



REGULAR CITY COUNCIL MEETING AGENDA
January 27, 2026 – 7:00 PM
Public Comment – 6:30 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

ROLL CALL

MAYOR COMMENTS: There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting

1. Motion to adopt current agenda for the January 27, 2026 Regular City Council Meeting

CONSENT AGENDA: *All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or Staff so requests, in which event the item will be removed from the consent agenda and considered separately.*

- [2.](#) Dispense with and approve January 13, 2026 Regular City Council Meeting Minutes and January 15, 2026 Special City Council Meeting Minutes
3. Motion to approve January 14, 2026 through January 27, 2026 claims and authorize checks to be drawn on the proper accounts
- [4.](#) Motion to authorize the Mayor to sign the Letter of Support for the Fremont Housing Agency
- [5.](#) Motion to Receive 2025 Annual Highlights
- [6.](#) Motion to Receive FY 2025 Financial Report for the Department of Utilities
- [7.](#) Motion to Receive FY 2025 Financial Report for the City of Fremont
- [8.](#) Motion to Receive the Keene Memorial Library Board 2024-2025 Annual Report
- [9.](#) Motion to Receive the Annual Report from MainStreet of Fremont
- [10.](#) Resolution 2026-019 authorizing the License Agreement for Electric Supply Line Across Railway with BNSF Railroad in the amount of \$4,406

- [11.](#) Resolution 2026-020 authorizing staff to issue a purchase order to GEA Mechanical for repair of the WWTP centrifuge primary assembly in the amount of \$73,061.51
- [12.](#) Resolution 2026-021 for the purchase of Self-Contained Breathing Apparatus (SCBA) and additional facepieces in the amount of \$329,333, with \$250,909.09 funded by the Assistance to Firefighters Grant
- [13.](#) Resolution 2026-022 authorizing a 3-year Technical Support Service Agreement with IDS for LDW Power Plant Control Systems in the amount of \$100,000 per year
- [14.](#) Resolution 2026-024 awarding the Land Auction Contract to Farmers National Company for an amount of 5% of the gross sale price
- [15.](#) Resolution 2026-026 authorizing the Mayor to sign the transferred private hangar land lease to Brett Griess for P4
- [16.](#) Resolution 2026-027 authorizing the Mayor to sign the Subaward Agreement #24-11-317 Amendment #2 for the EDA Tourism Grant Award
- [17.](#) Resolution 2026-029 authorizing the Mayor to sign the contract with Veenstra & Kimm, Inc. for the North Downtown Streetscape Revitalization project in the amount of \$400,000
- [18.](#) Resolution 2026-030 authorizing the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group

NEW BUSINESS: *Requires individual associated action.*

- [19.](#) Resolution 2026-025 amending the contract with Sampson Construction, increasing the Guaranteed Maximum Price from Bid Package #1 at \$6,351,688 to Bid Package #2 at \$13,344,437 for a total cost of \$19,996,125 for the Fremont Police Headquarters and Fremont/Dodge County 911 Center

ADJOURNMENT

Agenda posted at the Municipal Building on January 21, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 21, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

§2-109 Audience / Participant; Rules of Conduct.

The following rules are established for audience members and participants at a Council meeting:

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.

5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

The following additional rules are established and applicable for public participants at an Open Public Comment Period or Study Session meeting:

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.



REGULAR CITY COUNCIL MEETING MINUTES

January 13, 2026 - 7:00 PM

City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER Following the Pledge of Allegiance, Mayor Sookram called the Special City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Councilmembers Ganem, Lathrop, Vaughan, Marsh, Jensen, Peterson, Horner present. Von Behren absent. 7 Members present, 1 Member absent.

MAYOR COMMENTS: There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting

- 1. Motion to adopt current agenda for the January 13, 2026 Regular City Council Meeting** Motion made by Vaughan, seconded by Jensen to adopt current agenda for the January 13, 2026 Regular City Council Meeting. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.

APPOINTMENTS:

- 2. Resolution 2026-001 reappointing members to the Business Improvement District #1 for a two-year term** Motion made by Vaughan, seconded by Horner reappointing members to the Business Improvement District #1 for a two-year term. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.

CONSENT AGENDA: *All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or Staff so requests, in which event the item will be removed from the consent agenda and considered separately.*

Motion made by Horner, seconded by Ganem to approve Consent Agenda items 3-5, 7-12, 14-17, 19-22. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.

- 3. Motion to ratify payments made from December 10, 2025 through December 31, 2025 and approve January 1, 2026 through January 13, 2026 claims and authorize checks to be drawn on the proper accounts**

4. **Dispense with and approve December 9, 2025 Board of Equalization and Regular City Council Meeting Minutes**
5. **Motion to receive Report of the Treasury**
6. **Motion to receive the Animal Control report** Motion made by Jensen, seconded by Horner to receive the Animal Control report. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.
7. **Resolution 2026-002 authorizing the Mayor to sign the agreement with Creighton University for paramedic student internships**
8. **Resolution 2026-003 authorizing the Mayor to sign the agreement with Metropolitan Community College for paramedic student internships**
9. **Resolution 2026-004 authorizing the Mayor to sign the new hangar lease for unit #16 with Brad Krumeel at the Fremont Municipal Airport**
10. **Resolution 2026-005 authorizing the Mayor to sign Nebraska Department of Economic Development Security Agreement under Subaward Agreement Contract No. 24-11-317**
11. **Resolution 2026-007 authorizing the Mayor to sign the Memorandum of Understanding with Front Line Mobile Health**
12. **Resolution 2026-008 approving the agreement with ChemTreat for the LDW Chemical Supply in the approximate amount of \$271,489 per year for three years**
13. **Resolution 2026-009 approving the three year contract with CityLogix for their Street Scan services and software in the amount of \$39,123 per year** Motion made by Horner, seconded by Lathrop approving the three year contract with CityLogix for their Street Scan services and software in the amount of \$39,123 per year. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.
14. **Resolution 2026-010 awarding contract to Brimhall Industrial for U6-3 Feedwater Heater Retube in the amount of \$382,802.59 plus taxes and freight**
15. **Resolution 2026-011 authorizing the CPI Telecom Support Agreement for the Mitel administrative telephone equipment/server for the Dodge County Communications Center in the amount of \$3,446.25**
16. **Resolution 2026-012 authorizing the purchase of a Chevy Tahoe Police Patrol Vehicle (PPV) in the amount of \$55,150**
17. **Resolution 2026-013 awarding WWTP Boiler Replacement to Grunwald Mechanical in the amount \$147,098**
18. **Resolution 2026-014 authorizing the Mayor to sign the Artist Contracts for 2026/27 Installation and Display in the Fremont Sculpture Walk in the amount of \$1,000 per sculpture** Motion made by Ganem, seconded by Lathrop authorizing the Mayor to sign the Artist Contracts for 2026/27 Installation and Display in the Fremont Sculpture Walk in

the amount of \$1,000 per sculpture. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.

19. **Resolution 2026-015 authorizing the City of Fremont to adopt the 2025 Hazard Mitigation Plan**
20. **Resolution 2026-016 authorizing the Mayor to sign annual renewal of Maintenance Agreement No. 11 between the Nebraska Department of Transportation and the City of Fremont**
21. **Resolution 2026-017 awarding funding for downtown project for Downtown Revitalization Community Development Block Grant at 307 N Main St**
22. **Resolution 2026-018 authorizing the Mayor to sign the 2026 and 2027 Services Agreement with MainStreet of Fremont in the amount of \$10,000 per year**

NEW BUSINESS: Requires individual associated action

23. **Ordinance 5731 amending Chapter 5 of the Fremont Municipal Code as it relates to emergency snow routes (First Reading – Request to Suspend Rules and hold Final Reading)** Motion made by Vaughan, seconded by Ganem to hold first reading of Ordinance 5731 amending Chapter 5 of the Fremont Municipal Code as it relates to emergency snow routes. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0. City Clerk provided first reading of Ordinance 5731. Motion made by Jensen, seconded by Vaughan to suspend the rules and move Ordinance 5731 to final reading. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0. City Clerk provided final reading of Ordinance 5731. Mayor Sookram called for a final vote on Ordinance 5731. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0. Ordinance 5731 is approved.

ADJOURNMENT Motion made by Horner, seconded by Jensen to adjourn; time: 7:27 PM. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson. Von Behren absent. Motion carried 7-0.

Agenda posted at the Municipal Building on January 7, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 7, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Regular City Council Meeting Minutes for January 13, 2026.



SPECIAL CITY COUNCIL MEETING MINUTES
January 15, 2026 - 6:30 PM
935 Schneider St, Fremont, NE 68025

MEETING CALLED TO ORDER Following the Pledge of Allegiance, Mayor Sookram called the Special City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located at the City Clerk's desk.

ROLL CALL Roll call showed Councilmembers Ganem, Lathrop, Vaughan, Marsh, Jensen, Peterson, Horner, Von Behren present. 8 Members present.

- 1. Facilitated discussion by the Nebraska Emergency Management Agency on Emergency Preparedness for Elected Officials** Discussion on Emergency Preparedness and the use of the National Incident Management System (NIMS) and the role of Elected Officials in emergencies was provided by the Nebraska Emergency Management Agency. No formal action taken.

ADJOURNMENT Motion made by Horner, seconded by Marsh to adjourn; time: 8:32 PM. Voting Yea: Ganem, Lathrop, Vaughan, Marsh, Jensen, Peterson, Horner, Von Behren. Motion carried 8-0.

Agenda posted at the Municipal Building on January 8, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 8, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Special City Council Meeting Minutes for January 15, 2026.

Michael Chatterson, City Clerk

Dev Sookram, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Michael Chatterson, City Clerk

DATE: January 27, 2026

SUBJECT: Letter of Support for Fremont Housing Authority

Recommendation: Motion to authorize the Mayor to sign the Letter of Support for the Fremont Housing Agency

Background: The Fremont Housing Agency has requested a letter of support from the City of Fremont for their annual report.

Fiscal Impact: None



400 East Military Avenue, Fremont, NE 68025-5141

January 27, 2026

Fremont Housing Agency
Attn: Dwayne Bennett, Executive Director
2510 N. Clarkson
Fremont, NE 68025

On behalf of the City of Fremont, Nebraska, we would like to extend our continued encouragement of the Fremont Housing Agency. The Mission of the Fremont Housing Agency to provide accessible and affordable housing for residents of the City of Fremont is a vital cause to our community.

The Fremont Housing Agency is an invaluable benefit to our City. The ability to provide accessible and affordable housing is a paramount need in all communities, and Fremont is no exception. Their spirit of providing help to all is the embodiment of what makes Fremont great, and so too is their organization as a reflection of that ideal. We are proud of their continued advancement in their goals.

This past year, the Housing Agency overcame numerous obstacles, such as two major storms, and was able to continue services unimpeded. Their resiliency, and focus allowed them to weather these hindrances and provide the exceptional support and direction needed for residents. They are truly full speed ahead into the next year.

Thank you to your staff, Board of Directors, and all members of the organization for their tireless efforts and contributions to the City of Fremont. We look forward to another year of continued partnership and growth.

Sincerely,

Dev Sookram
Mayor, City of Fremont

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator

DATE: January 27, 2026

SUBJECT: City of Fremont and Department of Utilities 2025 Annual Highlights

Recommendation: Receive 2025 Annual Highlights

Background: The attached reports summarize the City and Department of Utilities projects and key highlights for 2025.

Fiscal Impact: None.

2025

Annual Highlights

DRAFT



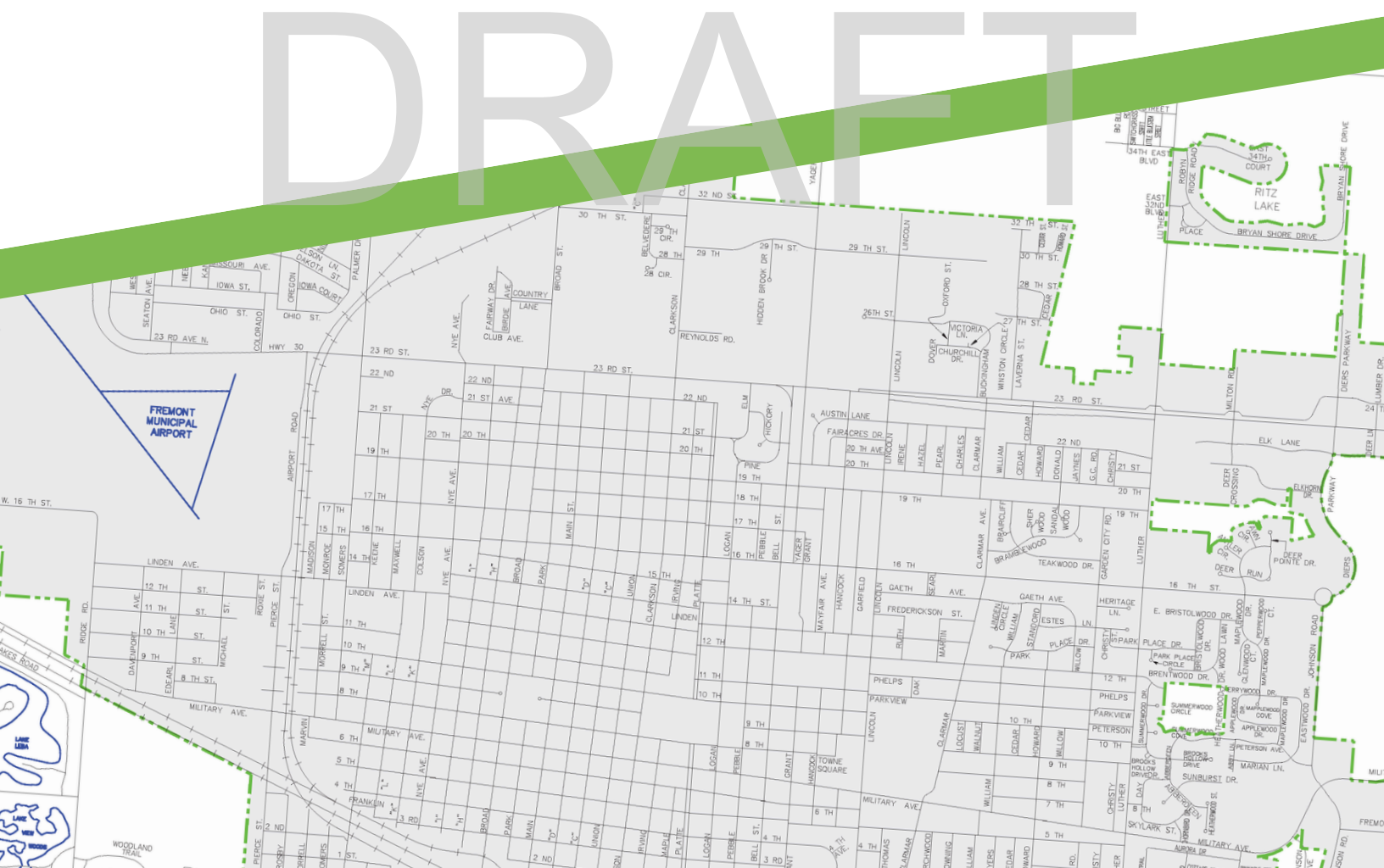
City of Fremont

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City of Fremont

Fremont was established in 1856 and is located between the Platte and Elkhorn Rivers. Fremont was named after the explorer John C. Fremont. The town became permanent with the arrival of the Union Pacific Railroad and was designated as the seat of Dodge County in 1860. Fremont experienced rapid growth in the late 1800s and, by 1910, had evolved into a major industrial and railroad center. After World War II, Fremont continued to expand, with its population doubling from 1940 to 1970, largely due to the presence of industries such as Hormel (now Wholstone Farms) and a robust service sector. As of 2023, the U.S. Census Bureau estimates Fremont's population at 27,602, reflecting its transformation from a prairie town to a vibrant community with a rich industrial history. The development of transportation routes, such as the US 275 bypass, has further facilitated growth and connectivity with nearby metropolitan areas.



A Year of Leadership Transition

2025 marked an important transition in the City of Fremont's leadership. Former Mayor Joey Spellerberg, who led the community since 2020 and was re-elected in 2024, was appointed by Governor Jim Pillen to serve as Nebraska State Treasurer. His appointment reflects his long-standing commitment to fiscal responsibility, community engagement, and statewide service. During his time as Mayor, Fremont advanced economic development initiatives, strengthened public safety efforts, and continued the work of growing the Fremont Inland Port Authority.



**Former Mayor
Joey Spellerberg**



Mayor Dev Sookram

With Mayor Spellerberg's transition to state leadership, the City of Fremont activated its succession process. City Council President Dev Sookram was sworn in as Mayor and now serves the remainder of the term. Mayor Sookram's leadership is grounded in collaboration, transparency, and community-focused progress. Under his direction, the City continues to advance infrastructure improvements, expand partnerships, and support initiatives that enhance the quality of life for all residents.

This transition highlights Fremont's stability, forward momentum, and the shared commitment of City leadership to serve the community with integrity and purpose.

FREMONT

Here We Grow

➔ Mission

To be good stewards by fostering a welcoming, collaborative, and distinct community that provides the resources necessary for sustainable growth and an excellent quality of life.

➔ Vision

To create an environment for growth, opportunities, and be welcoming to all.

➔ Values

- Strong Leadership
- Public safety
- Fiscally Responsible
- Quality of Life
- Teamwork



Here We Grow

Administration

City Administrator

As we close another year and step into 2025, I am excited to share our accomplishments, ongoing projects, and future initiatives that continue to shape our vibrant community. This past year has shown the resilience and spirit of Fremont, and we can be proud of what we have achieved together.



City Staff continue to improve City facilities and services to Fremont citizens through thoughtful construction. The renovation of the 2nd floor of City Hall is now complete, providing more transparency to the public with enhanced audio and visual equipment for broadcasting the City Council meetings. Work continues on the Streets – Parks – Fleet Maintenance building being constructed on South Luther Road, with a projected completion date in August 2026. The Amphitheater at John C. Fremont Park has sprung up, along with the Concessions and Restroom ancillary building. Footings for the new Police Headquarters and Fremont/Dodge County Communications building are being poured in January 2026. Engineering and design are underway for the new satellite fire station at the southwest corner of Military and Johnson Road.

Safety is one of the City's core values, so training is essential. With the addition of the Assistant Fire Chief/ Emergency Manager position, emergency management training has had a renewed focus. From the March Blizzard and resultant power outage in the City to the wood pellet plant explosion that tragically claimed three lives in late July, the City's response has evolved and become more comprehensive. I would be remiss to not acknowledge you, the citizens of Fremont and the surrounding area, for your heartfelt response to these emergency situations.

Together, we are better!

Grant Coordinator

2025 Grant Awards Summary (excludes airport grants):

Grant	Department	Award
Development Grant	Creative District	\$100,000
Grid Resiliency Grant	DU Distribution	\$1,900,000
Safe Drinking Water Revolving Funds	Water/Sewer Dept.	\$5,600,000
5311 Rural Public Transportation	Transit Program	\$229,246
EDA Tourism SLFRF	Parks and Rec	\$190,734
Assistance to Firefighters Grant	Fire Dept.	\$250,090
Grant Funds Awarded in 2025		\$8,270,070

Fremont Creative District:

In 2025, the Fremont Creative District continued to grow as a vibrant hub for arts, culture, and community connection. The Creative Council met monthly throughout the year, helping guide projects and worked with The Next Level Marketing Group to develop branding and a marketing strategy. District staff also advocated for Fremont at the state level, traveling to Lincoln on February 14, 2025, to testify in support of LB560, legislation that would give communities with creative districts greater access to Nebraska Tourism Commission marketing grants.



The district celebrated major momentum with the award of a \$100,000 Development Grant from the Nebraska Arts Council and acceptance into the Sculpture Walk Across Nebraska (SWAN) program. Development Grant funds will support the SWAN sculpture



installations in Fremont during 2026 and 2027, along with a community kickoff event celebrating the opening of the new amphitheater and improvements to JCF Park in 2026. The grant will also help expand marketing efforts to invite more residents and visitors to experience all the district has to offer.

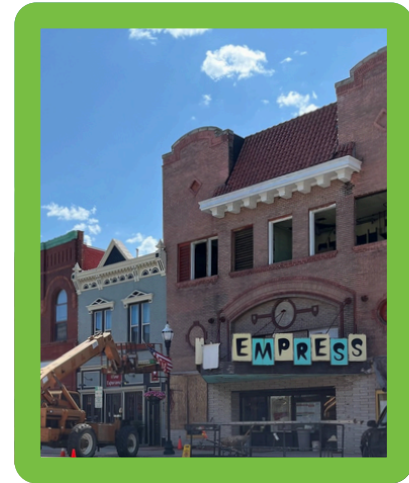
Grant Coordinator continued

Facade Improvement Program:

The Downtown Facade Improvements Program, launched in 2024, continued successfully through 2025 with funding from Community Development Block Grant (CDBG) Downtown Revitalization funds. The program is designed to restore, enhance, and create historic architectural features on commercial building facades located within Fremont's Business Improvement District #1, as outlined in the Fremont

Downtown Plan. By improving building exteriors, the program supports downtown revitalization efforts, strengthens local businesses, and enhances the overall visual character of the downtown area.

The program operates as a forgivable loan and is administered jointly by the City of Fremont and the Northeast Nebraska Economic Development District. In 2025, two downtown businesses, the Empress Theater and the Nebraska Quilt Company, implemented facade improvement projects through the program. The Downtown Facade Improvements Program will continue into the next year, and a grant extension request to the State is anticipated to allow additional time for remaining funds to be utilized should more downtown businesses apply.



Rental Rehabilitation Program:

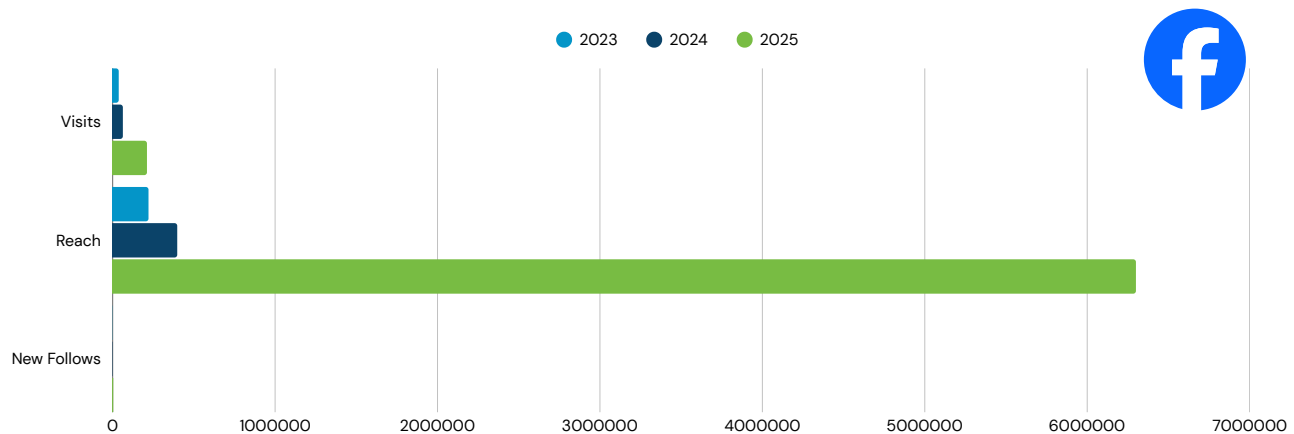
The Rental Rehab program, funded through a Nebraska Affordable Housing Trust Fund award, wrapped up in 2025. The program was aimed at providing decent, safe and quality housing to Fremont's low to moderate-income families and to improve housing in a responsible way. This program is operated by the City of Fremont through its Housing Rehabilitation Board and in partnership with Northeast Nebraska Economic Development District. One local property owner utilized the funding opportunity.

Local Option Economic Development Plan Administrator

Staff continued to serve as Plan Administrator for the Local Option Economic Development Program. Working in coordination with the Citizens' Advisory Review Team and the Local Option Review Team, the Administrator met with local businesses to discuss the application process, monitored existing award projects, and assisted three organizations with the preparation of full applications. In early 2025, Waterflex was awarded a \$200,000 performance-based forgivable loan. At the close of 2025, the fund is at \$3,120,111 in uncommitted funds.

Communication:

Social Media Stats



City staff primarily use Facebook and Instagram for social media outreach. The reach of these platforms continues to grow each year (Facebook statistics are provided here). In 2025, there was a significant increase in reach and viewership, driven by steady audience growth as well as heightened engagement during the March storm. These stats reflect the City of Fremont Facebook page (not other departments like the Keene Memorial Library or Police Department).

City Clerk

In 2025, the City Clerk's Office continued to support transparent governance, efficient operations, and public accessibility. The year marked the opening of the new Council Chambers, which hosted its first City Council meeting on January 14, 2025. The updated space provides improved accessibility for residents and enhanced functionality for public meetings.

The department remained a central point of coordination for City Council activities, completing agendas and official minutes for 28 City Council meetings. In collaboration with multiple City departments, the City Clerk's Office reviewed and approved more than 20 special event applications, supporting community events while ensuring compliance with City policies and public safety requirements.

Licensing and records management continued to be a significant focus. During 2025, the department issued more than 900 pet licenses and over 1,000 occupancy licenses. The office also processed more than 225 public records requests, ensuring timely access to information and compliance with Nebraska public records laws.

Professional development remained a priority, with the City Clerk attending the League of Nebraska Municipalities Mid-Winter Conference in February and the Annual Conference in September, staying current on legislative updates, governance best practices, and evolving municipal requirements. In addition, leadership continuity was strengthened with the appointment of Michael Chatterson as City Clerk on February 11, 2025.

Human Resources



The Human Resources Department experienced another year of high activity and organizational growth in 2025. Applications, interviews, and hiring continued their upward trend, with more than 1,450 applications received and a significant rise in staffing actions across departments. HR supported major leadership hires, internal promotions, expanded training initiatives, and completed several key audits. The team also advanced employee benefits, modernized job classifications, and strengthened recruitment and hiring processes.



Key Leadership & Technical Hires

- Public Works Director
- Police Captain
- Gas System Supervisor
- Water/Sewer Superintendent
- Wastewater Superintendent
- Power Plant Shift Supervisor
- City Clerk

Organizational & Classification

Established or updated positions:

- Dispatch Supervisor
- Director of Infrastructure
- GIS Analysts (in progress)
- Park Maintenance Supervisor / Forestry Supervisor
- City Tree Trimmer
- Payroll Specialist

Recruitment & Hiring Improvements

- Implemented Command Staff interviews as part of Firefighter Civil Service hiring
- Utilized an Assessment Center for Police Captain selection
- Hosted an Open House for prospective firefighter candidates
- Represented the City at multiple job fairs, meet-and-greets, and recruiting events
- Collaborated with Finance to eliminate duplicate employee numbers

Finance Department

In 2025, the Finance Department led several major citywide financial initiatives while maintaining high standards of accountability and transparency.



Budget Planning & Coordination

Staff led the FY2026 budget process from February through September, aligning Citywide resources with operational priorities and long-term goals.

Disaster Recovery & FEMA Reimbursement

Following the March blizzard, the department prepared and submitted FEMA reimbursement documentation and continues work to recover approximately \$2 million in disaster-related expenses.

Audits, Bonds & Long-Term Financing

To ensure continued financial transparency, the department completed annual bond and audit reviews in May. In September, the City successfully issued Department of Utilities revenue bonds, strengthening long-term infrastructure funding.

Modernizing Financial Reporting

Between February and April, Finance launched The Reporting Solution (TRS), automating the production of City and Department of Utilities financial statements and improving reporting accuracy and efficiency.

Specialized Programs & Compliance

The department completed the Medicare Ground Ambulance Data Collection System (MGADCS) project and is finalizing the Nebraska Ground Emergency Medical Transportation (GEMT) payment program project, scheduled for completion between October and December.

Training, Certifications & Professional Development

Ongoing professional development remained a priority in 2025. The Finance Director attended the League of Municipalities Finance Conference in June, while the Assistant Finance Director attended the League of Municipalities Conference in September. Additional staff participated in GAAP Annual Update Training in November, ensuring continued compliance with evolving accounting standards.

Fire Department



This year, the Fremont Fire Department continued to strengthen its leadership team while advancing major department initiatives. The department focused on long-term growth and operational preparedness through facility planning, modernization of reporting systems, and continued investment in firefighter safety.

Staffing: The department has successfully hired additional firefighters, bringing our department to full staffing with 11 personnel per shift. This will help us effectively meet the community's needs.

Equipment Upgrades: Through a \$250,909 FEMA Assistance to Firefighters Grant, the department will replace 27 outdated Self-Contained Breathing Apparatus (SCBA) units, significantly improving firefighter safety and operational effectiveness. EMS patient care reporting standards were also upgraded to meet new national data requirements.



Facility & Infrastructure Planning: Design of the future Satellite Fire Station began in June with FGM Architects. In November, Boyd Jones was selected as Construction Manager at Risk to lead the design and construction process for the department's fire station projects.

Training and Development: Firefighters continued to strengthen their skills and certifications throughout the year by attending the Fire Department Instructor Conference (FDIC) in Indianapolis, Dive Rescue training in Michigan, Firefighter II certification through the Nebraska Fire Marshal's Training Division, Grain Bin Rescue training in collaboration with Metro Community College, and Rope/Confined Space Rescue Technician training at the Roco Training Center in Baton Rouge, Louisiana. The department also hosted the National Fire Academy's Wildland Urban Interface (WUI) Firefighting course for regional departments. In addition, one firefighter was accepted into the Creighton University Paramedic Program beginning January 2026, one firefighter graduated from the Metro Community College Paramedic Program, and two additional firefighters were accepted into the same program with training continuing through March 2027.

The Fremont Fire Department is committed to improving safety, operational readiness, and education in our community. Thank you for your continued support!

Police Department



Building the Future of Public Safety

In 2025, the Fremont Police Department broke ground on the new Police Headquarters and 911 Dispatch Center, marking a major investment in public safety infrastructure that will enhance operational efficiency and emergency response.



The department also partnered with Lutheran Family Services to pursue grant funding that expanded the Mental Health Co-Responder Program. Multiple grants allowed the program to transition to a full-time co-responder, strengthening crisis response services within the community.

Prepared, Skilled, and Ready

This year, officers participated in a wide range of training opportunities to strengthen skills across the department. Officers attended the Police Officers Association of Nebraska (POAN) Conference in Kearney, completed a full-day crime scene photography course to meet updated investigative standards, and expanded the department's drone capabilities with four newly certified drone operators. Staffing development included the graduation of one officer from the academy and the onboarding of an additional certified officer.

Promotions & Staffing Updates: The department recognized several personnel advancements in 2025. A new detective was promoted, enhancing investigative strength within the division. Additional staffing progress included successful completion of training milestones by new officers and the hiring of a certified officer to support patrol operations.

Community-Focused Initiatives & Recognitions: The department continued its commitment to community wellness through advanced training efforts. Two officers completed a 40-hour Crisis Intervention Training course to improve response to mental health-related incidents. In recognition of leadership and service, Lieutenant Ed Watts received the Civic Leadership Award from Civic Nebraska at the Strengthening Democracy Awards. The appointment of Dominic Savio to Police Captain further strengthened department leadership and operational oversight.

Fremont Dodge County 911

The Fremont/Dodge County Communications Center experienced an impactful year in 2025. Dispatchers responded to a wide range of emergencies, including managing more than 2,100 calls during the March blizzard, ensuring uninterrupted service throughout the severe weather event. The team also advanced interagency coordination by supporting the Fremont Rural Fire app-based system, which provides responders with real-time access to critical dispatch information and is planned for future presentation to the City Council.



Technology improvements played a central role this year. The center implemented state-provided software designed to enhance language translation and improve location accuracy for incoming 911 calls. A new agreement with Fremont Public Schools now provides dispatch access to school camera systems during emergencies, strengthening response capabilities. Staff also worked closely with vendors to begin the equipment planning process for the new 911 Center located within the future Police Building.

Training and development was ongoing, with Crisis Intervention Training for Telecommunicators led by Lutheran Family Services, advanced certifications including FBI NCIC credentials, and attendance at the Resuscitation Academy to strengthen emergency response skills.

The department also secured a **FEMA Hazard Mitigation Grant** for a new generator at the future Police/911 building, ensuring long-term operational reliability.

The year also brought recognition with the Fremont/Dodge County Dispatch Team receiving the **Nebraska APCO-NENA "Team of the Year" Award** for exceptional service.

Planning Department

In 2025, the Planning & Zoning Department supported Fremont's continued growth through a wide range of subdivision activity, zoning actions, development initiatives, and regulatory updates. Staff reviewed and processed numerous applications to guide responsible development while maintaining compliance with City standards.

Subdivisions

- 4 Administrative Plats
- 2 Preliminary Plats
- 3 Final Plats
- 1 Corrective Plat
- 1 Subdivision Agreement

Development

- Blight Study completed (Inland Port Area)
- "Deblight" (N. Board Street Area)
- Redevelopment Plan: 1
- Development Agreement: 1

Zoning Activity

- 1 Change of Zone
- 6 Conditional Use Permits
- 8 Zoning Compliance Letters
- 4 Sign Plans
- 1 Variance
- 3 Landscape Waivers
- 4 Small Wireless Facilities
- 1 Planned Unit Development (PUD)

Zoning Permits Issued

- Sign Permits: 137
- Fence Permits: 169
- Floodplain Development Permits: 53
- Floodplain Maintenance Permits: 300
- Plan Reviews for Planning: 3,358

Study

- Fremont Housing Conditions

Regulations

- UDC Update with 16 study sessions
- FFRMS Flood Tool

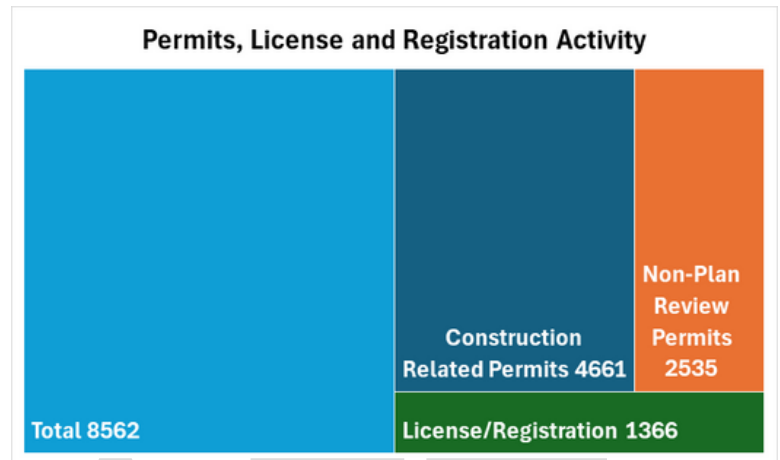
The Planning Department completed UDC study sessions 17 through 20 and coordinated an open house to support public engagement throughout the update process. The City collaborated with planning consultant RDG to finalize the Unified Development Code, which was approved by City Council on November 25, 2025, and officially took effect on December 10, 2025.

Staff also worked closely with multiple City and DU departments on major facility developments, including the Amphitheater, Streets-Parks-Fleet Maintenance Building, Police/911 Station, and Fire Station.

Overall, 2025 was a productive and forward-moving year for the Planning & Zoning Department, as efforts remained focused on guiding sustainable development, strengthening regulations, and supporting long-term community growth.

Inspections Department

The Building and Inspections Division had a highly productive year, issuing a total of 4,661 construction-related permits, including general construction, electrical, plumbing, mechanical, and grading permits. In addition, staff processed 2,535 non-plan review permits for roofing, siding, windows, and gutters. The department also issued and renewed 1,366 licenses and registrations throughout the year.



Together, these projects represented a total valuation of \$122.4 million in development activity within the ETJ, highlighting continued growth across the community.



To improve efficiency and customer service, the department implemented Bluebeam software, enhancing digital plan review and collaboration. The plan review process was further strengthened, with the creation of new, project-specific handouts that provide clear, step-by-step guidance for homeowners and contractors.

This summary highlights the department's efforts in permitting, inspections, and showcasing a commitment to maintaining high standards in the Fremont community.



Public Works & Engineering

The Public Works and Engineering Department has made significant strides over the past year, showcasing progress and commitment to enhancing infrastructure throughout the City of Fremont.

Broad Street Overlay (4th Street to 23rd Street)

All major construction work is complete, and the roadway is open to traffic. The Broad Street Overlay from 4th Street to 23rd Street improved pavement conditions, ride quality, and long-term durability along one of Fremont's most important transportation corridors. Despite weather-related delays earlier in the year, the project successfully enhanced a key route used daily by residents, businesses, and emergency services.

16th Street Overlay (Nye Ave to Lincoln Ave)

All major construction work is complete, and the roadway is open to traffic. The 16th Street Overlay improved pavement conditions. A final walkthrough is planned for Spring 2026, after which the project will be officially closed.

2025 Pavement Rehab Project

The 2025 Pavement Rehab was completed in 2025, delivering targeted roadway and intersection improvements across Fremont. Work was completed along Linden Avenue, Downing Street, 17th Street, and Elm Street, as well as at key intersections including Linden & Hancock, Jones & Nebraska, and other neighborhood locations.

After completing the initial project, Public Works was able to add additional rehabilitation locations, allowing the City to address more intersections and connectivity routes than originally planned. By expanding the scope, the City maximized the impact of the 2025 project.

Safe Streets 4 Fremont

In 2025, Fremont launched Safe Streets 4 Fremont, a federally funded traffic safety initiative focused on reducing serious injuries and fatalities. The planning effort began in summer 2025 and will result in a data-driven Action Plan in 2026 to improve safety for all roadway users.



Public Works & Engineering

continued

23rd Street Traffic Improvements & New Arm Mast

In 2025, the City of Fremont advanced a major traffic improvement project along the 23rd Street corridor to enhance safety and reduce congestion. A dedicated turn lane was added on 23rd Street between North Luther Road and Diers Parkway. Notably, a new mast-arm traffic signal pole was installed at the 16th Street & Broad Street intersection, replacing the damaged signal equipment.

Kavich Parking Garage

After structural safety concerns prompted closure in early 2024, Public Works advanced rehabilitation efforts at the Kavich Parking Garage to ensure long-term

safety and functionality. The garage reopened in September 2025 after final inspections, reinforcing the commitment to maintaining essential downtown infrastructure.

Fremont Municipal Airport

The Fremont Municipal Airport advanced both infrastructure improvements and long-term planning in 2025. Crews completed taxiway lighting repairs, fencing upgrades, and hangar re-sheeting projects, strengthening airfield safety and facility durability by November. Progress continued on the Airport Layout Plan (ALP).

In August, Fremont was selected to host the 2026 Nebraska State Fly-In, in coordination with the Nebraska Aeronautics Division, positioning the community as a statewide destination for aviation tourism and economic activity.

Overall, these initiatives reflect the Public Works Department's dedication to providing safe, efficient, and sustainable public infrastructure, with ongoing updates and enhancements planned for the coming year. As we continue to address community needs, we remain committed to transparency and collaboration with the residents of Fremont.



Streets Department

Projects & Operations

The Streets Division completed key maintenance and infrastructure support projects in 2025 while continuing to strengthen operational readiness. Select equipment operators began heavy equipment training on the new excavator, expanding in-house capability and efficiency.

In October, crews completed storm sewer repairs and replaced overhead street signs along Broad Street, with assistance from the Parks Department using bucket-truck operations—demonstrating strong interdepartmental teamwork.

Training, Certifications & Workforce Development

Investment in staff training remained a priority throughout the year. In January, employees began cross-training in sign production and installation, allowing for greater workforce flexibility and faster response times. In February, staff were cross-trained in snow operations and concrete repair, ensuring continuity of service during peak seasons and staffing challenges.

Further professional development included four employees attending the LTAP Sign Maintenance Workshop in Lincoln in October, strengthening skills in signage safety, visibility, and compliance.



Streets Department

continued

Snow Operations & Winter Response

The City maintains a highly capable Street Department team and contracts with outside assistance to ensure effective snow and ice control throughout the winter season. During extreme winter weather in February 2025, the Streets Division was formally acknowledged for maintaining road operations and snow removal under challenging conditions, helping keep critical routes open for emergency services, commerce, and residents. (continued)

Operational Demands

Snow removal often requires extended operational hours, with crews regularly working 12–15 hour shifts, taking short rest periods, and returning to service as needed.



CITY OF FREMONT SNOW OPERATIONS

17

Seventeen dedicated employees from the Street Department ensure effective snow operations throughout the winter season, maintaining safe and navigable roadways for the community.



2 Motor Graders

Essential for large snow removal

12 Plow Trucks

Equipped for highway and road clearing (5 with sanders)

1 Pickup with Plow

Used for light snowfall conditions

1 Apex Truck

To distribute liquid magnesium

4 Loaders

For heavy snow loading operations

Applications • Ice Slicer - Road Salt - Liquid Magnesium

Snow Response Criteria

- Snow Routes: 2 inches of accumulation
- Residential Streets: 3 inches of accumulation
- Plowing may occur earlier in cases of extreme drifting

The Personnel Supporting Snow Operations are crucial during winter, ensuring that roads remain accessible. Their well-coordinated efforts and resources prevent disruptions due to snow and ice, enhancing public safety and mobility in the community.

FREMONT

Here We Grow

Information Technology

In 2025, the Information Systems Department strengthened the City's technology infrastructure, cybersecurity readiness, and public-facing data systems by coordinating with fiber providers, Dodge County, and Fremont Police on fiber and radio connectivity; advancing switch and server configuration; and continuing GIS system data integration to support public safety and operational reliability.

In 2025, the department responded to 4,143 incidents and service requests, a 14% increase over 2024 with more than a month remaining, and managed 2,062 technology assets citywide.

Major Upgrades

- Rolled out Windows 11 and completed lifecycle replacement of computers, mobile devices, and network switches.
- Upgraded VMware virtual server architecture and the City's email archiving system.
- Replaced UPS batteries at City Hall and the Warehouse to improve infrastructure reliability.
- Installed and rewired new desks at the 911 Dispatch Center to enhance operational readiness.
- Expanded GIS services with public online maps and updated citywide aerial imagery supporting multiple departments.



Certifications, Training & Professional Development

City staff completed KnowBe4 cybersecurity awareness training in April 2025, strengthening organization-wide security awareness. The Director of Information Systems attended the American Public Power Association (APPA) Cybersecurity Summit in September, while multiple IT staff members participated in the Nebraska Cybersecurity Conference to remain current on evolving threats and best practices. T

IT Department is dedicated to continuing to support and innovate to meet the evolving needs of our organization.

Keene Memorial Library

Keene Memorial Library had a strong, community-focused year, expanding engagement through new cardholders, diverse programs for all ages, robust circulation of physical and digital materials, and increased access to regional cultural institutions. The accompanying chart provides a summary of these key activities and outcomes.

Enhancements to the library included the installation of new outdoor furniture funded through the Keno Grant program with matching support from the Friends group.

Community partnerships continued to flourish. The library collaborated with Parks & Recreation on major events such as Big Trucks Day and the Summer Reading Kickoff, and partnered with the American Red Cross to host four blood drives, collecting 59 total units in 2025.

Library staff remained committed to professional growth, including presenting youth literacy and outreach initiatives at a statewide professional retreat in September 2025.

Throughout the year, library staff demonstrated exceptional teamwork - maintaining operations during power outages with mobile circulation equipment and offering charging stations.

Staff also supported the Utilities Department during the March storm response and provided periodic assistance to Accounting.

We look forward to continuing to serve and engage our community throughout the upcoming year! Thank you for your support.



2025 Key Highlights

GROWTH

1,128 new library cardholders reflect an increasing commitment to community engagement and educational resources.
Library meeting rooms hosted 1,211 meetings with 6,858 attendees.





PROGRAMS

With 547 programs, the library engaged 21,784 participants, fostering learning and community connections across all ages.

CIRCULATION

Circulating 203,694 items, including over 97,000 digital downloads, showcases the library's extensive resources and digital reach.





FAMILY PASSES

147 family pass checkouts to cultural institutions show how we support regional cultural experiences to places like:

- Fontenelle Forest
- Omaha Children's Museum
- Durham Museum

This program is supported by the Friends of Keene Memorial Library.

SUPPORT LIBRARIES

We enhance community access to resources.

Parks and Recreation



In 2025, the Parks and Recreation Department continued to enhance community spaces, expand programming, and invest in long-term infrastructure improvements across the park system. A major operational milestone was the implementation of the CivicRec online registration platform in October, significantly improving customer service efficiency for program enrollment and facility rentals.

Construction progressed on several key projects, including the John C. Fremont Amphitheater, which advanced despite encountering underground obstructions. Phase 1 of the John C. Fremont Park project officially broke ground in August. The Van Anda restroom project, with the precast structure also progressed in 2025.

Forestry and Beautification

Forestry and park beautification efforts remained a strong focus throughout the year. Through the Fremont Canopy Keepers initiative, 50 trees were planted in partnership with community organizations. An additional 14 trees were planted at Johnson Park through a donation from the David Christensen Family, along with 16 more trees added throughout the park system.

The Fremont Friends of Area Parks also supported improvements with new flower beds and signage at the Clemmons Park entry. Following spring flooding and a March winter storm, staff completed seasonal park maintenance, storm cleanup, and trail re-clearing at Hormel Park.

Parks and Greenspaces	18	
Total Trees	4,000	
Park Staff Members	11	
Arborists	3	



Parks and Recreation

Continued



Capital investments were made to modernize equipment and improve maintenance efficiency, including the purchase of a new aerial lift for Forestry, a one-ton utility truck, two drop-deck trailers, and a new zero-turn mower for Cemetery operations. Metal trash cans were also replaced with plastic containers compatible with automatic dumpers to improve efficiency and safety. Additional site improvements included a new park sign installation at Moller Park and parking lot upgrades at Wildwood Park, supported by additional funding through an EDA Tourism Grant amendment.

Programming

The department supported a full calendar of community events and educational programming throughout the year, including concerts in the park, Bike Ride Across Nebraska (BRAN), the Scarecrow Contest, Pumpkin Painting at Clemmons Park, the Haunted Trail Run at Hormel Park, and a Crop Cover educational event in partnership with Nebraska Extension.

Preservation

Historic preservation efforts were also completed at Ridge Cemetery, where fifteen headstones, most over 100 years old and without next of kin on record, were reset on new foundations to improve safety and appearance.

Professional Development

Staff continued professional development through CivicRec software training to enhance customer service delivery.



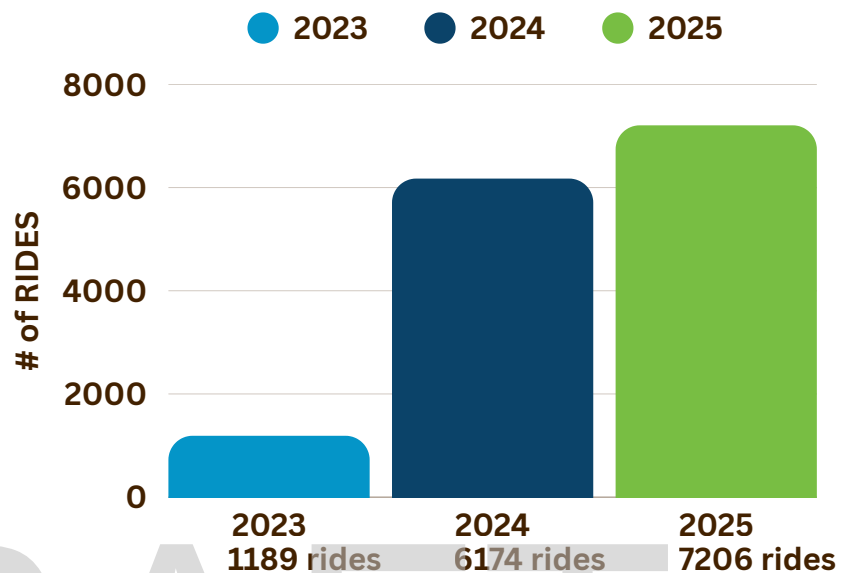
Fremont Transit Program

The Fremont Transit Program continued to grow in 2025. After two full years of operation, staff evaluated opportunities to optimize services and strengthen revenue streams. With the assistance of state and federal funding, the program acquired an additional expansion van. This new vehicle increases service capacity and allows for the accommodation of multiple wheelchairs simultaneously.

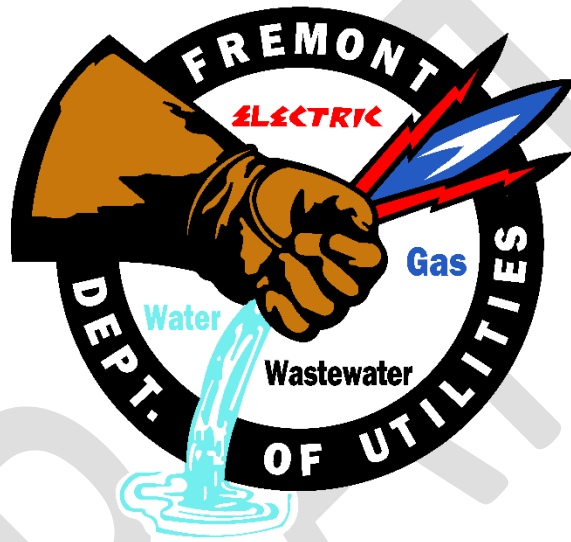
Route Optimization

Staff are collaborating with the Fremont Housing Authority to implement a flex-route service between the Fremont Towers and Walmart twice per week, improving access to essential services for residents. In addition, staff continue to work with the Transit Task Force to raise local match funds to support the program's sustainability. Looking ahead to 2026, revenue enhancements will include scheduled fare increases effective January 1 and August 1.

Looking ahead to 2026, revenue enhancements will include scheduled fare increases effective January 1 and August 1.



City of Fremont
Department of Utilities
2025 Highlights



Administration

The City of Fremont Department of Utilities is one of the oldest municipal utilities in the State of Nebraska. The Water System was started in 1885, the Sewer System in 1892 and the Electric System in 1895. The Utility and Infrastructure Board serve as an advisory board to provide input to the Mayor, City Council and Utility General Manager regarding the operation, and supervision of the Utility Systems.

Mission – Vision - Values

Listed below are the City of Fremont and the Department of Utilities Mission, Vision and Values that guide the staff in all activities and projects.

Mission	Vision	Values
To be good stewards by fostering a welcoming, collaborative, and distinct community that provides the resources necessary for sustainable growth and an excellent quality of life.	To create an environment for growth, opportunities, and be welcoming to all.	• Strong Leadership • Public Safety • Fiscally Responsible • Quality of Life • Teamwork

Recognition

The Department of Utilities would like to recognize the retirement of Keith Kontor. While serving as the Wastewater Treatment Superintendent, Keith also took on the role of the Water / Sewer Superintendent when the former Superintendent retired Thanks to Keith for his dedicated service to the rate payers of Fremont.

The Department of Utilities would also like to recognize Dan Reznicek. Dan is the current Power Plant Superintendent, and this year marked 40 years of dedicated service to the rate payers of Fremont. Thanks, Dan, for your service.

These are just a couple of examples of the dedicated team that work for the rate payers of Fremont. All employees are committed to provide the safest, most reliable, cost-effective utilities to the rate payers of Fremont.

Winter Storm March 2025

Utilities are often taken for granted, when we flip the light switch, turn on the water or furnace, drain the sink / shower, flush the toilet everything works until it doesn't as we witnessed during the March blizzard. The storm caused major damage to the electric infrastructure in Fremont and had an impact on every customer on the Fremont system including the utility infrastructure for water, sewer and natural gas.

Fremont had assistance from peer utilities that were dispatched to assist with the restoration. Power was restored within the week. The Communication / Customer Service Staff were critical in getting information out to the public to keep them informed of the restoration process. The Communications team utilized social media, the Fremont website, and local radio and television to keep people informed. Customer Service responded to thousands of calls and worked with the Transmission and Distribution Team on the restoration process to pass on to our customers.

All departments assisted with the system rebuild and clean-up. Crews were removing trees, lines across the roads, blocking roads for line crews to work, keeping emergency generators fueled and running properly, and getting parts and equipment to the damaged areas. These are a few examples of what was going on during and after the storm.

The City of Fremont, Department of Utilities, Dodge County, Fremont Public and Private Schools and other Public / Private agencies met daily for emergency planning updates. The Communications team was in constant contact with service agencies to provide emergency relief for the residents of Fremont and the surrounding area.

The Governor of Nebraska declared a disaster for Fremont, Dodge County, Douglas County and other Counties in northeast Nebraska. Fremont applied for disaster assistance with the State and Federal Agencies and has been meeting with FEMA from the date of the disaster declaration.

I want to thank all the rate payers of Fremont for their understanding and support during the storm. All team members worked tirelessly to restore power to the systems and to the customers. It was a monumental task and as mentioned it could not have been completed without the dedication of all the Utility and City Staff.

Budget 2025-2026 and 2026-2027

City and Utility Administration met with each Council Member one on one or in small groups to get an understanding of what was important to council as staff worked through the budget process. With that understanding, administration met with staff to set priorities for the budget moving forward.

The Finance Department compiled all the information from the various departments, ran scenarios to evaluate the impact the proposed expenses would have on the outcome of the budget. Administration met with each department and adjusted expenses to achieve an optimal outcome. On September 16, 2025, the City of Fremont City Council approved the 2025-26 and 2026-27 two-year budget, and the finance team submitted the budget to the appropriate agency.

Utility Rates

As a result of the City Council approving the 2023-2024 and 2024-2025 budgets, Utility Staff contracted with JK Energy to review all department rates to ensure there is adequate revenue to cover the expenses. The rate studies included the evaluation of the Department of Utilities' Capital Improvement Plan and Reserve policy on each utility fund. All departments were/are involved in the respective rate studies to ensure that the Utility is providing accurate information to the rate consultant.

- **Sewer Rates**

- The Sewer System has seen major improvements and upgrades over the last few years. The fund has been running a deficit for years and rates were adjusted to, over time, cover actual costs.
- Ordinance 5666 was approved by City Council on February 13, 2024. The rate increase included a 20% increase on April 1, 2024, and an additional 8% increase on November 1, 2024.

- **Water Rates**

- Ordinance 5693 Water Rate was approved by City Council on September 24, 2024. The Rate Study indicated that the Water Fund required a 15% increase in 2024 and an additional 15% increase in 2025.

- **Electric Rates**

- Ordinance 5704 was approved by City Council on February 11, 2025. An overall rate increase of 4% was implementing starting March 1, 2025, and an additional 4% will be implemented starting March 1, 2026.

- **Natural Gas**

- Ordinance 5680 was approved by City Council on July 9, 2024. The Residential Rates did not change; there were changes to Commercial and Industrial of 2.8% in 2024 and 0.5% in 2025.

Staff is evaluating the impact of the rates for all utility services and the current approved budget and will work with the rate consultant to determine if rates are adequately set.

Utility Bonds

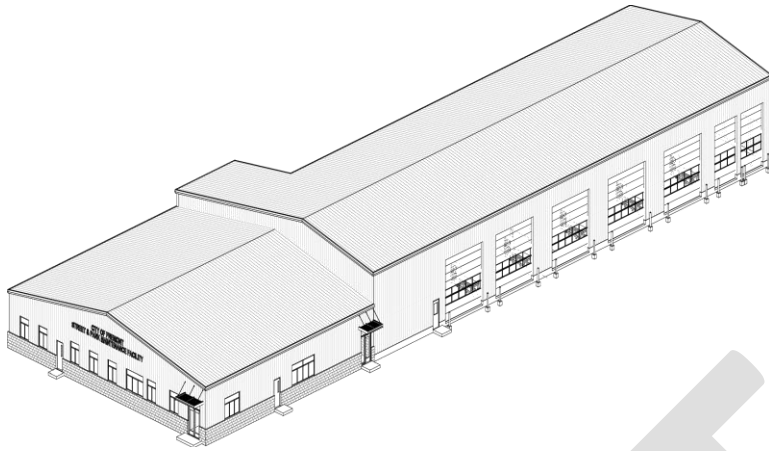
- Resolution 2024-025, Declaration of Official Intent to reimburse expenses from proceeds of Combined Utility Revenue Bonds. The bonds that the Utility takes out are issued as combined utility revenue bonds however, each fund is responsible for the bond payments as they operate as separate entities.
- The current Standard and Poor's Bond rating for the City of Fremont is AA and the Department of Utilities is AA(-) the Utility has been informed by the rating agency that the AA(-) is the highest rating possible for a system with coal generating facilities.
- October 2025 the Utility issued the first phase of combined utility revenue bonds for approximately \$20,000,000 to cover the costs associated with the modifications at the power plant and the improvements on the electric transmission and distribution system.

Street – Parks – Fleet Maintenance Building

JEO and Fremont Staff continue to work on the new Street – Parks – Fleet Maintenance building. The location of the facility is south of the existing water treatment plant on south Luther Road. The primary building area will be approximately 26,000 square feet. Approximately 13,000 square feet of the facility is wood shop, metal/fab shop, sign shop, office area, break/conference room and locker rooms. The other 13,000 square feet is the fleet maintenance area.

The auxiliary building is approximately 14,500 square feet. Its primary purpose is temperature-controlled vehicle storage and a wash-bay.

An additional temperature-controlled vehicle storage building of approximately 14,500 square feet was approved by the City Council and a change order was issued to the contractor. The project had a completion date of February 27, 2026, however, due to a variety of events the contractor requested a change to the completion date to August 7, 2026. This was approved by the City Council.



Utility Customer Service

Team

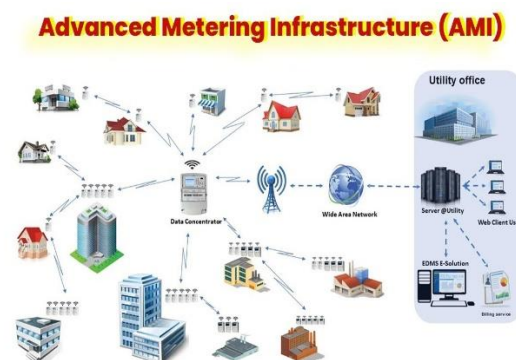
The Customer Service team consists of eight team members including Lottie Mitchell, Customer Service Director, two Customer Service Leads, one Billing Associate, two Customer Service Assistants and two Customer Service Associates.



Projects

Customer Service continues to be the front door to the Utility. The team generates utility bills, processes all payments, transfers, delinquent notices and new accounts.

1. **Emailing delinquent notices.** For the first time in the history of FDU, we now email delinquent notices. This provides next-day notification to delinquent customers, rather than waiting for postal mail delivery. We anticipate this will reduce the number of non-pay disconnects.
2. **AMI deployment.** This was a group effort to get to this point, but we have made it through the testing phase and are ready for implementation. Phase I of this project involves exchanging approximately 8,000 AMR electric meters with AMI electric meters. The deployment of the AMI is an ongoing project. This system will provide tremendous benefits when fully deployed.



We're seeing positive changes in customer payment trends. So far this year, 65.88% of all utility payments have been made remotely compared to 2022 when only 55.56% were made remotely. March 2022 is when we implemented Paymentus as our transaction manager and the ability to pay by phone, pay by text, pay using Venmo and PayPal, and use a credit card for autopay became available. The 10% increase represents approximately 17,500 additional remote payments made so far this year compared to 2022. This shows that our customers are using the self-serving tools available to them.

Another trend we're seeing is the increased use of online application and termination requests. The online forms became available September of 2023 and about 20% of all applications from September – December 2023 were made online. Today, we're seeing an average of 37%.

We continue to look for ways to meet customers where they are and provide them with tools to help them accomplish what they need.

Customer Service coordinates the Municipal Building improvements and maintenance. The building is an ageing structure in need of many improvements and repairs. The following are some of the items that have been accomplished this year:

- The exterior of the building has been pressure washed and all joints resealed.
- 2nd floor Phase II Remodel Project was completed. It included new flooring, ceiling, lighting, paint, additional offices, card swipe access, and glass front for added security.
- Phase II provided the opportunity to move customer interaction with staff to a workspace that provides better direct interaction.
- Phase II completed the work on the Municipal Building 2nd floor that also included the new City Council Chambers, new AV and voting system and updated restrooms completed in early 2025.
- An entire Municipal Building assessment is being conducted, and results will be evaluated and recommendations presented to City Council on additional improvements to the building.

The Municipal Building Remodel of 2nd floor phase 2 included additional offices added and expanded to provide space for small groups.



DRAFT

Electric Production

Team

The Electric Production team led by Dan Reznicek, Power Plant Superintendent consists of:

- Operations Supervisor responsible for four Shift Supervisors and respective operations crews and Statistical Technicians responsible for daily schedules and inventory control.
- The Electrical and Controls Supervisor is responsible for all electrical, controls, environmental and lab activities.
- The Maintenance Supervisor is responsible for all maintenance activities and fuel handling.

This team is responsible for all electrical generation (Lon D. Wright U6-U7-U8, Solar Array 1 and 2, Cottonwood Wind Farm, Western Area Power Authority (WAPA), and Derril G. Marshall Combustion Gas Turbine.), purchased power, transmission schedules, natural gas schedules, plant fuel supply and all activities required to keep the plant running and in compliance with the various regulations.

Lon D. Wright Power Plant



Cottonwood Wind Farm



DGM Gas Turbine

Fremont Community Solar



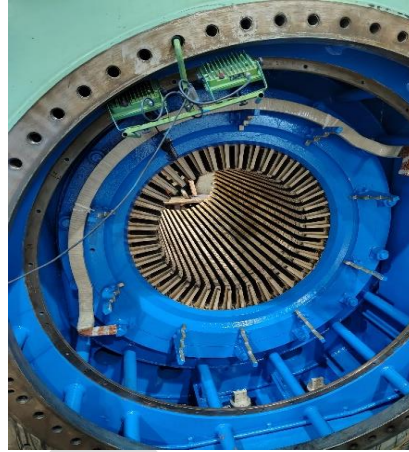
Major Projects

The Lon D. Wright Power Plant was involved in many projects; most are long term projects that require extensive planning to implement.

- **Two boiler inspections per year per unit.** This includes bringing in contractors to inspect the boiler tubes. Staff inspections of valves, motors, and fuel processing equipment, condensers, and cooling tower equipment.
- Crews installed the **Effluent Limitations Guidelines (ELG)** bottom ash collection system during the fall outage (outside this FY2025). This equipment is a requirement of the EPA and has been included in the State of Nebraska NDEE National Pollutant Discharge Elimination System (NPDES) permit.
- **Unit 8 Generator Stator rewind;** the stator is the stationary windings of the generator. These windings are inspected and tested during the turbine/turbine valves/generator inspections that take place at approximately 40,000 hours of operation intervals. The windings are original (48 years of operation) and the equipment manufacturer recommended that they be replaced. Along with the stator re-wind, staff replaced the high voltage bushings and current transformers, all of which are original equipment. This project was completed during the fall 2025 outage. During the re-wind of the generator contractors inspected the turbine valves, these valves are inspected at approximately 20,000 hours of operation due to the extreme operating conditions.

U8 Generator Stator being installed

U8 Generator Stator Inside / Field Removed



- The ELG and Stator re-wind were scheduled to be completed during the same outage to minimize unit downtime and reduce the amount of energy purchased to serve Fremont demand.

Transmission and Distribution (T&D)



Team

The Transmission and Distribution team led by Al Kaspar, Director of Transmission and Distribution, consists of one Assistant Director of Transmission and Distribution, one Distribution Superintendent, one Tree Trimming Supervisor, one Electric Metering Supervisor and four Line Crew Supervisors along with Engineering Associates, Line Workers, Electric Service Technicians and Tree Trimmers.

This team is responsible for all overhead and underground electrical transmission and distribution equipment, including substations and system protection. The team is also responsible for city street lighting and traffic signal maintenance.

On February 13, 2024, the City Council approved a memorandum of understanding with OPPD and NPPD for the purchase and installation of a ~100 MVA transformer and associated equipment at the NPPD/OPPD substation that is connected to Fremont Substation D. This transformer will provide additional capacity at that interconnection to Fremont and improved reliability when LDW U8 or the combustion turbine is unavailable. Fremont agreed to pay for the capital cost of the transformer and equipment and OPPD will pay for the ongoing operation and maintenance expenses for the life of the transformer and equipment. The project is ongoing, Fremont, OPPD and NPPD continue to monitor the schedule and discuss installation and commissioning.

Major Projects

- In Fall of 2025, Fremont generation Unit 8 conducted a major overhaul including a stator rewind. The extended outage resulted in system loading concerns and increased vulnerability to tie line outages and possible load shedding. T&D personnel worked with power plant operations to monitor system conditions and maintain readiness to respond daily.
- FDU is evaluating near-future generation additions to the system as well as working with OPPD on joint transmission planning efforts. We also continue to work with NPPD on a 2027 transformer addition to NPPD's Fremont Substation.

- The team is nearing completion of a multi-year SCADA upgrade for all utilities, including Electric, Water, Sewer, and Gas. The last Substation will be completed in early 2026.
- The team wrapped up construction of the Fremont Substation G Upgrade and added two 28MVA Substation Transformers along with 69kV Circuit Breakers, and a 15kV Shelter Isle.



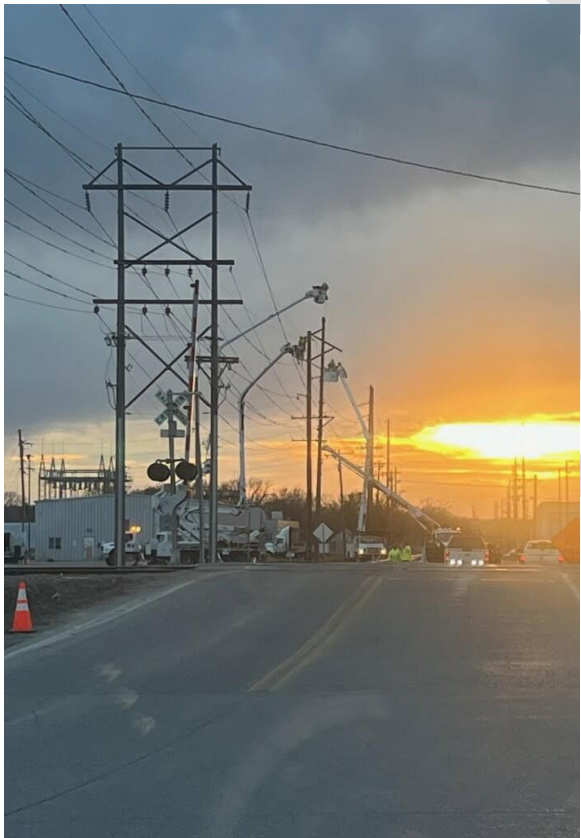
- Switchgear. Crews are currently finishing the duct lines for the 15 kV circuit getaways. The Upgrade will provide capacity for potential Inland Port-Authority related projects.
- The team awarded a contract to Virginia Transformer for a replacement unit for the T1 transformer at Substation A. The existing unit is 60 years old and starting to show signs of increased DGA results and excessive heating in the summer months. The new unit is scheduled to arrive in March of 2026.
- FDU was awarded a Grid Resiliency Grant from the DOE which will provide \$2 Million in grant funding to relocate one circuit of a double-circuit Fremont Sub G to Sub B transmission line off Luther Road over to the East side of the Hwy 275 bypass. Design considerations and provisions are being included to account for potential substation or tie-line interconnections, as well as a potential substation that could help serve the Inland Port Authority area.
- Implementation of a three-utility AMI system by Open Access Technologies Inc. was kicked off. A smaller initial pilot installation has already been completed. The project will include water and gas Meter Interface Units to make the system fully AMI across all three utilities.
- Continued Implementation of a multi-utility GIS system. The current platform is Subsurface Solutions for field collection purposes, with plans to transfer to an ESRI based platform in the future.
- The department and city experienced a major snowstorm/blizzard in March which included city-wide blackout for a few hours.
- During 2025, the team tested 2,000 distribution wood poles and replaced the Red Tags (~100).
- Services were installed to multiple new commercial and industrial customers, and 150 new residential lots.
- The department received requests for Net Metering for rooftop solar installations.
- Replaced 2 miles of underground primary cable in residential subdivisions.
- Implemented a new Lineworker training program; since the start of the new program have only lost 1 employee which was due to a career change.
- Provided Mutual Aid to OPPD two times during the year.

March Winter Storm

The Electric System was dramatically impacted by the March major snowstorm/blizzard that included a city-wide blackout for a few hours. Restoration efforts included working FDU and Mutual Aid crews for (9) 16-hour days, followed by two weeks of 10-hour days. Damage to the Fremont system included a half mile of 69 kV transmission down, damage to several other 69kV structures, and replacement of over 100 wood distribution poles.

The distribution system damage caused outages at the Wastewater Treatment Facility, Water Treatment Facility, and City Wells and Lift Stations. The damage on the system resulted in U6 and U7 tripping from ice falling and tripping breakers. All the facilities were operational utilizing back-up emergency generators.

The storm also caused major damage on two of the three interconnecting transmission lines resulting in those circuits tripping and requiring major rebuilds by OPPD and NPPD. When the third interconnection tripped Fremont U8 tripped causing a total city blackout. Fremont Staff and OPPD quickly restored power to Fremont's transmission system and then to the distribution system that was intact.



Awards

In 2024 the Fremont Department of Utilities Electric System received the APPA Excellence in Reliability award for the 7th consecutive year. This award is a direct reflection of the dedication of the Transmission and Distribution and Production teams.



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Natural Gas System

Team

The Natural Gas team led by Gary Ogden, Gas System Superintendent consists of:

- Gas Crew Supervisor responsible for daily activities of the installation and maintenance of the natural gas system and Gas System Workers
- Gas Service Supervisor responsible for the daily activities of the natural gas service workers.
- Locating Team of three staff that perform all the utility underground locates. The team trained and implemented new locating equipment and software to interface with the Nebraska 811 system.

System

The Natural Gas System consists of all piping, regulator stations, and metering equipment. The system also includes the Peak Shaving plant. The plant operates on propane and air mixture and is injected into the natural gas system on extremely cold days. These days are called “Critical Days” as called by Northern Natural Gas. Below is a picture of the propane vaporizer that was installed and tested. This system is tested monthly to make sure that the system is available when needed.

Peak Shaving Plant



Fremont Natural Gas system connects to Northern Natural Gas through two Town Border Stations (TBS) with a total pipeline capacity of 28,210 MCF/Day in the winter months and 17,861 MCF/Day in the summer months. The capacity includes the 1,326 MCF/Day that Northern Natural Gas awarded Fremont in October 2025 through an open season without any capital investment by the utility. The Natural Gas winter season is November 1 through March 31 and summer season is April 1 through October 31.

Fremont / Northern Natural Gas storage agreement continues, Fremont has contracted for 374,510 Dth/Day storage capacity.



Natural Gas Supply

Natural Gas Asset Management

The City of Fremont Department of Utilities Natural Gas System has firm pipeline capacity for both winter and summer seasons. Fremont forecasts a schedule of natural gas demand a week in advance and then a daily commitment. Fremont does not always need all the capacity that is purchased, as a result the Natural Gas Asset Management Company will pay Fremont a monthly fee for the ability to assign that pipeline capacity to other users. BP will pay Fremont a base contract amount of \$33,333.33 per month. The cost per month is allowed to change based on the additional capacity that Fremont purchases and the amount of the capacity available for resale.

Prepay Natural Gas.

Fremont participates in four pre-pay natural gas contracts. These pre-pay agreements provide Fremont with a discount on natural gas purchases.

• Central Plains Energy Project - 3 • Central Plains Energy Project – 4	• Minnesota Municipal Gas Agency • Public Energy Authority of Kentucky
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Prepay natural gas are long-range natural gas agreements that provides Fremont the opportunity to submit a portion of Fremont's natural gas needs into the project for an extended period usually 40-50 years with 5–7-year refinance periods. The prepay public utilities issues bonds based on the commitment from the participating public utilities that they are going to utilize the natural gas for their customers. Based on the bond proceeds the participants (public utilities) get a discount on each unit of natural gas allocated to the prepay project. The prepay bonds are eligible for refinancing and the interest rates established will provide Fremont with a discount for the term of the bonds

Qualifications

The Natural Gas Department implemented new Operating Qualifications procedures and testing. The team also worked with regulators to implement a new standard for Operating / Maintenance and Emergency response procedures.

The team worked with a third-party vendor to develop and implement a public awareness and effectiveness program that sent flyers to all our customers and compiled the results as required for our

operations program.



Water Production / Distribution Sewer Collection Systems

Team

The Water / Sewer Team saw a change in leadership in 2025 with the retirement of Keith Kontor. The Department of Utilities would like to congratulate Keith on his retirement and thank him for his many years of service to the rate payers of Fremont.

The Utility would like to welcome Eric Fuhmeister as the new Water / Sewer Superintendent. Eric started in November 2025 and has been working on learning the system and reviewing all the projects that are currently being planned.

This team is responsible for all Water production, treatment and distribution. In addition, the team is responsible for all sewer lift stations and the sewer collection system.

The water system consists of the Municipal Water Treatment and Storage facility, the well field wells and the intown wells.

The sewer collection system consists of sewer lift stations around Fremont and the collection piping in town and the transmission lines to the Wastewater Treatment Plant.

Fremont Water Treatment Plant



Major Projects Completed / Ongoing

- The team rebuilt three lift stations that included installing new pumps, guiderails and piping. These rebuilds improve pump station reliability and efficiency.
- The water storage facility is a 5,000,000-gallon tank that provides storage for the water distribution system. The storage tank was drained, cleaned and inspected. While the tank was out of service staff took advantage to rebuild the altitude valve. This is the pressure control valve for the water treatment facility.
- Every year the water / sewer department plan on lining a portion of the sanitary sewer mains and rehabbing sanitary manholes. This year the department hired a contractor to line 4,000 linear feet the main sewer and rehab 8 manholes.
- The Water Department Team had a hydraulic model completed of the entire water system. With the resurface project of Broad Street, the Water Department took the opportunity to replace a 4" water main with a 6" water main to remedy a deficiency found in the model.

- Crews continue to GIS all the water and sanitary sewer underground piping. They are also collecting manhole rim elevations, main locations, pipe sizes and flow paths. All this information is compiled to assist with locates and planning.
- Staff continue to investigate the water services for the lead pipe rule. This is a multi-year project that involves the Fremont Team, homeowners, and the State of Nebraska.
- Crews worked to relocate the water line for the construction of the amphitheater in John C. Fremont Park. This included relocating the line, capping the existing line, and installing a flushing hydrant.

Below are photos of the Water / Sewer Department Team in action.



Wastewater Treatment Plant

The Wastewater Treatment Facility Team also saw a change in leadership in 2025 with the retirement of Keith Kontor. The Department of Utilities would like to congratulate Keith on his retirement and thank him for his many years of service to the rate payers of Fremont.

The Utility would like to congratulate Scott Seelhoff who was promoted from Assistant Wastewater Superintendent to Wastewater Superintendent.

This team is responsible for all operations, maintenance and permitting activities at the Wastewater Treatment Facility.

- The Wastewater Treatment Plant Superintendent is responsible for daily activities of the Wastewater Treatment Facility, WWTP staff, daily operation, and maintenance activities and long-range planning

Fremont Wastewater Treatment Plant



Major Projects

- Egg Shaped Digester (ESD-1) was removed from service for cleaning and inspection. The cleaning was scheduled because of bypassing the pretreatment of the plant during the last construction project. While the Egg was empty it was inspected for any issues, finding none, it was put back into service. Egg Shaped Digester (ESD-2) is scheduled for cleaning and inspection CY 2026.
- The March winter storm had a major impact on the Wastewater Treatment Facility. The power to the facility was completely destroyed and needed complete rebuild. Staff brought in two separate generators to keep the biological process alive to continue to treat wastewater. During those 7 days the plant never lost treatment or went outside of NPDES permit levels.
- Staff worked with the vendor on a major rebuild of centrifuge #2 for processing sludge. This machine is a swing machine capable of doing both the thickening and the dewatering side of the process. GEA was the OEM of the machines was onsite to do the needed work. The plant has an inspection agreement with GEA, to inspect the other two centrifuge machines. Centrifuge #3 unit is slated to have its major rebuild work done in 2026.
- In 2025 Fremont and Arlington started conversations to extend the agreement for sewer treatment. Once completed that agreement will be sent to City Council for approval. Arlington owns and operates the collection and transmission system to the City of Fremont Wastewater Treatment Facility.

Awards

The Fremont Wastewater Treatment Plant along with HDR Engineering was awarded a 2025 honor from the American Council of Engineering Companies. At the Fall Wastewater Conference, the Fremont Wastewater Treatment Staff and Facility were awarded a Gold Safety Award, Best in Class Large Facility for the Scott Wilber Award, and the Water Environment Federation Burke Award for outstanding safety program over the last 3 years.

In 2025, the City of Fremont Department of Utilities faced both challenges and opportunities for advancements. The DU team successfully managed operations, maintained infrastructure, and delivered customer services while ensuring reliable and efficient utility systems.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Nabb, Director of Finance

DATE: January 27, 2026

SUBJECT: Financial Report Preliminary FY25 vs FY24 - DU

Recommendation: Receive FY 2025 Financial Report for the Department of Utilities

Department of Utilities Preliminary Fiscal Year Report FY25 vs. FY24 – Unaudited

The financial information presented in this report reflects the preliminary results of operations and is subject to change as part of the year-end closing process. As a municipal and publicly owned utility, we are in the process of unitizing capital projects, closing work orders, and finalizing the allocation of costs between expenses and assets and between funds/units. Depreciation calculations are also underway and will be updated as required.

The final audited financial statements, which will include all necessary adjustments and reclassifications, are scheduled to be completed following the annual audit presented in April. As is standard practice, the year-end closing process ensures compliance with accounting standards and provides the most accurate representation of our financial position.

We appreciate your understanding as these numbers may shift during this process.

Overview

This report summarizes the performance of the electric, gas, water, and wastewater/sewer departments in Fremont, NE. The fiscal year runs from October 1 to September 30. Key performance indicators include year-over-year (YOY) billing comparisons, operational trends, and cash reserve positions.

As requested by City Council, the DU is reviewing all rates and will present the findings upon completion of the FY25 Audit which is a required component for that study. The GM will present all rate studies at once for all the Utilities, expected in April/May.

Electric

Billing Trends:

- **FY25 vs. FY24:** Electric billings increased by 3.19% primarily due to Residential Customers whose consumption increased 3.80% vs PY

Coal Supply and Expenses:

- At the end of Coal purchasing season (Nov 25). The coal pile had 160,944.84 tons which is a 29.5% increase vs FY24 (this includes a 20,093.78 one-time density study adjustment, 13.3% increase without this required adjustment). Because of the repairs to the generating units resulting in less coal consumed (but higher gas consumed) we forecast we need to purchase less coal in FY26.
- Fuel Expenditures decreased ~8.8% YOY to \$10.9m (this includes a 6.3% decrease related to the coal density adjustment above for \$766k), and because we purchased less coal than prior year. Looking forward, We expect to see higher cost in FY26 due to the gas consumed during Unit 8 outage in fall of 2025 and increased cost of coal, which will be partial offset by current coal pile reserve.
- Operational expenses rose by ~6.6% YOY, largely attributed to inflationary pressures, scheduled maintenance activities, and a \$921K increase in purchased power.

Reserves and Debt Service:

- Electric reserves are at **10.9 months** of operating expenses, exceeding the 8-month requirement.
- Annual debt service for FY26 the electric fund totals \$5 million, with a bond coverage ratio of 3.26x.
- However, with planned capital expenditures (capex) outlook for projects like ELG, Generator Rewind and OPPD/NPPD Transformer Replacement which may run \$14M in the next 12 months outlook, we will reduce our \$39.2M of Unrestricted Cash/investments very close to the \$28.8m reserve requirement to maintain 8 months of operational reserves for this fund. Additional planned projects **may require us to issue additional bonds** in this fiscal year as planned.

Water

Billing Trends:

- **FY25 vs. FY24:** Total billings increased by 26.54%, driven by drier conditions compared to the prior year that resulted in higher water consumption, along with approved rate increases. Overall consumption rose 12.42%, primarily due to residential usage, which increased 13.92%.

Reserves and Debt Service:

- Water reserves are at **45.2 months** of operating expenses, currently over the policy threshold
(outlook dropping to under 8 by end of FY28).
- Annual debt service for the water fund totals \$0.4 million, with a bond coverage ratio of 6.24x.
- The planned horizontal well (\$16.5M) and lead pipe rule replacement program (~\$8M over 7-10 years) will erode our \$13.3m of Cash/investments and **will require partially forgivable government loans and perhaps issuing bonds in the next 2-3 years** to maintain an 8 month operational reserve for this fund.

Wastewater and Sewer

Billing Trends:

- **FY25 vs. FY24:** Billings increased by 18.75% largely due to the rate increase (Residential Consumption also increased 1.76% offset by a decrease in Commercial)

Corporate Loads and Rebates:

- Corporate wastewater loads fell below projections, leading to reduced revenue from industrial customers.

Rate Adjustment and Reserves:

- A **rate increase** was implemented mid-FY24 so we are seeing a full year of the rate increase vs partial year in FY24. Wastewater reserves are now at **1.5 months**, working toward the 8-month target.

Debt Service:

- Annual debt service for the wastewater fund totals \$4.1 million, with a bond coverage ratio of 1.27x.

Gas

Billing Trends:

- **FY25 vs. FY24:** Billings increased 19.48% as natural gas cost increased vs FY24 (FY25 \$2.925 Ave Cost/MCF vs \$2.182 for FY24 or 13.41%) as well an increase in consumption of 5.35%

Reserves and Debt Service:

- Gas reserves currently cover **8.5 months** of operating expenses, meeting policy requirements.
- The gas fund has **no outstanding debt** and, therefore, no bond service obligations.

Overall Bad Debt

- We did see a sharp increase in the monthly dollar amount sent to the credit bureau related to unpaid Utility bills. On average for Calendar Year 2025 we sent \$11K per month vs \$6.7K in the prior year. However, our % of billed revenue we send to Credit Bureau remains VERY low at 0.14% (2013 to 2019 our average was 0.18%). (Per a 2019 publication, McKinsey & Company reported that Utilities historically write off up to 2% as non-collectable in the United States.)

Cash Reserves and Bond Coverage Summary

The Department of Utilities is required to maintain a minimum of 8 months of operating expenses in reserves.

Current reserve levels are:

DU Overall: 11.3 Months

- **Electric:** 10.9 months
- **Water:** 45.2 months
- **Wastewater:** 1.5 months
- **Gas:** 8.5 months

Annual Debt Service and Bond Coverage:

DU Overall: \$110.7M | Bond coverage: 2.92x (1.2x minimum, higher is better)

- **Electric:** \$59.4M | Bond coverage: 3.26x
- **Water :** \$0.95 M | Bond coverage: 6.24x
- **Wastewater :** \$50.4 M | Bond coverage: 1.27x
- **Gas :** No debt

Overall, the utilities department remains committed to maintaining financial health, ensuring uninterrupted service delivery, and meeting reserve and debt obligations. Strategic rate adjustments and operational efficiencies have been instrumental in mitigating inflation and maintenance challenges to keep utility rates as low as possible in the long run.

Fiscal Impact: None to receive

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer Nabb, Director of Finance
DATE: January 27, 2026
SUBJECT: Financial Report Preliminary FY25 vs FY24 – City

Recommendation: Receive FY 2025 Financial Reporting for the City of Fremont

Background:

The financial information presented in this report reflects the preliminary results of operations and is subject to change as part of the year-end closing process. As a municipal and publicly-owned utility, we are in the process of capitalizing assets, finalizing the allocation of costs between expenses and assets and between funds/units. Depreciation calculations are also underway and will be updated as required.

The final audited financial statements, which will include all necessary adjustments and reclassifications, are scheduled to be completed following the annual audit presented in April. As is standard practice, the year-end closing process ensures compliance with accounting standards and provides the most accurate representation of our financial position.

We appreciate your understanding as these numbers may shift during this process.

FY25= fiscal year October 1, 2024 - September 30, 2025

FY24= fiscal year October 1, 2023 - September 30, 2024

YOY = Year over Year

PY = Prior Year (i.e. FY24)

Overall View:

Overall for the City (unaudited and still under review), total revenues declined by approximately 7% compared to the prior year, primarily driven by lower donations and reduced federal and state funding. Expenditures increased by approximately 16%, largely due to the construction of the new Multipurpose Fleet Building (funded through reserves), planned street repair projects, ARPA-funded initiatives, higher personnel costs, and inflationary pressures. These impacts were further compounded by lower interest income, reflecting both reduced interest rates and lower investment balances as the City utilized reserves to complete planned capital projects.

Revenues:

Tax Revenues:

- Sales tax revenues are trending up ~0.9% vs PY, which was 9% lower than budget
- Property tax revenue is up 3.4% YoY, and up 1% from budget
- Franchise taxes were up 31.9% YoY, in line with budget
- Business taxes up 0.5%, driven by Telephone Occupation tax up 1.5%, and Food & Beverage taxes up 1.4%, and Lodging taxes up 2.5%, offset by decreases in Garbage Hauler tax down 1.0%.

Charges for Services Revenues:

The Charges for Services category shows a slight increase over 2024, driven by increases in Permits of \$147K and Solid Waste increase of \$95K.

Interest Income:

As expected, Interest income is lower by \$581k, due to lower interest rates and a drop in the amount invested as the City continues to work to utilize committed reserves.

Expenditures:

Overall expenditures (including those around fixed assets) for the City were up 7.36% or \$6.8m YoY

- **Personnel costs** up \$1.9m mainly related to Public Safety \$1.5m (including increased retirement costs) and cost of living adjustments for all other departments.
- **Streets Fund** projects up \$4.7m mainly driven by the **Reserves Funded** Multipurpose Building and Street repair projects.
- **Contractual Services** were up \$2.1m drive by the **ARPA funded** projects noted below.

Federally Funded Expenditures:

In FY24 we made improvements to the City in the amount of \$4.0M vs \$4.8M in FY24. The majority was \$3.1M for ARPA Funds to assist with Storm Sewer Jetting and the Stormwater Master plan, the purchase of a heavy rescue truck and final payments on our Council A/V upgrades. We also used federal funds for our Transit program and Safe Streets for All. We used DOJ funds equitable sharing funds to purchase a drone and participated in highway safety programs for Make It Click and Put the Phone Away or Pay.

Airport:

The revenues from hangar rents were not sufficient to cover the operational and ongoing repair costs for the city airport in FY25. Maintaining an airport requires significant ongoing investment in maintenance and infrastructure. These investments are largely funded through grants and donations which frequently require a local match. Hangar rents were up 27% YOY because of PY's approval of waiving hangar rents while the runway was closed for repair offset by the small increase in rental rates. Repairs and maintenance YoY were up 86% (the majority related to the repairs utilizing the Hangar loan program) resulting in a loss for the airport with the offset supplemented by the General Fund.

General Fund Reserves:

Despite revenues declining and expenditures increasing compared to the prior year, the fiscally responsible use of grants and reserves resulted in a preliminary General Fund ending balance within \$1m of the prior year.

The General Fund reserves calculation is based on this preliminary ending fund balance. Based on early results, after excluding prepaid items, committed funds totaling \$7.9 million, and restricted accounts related to code enforcement and legal defense totaling \$1.3 million, the City appears in compliance with the City cash reserves policy for FY26.

Fiscal Impact: None

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Laura England-Biggs, Library Director

DATE: January 27, 2026

SUBJECT: Keene Memorial Library Board 2024-2025 Annual Report

Recommendation: Receive the Keene Memorial Library Board 2024-2025 Annual Report

Background: The Library Board Annual Report for the 2024-2025 fiscal year is included with this Staff Report. As you can see on the page of highlights, the Library continues to experience growth in the numbers tracked.

In a regular year, the Library adds between 500 and 650 new users to our patron database; in FY 2025, Staff added over 1,100. Staff continue to hear from people who “just dropped in to see what you did” and decide to become part of the library based on what they saw.

Our circulation (items checked out either at the library or through our online providers) experienced a dramatic increase from 161,721 in FY 2024 to over 203,000 in FY 2025.

Programming rose from 240 to 574 offerings this past year, with attendance of 21,784 in FY 2024 (up from 9,920 in FY 2025). Having our own spaces to offer our programs allows us to expand offerings to include new storytimes, tabletop gaming, and an alternating monthly series of crafts and DIY (do-it-yourself) activities.

In FY 2025, 1,211 meetings were held in the six available spaces (Pinnacle Bank Board Room, Fremont and Dodge County Convention & Visitors Bureau Community Room, Wholystone Farms Computer Lab and Classroom, Fremont Area Big Give 2021 Study Room 213, Ann Stephens & John Vasiliades Study Room 214, and MakerSpace.) That’s almost triple last FY at 421. Staff have expanded the number of tables and chairs available in the Community Meeting Room and will soon be exploring what the community wants from a MakerSpace.

Once received by the City Council, this report will be posted to the Library’s website.

Fiscal Impact: None

City of Fremont Values Addressed:

- Strong Leadership
- Fiscally Responsible
- Quality of Life
- Teamwork



DRAFT

2024-2025

ANNUAL REPORT

KEENE MEMORIAL LIBRARY

Highlights



1,128

Number of New Patrons Welcomed



66,451

Patrons Served



219

Average Visits per Day



574 PROGRAMS

21,784 people attended



106,284

Physical Items Checked Out



97,410

Digital Checkouts



672

Average Checkouts per day



5,784

New Items Added



5,417

Computer Use



178,967

Website Visits



41,356

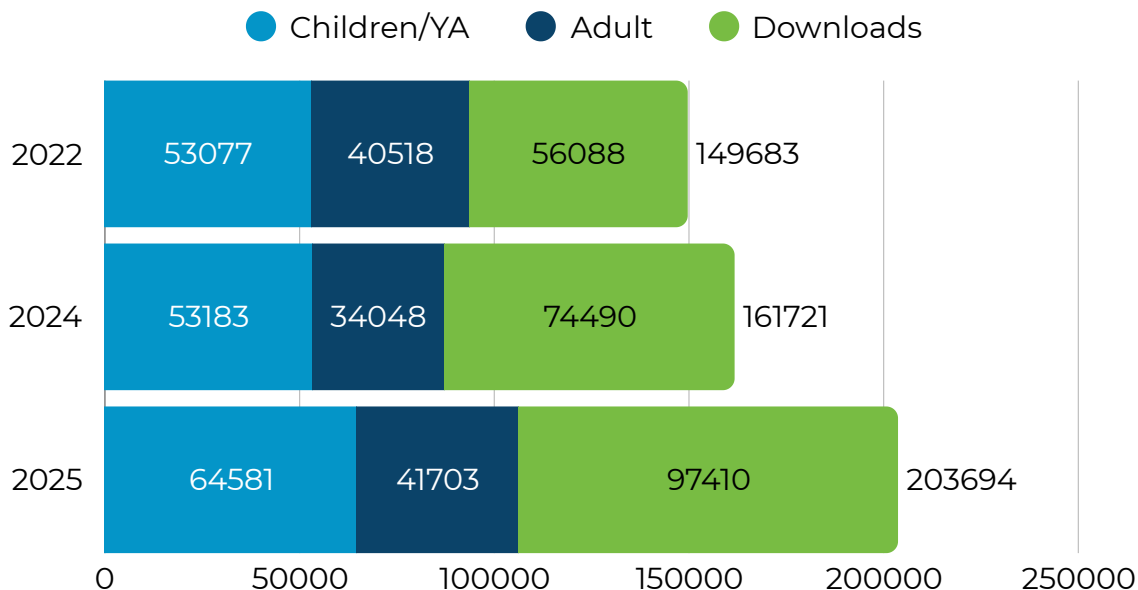
Wi-Fi Visits



1,211 MEETINGS

6,858 in Attendance

Our Circulation Growth Over the Years!



CIRCULATION STATISTICS	
# of items circulated	203,694
# Adult Items Circulated	41,703
nonfic books adult	6,753
Spanish adult nonfiction	332
Taylor Collection	1,002
fiction books adult	29,498
Spanish adult fiction	164
Spanish graphic novels	8
DVDs adult	2,939
Playaway Fiction adult	376
Playaway Launchpads adult	8
audiobooks adult/YA CD	460
Mobile Device (Jet/Kin)	15
Durham Museum Pass	147
# Children/YA items circulated	64,581
nonfic books Juvenile	8,573
fiction books YA	6,166
Spanish YA Fiction	72
Spanish YA graphic novels	1,568
fiction books Juvenile	40,653
Spanish juvenile fiction	443
Spanish Graphic Novels	182
Spanish Nonfiction	169
Spanish Nursery	314
Spanish Picture Books	688
DVDs children	4,199
audiobooks Juvenile	121
Playaways Children/YA	856
Playaway Launchpads children	577
NONCIRCULATING MAGAZINES	1
Download Checkouts	97,410
Comics Plus	401
Freegal download music	2,706
Overdrive downloads (AB, EB, & EMags)	94,303

Service Numbers	
Days Open	303
Average Daily Circulation	672
Door Count	66,451
Av. Daily Attendance	219
Local population	27,141
Local Service area population	27,141
Reference Questions	861
Directional Questions	1,983
Total Book Club Kits Circ	503
Outside Book Club Kits	151
KML Book Club Kits	352
Interlibrary Loan	420
Borrowed	143
Lent	277
# of items Mended	1,481
cardholders as of Oct 1, 2024	9,056
members added Resident	968
members added NON Resident	160
members deleted	51
Total cardholders	10,133

CATALOGING STATISTICS	
books held	62,223
# removed	1,080
# added	3,658
Current number of books	64,801
E-books Overdrive group	
E-books direct purchase (OD ADV)	1,791
Current number of E-books (emags)	44,746
audio units held (CD, Playaway)	2,347
# removed	9
# added	50
Current number of audio units	2,388
audio download Overdrive group	
audio download direct purchase (OD ADV)	878
Current # audio downloadable	29,801
# of video physical units held (DVD)	3,264
# removed	26
# added	259
Current number of video physical	3,497
# of print serials held (mags)	6
# removed	-
# added	-
Current number of print serials	6
# other - microfilm, launchpads, jetpacks	838
# removed	64
# added	26
Current # of other items	800
Total Items held	68,678
# of items removed	1,179
# of items added	5,784
Current Items in Collection	73,283

PROGRAMMING STATISTICS	
Total Programs	574
Total attendance	21,784
# of children's programs (0-5)	273
Total attendance	8,390
Total Onsite Programs	134
Total Offsite Programs	2,517
Total Onsite Attendance	139
Total Offsite Attendance	5,873
Average attendance	31
# of Early Lit & Lit Pre-K	273
Total Attendance	8,390
Total Onsite Programs	134
Total Offsite Programs	2,517
Total Onsite Attendance	139
Total Offsite Attendance	5,873
Average attendance	31
# of Children's Programs (6-12)	117
Total attendance	5,660
Total Onsite Programs	83
Total Offsite Programs	2,259
Total Onsite Attendance	34
Total Offsite Attendance	3,401
Average attendance	48
# of Teen Programs (13-18)	23
Total attendance	386
Total Onsite Programs	7
Total Offsite Programs	57
Total Onsite Attendance	16
Total Offsite Attendance	329
Average attendance	17
# of Youth Outreach Visits	20
Total attendance	2,250
# of Adult programs	88
Total attendance	956
Total Onsite Programs	70
Total Offsite Programs	819
Total Onsite Attendance	18
Total Offsite Attendance	137
Average attendance	11
# of General programs	73
Total attendance	6,392
Total Onsite Programs	48
Total Offsite Programs	2,265
Total Onsite Attendance	25
Total Offsite Attendance	4,127
Average attendance	88

PASSIVE PROGRAMMING STATISTICS	
Total Programs	21
Total participants	1,752
# of children's passive programs	6
Participants	306
# of teen passive programs	4
Participants	85
# of adult/general interest passive programs	11
Participants	1,361
SUMMER READING PROGRAM STATISTICS	
Total # Registered	1,257
Total # Completed	572
SRP children registered	808
SRP children completed	362
SRP YA registered	136
SRP YA completed	62
SRP Adult registered	313
SRP Adult completed	148
# of Adult & General Outreach Visits	57
Total Attendance	557
Total Outreach	77
Total attendance	2,807
Meetings held	1,211
Total attendance	6,858
# of Book-Librarian Sessions	24
Total Attendance	24
Homebound Visits	136

TECHNOLOGY STATISTICS	
Web Visits	178,967
On-line Learning	2,000
Database downloads	47,366
Who's on my Wi-fi	41,356
Internet/Computer Use	5,417
Public Printing (pages)	20,885
# of internet public computers	18
AWE Computer Use - minutes	227,614
AWE Computer Use - sessions	45,499
DATABASE USAGE - Downloads/FT	
Ancestry	6,708
AtoZ Databases	4,240
Gale Vir Ref/Nat Geo/Encycl	34
Grant Station	48
HeritageHub	76
Malibox Plus	80
Mango Languages	374
Newsbank	5,415
Newspapers.com	15,256
Niche Academy	1,207
Transparent Language	11
Universal Class	408
Valueline	15,509
Total Online Learning	2,000
Total Database Sessions	47,366

City of Fremont
Library Budget Report
Fiscal Year 2025

	2025	2024
Revenues		
General fund property tax support	\$ 1,354,038	\$ 1,483,816
Trust Funds	\$ 133,100	\$ 1,780,075
Fine/Fees	\$ 16,434	\$ 12,478
State Aid/Lender Comp	\$ 7,333	\$ 7,682
Donations (Local & Non-Profit)	\$ 11,728	\$ 101,420
Total	<u><u>\$ 1,522,634</u></u>	<u><u>\$ 3,385,471</u></u>

Expenditures		
Salaries & Wages	\$ 1,063,127	\$ 900,166
Books & Materials	\$ 155,364	\$ 133,529
Contractual Services	\$ 167,535	\$ 149,571
Commodities	\$ 29,315	\$ 50,418
Capital	\$ 16,778	\$ 2,054,391
IT purchases for Library (001-2031-419)	\$ 61,170	\$ 61,251
	<u><u>\$ 1,493,289</u></u>	<u><u>\$ 3,349,326</u></u>

General fund property tax appropriated	\$ 1,399,229	\$ 2,580,863
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Not charged to library, but paid on behalf:

Charges to Gen Admin 001-1015

Property insurance		
Approx 6% of total GF share	\$ 25,855	\$ 19,932
Landlines 3 and 1 fax line x 12 mo x \$21.38	\$ 1,026	\$ 1,026

Charges to IT 001-1011

Desktops New FY Spend	\$ 943	\$ 15,186
Laptops New FY Spend	\$ 1,520	\$ -
general fund expenditures:	<u><u>\$ 29,344</u></u>	<u><u>\$ 36,144</u></u>



**These numbers couldn't have been possible
without our staff!**

Thank You



Keene Memorial Library

I, Becky Pence being first duly sworn, depose and state that I am over 21 years of age, have personal knowledge of, and am competent to affirm the following:

1. That the annual Library Report is true and accurate as I verily believe.
2. That by approving the Library Report, the Library Board certifies compliance with the Children's Internet Protection Act, as amended from time to time.

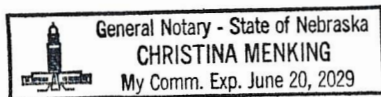
FURTHER AFFIANT SAYETH NAUGHT.

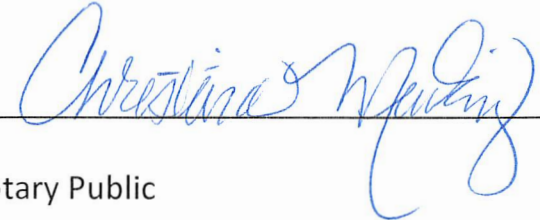
 (Signature)
Rebecca K. Pence (Print Name)

State of Nebraska

County of Dodge

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Becky Pence, known to me and the identical person whose name is affixed to the foregoing affidavit, on this 20th day of January 2026, and acknowledged the execution thereof to be a voluntary act and deed.




Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Angie Olson, Executive Assistant
DATE: January 27, 2026
SUBJECT: Mainstreet of Fremont Annual Report

Recommendation: Receive Annual Report from MainStreet of Fremont

Background: MainStreet of Fremont (Mainstreet) is a partner organization that promotes downtown development. MainStreet's services include business communications, Fremont Creative District support, downtown beautification projects and community events. The City has contracted services with Mainstreet for several years.

As a requirement to the Professional Services Agreement with the City, Mainstreet provides an annual report to the City Council.

Fiscal Impact: No fiscal impact to receive the annual report.



MainStreet of Fremont 2025 Annual Report



CONCERT IN THE PARK



SPRING GALLERY WALK



COLOR THE CORE



HALLOWEEN HYSTERIA



CHRISTMAS WALK



MAINSTREET MINGLES



FREMONT HISPANIC FESTIVAL



DOWNTOWN CLEAN UP DAY

January - December

152 E 6th Street, Suite 104

Fremont, Nebraska 68025

(531) 344 -5470

director@mainstreetfremont.org

www.mainstreetfremont.org

About MainStreet of Fremont

Our Mission:

MainStreet of Fremont exists to improve the quality of life in Fremont by strengthening the historic downtown as the center of the community. The purpose of MainStreet of Fremont is to encourage, promote, and support downtown Fremont's economic vitality, as well as the image and appearance of downtown.

The Four Point Approach

Economic Vitality:

ECONOMIC VITALITY focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Quality Design:

DESIGN supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Effective Promotion:

PROMOTION positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

Sustainable Organization:

ORGANIZATION involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

Reinvestment Report

Our mission:

MainStreet of Fremont exists to improve the quality of life in Fremont by strengthening the historic downtown as the center of the community. The purpose of MainStreet of Fremont is to encourage, promote, and support downtown Fremont's economic vitality, as well as the image and appearance of downtown.

Economic Vitality



5 New business openings



17
New jobs

\$203,345



Façade/Building Rehab Projects

\$391,062

Total Reinvestment



Promotion



15
Programs
& Events



~12.5K
Attendees

5 Committees
Established



556

Volunteer
Hours

Marketing

Facebook Followers
Up from 3.2K

6.2K



805 Instagram Followers
Up from 518

1,916

Newsletter
Subscribers
Up from 1,658



Design*

Flower baskets
installed **86**
860 Petunias!



1800

Flowers planted
in downtown flowerbeds



335
Wreaths

12

Christmas
Trees



4 Façade/Building
Rehab Projects



*In partnership with the Business Improvement District #1



Highlights:

Façade/Building Rehabilitation Projects:

CDBG Funding through the City of Fremont lead to 2 façade improvements. There were additional façade improvements that were privately funded by business or building owners.

Empress Theatre

Before

After



Nebraska Quilt Company

Before

After





Programs & Events

- MainStreet Mingles (Monthly)
- MSF Facade Grant Program\
- Chamber Coffee & Awards
- Spring Gallery Walk
- Downtown Clean Up Day
- Concert in the Park Series
- Color the Core
- Fremont Hispanic Festival
- Fall Gallery Walk
- Halloween Hysteria
- Christmas Walk

Committees

- Business Support & Benefits
- Promotions Committee
- Hispanic Festival Committee
- Design Committee
- Marketing & Branding
- Accreditation Taskforce



Design

In partnership with the Business Improvement District #1 (BID #1) we accepted \$169,000 in grant funding. The funding was used to plant/install and maintain flower baskets and flower beds in the downtown district as well as install and store Christmas Decorations on D and Broad Streets as well as 11 Christmas trees downtown. A huge thanks goes to Siffring Landscape and Garden Center and the Parks & Recreation Department for installing, taking down, and storing the decorations.

MainStreet of Fremont also paid for over 40 new banners to be designed and printed for our downtown light poles. The Fremont & Dodge County Convention & Visitors Bureau sponsored a portion of this project and the BID #1 paid the Street Department for installation of the



MainStreet Mingles

Entrepreneurship is a unique experience. We believe connecting entrepreneurs with each other will foster a community of growth, mindsets that are focused on problem-solving, and breed encouragement. Overall, the goal of these meetings is to create a space for established and aspiring entrepreneurs to help them thrive!

This program is born out of a pilot program from Main Street America. They awarded communities \$3,000 in grant funding in partnership with the Kauffman Foundation.

Once a month we invite entrepreneurs to join us to meet with other Fremont area entrepreneurs (established and aspiring) to discuss milestones, detours, and roadblocks! These sessions will last about an hour with an additional half hour at the end of each session for networking opportunities.

We provide resources, ideas, and small business support. Topics and speakers are suggested by attendees. This program is something we are creating with entrepreneurs, not for them.

We meet monthly on the first Wednesday of the month. We started at the Fremont Area Art Association and have now begun rotating to different businesses.



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Alan Kaspar, Director of Transmission & Distribution
Troy Schaben, Assistant Utility General Manager

DATE: January 27, 2026

SUBJECT: BNSF License for Electric Supply Line Crossing

Recommendation: Approve Resolution 2026-019 authorizing the License Agreement for Electric Supply Line Across Railway with BNSF Railroad in the amount of \$4,406

Background:

Transmission & Distribution will be constructing an additional electric distribution feed to the Fremont Beef campus to be used as a backup during outage events. Fremont Beef has already agreed to reimburse the City for the costs incurred. Fees will be collected up-front before work begins.

The route of this additional feed will cross over the BNSF railroad tracks. An overhead electric supply line crossing requires a license agreement to be executed and applicable railroad fees be paid.

Staff completed line design and submitted a crossing application with BNSF. BNSF has approved the crossing pending execution of the license agreement and remittance of associated fees.

Staff therefore recommends that City Council approve the Resolution authorizing the Mayor to execute a License Agreement for Electric Supply Line Across Railway Property with BNSF.

The Utility & Infrastructure Board will consider this item at their January 27, 2026 meeting.

Fiscal Impact:

Fees associated with the execution of this agreement total \$4,406. Fremont Beef has agreed to reimburse the City for these fees and will do so before any work takes place.

**LICENSE FOR ELECTRIC SUPPLY LINE
ACROSS OR ALONG RAILWAY PROPERTY**

(Electric Light, Power Supply, Irrespective of Voltage, Overhead or Underground)

THIS LICENSE FOR ELECTRIC SUPPLY LINE ("**License**") is made to be effective _____, 2026 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF FREMONT DEPARTMENT OF UTILITIES**, a Nebraska utility ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), an electric supply line containing a maximum of three (3) conductors and one (1) neutral line, together with its supporting or containing structures (collectively, the "**Electric Supply Line**"), across or along Licensor's rail corridor at or near the station of Fremont, County of Dodge, State of Nebraska, Line Segment 0144, Mile Post 28.51 as shown on the attached Drawing No. 95902, dated November 18, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Electric Supply Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose and Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Nine Hundred and No/100 Dollars (\$3,900.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Electric Supply Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services when deemed necessary by Licensor's representative. Flagging costs shall

include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Electric Supply Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Electric Supply Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Electric Supply Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Electric Supply Line, or the construction of a new electric line to replace the Electric Supply Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Electric Supply Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Electric Supply Line.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Wireline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 402-458-7531, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Electric Supply Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Electric Supply Line, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Electric Supply Line in such a manner and of such material that the Electric Supply Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Electric Supply Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Electric Supply Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Electric Supply Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to Section 8. If ordered at any time to halt construction or maintenance of the Electric Supply Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Electric Supply Line, it being solely Licensee's responsibility to ensure that the Electric Supply Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

- 11.8 Licensee shall, at its sole cost and expense, construct and at all times maintain the Electric Supply Line in accordance with the National Electric Safety Code.
- 11.9 If the operation or maintenance of the Electric Supply Line at any time causes interference, including but not limited to physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Licensor or of any lessee or licensee of Licensor, or in any manner interfere with the operation, maintenance, or use by Licensor of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio, or other equipment, devices, other property or appurtenances thereto, Licensee agrees immediately to make such changes in the Electric Supply Line and furnish such protective devices and/or replacement equipment to Licensor and its lessees or licensees as shall be necessary, in the judgment of Licensor's representative, to eliminate such interference. The cost of such protective devices and their installations shall be borne solely by Licensee. If any of the interference covered by this **Section 11.9** shall be, in the judgment of Licensor, of such importance to the safety of Licensor's operations as to require immediate corrective action, Licensee, upon notice from Licensor, shall either, at Licensor's election, cease using the Electric Supply Line for any purpose whatsoever and remove same, or reduce the voltage or load on the Electric Supply Line, or take such other interim protective measures as Licensor may deem advisable, until the protective devices and/or replacement equipment required by this **Section 11.9** have been installed, put in operation, tested, and found to be satisfactory to correct the interference.
- 11.10 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the State Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Electric Supply Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES, AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 Commercial General Liability "CGL" Insurance.
- a. The policy will provide a minimum of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
 - b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing operations and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance

- a. The policy will provide coverage of all employees performing any part of the work or services including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.00.

- ☒ Licensee **elects** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

- 15.5.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.5.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.5.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.5 Prior to entering the Premises or commencing the services or work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.5.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.5.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.5.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.5.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

- 15.5.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.5.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.15 In the event of a claim or lawsuit involving Licensor arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to Licensor.
- 15.5.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, Licensor requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor.
- 15.5.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services performed under this License is performed.
- 15.5.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Electric Supply Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct,

maintain, own and operate the Electric Supply Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Electric Supply Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Electric Supply Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE ELECTRIC SUPPLY LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Electric Supply Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensors may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensors of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensors' ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensors may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensors' rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensors in writing, remove the Improvements, the Electric Supply Line and all appurtenances thereto, or, at the sole discretion of Licensors, appropriately decommission the Electric Supply Line with a method satisfactory to Licensors;
- 24.1.2 report and restore any damage to the Premises or Licensors' other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Electric Supply Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Electric Supply Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Electric Supply Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Electric Supply Line and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.
- 26.4 Licensor shall have the right to transfer and assign, in whole or part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131-2830
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Fremont Department of Utilities
3000 E 1st Street
Fremont, NE 68025

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Electric Supply Line and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Nebraska without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
 - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
 - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof",

"herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131-2830

By: _____
Patricia Villegas
Vice President, Permits

LICENSEE:

City of Fremont Department of Utilities, a Nebraska utility

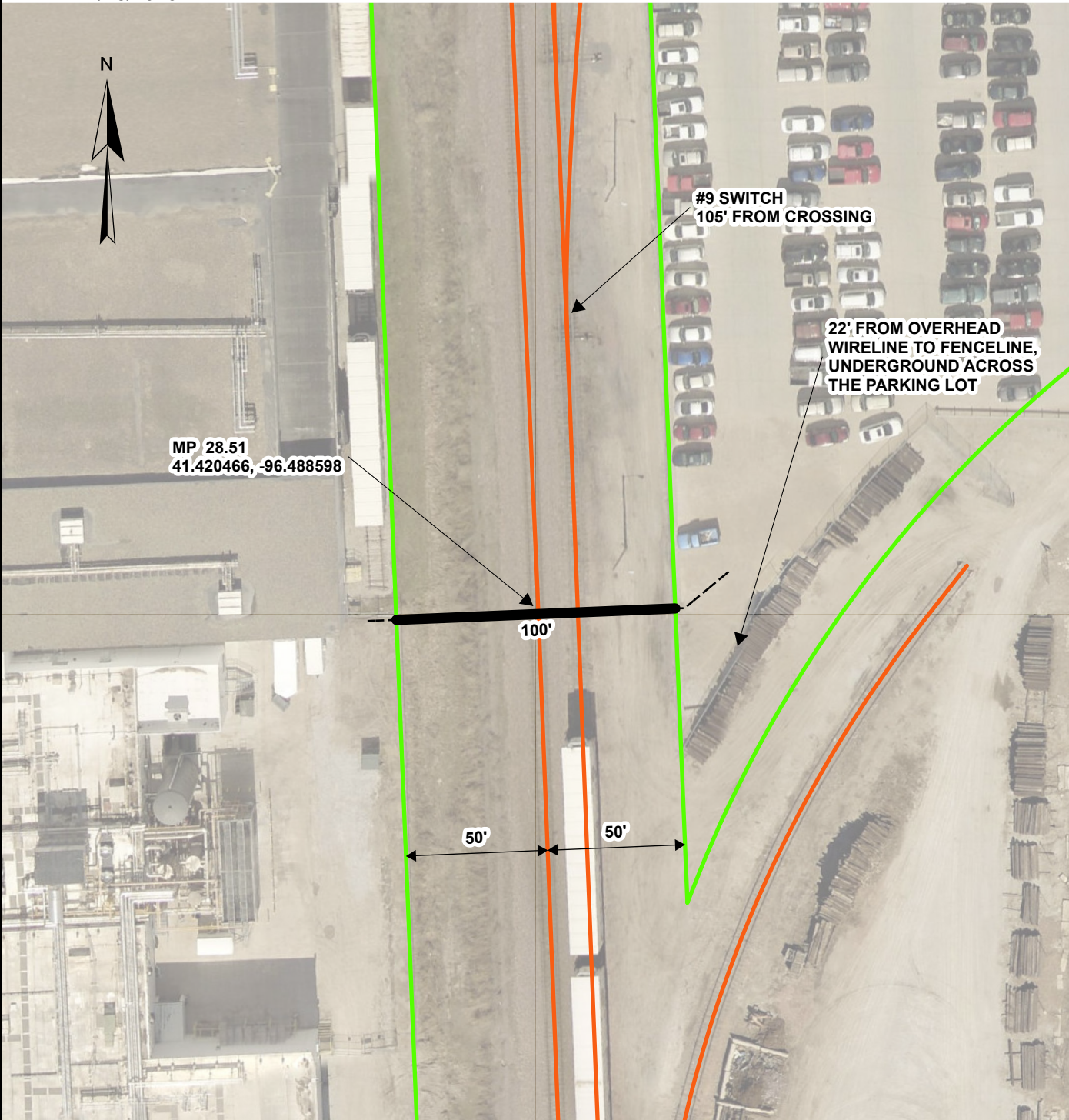
By: _____
Name: _____
Title: _____

SCALE: 1 IN = 50 FT
TWIN CITIES DIV.
SIOUX CITY SUBDIV.
L.S. 0144 MP: 28.51
DATE: 11/18/2025

EXHIBIT "A"

SECTION: 26
TOWNSHIP & RANGE:
17N, 8E
MERIDIAN: 6PM

MAP REF. s63927



DESCRIPTION OF WIRES
WIRES LOCATED AS SHOWN BOLD

TYPE	NUMBER	VOLTAGE	DISTANCE ABOVE TOP OF RAIL	LENGTH ON R/W
ELECTRICAL / NEUTRAL	3 / 1	13.8 KV	33.75'	100'

FREMONT
COUNTY OF DODGE

STATE OF NE

TEC

RESOLUTION NO. 2026-019

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to execute a License Agreement for Electric Supply Line Across Railway Property with BNSF and remit license fees in the amount of \$4,406

WHEREAS, Transmission & Distribution Staff will be constructing an additional electric distribution feed to the Fremont Beef campus to be used as a backup during outage events, and the route of this additional feed will cross over BNSF railroad tracks; and,

WHEREAS, Fremont Beef has agreed to reimburse the City for the costs incurred, and fees will be collected up-front before work begins; and,

WHEREAS, BNSF has approved the crossing pending execution of the license agreement and remittance of associated fees.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize the Mayor to execute a License Agreement for Electric Supply Line Across Railway Property with BNSF and remit license fees in the amount of \$4,406.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Scott Seelhoff, Wastewater Superintendent
DATE: January 27, 2026
SUBJECT: Centrifuge Primary Assembly Rebuild

Recommendation: Approve Resolution 2026-020 authorizing Staff to issue a purchase order to GEA Mechanical for repair of the WWTP centrifuge primary assembly in the amount of \$73,061.51

Background:

On March 11, 2025, the Fremont City Council approved the contract with GEA Mechanical for Centrifuge Maintenance Repairs at the Wastewater Treatment Plant (WWTP). This agreement covered maintenance of the three centrifuges including inspection and replacement of bearings, seals, belts, oil, and filters.

In November 2025, GEA was performing maintenance on Unit #3 and found that the primary assembly for the unit was bad and needed repaired/replaced. The cost to rebuild the primary assembly is \$73,061.51.

Fiscal Impact: \$73,061.51 budgeted.

RESOLUTION NO. 2026-020

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing staff to issue a purchase order to GEA Mechanical in the amount of \$73,061.51 for centrifuge repairs.

WHEREAS, The City of Fremont has an agreement with GEA Mechanical for inspection and maintenance of three (3) centrifuges at the Wastewater Treatment Plant; and,

WHEREAS, During the maintenance and inspection process, GEA identified a need to repair one of the primary assembly units.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize Staff to issue a purchase order to GEA Mechanical in the amount of \$73,061.51 for centrifuge repairs.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Todd Bernt, Fire Chief

DATE: January 27, 2026

SUBJECT: Approve purchase of Self-Contained Breathing Apparatus (SCBA)

Recommendation: Approve Resolution 2026-021 for the purchase of Self-Contained Breathing Apparatus (SCBA) and additional facepieces in the amount of \$329,333, with \$250,909.09 funded by the Assistance to Firefighters Grant

Background: The Fire Department was awarded an Assistance to Firefighters Grant (AFG) for the purchase of Self-Contained Breathing Apparatus (SCBA) and facepieces. The grant will cover \$250,909.09 of the costs, with the remainder being the City's responsibility.

This is to purchase 27 SCBA, 54 air-cylinders, and 32 facepieces. These are to replace our current SCBA which are 16 years old and have passed at least 2 National Fire Protection Association (NFPA) standard editions.

There are only two vendors that are certified for the sale and service of the Scott brand SCBA for our area: 1) Feld Fire and 2) Municipal Emergency Services (MES). Both have provided quotes:

BIDDER	BID
MES (Sourcewell contract)	\$364,971
Feld Fire (HGAC contract)	\$350,322
Feld Fire	\$329,333

Staff recommend the purchase with Feld Fire in the amount of \$329,333. The City's financial responsibility is \$78,432.91 toward this purchase.

Fiscal Impact: AFG grant of \$250,909.09 with the City's share of the remainder in the amount \$78,432.92 coming from Public Safety Sales Tax Fund.



(877) 637-3473

Quote

Quote # QT2019433
Date 01/08/2026
Expires 01/23/2026
Sales Rep Libal, Michelle
PO # Airpack bid
Shipping Method FedEx Ground
Customer City of Fremont Fire Department (NE)
Customer # C31357

Bill To
FREMONT, CITY OF
400 EAST MILITARY AVE
FREMONT NE 68025
United States

Ship To
FREMONT, CITY OF
415 E. 16th St
Fremont NE 68025

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Scott X3	X8914N26005A04		X8914N26005A04 Scott X3 2 per box	26	\$8,007.00	\$208,182.00
Scott X3	X8914n26005a03		X8914n26005a03 Scott X3 1 per box	1	\$8,007.00	\$8,007.00
200129-35			Snap-Change Cylinder, Carbon-Wrapped 30-Year, Pressure 4500, 45 Minutes (at 40 lpm)	54	\$1,882.00	\$101,628.00
FP1S50002M00010			3M Scott Vision C5 Facepiece w/Radio Direct Interface FP1S50002M00010, Gen 2, Motorola, BCH, 5-Strap, Kev, Small	2	\$1,626.00	\$3,252.00
FP1M50002M00010			3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Medium	17	\$1,626.00	\$27,642.00
FP1L50002M00010			3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1L50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Large	10	\$1,626.00	\$16,260.00

Quoting MES sourcewell contract 011824-MES
Sourcewell Member number #81136

Contact: C31357 City of Fremont Fire Department (NE) : Todd Bernt (402) 727-2688

Subtotal	\$364,971.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$364,971.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2019433



Quote
#QUO3910
1/7/2026

Ed M. Feld Equipment Co., Inc.
PO Box 625
113 North Griffith Road
Carroll IA 51401
800-568-2403

Bill To

Fremont, City of - Fire Dept
415 East 16th St.
Fremont NE 68025-5141
United States

Ship To

Fremont, City of - Fire Dept
415 East 16th St.
Fremont NE 68025-5141
United States

Expiration Date
3/8/2026

Shipping Method

Order Date
1/7/2026

Sales Rep
Michael Johnson

Quantity	Item	Additional Notes	Rate	Amount
26	X8914N26005A04 X3PSC 4.5, C5, SEMSII, EZ Scape Pro	Feld Fire Bid. Basic Operation/ Field Level Maintenance Class Included.	\$7,027.00	\$182,702.00
1	X8914N23005A03 X3PSC 4.5, C5 Std, SEMSII, EZ Scape Pro Fixed, No Rope, 1 per box		\$7,027.00	\$7,027.00
32	FP1M50002M00010 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Medium	Fit testing for 33 firefighters included.	\$1,477.00	\$47,264.00
54	200129-35 Cyl&Valve Assy 200129-35, 30 Yr, SC, 4.5, 45 Min, 1 ea/Case		\$1,710.00	\$92,340.00
			Subtotal	\$329,333.00
			Tax (%)	\$0.00
			Shipping	
			Total	\$329,333.00

Estimated delivery -
50 working days



QUO3910



Quote
#QUO3918
1/7/2026

Ed M. Feld Equipment Co., Inc.
PO Box 625
113 North Griffith Road
Carroll IA 51401
800-568-2403

Bill To

Fremont, City of - Fire Dept
415 East 16th St.
Fremont NE 68025-5141
United States

Ship To

Fremont, City of - Fire Dept
415 East 16th St.
Fremont NE 68025-5141
United States

Expiration Date
3/8/2026

Shipping Method

Order Date
1/7/2026

Sales Rep
Michael Johnson

Quantity	Item	Additional Notes	Rate	Amount
26	X8914N26005A04 X3PSC 4.5, C5, SEMSII, EZ Scape Pro	HGAC Bid Feld Fire HGAC # EE11-24 Basic Operation/Orientation Field Maintenance Class Included	\$7,514.00	\$195,364.00
1	X8914N26005A03 X3PSC 4.5, C5, SEMSII, EZ Scape Pro, 1 per box		\$7,514.00	\$7,514.00
32	FP1M50002M00010 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Medium	Fit testing for 33 firefighters included.	\$1,560.00	\$49,920.00
54	200129-35 Cyl&Valve Assy 200129-35, 30 Yr, SC, 4.5, 45 Min, 1 ea/Case		\$1,806.00	\$97,524.00

Subtotal	\$350,322.00
Tax (%)	\$0.00
Shipping	
Total	\$350,322.00

Estimated delivery
50 working days



QUO3918

1 of 1

12.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Limited Assignment - Ed M. Feld Equipment Co., Inc. - Public Services - ID: 14821

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, 3M Company (Contractor) at 3M Center, Bldg. 223-2N-30, St. Paul, MN 55144 and Ed M. Feld Equipment Co., Inc., (Assignee) at 113 North Griffith Road, Carroll, IA 51401.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE11-24, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 13415 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by all parties to this agreement (the "Effective Date") and ends Oct 31 2028. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: Emergency Rescue Equipment

Right to sell products/services in the following geographical area: IA, KS, MO, NE, SD

Right to administer Purchase Orders:

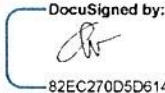
Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

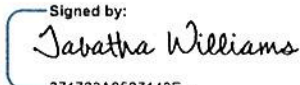
Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

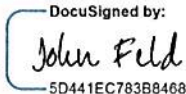
Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by all parties to this Agreement (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC
Signature 
Name Chuck Wemple
Title Executive Director
Date 9/5/2025

3M Company (Contractor)
Signature 
Name Tabatha Williams
Title Contract Coordinator
Date 9/5/2025

Ed M. Feld Equipment Co., Inc. (Assignee)
Signature 
Name John Feld
Title President
Date 9/5/2025

RESOLUTION NO. 2026-021

A Resolution of the City Council of the City of Fremont, Nebraska, approving the purchase of Self-Contained Breathing Apparatus and Face Pieces with Feld Fire in the amount of \$329,333.

WHEREAS, the City was awarded an Assistance Firefighting Grant (AFG) in the amount of \$250,909.09 and the City's responsibility is \$78,432.91; and,

WHEREAS, this grant is to purchase 27 SCBA, 57 air-cylinders, and 32 face pieces; and,

WHEREAS, this purchase is to replace the Fire Department's current SCBA.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, Nebraska approve the purchase of the Self-Contained Breathing Apparatus and Face Pieces with Feld Fire in the amount of \$329,333.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Reznicek, Power Plant Superintendent

DATE: January 27, 2026

SUBJECT: IDS (Industrial Design Solutions) Technical Service Agreement for LDW Power Plant Control System

Recommendation: Approve Resolution 2026-022 authorizing a 3-year Technical Support Service Agreement with IDS for LDW Power Plant Control Systems in the amount of \$100,000 per year

Background:

LDW currently operates all coal-fired units utilizing a Honeywell Distributive Control System (DCS). IDS has been utilized for more than 23 years for troubleshooting and maintaining the Honeywell Control system at LDW. They have provided support for system issues, HPM logic issues, GUS and Native Window graphical interface issues, third party interfaces, network issues, and Honeywell PHD historian support.

This agreement will replace the existing agreement that expires in June of 2026 and provides for:

- Dedicated support phone number with guaranteed 4hr response time, currently 24hrs.
- 100 hours of standard support per year, (currently 25hrs with 10hrs overtime support)
- 160 project engineering hours per year for anything outside of general support such as migration work, logic upgrades, graphics modifications, etc.
- Site control tuning of (3) 1-week visits including travel and living expenses
- Site audits and DCS checkups, (6) total over 3 years, includes travel and living expenses

By having this agreement, LDW will have a team of control engineers and specialists that are thoroughly familiar with our controls and would be available to assist our staff in troubleshooting, repair, and tuning of the plant control systems.

The cost for this support agreement is \$300,000.00 as firm price to be billed annually at \$100,000 per year beginning January 2026.

Year-2026	\$100,000
Year 2027	\$100,000
Year 2028	\$100,000
3 Year Agreement Price	\$300,000

This item will be discussed at the January 27, 2026, Utility and Infrastructure Board meeting.

Fiscal Impact: Budgeted expense for Fiscal Years 2026, 2027, and 2028 in the amount of \$100,000.00 annual expense per contract year.

November 20, 2025

Proposal # 20251120-1

Steve Boothe
City of Fremont

Subject: City of Fremont Annual Support Proposal

Industrial Design Solutions, Inc. (IDS) is pleased to provide the following quotation to City of Fremont for control system support services for the Lon D Wright Power Plant in Fremont, Nebraska. Support services provided by IDS include remote technical support for the Honeywell TDC3000 or PKS control system used by the City of Fremont. This proposal is valid for support coverage from January 1st, 2026-December 31st, 2028. This proposal will supersede the previous tier 3 support agreement that is set to expire in 2026.

Technical Support Services

For this proposal, IDS is providing prioritized, dedicated access to knowledgeable and experienced IDS control system engineers, including Mike Dougherty, Brian Seganti, Cheryl Grenko, and Cody Gratas, who will provide as-needed support and troubleshooting for technical problems associated with the Honeywell control system at Lon D. Wright.

IDS will provide this technical support within the following boundaries:

Area	Description
Covered Systems	IDS has decades of experience troubleshooting and maintaining the Honeywell control system technologies in use at Lon D Wright. For this agreement, IDS will provide support services for TDC 3000 LCN/UCN System issues, HPM logic issues, GUS and Native Window graphical interface issues, third party interfaces, network issues, Honeywell PHD historian support, and other miscellaneous issues that may arise on the existing Honeywell DCS. This agreement also supports the PKS front end.
Support Type	IDS is pleased to offer phone-based support with a dedicated support phone number that routes directly to available IDS engineering staff to ensure support is provided when needed. Additional, IDS is pleased to offer access to an online Zendesk support portal, which is an industry-leading support ticket tracking system for managing support tickets submitted to IDS from Fremont. Issues can be submitted via email, phone, or text. IDS includes 1 GTAC support call per year per support contract.
Response Time	IDS is pleased to provide a response time guarantee of 4 hours from notification of each problem via phone, email, or text. In most cases,

	our response time is often 4 hours or less. We are delighted to offer our customers quick and efficient issue resolution for challenging control system problems.
Standard Hours	This proposal includes 100 support hours total yearly of standard support. Should additional support services be requested, additional fees may apply.
Project Engineering Hours	This proposal includes 160 support hours total yearly project engineering hours that can be used for anything outside of general support. Example: Migration work, logic upgrades, graphics etc.
Site Tuning	This proposal includes 3 (1 week) site tuning visits during the duration of the 3 year agreement. All travel and living is included in the price.
Site Audits	This proposal includes 2 site visits (3 days on-site) for audits and DCS check ups. (6 total visits over 3 years). All travel and living is included in the price.
Support Agreement Valid	January 1 st 2026-December 31 st 2028

PROPOSAL PRICING:

The firm price of this proposal includes the following services and components:

Item	Price
• 3 year support agreement from 2026-2028	\$300,000.00 (Billed at \$100,000.00 per year)
• Optional - One week DCS training Course (manual design + one week on-site training)	\$21,490.00

PRICING TERMS:

- All pricing is valid for 30 days from the issue date of this proposal.
- Any additional hardware, software, or services will be billed to City of Fremont on a Time and Material basis based on the attached IDS Engineer Rate Schedule.
- This contract will be billed annually at 1/3rd the total contract value at the end of year (\$100,000.00 per year).

CONCLUSION:

Thank you for this opportunity to support City of Fremont and the Lon D. Wright Power Plant. Should you have any questions concerning this proposal, please contact us at (623) 606-1380.

Sincerely,



Pete Edwards
President

Industrial Design Solutions, Inc.

Office: 623-434-0183

Cell: 623-670-4041

Email: pedwards@idspower.com



Andy Rohde
Vice President

Industrial Design Solutions, Inc.

Office: 623-434-0183

Cell: 623-606-1380

Email: ajrohde@idspower.com

Proposal Acceptance:

City of Fremont Signature Required Below:

_____ Mayor of City of

Fremont Dev Sookram

_____ Date Signed

IDS Engineer Rate Schedule

Engineering Hourly Rates

	2024	2025	2026	2027
Principle Controls Engineer	\$285.00	\$300.00	\$315.00	\$330.00
Lead Control Engineer	\$215.00	\$230.00	\$245.00	\$260.00
Sr. Control Engineer	\$195.00	\$200.00	\$215.00	\$230.00
Control Engineer II	\$175.00	\$185.00	\$200.00	\$215.00
Control Engineer I	\$145.00	\$150.00	\$165.00	\$180.00
Sr. Networking Engineer	\$195.00	\$200.00	\$215.00	\$230.00
Network Engineer I	\$145.00	\$150.00	\$165.00	\$180.00
Graphics Designer	\$115.00	\$120.00	\$135.00	\$150.00
Database Designer	\$115.00	\$120.00	\$135.00	\$150.00
Project Manager	\$160.00	\$170.00	\$185.00	\$200.00

*Hourly rates are escalated by estimated 3% each year.

Rate Multipliers

Overtime (Saturdays or daily over 8 hours but less than 12 consecutive hours).....1.5
Overtime (Sundays, Holidays or after 12 consecutive hours)2.0

Daily Living Expense

All travel and living costs are billed at cost + 10%.

Travel Time

Travel time to and from IDS's office will be billed at the hourly rate not to exceed 8 hours.
Any additional travel expenses will be billed at cost.

Additional Expenses

Any additional expenses such as work permits, software, etc. will be billed at cost plus 10%.
Any site-specific safety training or pre-qualification training will be billed at cost plus daily rate. Any requirement to ship support equipment or supplies to or from the job site will be billed at cost plus 10%.

Additional Information

Hours worked per day: Hours worked per 24-hour period shall not exceed 16 hours and there must be a minimum of 8 hours off between two consecutive workdays.

Cancellation Policy

In the event a scheduled trip is canceled, all travel related expenses including travel time, shall be billed accordingly unless the trip was canceled more than one month in advance.

Terms of Payment

Net 30 days from receipt of invoice with approved Purchase Order.

RESOLUTION NO. 2026-022

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign an agreement and Fremont Dept of Utilities Staff to issue a Purchase order to Industrial Design Solutions (IDS) for a three (3) year service agreement for Lon D Wright Power Plant.

WHEREAS Lon D. Wright (LDW) Power Plant operates its boilers, steam turbines and generators utilizing a Honeywell Distributive Control System (DCS); and,

WHEREAS IDS has been utilized for more than 23 years for troubleshooting and maintaining the Honeywell Control system at LDW; and,

WHEREAS, this agreement provides for support from a team of control engineers and specialists that are thoroughly familiar with LDW controls and would be available to assist staff in troubleshooting, repair, and tuning of the plant control systems; and,

WHEREAS, the term of this agreement is for three (3) years replacing the current agreement expiring in June of 2026, with each year billed separately beginning in January 2026.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign an agreement and for Staff to issue a purchase order to Industrial Design Solutions (IDS) in the amount of \$300,00 with \$100,000 to be paid each year 2026, 2027, 2028.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, City Administrator
DATE: January 27, 2026
SUBJECT: Award Land Auction Contract

Recommendation: Approve Resolution 2026-024 awarding the Land Auction Contract to Farmers National Company for an amount of 5% of the gross sale price

Background:

The City of Fremont wishes to sell four parcels of ground. Those parcels are described approximately as:

1. Saunders County Parcel ID 002928000, approx. 80 acres
2. Dodge County Parcel ID 270136118 (Contains Building), approx. 0.06 acres.
3. Dodge County Parcel ID 270136131 (Contains Building), approx. 0.22 acres.
4. Dodge County Parcel (No PID) located NW corner of 9th & Luther Road (Contains Building), approx. 0.14 acres.

The City requested proposals for auction services. One proposal was received from Farmers National Company for 5.0% of the gross sale price.

Farmers National Company	5% of gross sale price
--------------------------	------------------------

Fiscal Impact: Estimated \$550,000 to \$725,000 revenue.



Auction Agreement

(Exclusive Right to Sell)

1. OWNERSHIP

The undersigned, the "Owner" or "Seller" (whether one or more) of the real and personal property (collectively, the "Real Estate") described below hereby gives Farmers National Company, "Broker", the exclusive right to sell said Real Estate at public auction, under the terms and conditions set forth herein.

Ownership: Name: City of Fremont, Nebraska C/o Mr. Troy Schaben

Address: 400 East Military Ave City: Fremont State: NE Zip: 68025

Ownership %: 100 Phone: 402-727-2630

Email Address: troy.schaben@fremontne.gov

Names of other Owners: _____

Owner represents that the foregoing information constitutes a true and correct statement of the lawful ownership of the Real Estate, and that Owner has the requisite legal authority to convey the same. Owner will convey title by a duly executed deed of the following type: TBD

Real Estate: Saunders County Parcel ID 002928000 or the North ½ of the Southeast ¼ of Section 33-17-8 (80 ACRES). And 3 city lots-

Dodge County Parcel ID 270136118 (Contains Building), approx. 0.06 acres. 3. Dodge County Parcel ID 270136131 (Contains Building), approx. 0.22 acres

4. Dodge County Parcel (No PID) located NW corner of 9th & Luther Road (Contains Building), approx. 0.14 acres.

County Dodge and Saunders State Nebraska Acres 80.42 +/-

No personal property shall be sold with the Real Estate except: TBD

2. COMMISSION

Upon a successful auction, or if the Owner agrees to any price and/or terms with a ready, willing and able buyer before or after the auction, Owner agrees to pay Broker, at or before closing, a cash commission of 5 % of the gross sale price. In addition, Owner agrees to pay advertising and promotion expenses related to the auction of \$ NA. In the event the auction is not successful and a "No Sale" is called by Owner at the auction, the Owner will reimburse Broker, no later than 10 days following the auction, for all advertising, promotional and marketing related expenses.

Any sales tax liability related to the sale will be the responsibility of Owner.

3. MINERAL, WIND, AND WATER RIGHTS

In selling the Real Estate, Owner will convey all of Owner's interest in the water, certified irrigated acres, oil, gas, wind and other mineral rights in, on, or under the Real Estate. Owner holds legal title to the entire mineral estate, all the rights except: None

4. ENCUMBRANCES

The sale shall be made subject to all easements, covenants, restrictions and regulations of record. The Real Estate is currently subject to encumbrances totaling \$ NA , which shall be satisfied by Owner before or at closing.

5. SALE TERMS

The Real Estate shall be sold for cash, with not less than 10 % paid on the day of the auction as Earnest Money. The remaining balance will be fully paid at closing on or about TBD , 20 26 , or such other date agreed to by the parties in writing.

6. AUCTION LISTING TERM

The commencement date of this Auction Agreement is: January 28th , 2026

Expiration date: July 31, 2026

The date of the Auction is: TBD , 20 26 .

The location of the auction is: TBD

7. TITLE

At or immediately following the auction, Owner will provide evidence of marketable title by: XX a commitment for title insurance, or _____ an abstract of title. The cost of title insurance will be paid by _____ the Owner, or XX shared equally by the Owner and Purchaser.

8. SURVEY

Seller shall provide a new boundary survey for any parcel where there is no existing legal description or where new boundaries are created by the parcel divisions of the auction. Final purchase price _____ will X will not be based upon surveyed acres.

9. REAL ESTATE & PERSONAL PROPERTY TAXES

With regard to the settlement of real estate taxes, personal property taxes, if applicable, and special assessments, Broker is authorized to advertise as follows: RE Taxes Prorated to date of Closing

10. AUCTION METHOD AND RESERVE

Broker is authorized to conduct the auction in the following manner:

_____ Absolute Auction, the high bid must be accepted by the Owner.

X Undisclosed Owner Reserve in the Amount of \$ TBD

_____ Absolute Auction with an Advertised Minimum Bid of \$ _____

_____ On-line Auction

_____ For Sale by Written Bids

11. EARNEST MONEY

OWNER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY BUYER WITH THE OWNER, HIS/HER EARNEST MONEY, LESS THE EXPENSES AND BROKERAGE FEE OF THE BROKER SHALL BE PAID TO OWNER. IF OWNER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF THE BUYER, SHALL BE REFUNDED TO THE BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE OWNER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION OF THIS BROKERAGE FEE AS SET FORTH IN THIS AGREEMENT. OWNER AGREES THAT IN THE EVENT A DISPUTE BETWEEN OWNER AND BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT BETWEEN OWNER AND BUYER, INITIATE AN ACTION IN THE NATURE OF AN INTERPLEADER AND DEPOSIT ALL DISPUTED ESCROWED FUNDS WITH THE CLERK OF THE COURT. IN SUCH EVENT, OWNER AGREES TO HOLD BROKER HARMLESS AND INDEMNIFY BROKER FROM ANY CLAIMS, DEMANDS OR JUDGEMENTS OF A BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY A BUYER OR TO FILE AN INTERPLEADER ACTION OR SIMILAR ACTION.

12. CANCELLATION

If, prior to the auction, Owner terminates this Agreement, or withdraws the Real Estate from sale for any reason without Broker's written consent, Owner shall promptly reimburse Broker for all expenses incurred by Broker in marketing the property plus a cash fee of \$ 5,000.00 .

If Owner calls for a "No Sale" at the auction, Owner agrees to pay Broker the full commission if the Real Estate is sold within 90 days following the auction to any person as a direct or indirect result of any of the marketing efforts performed by Broker. Broker will furnish a written list of prospective buyers to the Seller.

13. AUTHORIZATIONS

Broker, at Broker's discretion, is authorized to pay, on Owner's behalf and upon Owner's approval, all appropriate pre-closing expenses, including, but not limited to real estate taxes, abstract extension, title insurance, filing fees, revenue stamps, commissions, and other charges, and to be reimbursed for such expenses from the proceeds of the sale, at closing.

Broker is authorized to place "FOR SALE" signs on the Real Estate, advertise the Real Estate for sale, and obtain Farm Service Agency, and other governmental information about the Real Estate. Owner authorizes Broker to prepare and complete a real estate sales contract with prospective purchasers and other necessary form documents for the transaction.

14. FARM TENANCY

If some or all the Real Estate is leased, unless otherwise agreed in writing with Broker, Owner shall assume responsibility for the termination of all leases. The leases currently on the property, and their respective termination dates are as follows: TBD

Seller agrees to provide Broker with copies of all leases and other contracts, including CRP contracts, affecting the Real Estate.

15. GOVERNMENT AGRICULTURAL PROGRAMS

X Seller Buyer will receive landowner's share, if any, of annual government program payments for the 2025 crop year. Payments for subsequent years will go to Buyer.

X Seller Buyer will receive landowner's share, if any, of conservation reserve program payments or other conservation programs paid for the 2025 crop year. Payments for subsequent years will go to Buyer.

Owner agrees to provide yield and other required documentation to Buyer to fulfill the obligations of government programs, if any.

Other provisions: _____

16. AGENCY RELATIONSHIP AND DISCLOSURE

Broker acknowledges its responsibilities to carry out its duties and responsibilities hereunder, and to comply with the laws and regulations governing real estate brokers. If Broker does so, but is nevertheless subjected to claims, liability, loss, or damages, including legal fees and court costs, arising out of the brokerage services it provides to Owner, Owner agrees to indemnify and hold Broker and Broker's agents and employees harmless from any such claims, liability, loss, or damages.

- (1) Broker represents that it will be acting as Owner's agent under this Auction Agreement, and, therefore, shall assume the following duties and obligations:
 - (a) To perform the terms of the Auction Agreement;
 - (b) To exercise reasonable skill and care for Owner;
 - (c) To promote the interests of Owner with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to Owner, except that Broker shall not be obligated to seek additional offers to purchase the Real Estate while the property is subject to a contract for sale;
 - (ii) Presenting all written offers to and from Owner in a timely manner regardless of whether the Real Estate is subject to a contract for sale;
 - (iii) Disclosing in writing to Owner all adverse material facts actually known by Broker; and
 - (iv) Advising Owner to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - (d) To account in a timely manner for all money and property received;
 - (e) To comply with all requirements of any applicable Real Estate and/or Auction License Act, and any rules and regulations promulgated pursuant to any such act; and
 - (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
- (2) Broker, acting as Owner's agent will not disclose any confidential information about Owner unless disclosure is required by statute, rule, or regulation; or unless failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against Broker acting as Owner's agent for making any required or permitted disclosure.
- (3) (a) Broker, acting as Owner's agent, owes no duty or obligation to a prospective purchaser, except that Broker must disclose in writing to any prospective purchaser all adverse material facts actually known by the Broker. The adverse material facts may include adverse material facts pertaining to:
 - (i) Any environmental hazards affecting the property which are required by law to be disclosed;
 - (ii) The physical condition of the property;
 - (iii) Any material defects in the property;
 - (iv) Any material defects in the title to the property; or
 - (v) Any material limitation on the Owner's ability to perform under the terms of the contract.

(b) Broker owes no duty to conduct an independent inspection of the Real Estate for the benefit of prospective purchasers and owes no duty to independently verify the accuracy or completeness of any statement made by Owner or any independent inspector.
- (4) Broker may show or auction alternative properties not owned by Owner to prospective purchasers and may list or agree to auction competing properties for sale without breaching any duty or obligation to Owner.
- (5) Broker may not designate other brokers as subagents.
- (6) Owner agrees that Broker may share compensation paid by Owner with another auctioneer or designated real estate broker. Under no circumstances, however, shall any such cooperative

arrangement require Owner to pay a larger commission than that set forth, above.

(7) Owner acknowledges having been provided with any agency brokerage disclosure information prepared by, or at the direction of the State Real Estate and/or Auction Commission.

(8) **OWNER UNDERSTANDS IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY OR LOCAL STATUTE OR ORDINANCE.**

(9) THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

17. MISCELLANEOUS PROVISIONS

TBD

Date: _____

OWNER SIGNATURE

NAME (PRINTED)

ADDRESS

PHONE NUMBER

EMAIL

OWNER SIGNATURE

NAME (PRINTED)

ADDRESS

PHONE NUMBER

EMAIL

OWNER SIGNATURE

OWNER SIGNATURE

NAME (PRINTED)

NAME (PRINTED)

ADDRESS

ADDRESS

PHONE NUMBER

PHONE NUMBER

EMAIL

EMAIL

FARMERS NATIONAL COMPANY, Broker _____

REV 9/2021

RESOLUTION NO. 2026-024

A Resolution of the City Council of the City of Fremont, Nebraska, approving the Land Auction Contract with Farmers National Company and authorizing the Mayor to sign.

WHEREAS, the City of Fremont has four (4) properties that it wishes to sell; and,

WHEREAS, the City requested proposals for auction services and received one proposal; and,

WHEREAS, City Staff recommend awarding the contract to Farmers National Company as the most responsible proposal.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign the Land Auction Contract with Farmers National Company for 5.0% of the gross sale price.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Cari Hoffart, Street Superintendent
DATE: January 27, 2026
SUBJECT: Authorized P4 Private Hangar Lease Transfer to Brett Griess

Recommendation Approve Resolution 2026-026 authorizing the Mayor to sign the transferred private hangar land lease to Brett Griess for P4

Background:

This P4 Hangar is a privately owned structure on leased land at the Fremont Municipal Airport. The structure was recently sold to Brett Griess, and this land lease contract is needing officially transferred as is. Brett was an existing tenant in good standing with the Fremont Municipal Airport at the time of purchase of this private hangar structure.

The Utility and Infrastructure Board will consider this item at their January 27, 2026 Meeting.

Fiscal Impact: None.

CITY OF FREMONT MUNICIPAL AIRPORT COMMERCIAL HANGAR LEASE

THIS LEASE AGREEMENT is made and entered into this 20th day of July, 2012, by and between the CITY OF FREMONT, Nebraska, a municipal corporation, (herein called "LANDLORD") and Bret Griess, (herein called "TENANT").

WHEREAS, LANDLORD is the owner of certain real property located at FREMONT MUNICIPAL AIRPORT in Dodge County, Nebraska; and,

WHEREAS, LANDLORD has agreed to Lease property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to Lease said property from LANDLORD, and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do agree as follows:

1. TERM. The term of this Lease Agreement shall be for twenty (20) years commencing on July 20th, 2012 and ending on July 20th, 2032 unless sooner terminated as herein provided. TENANT shall have the option to renew for an additional ten (10) year term upon giving the LANDLORD notice in writing of its intention to extend, at least three (3) calendar months prior to the termination of the initial term and any option if extended. The notice in writing shall be addressed to the City Clerk and may be delivered in person or by registered mail. All permanent improvements on said Premises become the sole property of the LANDLORD upon the termination of this Lease.

2. PROPERTY. The property subject to this Lease is as shown on Exhibit "A" attached hereto (herein called the "Premises").

3. USE. The TENANT shall, upon review and approval of the LANDLORD, which approval shall be deemed given upon issuance of a building permit, have the right to construct, maintain and use a hangar upon the Premises providing such building or structure conforms to all relevant building code requirements, State and Federal laws, and pertinent provisions of any local ordinance(s).

A. Within twelve (12) months of execution of this Lease, the TENANT is to construct thereon a hangar consisting of a steel building approximately Seventy (70) feet by One Hundred (100) feet, to be built upon concrete foundation reasonably suitable for airplane hangar purposes and to accommodate light to medium weight airplanes similar substantially to those now hangared on other portions of the airport property, or those that use the airport for takeoffs and landings, and the TENANT also has permission to construct a concrete apron approximately Three Thousand Four Hundred (3400) square feet in area connecting the building floor to the east/west taxiway to be constructed or currently under construction by Landlord. All plans for such buildings or structures shall be subject to review and approval by the LANDLORD prior to construction. Written approval must be obtained prior to beginning construction.

Failure by TENANT to construct said hangar with the time period above shall constitute a default by the TENANT.

B. TENANT shall be responsible for all costs associated with the following:

a. Concrete approach from the hangar to the taxiway as designated by the LANDLORD.

b. Water, sewer, and gas services from the hangar to the existing mains as designated by the LANDLORD.

c. Electrical service from existing service termination point as designated by the LANDLORD.

d. TENANT shall also be responsible for gas, electric, water, and sewer utility main assessments as well as assessments for taxiways as determined by the LANDLORD. These assessments shall be paid by TENANT by assessment of total costs amortized over the initial term of the Lease. Landlord shall cause the east/west taxiway to be fully constructed and available for access and use by TENANT by an expected date no later than the December 31, 2012. Estimated costs and payment schedules utility assessments are attached as Exhibit B.

C. The Premises shall be used solely for the storage and limited maintenance of AIRCRAFT. Any other usage, i.e., as a general storage facility or running a business enterprise out of the Premises shall be a default of the Lease, subject to notice of default and opportunity to cure by TENANT.

D. The Premises are to be used by the TENANT Pursuant to FAA Order 5190.6B, Airport Compliance Requirements, the TENANT, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. TENANT will dispose of used oil or hazardous waste from the maintenance of AIRCRAFT only in approved receptacles. Approved receptacles may not be available at the Airport, in which case the TENANT must remove the oil or hazardous waste from the Airport for proper disposal. TENANT will make no unlawful, improper, or offensive use of the Premises.

4. RENT. The TENANT hereby agrees to pay rent to LANDLORD of \$1800 per year, together with any taxes thereon, in advance, on or before the 20th day of July, each year during the term of this Lease. TENANT has paid to LANDLORD a security deposit in the amount of \$1,800 upon the execution of this Lease, which deposit shall be returned to TENANT upon 10 years of on time payments or termination of this Lease, whichever occurs first, so long as there is no rent left unpaid and no damage to the Premises.

5. LATE PAYMENTS. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 10% of the amount

of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

6. RENTAL RATE ADJUSTMENT. Five (5) years after the effective date of this Lease, and every five (5) years thereafter, the parties agree that the annual rental amount agreed upon above shall be adjusted to reflect the changes of the Consumer Price Index, All Urban Consumers – Midwest Region. Utility assessments shall not be subject to CPI adjustments.

7. INSURANCE. TENANT will maintain fire and casualty insurance on the structure at TENANT's expense with the understanding that the TENANT shall either rebuild or repair the facility, or if the TENANT chooses to terminate the Lease, pay the LANDLORD the funds required to repair or rebuild the facility to substantially the same condition. TENANT shall maintain liability insurance on the Premises in single limit coverage of not less than \$1,000,000.00, and \$5,000,000 annual policy aggregate for all occurrences, which insurance shall name LANDLORD as an additional insured. TENANT shall assume all liability for damage or injury to persons or property which may occur on the Premises or which may arise from TENANT'S use of the Premises, but shall not include liability for damage or injury to the extent caused by, or arising from, the intentional conduct or negligence of LANDLORD. Assumption of liability, (Subject to the exceptions applicable to LANDLORD) extends to the damage or injury to persons and property of TENANT, TENANT's agents, employees, invitees, licensees, as well as persons and property of third parties. TENANT shall provide at least thirty (30) days advance notice of cancellation or proposed changes in the above coverage and the policies shall require the same. TENANT shall deliver the above policy (or copies thereof) to LANDLORD at the inception of this Lease, and shall furnish LANDLORD with Insurer's certifications that such insurance is in force and good standing. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be delivered to LANDLORD. If such insurance coverage is canceled or reduced, TENANT shall immediately notify LANDLORD of same, and shall file with LANDLORD a certificate showing that the required insurance has been reinstated or provided through another insurance company.

In the event that TENANT shall at any time fail to furnish LANDLORD with the certificate of insurance required, LANDLORD shall have the right to secure the required insurance at the cost and expense of TENANT, and TENANT agrees to promptly reimburse LANDLORD for the cost thereof, which costs shall be additional rent hereunder and shall be immediately due and payable.

8. ASSIGNMENT. The TENANT shall have the right to sell the improvements upon the real estate and to assign or sublease the Premises, subject to the terms of this Lease, upon reasonable consent of the LANDLORD, which consent shall not be unreasonably withheld or delayed. TENANT shall not mortgage or pledge this Lease.

9. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. The hangar building, electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage to the premises occasioned by reason of such removal or damage caused by TENANT'S occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

10. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Lease, LANDLORD may, at its option, without notice, relet said Premises and improvements thereon, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

11. ALTERATIONS. TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and material men's liens upon the Premises. All improvements on said Premises become the sole property of the Landlord upon the termination of this Lease.

12. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law.

13. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Fremont Municipal Airport. This Lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and

documents under which the LANDLORD acquired the subject property from the United States of America and the City of Fremont and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the Lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Fremont Municipal Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective. If the Lease or rights of Tenant are materially impaired, rescinded or altered by any of these actions, then the City will reimburse to Big Red Aviation the unamortized costs of construction of the hangar building, facilities and apron, based on a straight 30 year amortization to coincide with the potential 30 year term.

14. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued.

15. MAINTENANCE OF BUILDINGS. The TENANT will maintain the structures occupied by it and the surrounding land Premises in good order and make such repairs as are necessary. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs required to be made by TENANT, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefore. LANDLORD reserves the right to enter on the Premises at all reasonable times

to make such repairs. In the event of fire or any other casualty to structures owned by the TENANT, the TENANT shall either repair or replace the building or remove the damaged building and restore the Leased area to its original condition; such action must be accomplished within One Hundred Twenty (120) days of the date the damage occurred. Upon petition by the TENANT, the LANDLORD may grant an extension of time if it appears such extension is warranted.

16. NON-EXCLUSIVE USE. The TENANT shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the LANDLORD in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the TENANT 's aircraft; the right of ingress to and egress from the Premises, which shall also extend to TENANT's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

17. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Nebraska to qualify for the expenditure of State or Federal funds upon the Airport.

18. NOTICES. Whenever any notice is required or permitted by this Lease to be given, such notice shall be by certified mail or overnight delivery addressed to:

Fremont City Clerk
400 East Military
Fremont, Ne 68025

Bret Griess
24344 Leavenworth Cir.
Waterloo, NE 68069

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

19. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach. The provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

20. ACCESS. The Leased Premises shall, in all events, include access to the Premises from Airport Road on the East, either directly or indirectly. In the event that this

access shall change, the LANDLORD agrees to provide alternative access to the Premises providing the LANDLORD provides this access as a public access to the airport facilities.

21. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

22. SNOW REMOVAL. The LANDLORD shall be responsible for the removal of snow on runways and taxiways. The TENANT shall be responsible for expense in installing, maintaining and snow removal for access to and from said taxiways.

23. CLEANLINESS. TENANT agrees to keep the Premises in a clean and sanitary condition, and to abide by all safety and fire regulations. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises.

24. DANGEROUS ACTIVITIES PROHIBITED. TENANT agrees not to do or allow anything to be done which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, his agents, employees, guests, or invitees on or about or adjacent to the premises.

25. AIRPORT FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD'S written permission.

26. AIRPORT PROTECTION. It shall be conditions of this Lease that:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the highest point of the improvements on the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. LANDLORD expressly agrees for itself, its successor and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

27. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Fremont Municipal Airport are funded in whole or in part by the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

28. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into LANDLORD'S sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, reLeased, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever, except in compliance with such laws and regulations. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

29. The TENANT, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

30. DEFAULT. The occurrence of one or more of the following is an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (10) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy are filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other Lease or agreement with LANDLORD, which is not cured within any applicable notice and cure period.

31. LANDLORD'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD; without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

E. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

F. Exercise any combination of the above or any other remedy provided by law.

32. ATTORNEYS' FEES AND COSTS. In the event any action, suit or proceeding is brought to collect the rent due, or to become due hereunder, or any portion thereof or to take possession of said Premises or to enforce compliance with this Lease or for failure to observe any of the covenants of this Lease, TENANT agrees to pay the LANDLORD such sum as the Court may adjudge reasonable as attorney costs and fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the Appellate Court.

33. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

34. TAXES. Any taxes on this Lease, the Lease payments or the Premises shall be the obligation of TENANT. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

35. UTILITIES AND SERVICES. TENANT is required to use the LANDLORD's water, electric and sewer system. TENANT further agrees to pay when due all charges and expenses for water, electric, and sewer services, and fire protection, and all other utilities and services used in connection with the Premises. LANDLORD reserves the right to modify from time- to-time the cost of providing utilities and services (including water, electric, sewage, and fire protection). LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT.

36. SUITABILITY OF PREMISES. The TENANT acknowledges having examined the Premises thoroughly before entering into this Lease, and does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

37. SIGNAGE. Tenant shall not install any advertising or signage on the Premises other than reasonably sized signs for hangar identification. All signage on the Premises must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably withheld.

38. TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

ATTEST:

THE CITY OF FREMONT NEBRASKA,
A Municipal Corporation

Michael Chatterson, City Clerk

Dev Sookram
Mayor

Bret Griess, Owner

Name: Bret Griess

Title: Owner/Operator

Exhibits Attached:

- A. Map/Real Property Description
- B. Cost estimate and payment schedule for utility mains and taxiways assessments (if available)

EXHIBIT "A"

Bret Griess Hangar Lease

A tract of land in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 17 North, Range 8 East of the 6th P.M., Fremont, Dodge County, Nebraska, more particularly described as follows: Commencing at a point 2203.5 feet North of the North Line of Linden Avenue and 800.0 feet West of the West Line of Airport Road, thence N 00°00'00"E (bearing assumed and all other bearings are relative thereto) a distance of 493.5 feet along a line 600.0 feet West of and parallel to the West Line of Airport Road; thence N 90°00'00"E a distance of 240.0 feet to the Point of Beginning; thence N 90°00'00"E a distance of 100.0 feet; thence N 00°00'00"E a distance of 120.0 feet; thence N 90°00'00"W a distance of 100.0 feet; thence S 00°00'00"W a distance of 120.0 feet to the Point of Beginning, containing 0.28 Acres more or less.

Bret Griess Hangar
Lease (5-31-12)

EXHIBIT B

This Exhibit is part of the Lease Agreement between the City of Fremont and Bret Griess. The costs of gas, electric, water and sewer utility main assessments, as well as assessments for taxiways will be as follows:

- | | |
|---------------------------------|---|
| 1. Taxiway Assessment: | Not individually assessed. See total below. |
| 2. Natural gas main assessment: | Not individually assessed. See total below. |
| 3. Water Main Assessment: | Not individually assessed. See total below. |
| 4. Sewer Main Assessment: | Not individually assessed. See total below. |
| 5. Electric Assessment: | Not individually assessed. See total below. |

TOTAL: \$1,800 per year

The primary aircraft which will be in Hangar K, based at KFET is a Cirrus SF50 Vision Jet. It's tailnumber will be N518BG from January through July of 2026, then switching to N418BG mid-July of 2026.

There will also be occasional transient aircraft stored in the hangar of friends, colleagues and family visiting. Not for charge, solely as transient hangaring.

RESOLUTION NO. 2026-026

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the private hangar land lease transfer of P4 to Brett Griess

WHEREAS, The P4 privately owned structure was recently sold; and,

WHEREAS, Brett Griess has purchased the structure, assuming the existing lease.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorizes the Mayor to sign the existing private hangar land lease with Brett Griess for Hangar P4.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator

DATE: January 27, 2026

SUBJECT: Economic Development Administration (EDA) Grant Contract
Amendment 2 for Agreement No. 24-11-317

Recommendation: Approve Resolution 2026-027 authorizing the Mayor to sign the Subaward Agreement #24-11-317 Amendment #2 for the EDA Tourism Grant Award

Background: In February 2023, the City of Fremont Parks and Recreation applied for funding from the Nebraska EDA Tourism Grant Program to rehabilitate and expand trails in Hormel and Wildwood Parks and add an inclusive and natural-inspired playground inside the forest area of Wildwood Park.

The City's application was approved for \$113,106 for the purchase of a compact wheel loader, stump grinder attachment, mulch attachment, and grapple fork bucket to rehabilitate and expand the park trails. In June of 2025, DED awarded the City an additional \$190,734 for a total award of \$303,840, approved via Resolution 2025-134.

The project is now in the reimbursement and close out phase. The Amendment extends the grant contract period for an additional 90 days.

Per the EDA, a Security Agreement was approved by Council for this grant at the January 13, 2026 meeting.

Fiscal Impact: Potential \$303,840 maximum in grant reimbursement funds.

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
SUBAWARD AGREEMENT
AGREEMENT NO. 24-11-317
AGREEMENT AMENDMENT NO. 2**

1. PARTIES

This Amendment to Subaward Agreement 24-11-317 (“the Agreement”) is entered into by and between the State of Nebraska – Department of Economic Development (“the Department”) and the City of Fremont (“Subrecipient”).

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Department and Subrecipient.

3. FACTUAL RECITALS

The Agreement is a subaward of federal financial assistance by the Department to the Subrecipient intended to assist, stimulate, or support Subrecipient in carrying out its allowable activities under the U.S. Economic Development Administration’s (EDA) Tourism Grant Program.

The purpose of this Amendment is to extend the final financial reporting deadline to 90 days after the Subaward end date, to reconcile provisions for financial reporting, and to amend reporting requirements frequency to semiannual.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified to extend the final financial reporting deadline to 90 days after the Subaward end date as follows:

- A. Article IV, Section 1 – General Reporting Requirements, is deleted in its entirety and replaced with the following:

Section 1 – General Reporting Requirements

Subrecipient is to report to the Department and will cooperate and confer as necessary to ensure satisfactory work process. Subrecipient should direct all contact to its Program Manager, as previously identified. All reports made in connection with this Subaward are subject to review and final approval by the Department. The Department may review and inspect the Subrecipient’s activities during the term of the Subaward. Additionally, after reasonable notice of at least 24 hours to the Subrecipient, the Department may

review any of the Subrecipient's internal records, reports, or insurance policies. If the Department determines that Subrecipient is performing unsatisfactory or is noncompliant, disbursements may be withheld, costs disallowed, suspension of the award, or any other action deemed appropriate by the Department may be implemented.

All financial, program, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS,""). Financial and program reports must be aligned and supportive of one another. Subrecipient's Program Manager will provide a direct link for Subrecipient to utilize for reporting purposes.

Pursuant to 2 CFR 200.332, the Department will provide the Subrecipient with administration training and technical assistance on program-related matters. The scope of training and assistance provided by the Department shall vary in scope over the course of the program as the Department determines is necessary to ensure the Subrecipient is compliant with all program requirements and is accomplishing program performance goals in a timely and correct manner. For technical assistance, Subrecipient may also utilize the help feature on GMS by accessing the following link, <http://opportunity.nebraska.gov/amplifund/>.

All final financial and program reports shall be submitted by the Subrecipient within 90 days of the end of this Subaward, unless an extension of time is granted in writing by the Department. Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Subrecipient to be in substantial breach of this Subaward, for which the Department may immediately terminate this Subaward and/or require repayment of all funds disbursed to the Subrecipient for the Program.

Subrecipient shall permit the Department, its auditors, and auditors of the Federal government to have access to Subrecipient's records and financial states as necessary to comply with all applicable Federal, State, and local regulations.

- B. Article IV, Section 2 – Financial Reporting, is deleted in its entirety and replaced with the following:

Section 2 – Financial Reporting

Subrecipient shall timely submit all financial reports monthly, by the 15th of each month, through the Department's GMS. Financial reports shall align with Subrecipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.) Subrecipient agrees to only incur costs under this Subaward which are eligible under the Cost Principles detailed in 2 CFR 200.400 – 476.

Federal Financial Reporting Requirements:

Subrecipients will have to report the following:

- Obligations and Expenditures
 - o Monthly obligation amount
 - o Monthly expenditure amount

- Program Income (Report the program income earned and expended to cover eligible project costs, if applicable.)
- Adopted Budget (Report the expenses that are necessarily incurred to execute the program.)
- Detailed information on any loans issued
- Detailed information on any contracts awarded

State Financial Reporting Requirements:

- No additional requirements noted at this time. The Department may impose additional financial reporting requirements at its discretion.

C. Article IV, Section 3 – Program Reporting, is deleted in its entirety and replaced with the following:

Section 3 – Program Reporting

Subrecipient shall timely submit all program reports semiannually through the Department's GMS. Reports are due on the 15th day for corresponding the period. The Subrecipient will be required to prepare and provide program reports as outlined below.

Federal Program Reporting Requirements:

- Project Status (Report on project status each reporting period, in four categories: Not Started, completed less than 50 percent, Completed 50 percent or more, or Completed)
- Project Demographic Distribution
 - o What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - o If this project primarily serves more than one Impacted and/or Disproportionately Impacted population.
- Primary place of performance
- Civil Rights Compliance (Report on Subrecipient's compliance with Title VI of the Civil Rights Act of 1964. This may include a narrative describing Subrecipient's compliance, along with other questions and assurances.)
 - o This specific requirement will be on an annual basis.
- Other Reporting Requirements, as applicable

State Program Reporting Requirements:

Subrecipients will have to report the following:

- Goals identified by Subrecipient in its application for grant funds
- Narrative on status of project
- Site location verification
- Contractor data
- Efforts to rebuild travel and tourism sector

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

The parties acknowledge they have read and understand this Amendment, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	CITY OF FREMONT
By: _____ Signature of Authorized Official	By: _____ Signature of Authorized Official
Javier Saldaña, Jr. Division Administrator Economic Recovery Division	_____ Name
1313 Farnam Street, Suite 305 Lincoln, NE 68521	_____ Title
_____ Date	_____ Street Address
	_____ City, State, Zip
	_____ Date

RESOLUTION NO. 2026-027

A Resolution of the City Council of the City Of Fremont, Nebraska, authorizing the Mayor to sign Subaward Agreement #24-11-317 Amendment #2 for the EDA Tourism Grant Award.

WHEREAS, the City of Fremont received a grant award for the rehabilitation and expansion of trails at Hormel and Wildwood Parks; and,

WHEREAS, Nebraska Department of Economic Development has requested an amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska, authorizes the Mayor to sign Amendment #2 to Subaward Agreement Contract No. 24-11-317.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, City Engineer

DATE: January 27, 2026

SUBJECT: North Downtown Streetscape Agreement

Recommendation: Approve Resolution 2026-029 authorizing the Mayor to sign the contract with Veenstra & Kimm, Inc. for North Downtown Streetscape Revitalization project in the amount of \$400,000

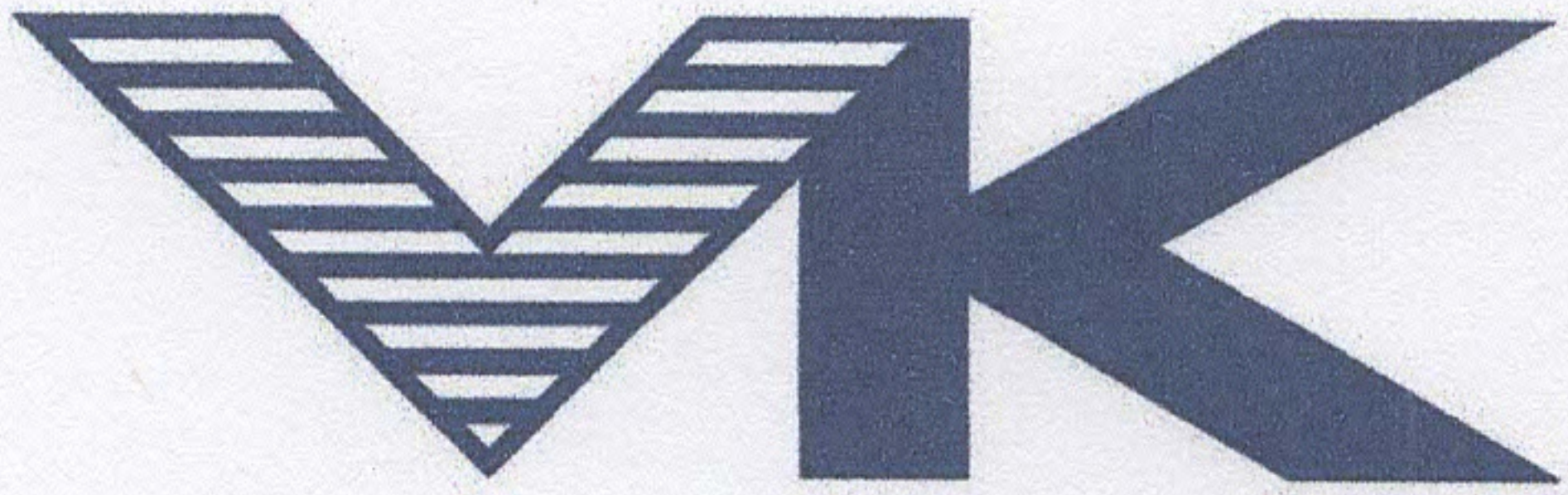
Background:

On December 9, 2025 the Fremont City Council accepted the proposal from Veenstra and Kimm, Inc. for the North Downtown Streetscape Revitalization Plan.

The agreement includes scope and costs of the project per the submitted proposal.

The Utility and Infrastructure Board will consider this item at the January 27, 2026 meeting.

Fiscal Impact: \$400,000 in budgeted funds.



VEENSTRA & KIMM INC.

203 Sergeant Square Drive, Suite B // P.O. Box 220
Sergeant Bluff, Iowa 51054

712.943.5055 // 877.241.8009
www.v-k.net

January 14, 2026

Mr. Troy Schaben
Assistant Utility General Manager
City of Fremont
400 E Military Ave.
Fremont, NE 68025

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
NORTH DOWNTOWN STREETScape REVITALIZATION
FREMONT, NEBRASKA**

Dear Mr. Schaben:

Enclosed is Veenstra & Kimm, Inc.'s Professional Services Agreement for the North Downtown Streetscape Revitalization. Please review the agreement and if acceptable please have the agreement signed and dated where noted on the first page of each copy of the agreement. Please return one (1) fully executed copy of the agreement to this office and keep one (1) copy for your records.

If you have any questions or need additional information concerning this Professional Services Agreement, please feel free to contact Patrick at (712) 943-5055 or by email at pmouw@v-k.net.

We look forward to working with you on this project.

Sincerely,

VEENSTRA & KIMM, INC.

Patrick Mouw, P.E.
Project Manager

Enclosures

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made as of _____, 2026, between the City of Fremont, NE, **(CLIENT)** and Veenstra & Kimm, Inc., **(CONSULTANT)**.

CLIENT requires consulting services for the North Downtown Streetscape Revitalization as defined in **EXHIBIT 1**.

CLIENT and **CONSULTANT** agree:

1. **Scope of Services.** **CONSULTANT** shall perform professional services as stated in **EXHIBIT 2**.
2. **Compensation.** **CLIENT** shall compensate **CONSULTANT** for **CONSULTANT**'s services as stated in **EXHIBIT 3**.
3. **General Considerations.** General considerations to this Agreement are as stated in **EXHIBIT 4**.
4. **Terms and Conditions.** **CONSULTANT** shall provide professional services in accordance with the terms and conditions stated in **EXHIBIT 5**. If **CLIENT** issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply
5. **CLIENT** has provided or shall provide for payment from one or more lawful sources of all sums to be paid to **CONSULTANT**.
6. Following **EXHIBITS** are attached to and made part of this Agreement.
 - a. **EXHIBIT 1** - Project Scope
 - b. **EXHIBIT 2** - Scope of Services.
 - c. **EXHIBIT 3** - Compensation.
 - d. **EXHIBIT 4** - General Considerations
 - e. **EXHIBIT 5** - Standard Agreement Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this **Agreement** as of the day and year first above written.

CITY OF FREMONT

VEENSTRA & KIMM, INC.

By: _____
Name: _____
Title: _____

By: _____
Patrick Mouw, P.E.
Project Manager

Date: _____

Date: _____

Attest:

Attest:

SCOPE OF PROJECT

It is understood and agreed the Project has the following background and that the Project shall include the following improvements:

The project limits are understood to be the following:

- N Broad Street East including Sidewalk from 9th Street to 8th Street,
- N Main Street West including Sidewalk from 9th Street to 8th Street,
- E 8th Street North and South including Sidewalk from Broad Street to Main Street
- East 8th Street South including Sidewalk from Main Street to D Street.
- N Main Street East and West including Sidewalk from Main to Military

It is understood that the City desires to construct streetscape improvements including landscaping, sidewalks/trails, accessible curb ramps, bump outs, decorative pavement, street lighting, bike racks, bollards, benches, parking/curb and gutter, columns, fencing, traffic calming features, signage, and three archways: Park Ave and 8th Street, gateway to the amphitheater at Military Ave and Main Street, and 6th Street and Broad Street. It is anticipated the total project cost to have an overall budget of approximately \$5,000,000.00

Professional Services

CONSULTANT agrees to provide professional services in connection with the project as herein described. The CONSULTANT will serve as the CLIENT'S professional representative in those phases of the project to which this Agreement applies and will give consultation and advice to the CLIENT during the performance of services as required.

A. Preliminary Design Services

1. Scope of Work
 - a. CONSULTANT shall meet with CLIENT up to two (2) times to further define preliminary project scope, budget, and timeline.
 - b. **Records Review.** CONSULTANT shall meet with City staff and coordinate a review of existing sanitary sewer, water main, and services records to determine if the Project Scope needs to be amended to include repair or replacement of existing City Utilities.
 - c. **Design Surveys.** The CONSULTANT shall utilize GPS equipment or Robotic Total Station equipment to perform necessary field surveys for use in the preparation of a roadway plan set. Field surveys will include those surveys necessary to obtain property boundaries, utilities locations, topographic surveys within private property and public roadway to ensure drainage from roadway and private property, benchmarks sufficient for construction, and for the preparation of plans and specifications for the project. This does not include a boundary survey or an ALTA type survey.
 - d. Consultant shall coordinate a field review of Preliminary Engineering Plans with City staff to verify improvements.

B. Final Design Services

1. Scope of Work
 - a. **Design Conferences and Reports.** The CONSULTANT shall attend such design conferences with the CLIENT as may be necessary to make decisions as to the details of design of the Project. The CONSULTANT shall make periodic progress reports to the CLIENT staff and City Council, as necessary.
 - b. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications shall be designed using the Nebraska Department of Transportation Specifications for Highway Construction. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Three (3) sets of final plans and specifications shall be submitted to the City.

- c. **ESTIMATE OF COST.** The CONSULTANT shall prepare an estimate of cost for the construction contract of the improvements. The estimate of cost shall be based on the CONSULTANTS' best knowledge at the time of preparation of the estimate of cost. The CONSULTANT shall not be responsible if the construction contract awarded for the Project varies from the CONSULTANTS' estimate of cost. The CONSULTANT shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- d. **EASEMENTS.** It is generally understood and agreed that the Project will be constructed within existing right-of-way where possible.
- e. The CONSULTANT will utilize the existing conceptual drawings as prepared in the 2024 Fremont Nebraska, 2024 Parks and Recreation Master plan and the Fremont North Downtown Urban Design completed by AO Omaha. With these documents we will coordinate a conceptual plan meeting with City staff to discuss elements from both documents that they would like included in the final plans.
- f. The CONSULTANT will attend council meetings as requested by the CLIENT.
- g. The CONSULTANT will coordinate with CLIENT'S grant writer to help by submitting engineering documents pertaining to the plans to facilitate a successful submittal.
- h. **Geotechnical Exploration.** CONSULTANT will sub consult with a geotechnical firm to perform exploratory soil borings. It is anticipated that a total of nine (9) soil borings will be performed: four (4) on 8th Street, four (4) on North Main Street and one (1) at the intersection of 6th Street and Broad Street.

C. Services Not Included

- 1. Easements, either temporary or permanent
- 2. Acquisition plats
- 3. Negotiations for easements or acquisitions
- 4. Any form of environmental or NEPA clearance services
- 5. Bidding services
- 6. Construction administration or observation
- 7. Project Closeout documentation following construction completion
- 8. Public information or shareholder meetings
- 9. Specific traffic control/staging for multi-bid projects
- 10. Grant Administration
- 11. Public information or community meetings

**EXHIBIT 3
COMPENSATION**

The CLIENT shall compensate the CONSULTANT for their services by payment of the following fees:

- A. Preliminary and Final Design Services.** For Preliminary and Final Design Services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph A and B:
1. CLIENT shall pay CONSULTANTS a fee on the basis of the standard hourly fees for the time the CONSULTANTS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the CONSULTANTS for work associated with the Project.
 2. The total fee for the preliminary and final design services shall be a lump sum amount of Three Hundred Sixty-One Thousand and 00/100 Dollars (**\$361,000.00**), without additional authorization.
- B. Additional Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph C.
1. A fee on the basis of the standard hourly fees for the time the CONSULTANT'S personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the CONSULTANT for work associated with the Project.
- C. Labor and Billing Rate Schedule.** Copy of CONSULTANT'S Labor and Billing Rate Schedule effective July 2025 is attached. CONSULTANT'S Labor and Billing Rate Schedule is adjusted / updated annually in July.

EXHIBIT 4
GENERAL CONSIDERATIONS

- A. CLIENT REPRESENTATIVE.** The CLIENT'S specific responsibilities under this agreement include the following:
1. Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the CLIENT'S policies and decisions with respect to CONSULTANT'S services for the project. **Unless advised in writing otherwise it will be understood that the CLIENT'S representative will be Mr. Troy Schaben.**
- B. LEGAL SERVICES.** The CLIENT shall provide the services of the CLIENT'S Attorney in legal matters pertaining to the Project. The CONSULTANT shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- C. CONSULTANT STAFFING.** CONSULTANT proposes to use the following staffing to complete this project:
- Project Manager:** Patrick Mouw, P.E.
Project Advisor: Greg Roth, P.E.
Resident Reviewer: TBD
- D. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
1. If, after the plans and specifications are completed and approved by the CLIENT, the CONSULTANT is required to change plans and specifications because of changes made by the CLIENT, the CONSULTANT shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 2. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the CLIENT for construction of the Project.
- E. CHANGES IN SCOPE OF PROJECT.** The fees stated in **EXHIBIT 3** cover the specific services as outlined in **EXHIBIT 2** of this agreement. If the CLIENT requires additional services of the CONSULTANT in connection with the Project or due to major or significant changes in the scope of project, the CONSULTANT shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the CLIENT and CONSULTANT at the time the work shall be authorized. Compensation for any easement services shall be based on the standard hourly fees of the CONSULTANT plus expenses incurred.
- F. DELIVERY OF ELECTRONIC FILES.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by CONSULTANT, CLIENT covenants and agrees that all such electronic files are instruments of service of CONSULTANT, who shall retain

all rights under common and statutory laws, and other rights, including copyrights. CLIENT is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed construction documents shall govern.

CLIENT and CONSULTANT agree that the electronic files prepared by CONSULTANT shall conform to the current CADD software in use by CONSULTANT or to other mutually agreeable CADD specifications defined in the agreement. Any changes to the CADD specifications by either CLIENT or CONSULTANT are subject to review and acceptance by the other party. Additional efforts by CONSULTANT made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by CONSULTANT to CLIENT are submitted for an acceptance period of 60 days. Any defects CLIENT discovers during this period will be reported to CONSULTANT and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

CLIENT agrees, to the extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability, or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files.

Under no circumstances shall delivery of the electronic files for use by CLIENT be deemed a sale by CONSULTANT and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CONSULTANT be liable for any loss of profit or any consequential damages.

- G. CHANGED CONDITIONS.** CLIENT shall rely on the judgement of CONSULTANT as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this agreement.
- H. PERMITS AND APPROVALS.** CONSULTANT shall assist CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.
- I. SUSPENSION OF SERVICES.** If the project is suspended for more than thirty (30) calendar days in the aggregate, CONSULTANT shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, CONSULTANT may, at its option, terminate this agreement upon giving notice in writing to CLIENT.

- J. UNAUTHORIZED CHANGES.** In the event CLIENT, CLIENT's contractors or subcontractors or anyone for whom CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other contract documents prepared by CONSULTANT without obtaining CONSULTANT's prior written consent, CLIENT shall assume full responsibility for the results of such changes. Therefore, CLIENT agrees to waive any claim against CONSULTANT and to release CONSULTANT from any liability arising directly or indirectly from such changes.

CLIENT also agrees, to the extent permitted by laws, to indemnify and hold CONSULTANT harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

- K. JOBSITE SAFETY.** Neither the professional activities of CONSULTANT nor the presence of CONSULTANT or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- L. ADDITIONAL SERVICES.** Services which are requested by CLIENT or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

CONSULTANT will notify CLIENT in writing when Additional Services are needed. CONSULTANT and CLIENT will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

CONSULTANT will not perform Additional Services which will result in additional cost to CLIENT without documented verbal or written authority by CLIENT.

In the event CONSULTANT is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, CLIENT agrees to compensate CONSULTANT for the reasonable value of CONSULTANT's personnel time and expenses spent in connection with such procedures computed at CONSULTANT's then current fee schedule and expense policies.

- M. DELAYS.** CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of CLIENT to furnish timely information or approve or disapprove of CONSULTANT's services or work product promptly, or delays caused by faulty performance by CLIENT or by contractors of any level. When such delays beyond CONSULTANT's reasonable control occur, CLIENT agrees CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this agreement.

- N. RIGHT TO RETAIN SUBCONSULTANTS.** CONSULTANT may use the services of subconsultants when, in the sole opinion of CONSULTANT, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants, and testing laboratories. CONSULTANT's use of other consultants for Additional Services shall not be unreasonably restricted by CLIENT provided CONSULTANT notifies CLIENT in advance.
- O. E-VERIFY.** Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.



EXHIBIT 5 STANDARD TERMS AND CONDITIONS

1. **EXTENT OF AGREEMENT.** This Agreement represents the entire Agreement between the parties and may be amended only by written Agreement executed by both parties. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and Consultant.
2. **PAYMENT**
 - 2.1 The Consultant shall submit a monthly invoice for services rendered, including reimbursement of expenses incurred.
 - 2.2 Client shall make payment for monthly statement of services provided promptly after receipt of invoice or statement for services. If Client fails to make payment within forty (40) days after receipt of invoice or statement, the Consultant, at its discretion, may charge interest at a rate of nine percent (9%) annually or the maximum legal rate, whichever is less.
 - 2.3 If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Consultant.
 - 2.4 In the event legal action is necessary to enforce the payment provisions of this Agreement, Consultant shall be entitled to collect from Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant personnel time and expenses spent in connection with such collection action, computed at Consultant current fee schedule and expense policies.
 - 2.5 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.
 - 2.6 Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.
3. **PERIOD OF SERVICE**
 - 3.1 Consultant shall complete its work within the time prescribed, or as expeditiously as possible if there is no specific time prescribed for completion of services.
 - 3.2 Consultant shall not be responsible for delays in performance of services due to factors beyond control.
 - 3.3 If Client requests changes in project, the time of performance for the Consultant work shall be adjusted appropriately.
4. **EXTRA WORK.** If the Client requests changes in the scope of the project which require additional work by Consultant, such changes shall be considered Extra Work. Consultant shall be entitled to additional compensation for Extra Work. Extra Work shall be considered a change in the scope of work and require a written amendment to Agreement to be approved by the Consultant and Client. Consultant shall have no obligation to perform Extra Work requested by Client until the written Amendment to Agreement has been approved.
5. **CLIENT RESPONSIBILITIES.**
 - 5.1 Provide the Client's requirements for the Project including the objectives, goals and constraints, standards for design and terms and provisions relating to the construction and construction contract requirements.
 - 5.2 Designate a representative with authority to receive and transmit information and instructions on behalf of the Client.
 - 5.3 Provide all available information to the Consultant which may be relevant to the Project. Consultant may rely on information provided by Client.
 - 5.4 Provide access to Consultant for public and private property as required for Consultant to complete its work.
 - 5.5 Examine documents prepared by Consultant.
 - 5.6 Obtain approvals and permits necessary for the Project unless the Consultant is to provide such services as a part of the Agreement.
 - 5.7 Notify the Consultant if the Client discovers any error or omission which may affect the scope or timing of the Consultant's services.
 - 5.8 Indemnify the Consultant, its employees, agents and consultants against claims arising out of the Consultant design if there has been a change or deviation from the design beyond the Consultant control for which the Consultant were not responsible, or a failure by the Client to follow the Consultant recommendations and such change or deviation or failure to follow the Consultant recommendation was the proximate cause of the claim.
6. **CONSTRUCTION COST ESTIMATES.** If requested, the Consultant shall provide an opinion of cost for the construction of the Project based on its best available information and judgment. It is understood the opinion of cost or cost estimate is only an estimate based on the best judgment of the Consultant. The Consultant shall not be responsible for any deviations between the actual cost and its cost estimate.

7. TERMINATION

- 7.1 Either party may terminate their obligation to perform further services under this Agreement upon thirty (30) days written notice.
- 7.2 Either party may terminate their obligation to provide services under this Agreement upon seven (7) days written notice following a substantial default by the other party, provided there is no fault by the terminating party.
- 7.3 Client may terminate the Consultant obligations to provide services under this Agreement upon fourteen (14) days written notice if the project is abandoned or terminated. In such event, progress payments due Consultant for services rendered including reimbursable expenses, shall compensate total compensation due.

8. REUSE OF DOCUMENTS. All tangible items produced or prepared by Consultant are instruments of service and remain the property of the Consultant. Owner may retain copies for reference. Client will indemnify Consultant, its employees, agents or consultants against claims resulting from the reuse of such documents.

9. CONTROLLING LAW. This Agreement and any of its terms and provisions shall be interpreted or construed under the laws of the State of ~~Iowa~~: [Nebraska](#).

10. SUCCESSORS AND ASSIGNS

- 10.1 The parties to this Agreement bind themselves, their successors and legal representatives to the other party or parties and the successors and legal representatives of such other parties in respect to all covenants and obligations under this Agreement.
- 10.2 Neither party shall assign, sublet or transfer any interest in this Agreement without written consent of the other party.
- 10.3 Consultant may employ such independent consultants, associates or subcontractors as it may deem appropriate to perform services under this Agreement. Retaining of such consultants or associates or subcontractors shall not be considered an assignment or transfer of interest under this Agreement.
- 10.4 Nothing in this Agreement shall be construed to ignore any rights or benefits to anyone other than the parties to this Agreement.

11. CONSULTANT RECORDS. Records of the Consultant relating to time, reimbursable expenses and accounts between the parties shall be kept in accordance with generally recognized accounting standards.

12. WARRANTY AND RESPONSIBILITY

- 12.1 Consultant shall use reasonable care to reflect the requirements of all applicable laws, rules and regulations of which the Consultant has knowledge or about which the Client's specifically advises the Consultant. Such standard of care shall be in effect as of the date of this Agreement. **CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS. NO OTHER WARRANTY IS EXTENDED EITHER EXPRESSED OR IMPLIED IN CONNECTION WITH SUCH SERVICES.**
- 12.2 Consultant shall not be responsible for construction contract or construction means, methods, techniques, sequences or procedures or for any programs or precautions relating to the contractor's safety or the contractor's failure to perform work in accordance with the contract documents.
- 12.3 The Consultant believes that any computer software provided under this Agreement is suitable for the intended purpose. Consultant do not warrant the suitability, merchantability or fitness for a particular purpose of any software provided under this Agreement.

13. INDEMNIFICATION. To the extent permitted by law, Consultant shall indemnify and hold harmless the Client, its officers, directors, partners and employees or agents from and against any and all claims for bodily injury or for damage to property caused solely by the negligent, acts or omissions of the Consultant, its officers, directors, partners, employees, agents or consultants in the performance and furnishing of Consultant services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage provided by the Consultant insurance policies in effect at the date of this Agreement or at the date the claim is made, whichever is applicable.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Consultant, its officers, directors, partners, employees and agents and consultants from and against any and all claims for bodily injury or damage to property caused by the negligent, acts or omissions of the Client or its officers, directors, partners, employees, agents, or consultants with respect to this Agreement.

In addition to the indemnity provided under this section, and to the extent provided by law, Client shall indemnify and hold harmless the Consultant, its officers, directors, partners, employees, agents or consultants from and against any and all claims, costs, losses or damages including but not limited to fees and charges of the Consultant, caused by, rising out of or relating to the presence, discharge, release or escape of asbestos, petroleum, hazardous waste, radioactive waste, or other similar environmental contaminants which may be present at, on, under or from the project site.

14. STATUTE OF REPOSE. Any applicable statute of repose or statute of limitations shall commence and any alleged cause of action shall be deemed to have accrued not later than the completion of the services performed by the Consultant under this Agreement.

15. EFFECT OF BREACH. No waiver of a breach of this Agreement for any cause shall constitute a waiver resulting from any subsequent breach of the terms and conditions of this Agreement.

16. SEPARATION OF PROVISION. If any terms or provisions of this Agreement shall be held to be invalid or unenforceable, all remaining provisions shall be binding, valid and enforceable to the extent allowed by law.

RESOLUTION NO. 2026-029

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the contract with Veenstra & Kimm, Inc. to design and prepare plans for the North Downtown Street Revitalization Project in the amount of \$400,000.

WHEREAS, the Fremont City Council has accepted the proposal from Veenstra and Kimm, Inc. for the North Downtown Streetscape Revitalization Project; and,

WHEREAS, Veenstra and Kimm, Inc. has submitted an agreement in compliance with the specifications and proposal documents.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the contract for design services with Veenstra & Kimm, Inc. for the North Downtown Streetscape Revitalization Project in the amount of \$400,000.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jeff Shanahan, Utility General Manager

DATE: January 27, 2026

SUBJECT: Purchase Property Dodge County PID 270139527

Recommendation: Approve Resolution 2026-030 authorizing the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group

Background:

The City of Fremont Department of Utilities has conducted multiple studies to evaluate the electrical generation, water and natural gas needs of Fremont both short term and long term.

As a result of those studies, the Department of Utilities began searching for a site that could support additional generation, water improvements and the availability of natural gas. As Staff reviewed sites, it became evident that Parcel 270139527 is ideally located to support the needs of the Utilities. The parcel is adjacent to the Department of Utilities Substation D and has a direct connection to the OPPD / NPPD substation. There is a 12" city water line adjacent to the property and the Department of Utilities main natural gas line that serves Fremont runs through the property.

An additional advantage of this site is the ability to route generation on the west side of town to provide system reliability. Currently all of Fremont's electric generation is located on the southeast side of Fremont.

The site is currently under option by RES Group, which is proposing to install a battery system and connect to the NPPD network. RES has requested that in exchange for releasing the option on this property, Fremont will reasonably cooperate with RES on their project on the west side of Summers Avenue.

This item will be discussed during the January 27, 2026, Utility and Infrastructure Board Meeting.

Fiscal Impact: None.

RESOLUTION NO. 2026-030

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group.

WHEREAS, the City of Fremont Department of Utilities has conducted multiple studies to evaluate the electrical generation, water and natural gas needs of Fremont both short term and long term; and,

WHEREAS, as a result of those studies, the Department of Utilities began searching for a site that could support additional generation, water improvements and the availability of natural gas. Parcel 270139527 is ideally located to support the needs of the Utilities. The parcel is adjacent to the Department of Utilities Substation D and has a direct connection to the OPPD / NPPD substation. There is a 12" City water line adjacent to the property and the Department of Utilities main natural gas line that serves Fremont runs through the property; and,

WHEREAS, the site is currently under option by RES Group, which is proposing to install a battery system and connect to the NPPD network. RES has requested that in exchange for releasing the option on this property, Fremont will reasonably cooperate with RES on their project on the west side of Sommers Avenue.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Fremont, Nebraska authorize the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

COOPERATION AGREEMENT

This Cooperation Agreement (this “**Agreement**”) is made, dated and effective as of this 27th day of January, 2026 (the “**Effective Date**”), by and between City of Fremont, a Nebraska City (“**Fremont**”) and RES America Developments Inc., a Delaware corporation with an address of 1601 19th Street, Suite 400, Denver, Colorado 80202 (together with its transferees, successors and assigns, “**RES**”) Fremont and RES are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. RES and its affiliates develop wind, solar, energy storage, data center and other energy and related infrastructure projects in the United States and is developing an energy storage project in Fremont, Nebraska (the “**RES Project**”).

B. RES’ affiliate, RES North America Leasing, LLC, a Delaware limited liability company (the “**RES Affiliate**”) entered into an Option to Purchase with Rodger J. Menn and Debra A. Menn (the “**Seller**”) on September 5, 2024 which grants such RES Affiliate an exclusive option to purchase fifteen (15) acres selected from three parcels of real property equaling approximately Seventy Four and Twenty Nine Hundredths (74.29) acres owned by Seller (the “**Option**”).

C. Fremont seeks to acquire one parcel of the land subject to the Option Property, such parcel equally approximately Sixteen and Eight Tenths (16.8) acres depicted on Exhibit A (the “**Property**”) from Seller in order to develop, construct or repair certain infrastructure projects on the Property.

D. In consideration of RES’ release of its option to purchase the Property, Fremont agrees to cooperate with RES’ development of the Project and the Parties desire to create a framework to agree upon such cooperation on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release of Parcel. Within sixty (60) days of the Effective Date, RES shall cause the RES Affiliate to partially execute an amendment to the Option in order to release the Property from the scope of the Option to Purchase. RES shall thereafter record such amendment or a memorandum of such amendment in the official public records.

2. Non-Attestation. Fremont shall reasonably cooperate with RES in connection with the RES Project, which shall include collaborating and communicating on an ongoing basis on the matters set forth on Exhibit B commonly associated with the development and plating of a commercial parcel in Fremont, Nebraska.

3. Modifications. Except as specifically amended hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed. No subsequent change or addition to this Agreement shall be binding unless in writing and duly executed by both RES and Fremont.

4. Enforceability. This Agreement shall be enforceable by and binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns

5. Governing Law. This Agreement and all matters arising hereunder or in connection herewith shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Nebraska, without regard to conflicts of law principles

6. Counterparts and Facsimile Execution. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile, Docusign, or .pdf signatures of the Parties shall be deemed to constitute original signatures, and executed facsimile, Docusign, or .pdf copies hereof shall be deemed to constitute duplicate originals.

7. Notices. All notices, consents, approvals and other communications required or permitted by this Lease or by law to be served upon or given to a Party by any the other Party shall be delivered (1) by electronic mail, upon read receipt and (2) in writing and deemed duly served, given and received as follows: (a) on the next day, if sent by a nationally recognized courier for next day service with delivery confirmation via UPS, the United States Postal Service, FedEx, DHL or other nationally recognized overnight delivery service; or (b) on the date of delivery or first attempted delivery (as shown on the return receipt), if mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (c) on the date of service, if sent by facsimile transmission (with appropriate confirmation of receipt) to the Party to whom notice is to be given; and if there is evidence of acceptance by receipt, in each case addressed as follows:

City of Fremont:

City of Fremont
400 E Military Ave.
Fremont, NE 68025
402-727-2630
Email: Jeff.Shanahan@fremontne.gov

RES:

RES North America Leasing, LLC
1601 19th Street, Suite 400
Denver, Colorado 80202
Attn: Cole Hansen, Development Manager
Email: Cole.Hansen@res-group.com

with a copy to:

RES North America Leasing, LLC
1601 19th Street, Suite 400
Denver, Colorado 80202
Attn: Legal Department
Facsimile: (303) 439-4229
Email: legalnotices@res-group.com

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein.

8. Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

City of Fremont

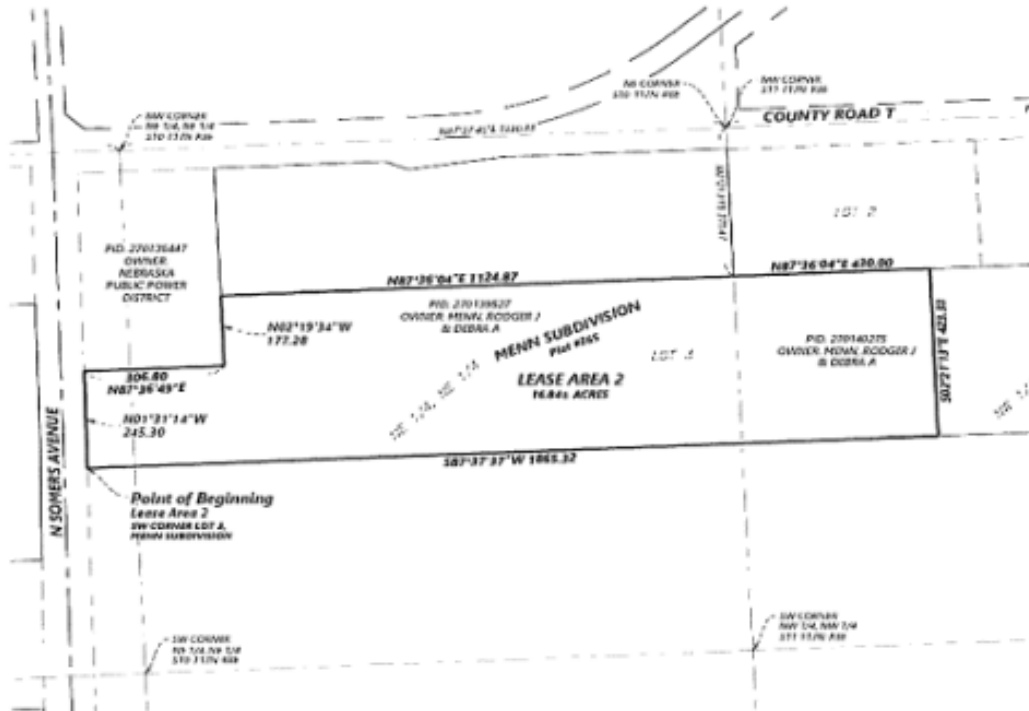
By: _____
Name: Dev Sookram
Title: Mayor

RES America Developments Inc.
a Delaware corporation

By: _____
Name: Emiliano Pelegri
Title: Senior Vice President

Exhibit A

“The Property”



PART OF LOT 3, MENN SUBDIVISION, A SUBDIVISION OF LAND IN SECTIONS 10 AND 11, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN SAID MENN SUBDIVISION, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH SOMERS AVENUE, THENCE NORTH 01 DEGREE 31 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 245.30 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND OWNED BY THE NEBRASKA PUBLIC POWER DISTRICT; THENCE NORTH 87 DEGREES 36 MINUTES 49 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 306.80 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 02 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT OF LAND OWNED BY THE NEBRASKA PUBLIC POWER DISTRICT, A DISTANCE OF 177.28 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 87 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 1124.87 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN SAID MENN SUBDIVISION; THENCE NORTH 87 DEGREES 36 MINUTES 04 SECONDS EAST ALONG THE COMMON LINE OF LOT 2 AND LOT 3 IN SAID MENN SUBDIVISION, A DISTANCE OF 430.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 02 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 423.33 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 87 DEGREES 37 MINUTES 37 SECONDS WEST, A DISTANCE OF 1865.32 FEET TO THE POINT OF BEGINNING.

AREA = 16.84 ACRES, MORE OR LESS

Exhibit B

Access easements (gas, road, etc)
Zoning (Agricultural to Light Industrial)
SWMPP
Access to water supply
Tax abatements
Positive press release
Building Permit
Grading, Excavating and Land Clearing Permit
Floodplain Development Permit
Fence Permit
Sign Permit
Sidewalk/ Approach Permit
Temporary Use Permit (Construction, Storage, and Refuse Collection Uses)
Conditional Use Permit
ROW encroachment

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Daniel Gillis, Director of Public Works
Jeff Elliott, Chief of Police
Shelly Holzerland, Communications Director

DATE: January 27, 2026

SUBJECT: Sampson Construction Contract Amendment for Bid Package #2

Recommendation: Approve Resolution 2026-025 amending the contract with Sampson Construction, increasing the Guaranteed Maximum Price from Bid Package #1 at \$6,351,688 to Bid Package #2 at \$13,344,437 for a total cost of \$19,996,125 for the Fremont Police Headquarters and Fremont/Dodge County 911 Center

Background: The City Council approved the Construction Manager at Risk contract for the Police Headquarters/Fremont-Dodge County 911 Center with Sampson Construction at its December 10, 2024 meeting via Resolution 2024-297.

The project has been broken into two phases, allowing the contractor to secure materials with longer lead times and get started with foundation work while final specifications were developed. The City Council approved amending the contract with Sampson Construction to incorporate Bid Package #1 at its October 14, 2025 meeting via Resolution 2025-264 for \$6,351,688. The second amendment for Bid Package #2 includes all remaining work to complete the construction of the facility including items shown on the attached project estimate summary. All future amendments are expected to be implemented as change orders.

Approval of this resolution will allow Sampson to continue construction of the facility.

FREMONT POLICE DEPARTMENT GMP PROPOSAL

01/20/2026



Sampson
Construction

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PROJECT ESTIMATE SUMMARY



Project:	Fremont Police Station	Date:	January 20, 2026
Owner:	City of Fremont	Estimator:	Jeremiah Harder
Architect:	Police Facility Design Group	Building SF:	43,079
Estimate:	FPD- Final GMP Proposal	Parking Stalls:	61
Duration:	18 Months	Site Area (Acre):	1.14

DIRECT COSTS SUMMARY

Division	Division Description	Cost	Building Cost/SF
01	General Requirements	\$1,249,821	\$29.01
02	Existing Conditions	\$348,968	\$8.10
03	Building Concrete	\$2,237,951	\$51.95
04	Masonry	\$203,130	\$4.72
05	Metals	\$1,286,435	\$29.86
06	Wood, Plastics, Composites	\$573,416.00	\$13.31
07	Thermal & Moisture Protection	\$857,278	\$19.90
08	Doors & Windows	\$1,713,019	\$39.76
09	Finishes	\$1,562,551	\$36.27
10	Specialties	\$486,047	\$11.28
11	Equipment	\$3,500	\$0.08
12	Furnishings	\$10,799	\$0.25
13	Special Construction	\$0	\$0.00
14	Conveying Equipment	\$162,000	\$3.76
21	Fire Suppression	\$190,880	\$4.43
22	Plumbing	\$876,025	\$20.34
23	Heating, Ventilation, Air Conditioning	\$1,337,317	\$31.04
26	Electrical	\$2,190,785	\$50.86
27	Communications	\$314,100	\$7.29
28	Electronic Safety & Security	\$387,050	\$8.98
29	Site Support	\$760,726	\$17.66
30	Allowances	\$989,708	\$22.97
TOTAL BUILDING COSTS		\$17,741,505	\$411.84

Division	Division Description	Cost	Site Cost/Acre
31	Earthwork	\$223,630	\$196,166.67
32	Exterior Improvements	\$597,722	\$524,317.54
33	Site Utilities	\$119,500	\$104,824.56
TOTAL SITE COSTS		\$940,852	\$825,308.77

INDIRECT COSTS SUMMARY

Description		Cost	Building Cost/SF
Preconstruction Services	0.00%	\$0	\$0.00
Building Permit/Plan Review Fees	0.00%	\$0	\$0.00
Capital Facility/City Use Tax Fees	\$0.00	\$0	\$0.00
Impact Fees	0.00%	\$0	\$0.00
State Sales Tax	0.00%	\$0	\$0.00
Builder's Risk Insurance	0.000%	\$36,607	\$0.85

Performance & Payment Bonds	0.50%	\$93,412	\$2.17
General Liability Insurance	0.37%	\$65,388	\$1.52
Construction Contingency	3.00%	\$560,471	\$13.01
Sampson Fee	2.95%	\$557,890	\$12.95
TOTAL INDIRECT COSTS		\$1,313,768	\$30.50
TOTAL DIRECT & INDIRECT COSTS		\$19,996,125	\$464.17

Project Allowance Summary



Project: Fremont Police Station	Date: January 20, 2026
Owner: City of Fremont	Estimator: Jeremiah Harder
Architect: Police Facility Design Group	Building SF: 43,079
Estimate: FPD- Final GMP Proposal	Parking Stalls: 61
Duration: 18 Months	Site Area (Acre): 1.14

ALLOWANCE SUMMARY

ALLOWANCES					
Winter Conditions	1	LS	\$125,000.00	\$	125,000
Winter Concrete Additives	1	LS	\$20,000.00	\$	20,000
Existing Underground Utility Relocation or Demolition	1	LS	\$30,000.00	\$	30,000
Dewatering Allowance	1	LS	\$65,000.00	\$	65,000
ISP Conduits/Vault	1	LS	\$30,000.00	\$	30,000
Radio Tower Installation	1	LS	\$35,000.00	\$	35,000
Furniture, Fixtures, and Equipment	1	LS	\$ 684,708	\$	684,708
Total				\$	989,708

FF&E Summary



Project:	Fremont Police Station	Date:	January 20, 2026
Owner:	City of Fremont	Estimator:	Jeremiah Harder
Architect:	Police Facility Design Group	Building SF:	43,079
Estimate:	FPD- Final GMP Proposal	Parking Stalls:	61
Duration:	18 Months	Site Area (Acre):	1.14

ALLOWANCE SUMMARY

Appliances total

Residential Freezer - upright	112	\$	1,200	CFCI
Residential Refrigerator - upright	112	\$	1,600	CFCI
Residential Refrigerator - upright	112	\$	1,600	CFCI
Residential clothes dryer	133	\$	900	CFCI
Residential washing machine	133	\$	900	CFCI
Residential Refrigerator - upright	215	\$	1,350.00	CFCI
Ice machine / Dispenser Large	221	\$	2,500.00	CFCI
Residential Refrigerator - upright	221	\$	1,350.00	CFCI
Residential Refrigerator - Undercounter ADA	107	\$	600.00	CFCI
Residential Refrigerator - Undercounter ADA	212	\$	600.00	CFCI
Appliances total		\$	12,600	

Audio Visual Equipment

MEDIA MONITOR 50"	101	\$	1,650.00	CFCI
MEDIA MONITOR 60"	107	\$	950.00	CFCI
MEDIA MONITOR 60"	146	\$	950.00	CFCI
MEDIA MONITOR 60"	146	\$	950.00	CFCI
MEDIA MONITOR 60"	162	\$	1,750.00	CFCI
MEDIA MONITOR 80"	162	\$	3,750.00	CFCI
MEDIA MONITOR 60"	164	\$	1,750.00	CFCI
MEDIA MONITOR 60"	164	\$	1,750.00	CFCI
MEDIA MONITOR 50"	201	\$	1,650.00	CFCI
MEDIA MONITOR 80"	202	\$	2,250.00	CFCI
MEDIA MONITOR 80"	203	\$	2,250.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	209	\$	1,750.00	CFCI
MEDIA MONITOR 60"	212	\$	950.00	CFCI
MEDIA MONITOR 42"	215	\$	950.00	CFCI
MEDIA MONITOR 60"	218	\$	950.00	CFCI
MEDIA MONITOR 60"	221	\$	950.00	CFCI
MEDIA MONITOR 60"	228	\$	950.00	CFCI
MEDIA MONITOR 60"	229	\$	950.00	CFCI
MEDIA MONITOR 60"	230	\$	950.00	CFCI
MEDIA MONITOR 60"	231	\$	950.00	CFCI
MEDIA MONITOR 80"	235	\$	2,250.00	CFCI
Audio Visual Equipment total		\$	50,500.00	

Furniture Systems

Furniture Systems	\$	594,400.00
Furniture Systems Total	\$	594,400.00

Laboratory Equipment

Drying Cabinet I Airscience 30" wide FDC-003A	110	\$	6,946.00	CFCI
Fuming Cabinet - Airscience Cyanoacrylate 30"w	110	\$	10,913.00	CFCI
Fume Hood - Airscience P5-36xt	110	\$	7,149.00	CFCI

Laboratory Equipment Total		\$	25,008	
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Detention Equipment

Detention Mattress		\$	2,200.00	CFCI
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Detention Equipment Total		\$	2,200.00	
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Total Equipment budget		\$	684,708.00	
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PROJECT DRAWING LOG



Project: Fremont Police Station	Date: January 20, 2026
Owner: City of Fremont	Estimator: Jeremiah Harder
Architect: Police Facility Design Group	Building SF: 43,079
Estimate: FPD- Final GMP Proposal	Parking Stalls: 61
Duration: 18 Months	Site Area (Acre): 1.14

Drawing Log

Sheet	Description	Drawing Date	Sheet	Description	Drawing Date
C1.0	DEMOLITION PLAN	9/11/2025	S001	GENERAL NOTES	11/17/2025
C2.0	GRADING PLAN	9/11/2025	S002	3D VIEWS	11/17/2025
C2.1	GRADING AND SWPPP NOTES AND DETAILS	9/11/2025	S003	BUILDING DESIGN LOADS	11/17/2025
C3.0	UTILITY PLAN	9/11/2025	S004	CMU DETAILS	11/17/2025
C3.1	UTILITY DETAILS	9/11/2025	S100	BASEMENT FOUNDATION PLAN	12/11/2025
C4.0	SITE PLAN	9/11/2025	S101	LEVEL 1 FOUNDATION PLAN	12/11/2025
C4.1	SITE STAKING AND SPOT ELEVATIONS	9/11/2025	S102	LEVEL 2 FRAMING PLAN	11/17/2025
C5.0	LANDSCAPE PLAN	9/11/2025	S103	ROOF FRAMING PLAN	11/17/2025
C6.0	SPECIFICATIONS AND DETAILS	9/11/2025	S104	STAIR DETAILS	11/17/2025
			S200	FOUNDATION SECTIONS	11/17/2025
A001	GRAPHIC SYMBOLS, ABBREVIATIONS	11/17/2025	S201	FOUNDATION SECTIONS	12/11/2025
A002	PARTITION TYPES	11/17/2025	S202	FOUNDATION SECTIONS	12/11/2025
A003	FIRE RATED ASSEMBLIES (UL)	12/1/2025	S203	FOUNDATION SECTIONS	11/17/2025
A004	CODE INFORMATION	11/17/2025	S204	FOUNDATION SECTIONS	12/11/2025
A011	CODE PLAN	11/17/2025	S300	FRAMING SECTIONS	11/17/2025
A012	STORM SHELTER PLANS	11/17/2025	S301	FRAMING SECTIONS	11/17/2025
A101	OVERALL SITE PLAN	11/17/2025	S320	ROOF FRAMING SECTIONS	11/17/2025
A102	ENLARGED SITE PLAN	11/17/2025	S321	ROOF FRAMING SECTIONS	11/17/2025
A103	SITE DETAILS	11/17/2025	S322	ROOF FRAMING SECTIONS	11/17/2025
A190	UNDERSLAB DRAINAGE PLAN	11/17/2025	S400	STORM SHELTER DETAILS	11/17/2025
A200	BASEMENT SLAB PLAN	11/17/2025	S401	STORM SHELTER DETAILS	11/17/2025
A201	BASEMENT PLAN	11/17/2025			
A202	FIRST FLOOR PLAN - WEST	11/17/2025	MPE001	MPE SYMBOLS LEGEND	12/11/2025
A203	FIRST FLOOR PLAN - EAST	12/11/2025	MPE002	MPE GENERAL NOTES	11/17/2025
A204	SECOND FLOOR PLAN	9/17/2025	MPE101	MPE SITE PLAN	11/17/2025
A205	ROOF PLAN	11/17/2025	MPE102	MPE ROOF PLAN	11/17/2025
A230	BASEMENT SECURITY PLAN	11/17/2025			
A231	FIRST FLOOR SECURITY PLAN	11/17/2025	M100	BASEMENT HVAC PLAN	11/17/2025
A232	SECOND FLOOR SECURITY PLAN	11/17/2025	M101	FIRST FLOOR HVAC PLAN - WEST	11/17/2025
A234	SECURITY SITE PLAN	11/17/2025	M102	FIRST FLOOR HVAC PLAN - EAST	11/17/2025
A235	SECURITY SCHEDULES	11/17/2025	M103	SECOND FLOOR HVAC PLAN	11/17/2025
A250	RCP - BASEMENT	11/17/2025	M401	MECHANICAL DETAILS	11/17/2025
A251	RCP - LEVEL 1 - DIMENSION	11/17/2025	M501	MECHANICAL DIAGRAMS	11/17/2025
A252	RCP - LEVEL 2	11/17/2025	M601	MECHANICAL SCHEDULES	12/11/2025
A301	BUILDING SECTIONS	11/17/2025			
A302	BUILDING SECTIONS	11/17/2025	P100	BASEMENT BELOW GRADE PLUMBING	11/17/2025
A310	WALL SECTIONS	11/17/2025	P101	BASEMENT PLUMBING PLAN - WEST	11/17/2025
A311	WALL SECTIONS	11/17/2025	P102	BASEMENT PLUMBING PLAN - EAST	11/17/2025
A312	WALL SECTIONS	11/17/2025	P103	FIRST FLOOR PLUMBING PLAN - WEST	12/11/2025
A313	WALL SECTION	11/17/2025	P104	FIRST FLOOR PLUMBING PLAN - EAST	11/17/2025
A314	WALL SECTIONS	11/17/2025	P105	SECOND FLOOR PLUMBING PLAN	11/17/2025
A323	DETAILS	11/17/2025	P401	ENLARGED PLUMBING PLANS AND ISOMETRIC	11/17/2025
A401	EXTERIOR ELEVATIONS	12/11/2025	P402	ENLARGED PLUMBING PLANS AND ISOMETRIC	11/17/2025
A501	ENLARGED PLANS	11/17/2025	P501	PLUMBING DETAILS	11/17/2025
A502	ENLARGED PLANS	12/11/2025	P601	PLUMBING SCHEDULES	12/11/2025
A503	ENLARGED PLANS	12/29/2025			
A601	STAIR PLANS AND DETAILS	11/17/2025	FP101	BASEMENT FIRE PROTECTION PLANS	11/17/2025
A602	STAIR PLANS AND DETAILS	11/17/2025	FP102	FIRST FLOOR FIRE PROTECTION PLANS	11/17/2025
A603	VERTIAL CIRCULATION	11/17/2025	FP103	SECOND FLOOR FIRE PROTECTION PLANS	11/17/2025
A700	INTERIOR ELEVATIONS	11/17/2025			
A701	INTERIOR ELEVATIONS	11/17/2025	E100	BASEMENT LIGHTING RCP	11/17/2025

A702	INTERIOR ELVATIONS	11/17/2025	E101	FIRST FLOOR LIGHTING RCP - WEST	11/17/2025
A703	INTERIOR ELEVATIONS	11/17/2025	E102	FIRST FLOOR LIGHTING RCP - EAST	11/17/2025
A704	INTERIOR ELEVATIONS	11/17/2025	E103	SECOND FLOOR LIGHTING RCP	11/17/2025
A705	INTERIOR ELEVATIONS	11/17/2025	E200	BASEMENT POWER PLAN	11/17/2025
A706	INTERIOR ELEVATIONS	11/17/2025	E201	FIRST FLOOR POWER PLAN - WEST	11/17/2025
A707	INTERIOR ELEVATIONS	11/17/2025	E202	FIRST FLOOR POWER PLAN - EAST	11/17/2025
A708	INTERIOR ELEVATIONS	11/17/2025	E203	SECOND FLOOR POWER PLAN	11/17/2025
A709	INTERIOR ELEVATIONS	12/11/2025	E300	BASEMENT SPECIAL SYSTEMS PLAN	12/11/2025
A731	INTERIOR DETAILS	11/17/2025	E301	FIRST FLOOR SPECIAL SYSTEMS PLAN - WEST	12/11/2025
A732	INTERIOR DETAILS	11/17/2025	E302	FIRST FLOOR SPECIAL SYSTEMS PLAN - EAST	11/17/2025
A801	DOOR SCHEDULE DOOR TYPES	12/11/2025	E303	SECOND FLOOR SPECIAL SYSTEMS PLAN	12/11/2025
A802	GLAZING SYSTEM TYPES	12/11/2025	E401	ENLARGED POWER PLANS	11/17/2025
A900	FINISH SCHEDULE	12/11/2025	E501	ELECTRICAL RISER DIAGRAM	12/11/2025
A901	FIRST FLOOR FINISH PLAN	12/11/2025	E502	AV DIAGRAMS	11/17/2025
A902	SECOND FLOOR FINISH PLAN	11/17/2025	E503	ELECTRICAL DETAILS	11/17/2025
A910	BASEMENT FURNITURE PLAN	11/17/2025	E504	ELECTRICAL DETAILS	11/17/2025
A911	FIRST FLOOR FURNITURE PLAN	11/17/2025	E601	ELECTRICAL SCHEDULES	11/17/2025
A912	SECOND FLOOR FURNITURE PLAN	12/11/2025	E602	ELECTRICAL SCHEDULES	12/11/2025
A913	EQUIPMENT SCHEDULES	11/17/2025	E603	ELECTRICAL SCHEDULES	11/17/2025
A930	PRECAST PLAN	9/17/2025			
A931	PRECAST PLAN AND ELEVATIONS	9/17/2025			
A932	PRECAST ELEVATIONS	9/17/2025			
A933	PRECAST PLAN LEVEL 2	9/17/2025			

PROJECT SPECIFICATION LOG



Project: Fremont Police Station	Date: January 20, 2026
Owner: City of Fremont	Estimator: Jeremiah Harder
Architect: Police Facility Design Group	Building SF: 43,079
Estimate: FPD- Final GMP Proposal	Parking Stalls: 61
Duration: 18 Months	Site Area (Acre): 1.14

Drawing Log

Specification			Specification		
Section	Description	Date	Section	Description	Date
00 0000	COVER	11/17/2025	10 1100	VISUAL DISPLAY BOARDS	11/17/2025
00 0001	PROJECT TEAM	11/17/2025	10 1400	SIGNAGE	11/17/2025
00 0002	TABLE OF CONTENTS	11/17/2025	10 1419	DIMENSIONAL LETTER SIGNAGE	11/17/2025
00 0003	ARCHITECTS SEAL AND CERTIFICATION OF RESPONSIBILITY	11/17/2025	10 2113.13	METAL TOILET COMPARTMENTS	11/17/2025
00 0004	ENGINEERS'S SEAL AND CERTIFICATION OF RESPONSIBILITY	11/17/2025	10 2213	WIRE MESH PARTITIONS	11/17/2025
00 0010	ARCHITECT'S DISCLAIMER OF RESPONSIBILITY	11/17/2025	10 2219	DEMOUNTABLE PARITIONS	11/17/2025
00 0011	MEP ENGINEER'S DISCLAIMER OF RESPONSIBILITY	11/17/2025	10 2239	FOLDING PANEL PARTITIONS	11/17/2025
00 3100	AVAILABLE PROJECT INFORMATION	11/17/2025	10 2600	WALL AND DOOR PROTECTION	11/17/2025
00 3101	GEOTECHNICAL REPORT	6/3/2025	10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES	11/17/2025
00 3103	SUBSTITUTION REQUEST FORM	11/17/2025	10 4300	EMERGENCY AID SPECIALTIES	11/17/2025
00 3104	ELECTRONIC FILES DISCLAIMER	11/17/2025	10 4400	FIRE PROTECTION SPECIALTIES	11/17/2025
00 3104			10 7500	FLAGPOLES	11/17/2025
01 2000	PRICE AND PAYMENT PROCEDURES	11/17/2025	12 2400	WINDOW SHADE SYSTEMS	11/17/2025
00 2002	INSTRUCTION TO BIDDER	8/22/2025	12 3600	COUNTERTOPS	11/17/2025
01 2500	SUBSTITUTION PROCEEDURES	11/17/2025	12 4813	ENTRANCE FLOOR MATS AND FRAMES	11/17/2025
01 3000	ADMINISTRATIVE REQUIREMENTS	11/17/2025			
01 4000	QUALITY REQUIREMENTS	11/17/2025	21 0500	COMMON WORK RESULTS FO FIRE SUPPRESSION VIBRATION AND SEISMIC CONTROLS FOR FIRE SUPPRESSION PIPING AND	11/17/2025
01 4533	CODE REQUIRED SPECIAL INSPECTIONS	11/17/2025	21 0548	EQUIPMENT IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND	11/17/2025
01 5000	TEMPORARY FACILITIES AND CONTROLS	11/17/2025	21 0553	EQUIPMENT	11/17/2025
01 6000	PRODUCT REQUIREMENTS	11/17/2025			
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS	11/17/2025	22 0517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	11/17/2025
01 7800	CLOSEOUT SUBMITTALS	11/17/2025	22 0519	METERS AND GAUGES FOR PLUMBING PIPING VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND	11/17/2025
			22 0548	EQUIPMENT	11/17/2025
03 1000	CONCRETE FORMING AND ACCESSORIES	12/1/2025	22 0553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	11/17/2025
03 2000	CONCRETE REINFORCING	12/1/2025	22 0719	PLUMBING PIPING INSULATION	11/17/2025
03 3000	CAST-IN-PLACE CONCRETE	12/1/2025	22 1005	PLUMBING PIPING	11/17/2025
03 3511	CONCRETE FLOOR FINISHES	11/17/2025	22 1006	PLUMBING PIPING SPECIALTIES	11/17/2025
03 4100	PRECAST STRUCTURAL CONCRETE	8/22/2025	22 1119	DOMESTIC WATER PIPING SPECIALTIES	11/17/2025
03 4500	PRECAST ARHCITECTURAL CONCRETE	12/1/2025	22 1123	DOMESTIC WATER PUMPS	11/17/2025
			22 1319	SANITARY WASTE PIPING SPECIALTIES	11/17/2025
04 0511	MORTAR AND MASONRY GROUT	11/17/2025	22 1323	SANITARY WASTE INTERCEPTORS	11/17/2025
04 2000	UNIT MASONRY	11/17/2025	22 1329	SANITARY SEWERAGE PUMPS	11/17/2025
			22 1429	SUMP PUMPS	11/17/2025
05 1200	STRUCTURAL STEEL FRAMING	12/1/2025	22 1500	GENERAL-SERVICE COMPRESSED-AIR SYSTEMS	11/17/2025
05 2100	STEEL JOIST FRAMING	8/22/2025	22 3000	PLUMBING EQUIPMENT	11/17/2025
05 3100	STEEL DECKING	8/22/2025	22 4000	PLUMBING FIXTURES	11/17/2025
05 4000	COLD-FORMED METAL FRAMING	11/17/2025	22 4017	BATHTUBS AND SHOWERS	11/17/2025
05 5000	METAL FABRICATIONS	11/17/2025	22 4500	EMERGENCY PLUMBING FIXTURES	11/17/2025
05 5100	METAL STAIRS	11/17/2025	22 4600	SECURITY PLUMBING FIXTURES	11/17/2025
05 5133	METAL LADDERS	11/17/2025			
05 5213	PIPE AND TUBE RAILINGS	11/17/2025	23 0519	METERS AND GUAGES FOR HVAC PIPING	11/17/2025
05 7311	DECORATIVE METAL AND GLAZED METAL RAILING	12/1/2025	23 0548	VIBRATION AND SEISMIC CONTROLS FOR HVAC	11/17/2025
05 7510	DECORATIVE METAL COLUMN COVERS	11/17/2025	23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	11/17/2025
			23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	11/17/2025
06 1000	ROUGH CARPENTRY	11/17/2025	23 0713	DUCT INSULATION	11/17/2025
06 1600	SHEATHING - WRB	11/17/2025	23 0716	HVAC EQUIPMENT INSULATION	11/17/2025

06 4100	ARCHITECTURAL WOOD CASEWORK	11/17/2025	23 0719	HVAC PIPING INSULATION	11/17/2025
06 4200	WOOD-VENEER PANELING	12/1/2025	23 0923	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC	11/17/2025
06 6100	RESIN FABRICATIONS	11/17/2025	23 1113	FACILITY FUEL-OIL PIPING	11/17/2025
06 8316	FIBERGLASS REINFORCED PANELING	11/17/2025	23 1123	FACILITY NATURAL-GAS PIPING	11/17/2025
			23 2113	HYDRONIC PIPING	11/17/2025
07 1300	SHEET WATERPROOFING	8/22/2025	23 2114	HYDRONIC SPECIALTIES	11/17/2025
07 2100	THERMAL INSULATION	11/17/2025	23 2123	HYDRONIC PUMPS	11/17/2025
07 5400	THERMOPLASTIC MEMBRANE ROOFING	12/1/2025	23 2300	REFRIGERANT PIPING	11/17/2025
07 7100	ROOF SPECIALTIES	11/17/2025	23 2500	HVAC WATER TREATMENT	11/17/2025
07 7123	MANUFACTURED GUTTERS AND DOWNSPOUTS	11/17/2025	23 3100	HVAC DUCTS AND CASINGS	11/17/2025
07 7100	ROOF SPECIALTIES	11/17/2025	23 3300	AIR DUCT ACCESSORIES	11/17/2025
07 7200	ROOF ACCESSORIES	11/17/2025	23 3423	HVAC POWER VENTILATORS	11/17/2025
07 7250	EXTERIOR VAULTS AND BULKHEADS	12/12/2025	23 3501	DRYER-VENT EXHAUST COLLECTION SYSTEMS	11/17/2025
07 4616	ALUMINUM CLADDING	12/1/2025	23 3600	AIR TERMINAL UNITS	11/17/2025
07 7600	ROOF PAVERS	11/17/2025	23 3700	AIR OUTLETS AND INLETS	11/17/2025
07 8100	APPLIED FIRE PROTECTION	11/17/2025	23 4000	HVAC AIR CLEANING DEVICES	11/17/2025
07 8400	FIRESTOPPING	11/17/2025	23 5100	BREECHINGS, CHIMNEYS, AND STACKS	11/17/2025
07 9005	JOINT SEALERS	11/17/2025	23 5216	CONDENSING BOILERS	11/17/2025
07 9513	EXPANSION JOINT COVER ASSEMBLIES	11/17/2025	23 7416	PACKAGED ROOFTOP AIR-CONDITIONING UNITS	11/17/2025
			23 8124	COMPUTER ROOM AIR CONDITIONERS - FLOOR MOUNTE	11/17/2025
08 1113	HOLLOW METAL DOORS AND FRAMES	11/17/2025	23 8126.13	SMALL CAPACITY SPLIT-SYSTEM AIR CONDITIONERS	11/17/2025
08 1416	FLUSH WOOD DOORS	11/17/2025			
				LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND	
08 3100	ACCESS DOORS AND PANELS	11/17/2025	26 0519	CABLES	11/17/2025
08 3323	OVERHEAD COILING DOORS	11/17/2025	26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	11/17/2025
08 3323.13	OVERHEAD RAPID COILING DOORS	11/17/2025	26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	11/17/2025
08 3460	DETENTION DOORS AND FRAMES	11/17/2025	26 0533.13	CONDUIT FOR ELECTRICAL SYSTEMS	11/17/2025
08 3495	PET DOORS	11/17/2025	26 0533.16	BOXES FOR ELECTRICAL SYSTEMS	11/17/2025
				VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL	
08 4228	FRAMELESS DOOR SYSTEM	11/17/2025	26 0548	SYSTEMS	11/17/2025
08 4413	GLAZED ALUMINUM CURTAIN WALLS	11/17/2025	26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	11/17/2025
08 5653	SECURITY WINDOWS	11/17/2025	26 0573	POWER SYSTEM STUDIES	11/17/2025
08 5659	SERVICE AND TELLER WINDOW UNITS	11/17/2025	26 0916	ELECTRICAL CONTROLS AND RELAYS	11/17/2025
08 7100	DOOR HARDWARE	11/17/2025	26 0923	LIGHTING CONTROL DEVICES	11/17/2025
08 7101	HARDWARE SCHEDULE	12/12/2025	26 2100	LOW-VOLTAGE ELECTRICAL SERVICE ENTRY	11/17/2025
08 8000	GLAZING	11/17/2025	26 2200	LOW VOLTAGE TRANSFORMERS	11/17/2025
08 8300	MIRRORS	11/17/2025	26 2413	SWITCHBOARDS	11/17/2025
			26 2416	PANELBOARDS	11/17/2025
09 0561	COMMON WORK RESULTS FOR FLOORING PREPAI	11/17/2025	26 2726	WIRING DEVICES	11/17/2025
09 2116	GYPSUM BOARD ASSEMBLIES	11/17/2025	26 2816.16	ENCLOSED SWITCHES	11/17/2025
09 3000	TILING	11/17/2025	26 2913	ENCLOSED CONTROLLERS	11/17/2025
09 5100	ACOUSTICAL CEILINGS	11/17/2025	26 3213	ENGINE GENERATORS	11/17/2025
09 5450	SUSPENDED METAL PANEL CEILING SYSTEM	11/17/2025	26 3353	STATIC UNINTERRUPTIBLE POWER SUPPLY	11/17/2025
09 5460	ACOUSTICAL SECURITY CEILING SYSTEM	11/17/2025	26 3600	TRANSFER SWITCHES	11/17/2025
				CONNECTION CABINETS FOR PORTABLE GENERATORS	
09 6500	RESILIENT FLOORING	11/17/2025	26 3633	AND LOAD BANKS	11/17/2025
09 6566	RESILIENT ATHLETIC FLOORING	11/17/2025	26 4100	FACILITY LIGHTNING PROTECTION	11/17/2025
09 6813	TILE CARPETING	11/17/2025	26 4300	SURGE PROTECTIVE DEVICES	11/17/2025
09 6900	ACCESS FLOORING	11/17/2025	26 5100	INTERIOR LIGHTING	11/17/2025
09 7800	INTERIOR WALL PANELING	11/17/2025	26 5600	EXTERIOR LIGHTING	11/17/2025
09 8430	SOUND ABSORBING WALL AND CEILING UNITS	11/17/2025			
	PAINTING AND COATING - COMMERCIAL FACILITY				
	GUIDE SPECIFICATION - SHERWIN-				
09 9000	WILLIAMS	11/17/2025	27 0533.13	CONDUIT FOR COMMUNICATION SYSTEMS	11/17/2025
09 9600	HIGH-PERFORMANCE COATINGS	11/17/2025	27 1000	STRUCTURED CABLING	11/17/2025
			27 4116	INTEGRATED AUDIO-VIDEO SYSTEMS AND EQUIPMENT	11/17/2025
10 1100	VISUAL DISPLAY BOARDS	11/17/2025	27 5116	PUBLIC ADDRESS SYSTEMS	11/17/2025
10 1400	SIGNAGE	11/17/2025	27 5129.13	RESCUE ASSISTANCE SIGNAL SYSTEMS	11/17/2025
10 1419	DIMENSIONAL LETTER SIGNAGE	11/17/2025	27 5319	DISTRIBUTED ANTENNA SYSTEM	11/17/2025
10 1416	PLAQUES	11/17/2025			
10 1426	EXTERIOR PANEL SIGNAGE	11/17/2025	28 1200	SECURITY AND SURVEILLANCE SYSTEM	12/1/2025
10 2113.13	METAL TOILET COMPARTMENTS	11/17/2025	28 4600	FIRE DETECTION AND ALARM	11/17/2025
10 2213	WIRE MESH PARTITIONS	11/17/2025			
10 2219	DEMOUNTABLE PARTITIONS	11/17/2025	32 3113	CHAINLINK FENCES AND GATES	11/17/2025
10 2239	FOLDING PANEL PARTITIONS	11/17/2025	32 3119	DECORATIVE METAL FENCES AND GATES	11/17/2025
10 2600	WALL AND DOOR PROTECTION	11/17/2025	32 3136	SECURITY GATES AND BARRIERS	12/1/2025
10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES	11/17/2025			

10 4300	EMERGENCY AID SPECIALTIES	11/17/2025	33 4100	SUBDRAINAGE	8/22/2025
10 4400	FIRE PROTECTION SPECIALTIES	11/17/2025			
10 7500	FLAGPOLES	11/17/2025			

ASSUMPTIONS, CLARIFICATIONS & EXCLUSIONS SUMMARY



Project: Fremont Police Station
Owner: City of Fremont
Architect: Police Facility Design Group
Estimate: FPD- Final GMP Proposal
Duration: 18 Months

Date: January 20, 2025
Estimator: Jeremiah Harder
Building SF: 43,079
Parking Stalls: 61
Site Area (Acre): 1.14

01 General

- Item 1 Drawings issued by Police Facility Design Group and their consultants titled Fremont Police Department dated per the attached Drawing Log.
- Item 2 Specifications issued by Police Facilities Design Group and their consultants titled Project Manual and dated per the Specifications Log attached.
- Item 3 Addendum No. 1 issued by Police Facility Design Group dated 09/11/2025.
- Item 4 Addendum No. 2 issued by Police Facility Desig Group dated 9/17/2025.
- Item 5 Bid Bulletin No. 1 issued by Sampson Construction dated 09/09/2025.
- Item 6 Bid Bulletin No. 2 issued by Sampson Construction dated 09/11/2025.
- Item 7 Bid Bulletin No. 3 issued by Sampson Construction dated 09/16/2025.
- Item 8 Bid Bulletin No. 4 issued by Sampson Construction dated 09/17/2025.
- Item 9 Phase 2- Addendum No. 1 issued by Police Facility Design Group dated 12/01/2025.
- Item 10 Phase 2- Addendum No. 2 issued by Police Facility Desig Group dated 12/12/2025.
- Item 11 Phase 2- Bid Bulletin No. 1 issued by Sampson Construction dated 12/01/2025.
- Item 12 Phase 2- Bid Bulletin No. 2 issued by Sampson Construction dated 12/12/2025.
- Item 13 General Liability insurance is included.
- Item 14 Warranties will be upon the earliest date of Substantial Completion or Beneficial Occupancy.
- Item 15 The estimate is based on one (1) construction mobilization with one (1) area phases and a eighteen (18) month construction duration.
- Item 16 We have included a construction contingency for the construction manager's use.
- Item 17 Temporary utility consumption costs are excluded. We will utilize the exisiting facility.
- Item 18 Building permit costs per the City of Fremont building department are excluded.
- Item 19 Sales Tax is excluded.
- Item 20 Third party testing and Inspections required per the Contract Documents are included.
- Item 21 The City of Fremont shall be responsible for all building permit, utility, road closure , and any other fees required for the completion of work unless otherwise stated in this proposal.
- Item 22 Prevailing, union, or Davis-Bacon wages are not included
- Item 23 Telephone Company and Cable Television company charges are excluded.

01A Allowances

- Item 1 An allowance of \$125,000 for winter conditions has been added due to the fact that the majority of the building concrete pours shall be completed during winter. This allowance shall be used for the staging, protection, and installation of the building systems.
- Item 2 An allowance of \$20,000 for winteradditives to the concrete mix has been add due to the majority of concrete will be poured during the winter months. This allowance will be used for the add mixtures needed to properly pour the concrete during the winter months.
- Item 3 An allowance of \$30,000 for the relocation or removal of existing utilities hass been added. This allowance will be used to relocate or demo any existing utilities found to infere with the construction of this project.

- Item 4 An allowance of \$65,000 for dewatering the the site has been added. This allowance will be used to lower the water table onsite for the project's construction activities.
- Item 5 An allowance of \$30,000 for the installation of the internet service providers conduits from the area of demarkation to inside the building has been added.
- Item 6 An allowance of \$35,000 for the the installation of an owner provided radio tower, structure only, and any additional structural steel needed to support said tower has been added.
- Item 7 An allowance of \$684,708 for furniture, fixtures, and equipment per the FF&E Summary sheet had been added.

02 Existing Conditions

- Item 1 Abatement of asbestos, lead, mold, or hazardous materials are excluded.
- Item 2 Removal and replacement of unsuitable materials, hidden structures, or obstructions from the site are excluded.
- Item 3 Damage to existing MEP/utilities that cannot be located with conventional location techniques are excluded.
- Item 4 Temporary shoring of structures are excluded.

14 Conveying Equipment

- Item 1 This proposal includes the interior walls and ceiling material being #4 Brushed Stainless Steel.

31 Earth Work

- Item 1 Per the Geotechnical Report ground water was found at various depths onsite. The depths in which ground water was found is below the depth of the work to be performed for this project. In the event that ground water is encountered the cost to removed and remedy said ground water shall be completed on a Time and Material basis as a change order to the owner.
- Item 2 The City of Fremont has agreed to provide Sampson and their subcontractors and area to store excess soils from the project's excavation activities until said soil in needed to be returned to site for backfilling. After which the city shall keep and maintain possession of the remaining excess
- Item 3 This proposal excludes engineered fill as contractors will be using the site materials as fill per the Geotechnical Report.

33 Site Utilities

- Item 1 The City of Fremont shall be responsible for relocating the overhead power lines along 8th street to underground. The city will coordinate this work with Sampson ensuring that this work does not interfere with Sampsons construction activities.
- Item 2 This proposal excludes underground natural gas piping.

RESOLUTION NO. 2026-025

A Resolution of the City Council of the City of Fremont, Nebraska, amending the Contract with Sampson Construction to increase the Guaranteed Maximum Price from Bid Package #1 at \$6,351,688 to Bid Package #2 at \$13,344,437 for a total cost of \$19,996,125.

WHEREAS, Sampson Construction was named as the Construction Manager at Risk for Police Headquarters/ Fremont – Dodge County 911 Center Project at the December 10, 2024 City Council Meeting; and,

WHEREAS, Bid Package #1 amended the contract with Sampson Construction to set the Guaranteed Maximum Price to \$6,351,688 was approved at the October 14, 2025 City Council Meeting; and,

WHEREAS, the pricing for Bid Package #2 is now complete and the Construction Manager is ready to continue with construction; and,

WHEREAS, the expenditure is within current capital budget.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Fremont, Nebraska authorizes this contract amendment, and authorizes the Mayor to sign the amendment for a total contract amount of \$19,996,125.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk