UTILITY & INFRASTRUCTURE BOARD

January 27, 2026 - 4:00 P.M.
Fremont Municipal Building, City Council Chambers
400 East Military, Fremont, Nebraska

REGULAR MEETING:

1. Meeting called to order
2. Roll call

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

3. Approve Minutes of January 13, 2026
4. Consider to Approve Accounts Payable January 14, 2026 through January 27, 2026

REGULAR AGENDA:

5. Consider License Agreement with BNSF Railway for an Electric Supply Line Across the Railway.
6. Consider Purchase Order to GES Mechanical for Repair of the WWTP Centrifuge Primary Assembly
7. Consider Agreement with IDS for 3-Year Technical Support for the Lon D. Wright Power Plant Control Systems
8. Consider Award of the Land Auction Contract to Farmers National Company
9. Consider Contract with Veenstra & Kimm, Inc. for the Downtown Streetscape Revitalization Project
10. Consider Approval of the P4 Private Hangar Lease Transfer to Brett Griess
11. Consider Purchase of Dodge County Property Parcel 270139527 with RES Group
12. Adjourn

The agenda was posted at the Municipal Building on January 23, 2026. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD
January 13, 2026 - 4:00 P.M.

A meeting of the Utility and Infrastructure Board was held on January 13, 2026, at 4:00 p.m. in the Fremont Municipal Building, City Council Chambers at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on January 9, 2026, and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

ROLL CALL
Roll call showed Board Members Bolton, Lipsys, Wiese, Wilson, Fryklind present. 5 members present. Others in attendance included Jeff Shanahan, Utility Gen. Mgr.; Troy Schaben, Asst. Utility Gen. Mgr.; Dan Gillis, Dir. of Public Works; Jenn Nabb, Finance Dir.; Scott Seelhoff, WWTP Supt.; Cari Hoffart, Street Supt.; Dan Reznicek, Power Plant Supt.; and Patty Hernandez, Grant Asst.

CONSENT AGENDA
Moved by Member Bolton and seconded by Member Lipsys to approve items 3 and 4 (Minutes from December 9,2025 and Ratify payments made from December 10, 2025 through December 31, 2025 and Approve Accounts Payable January 1, 2026 through January 13, 2026). Ayes: Fryklind, Bolton, Lipsys, Wilson, Wiese. Motion carried 5-0.

REGULAR AGENDA:

Consider Authorizing a Hangar Lease Agreement for Hangar Unit #16 at the Fremont Municipal Airport
Hoffart gave overview and answered questions. Moved by Member Wilson and Seconded by Member Bolton to recommend to City Council to authorize the new hanger lease for unit #16 at the Fremont Municipal Airport to Brad Krumel. Ayes: Wilson, Wiese, Fryklind, Bolton, Lipsys. Motion carried 5-0.

Consider Ordinance 5731 Amending Snow Routes
Hoffart gave overview and answered questions. Moved by Member Lipsys and Seconded by Member Fryklind to recommend to City Council to approve ordinance 5731 amending Chapter 5 of the Fremont Municipal Code to incorporate updates to the emergency snow routes. Ayes: Wiese, Lipsys, Bolton, Fryklind, Wilson. Motion carried 5-0.

Consider Approval of a Three-Year Contract with CityLogix for Street Scan Services and Software
Hoffart gave overview and answered questions. Moved by Member Wilson and Seconded by Member Lipsys to recommend to City Council to approve Resolution 2026-009 authorizing the Mayor to sign the 3-year contract with City Logix for their street scan services and software in the amount of $117,370 over the three-year term. Ayes: Fryklind, Bolton, Lipsys, Wiese, Wilson. Motion carried 5-0.

Consider Award of Contract to Brimhall Industrial for U6-3 Feedwater Heater Retube
Reznicek gave overview. Moved by Member Bolton and Seconded by Member Fryklind to recommend to City Council to award contract to Brimhall Industrial for U6-3 Feedwater Heater Retube at the Lon D. Wright Power Plant. Ayes: Fryklind, Bolton, Wiese, Wilson. Motion carried 5-0.

Consider Agreement with ChemTreat for Lon D. Wright (LDW) Power Plant Chemical Supply
Reznicek gave overview. Moved by Member Fryklind and Seconded by Member Lipsys to recommend to City Council to authorize agreement with ChemTreat for LDW Chemical Supply in the amount of $271,489.59 plus taxes. Ayes: Weise, Wilson, Fryklind, Lipsys, Bolton. Motion carried 5-0.

Consider Awarding WWTP Boiler Replacement to Grunwald Mechanical
Seelhoff gave overview and answered questions. Moved by Member Wilson and Seconded by Member Bolton to recommend to City Council to award WWTP Boiler Replacement to Grunwald Mechanical in the amount $147,098. Ayes: Wilson, Fryklind, Bolton, Wiese, Lipsys. Motion carried 5-0.

Consider Annual Renewal of Maintenance Agreement No. 11 with the Nebraska Department of

Transportation and the City of Fremont
Gillis gave overview and answered questions. Moved by Member Bolton and Seconded by Member Wilson to recommend to City Council to authorize the Mayor to sign annual renewal of Maintenance Agreement No. 11 between the Nebraska Department of Transportation and the City of Fremont. Ayes: Lipsys, Bolton, Wilson, Wiese, Fryklind. Motion carried 5-0.

General Manager Update: Utilities update

ADJOURNMENT
Moved by Member Wilson and Seconded by Member Bolton to adjourn the meeting at 4:36pm. Ayes: Wiese, Wilson, Bolton, Fryklind, Lipsys. Motion carried 5-0.

STAFF REPORT

TO: Utility and Infrastructure Board (UIB)

FROM: Kristin Klingsick, Assistant Director of Finance

DATE: January 27, 2026

SUBJECT: Claims

Recommendation: Move to approve January 14, 2025 through January 27, 2026 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

Background: Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting. The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on January 29, 2026 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District, Department of Energy/WAPA, and Cottonwood Wind Project.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Central Plains Energy Project (CPEP), Public Energy Authority of Kentucky (PEAK), and Minnesota Community Energy (MCE).
- Coal purchases from Navajo Transitional Energy Co. and Peabody Coal, and freight charges to Union Pacific, as well as Pete Lien & Sons for lime and ADA Carbon Solutions for carbon, both for the Unit 8 scrubber.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- Bond principal and interest payments to BOK Financial NA.
- Worldwide Express/UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.
- Sales tax/title fees on utility department equipment purchases to Dodge County Treasurer.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total **$ 3,992,605.06**

Agenda Item 4

DEPARTMENT OF UTILITIES
WORLDWIDE EXPRESS/UPS ELECTRONIC WITHDRAWALS

FOR CITY COUNCIL MEETING: 1/27/26

AJ GROUP NO	WWEX INVOICE	INVOICE DATE	ACCOUNT NO	PROJECT NO	DESCRIPTION	AMOUNT	WITHDRAWAL TOTAL	WITHDRAWAL DATE
5671	260111W018847	01/14/26	051-5001-940-6079		1/10/26 Serv Chrg Share	$ 13.38		
			051-5001-940-6079	Alloc	1/10/26 Serv Chrg Share	$ 13.37	$ 26.75	01/15/26
5723	260118W010805	01/21/26	051-5001-940-6079		1/17/26 Serv Chrg Share	$ 13.38		
			051-5001-940-6079	Alloc	1/17/26 Serv Chrg Share	$ 13.37		
			051-5205-580-6079	E 583	Skarshaug Testing Laboratory	$ 316.24		
			051-5105-502-6079	E 506	Teledyne AI	$ 12.69		
			051-5205-580-6079	E 583	Madi Tools	$ 8.24		
			055-7105-502-6079	S 583	Electric Pump	$ 9.13	$ 373.05	

TOTAL EXPENDITURES $ 399.80

Electric Fund – 051
Water Fund – 053
Sewer Fund – 055
Gas Fund – 057

Agenda Item 4

PREPARED 01/12/2026 9:40:25
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01122026 ANDERSEND

PAYMENT TYPES
Checks . . . . Y
EFTs . . . . Y
ePayables . . . . Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/12/2026
All banks . . . . A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor
Process by bank code? (Y,N) . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2026
Disbursement year/per 2026/04
Payment date 01/12/2026

Agenda Item 4

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005529	00	ARCHITECTURAL INNOVATIONS LLC							
2894		PI5208		00 07/09/2025	051-5001-950.80-50	PO NUM 066411	VOID CHECK #:	104197	120.89-
2894		PI5208		00 01/12/2026	051-5001-950.80-50	PO NUM 066411	& REISSUE	120.89	
						VENDOR TOTAL *		120.89	120.89-
0005454	00	MINNESOTA COMMUNITY ENERGY *WIRE*				NATURAL GAS PURCHASE			
1296 DEC 2025				00 01/12/2026	057-8205-807.50-02			256,370.00	
						VENDOR TOTAL *		256,370.00	
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*							
1006 DEC 2025				00 01/12/2026	057-8205-807.50-02	NATURAL GAS PURCHASE		695,496.37	
						VENDOR TOTAL *		695,496.37	
0004760	00	SOUTHWEST POWER POOL INC							
20260108-FREM				00 01/12/2026	051-5001-400.41-45	SPP SETTLE 01/01-01/06/26		EFT:	1,612.52-
20260108-FREM				00 01/12/2026	051-5105-555.50-00	SPP SETTLE 12/31/25	PURCHASED POWER	EFT:	10,424.24
20260108-FREM				00 01/12/2026	051-5105-555.50-00	SPP SETTLE 01/01-01/06/26		EFT:	62,293.74
						VENDOR TOTAL *		.00	71,105.46
						HAND ISSUED TOTAL ***			120.89-
						EFT/EPAY TOTAL ***			71,105.46
						TOTAL EXPENDITURES ****		951,987.26	70,984.57
						GRAND TOTAL *******************			1,022,971.83

Agenda Item 4

Account Number	Employee Name	Social Security	Deposit Amount		
		Final Total	481,140.25	Count	189

Agenda Item 4

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EAL DESCRIPTION:  EAL: 01142026 LIEKHUSK
PAYMENT TYPES
   Checks . . . . . . . . . . . . . . . . . . . . . . .  Y
   EFTs . . . . . . . . . . . . . . . . . . . . . . . .  Y
   ePayables  . . . . . . . . . . . . . . . . . . . . .  Y
VOUCHER SELECTION CRITERIA
   Voucher/discount due date  . . . . . . . . . . . . .  01/15/2026
   All banks  . . . . . . . . . . . . . . . . . . . . .  A
REPORT SEQUENCE OPTIONS:
   Vendor . . . . . . . . . . . . . . . . . . . . . . .  X      One vendor per page? (Y,N)  . . . . . . . . . . .  N
   Bank/Vendor  . . . . . . . . . . . . . . . . . . . .         One vendor per page? (Y,N)  . . . . . . . . . . .  N
   Fund/Dept/Div  . . . . . . . . . . . . . . . . . . .         Validate cash on hand? (Y,N)  . . . . . . . . . .  N
   Fund/Dept/Div/Element/Obj  . . . . . . . . . . . . .         Validate cash on hand? (Y,N)  . . . . . . . . . .  N
   Proj/Fund/Dept/Div/Elm/Obj . . . . . . . . . . . . .
 This report is by:  Vendor
   Process by bank code? (Y,N)  . . . . . . . . . . . .  Y
   Print reports in vendor name sequence? (Y,N) . . . .  Y
   Calendar year for 1099 withholding . . . . . . . . .  2026
   Disbursement year/per  . . . . . . . . . . . . . . .  2026/04
   Payment date . . . . . . . . . . . . . . . . . . . .  01/15/2026
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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI						
20260115		PR0115		00 01/15/2026	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	156,847.37
						VENDOR TOTAL *	.00	156,847.37
0004730	00	OPEN ACCESS TECHNOLOGY INTL INC						
WEBCARES 25-27		PI2156		00 01/15/2026	051-5105-502.60-77	PO NUM 070294	EFT:	3,500.00
						VENDOR TOTAL *	.00	3,500.00
0004192	00	PAYROLL EFT DEDUCTIONS						
20260115		PR0115		00 01/15/2026	051-0000-241.00-00	PAYROLL SUMMARY	305,866.96	
						VENDOR TOTAL *	305,866.96	
						EFT/EPAY TOTAL ***		160,347.37
						TOTAL EXPENDITURES ****	305,866.96	160,347.37
					GRAND TOTAL	********************		466,214.33

Payroll Summary	462,714.33
AP	3,500.00

Agenda Item 4

PREPARED 01/19/2026 16:01:34 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01192026 LIEKHUSK
PAYMENT TYPES
Checks . . . . Y
EFTs . . . . Y
ePayables . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/20/2026
All banks . . . . A
REPORT SEQUENCE OPTIONS:
Vendor . . . . X One vendor per page? (Y,N) . . . . N
Bank/Vendor . . . . One vendor per page? (Y,N) . . . . N
Fund/Dept/Div . . . . Validate cash on hand? (Y,N) . . . . N
Fund/Dept/Div/Element/Obj . . . . Validate cash on hand? (Y,N) . . . . N
Proj/Fund/Dept/Div/Elm/Obj . . . .
This report is by: Vendor
Process by bank code? (Y,N) . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2026
Disbursement year/per 2026/04
Payment date 01/20/2026

Agenda Item 4

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*							
2512BP2024B				00	01/20/2026	057-8205-807.50-02	DEC 25 NATURAL GAS PURCHASE	210,645.00	
							VENDOR TOTAL *	210,645.00	
							TOTAL EXPENDITURES ****	210,645.00	
							GRAND TOTAL *******************		210,645.00

Agenda Item 4

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EAL DESCRIPTION:  EAL: 01222026 LIEKHUSK
PAYMENT TYPES
   Checks . . . . . . . . . . . . . . . . . . . . . .  Y
   EFTs . . . . . . . . . . . . . . . . . . . . . . .  Y
   ePayables  . . . . . . . . . . . . . . . . . . . .  Y
VOUCHER SELECTION CRITERIA
   Voucher/discount due date  . . . . . . . . . . . .  01/28/2026
   All banks  . . . . . . . . . . . . . . . . . . . .  A
REPORT SEQUENCE OPTIONS:
   Vendor . . . . . . . . . . . . . . . . . . . . . .  X      One vendor per page? (Y,N)  . . . . . . . . . . .  N
   Bank/Vendor  . . . . . . . . . . . . . . . . . . .         One vendor per page? (Y,N)  . . . . . . . . . . .  N
   Fund/Dept/Div  . . . . . . . . . . . . . . . . . .         Validate cash on hand? (Y,N)  . . . . . . . . . .  N
   Fund/Dept/Div/Element/Obj  . . . . . . . . . . . .         Validate cash on hand? (Y,N)  . . . . . . . . . .  N
   Proj/Fund/Dept/Div/Elm/Obj . . . . . . . . . . . .
 This report is by:  Vendor
   Process by bank code? (Y,N)  . . . . . . . . . . .  Y
   Print reports in vendor name sequence? (Y,N) . . .  Y
   Calendar year for 1099 withholding . . . . . . . .  2026
   Disbursement year/per  . . . . . . . . . . . . . .  2026/04
   Payment date . . . . . . . . . . . . . . . . . . .  01/28/2026
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Agenda Item 4

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001680	00	AA WHEEL & TRUCK SUPPLY INC							
259720/4		PI2277		00	01/28/2026	051-5205-580.50-48	PO NUM 070371	EFT:	128.70
							VENDOR TOTAL *	.00	128.70
0005569	00	ACCO UNLIMITED CORPORATION							
0258563-IN		PI2109		00	01/28/2026	055-7105-502.50-52	PO NUM 070254	EFT:	5,315.76
							VENDOR TOTAL *	.00	5,315.76
0004276	00	AIRGAS USA LLC							
9167748937		PI2106		00	01/28/2026	051-5001-940.50-35	PO NUM 070243	EFT:	886.58
9167748937		PI2107		00	01/28/2026	051-5001-940.60-79	PO NUM 070243	EFT:	48.20
9167828355		PI2095		00	01/28/2026	051-5105-502.50-35	PO NUM 066685	EFT:	283.50
9167828355		PI2096		00	01/28/2026	051-5105-502.60-77	PO NUM 066685	EFT:	31.03
9167904952		PI2097		00	01/28/2026	051-5105-502.50-35	PO NUM 066685	EFT:	220.50
9167904952		PI2098		00	01/28/2026	051-5105-502.60-77	PO NUM 066685	EFT:	31.15
5521335027		PI2206		00	01/28/2026	051-5105-502.60-76	PO NUM 063717	EFT:	9.22
5521334840		PI2216		00	01/28/2026	051-5105-502.60-76	PO NUM 067347	EFT:	309.05
5521334840		PI2217		00	01/28/2026	051-5105-502.60-76	PO NUM 067347	EFT:	222.58
9168096643		PI2362		00	01/28/2026	051-5105-502.50-35	PO NUM 070112	EFT:	173.25
9168096643		PI2363		00	01/28/2026	051-5105-502.60-77	PO NUM 070112	EFT:	30.70
9168141961		PI2364		00	01/28/2026	051-5105-502.50-35	PO NUM 070112	EFT:	110.25
9168141961		PI2365		00	01/28/2026	051-5105-502.60-77	PO NUM 070112	EFT:	.45
							VENDOR TOTAL *	.00	2,356.46
0000965	00	ALL SYSTEMS LLC							
14191-2026		PI2139		00	01/28/2026	055-7105-502.60-59	PO NUM 070192	4,351.00	
							VENDOR TOTAL *	4,351.00	
0005661	00	ALLIANCE TECHNICAL GROUP LLC							
236193		PI2266		00	01/28/2026	051-0000-153.00-00	PO NUM 070426	EFT:	319.41
							VENDOR TOTAL *	.00	319.41
0004994	00	ALLIED VALVE INC							
560998		PI2275		00	01/28/2026	051-5105-502.50-35	PO NUM 070160	350.13	
							VENDOR TOTAL *	350.13	
0002612	00	ALTEC INDUSTRIES INC							
13381683		PI2200		00	01/28/2026	051-0000-154.00-00	PO NUM 070304	EFT:	303.99
13399453		PI2260		00	01/28/2026	051-0000-154.00-00	PO NUM 070304	EFT:	258.80
13395630		PI2366		00	01/28/2026	051-5205-580.50-35	PO NUM 070221	EFT:	369.15
							VENDOR TOTAL *	.00	931.94
9999999	00	ANDERSON, DONALD G							
000032765		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	311.44	
							VENDOR TOTAL *	311.44	
9999999	00	ANDERSON, KALYNN J							
000093733		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	33.38	
							VENDOR TOTAL *	33.38	
0005199	00	APX INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005199	00	APX INC							
25949		PI2118		00	01/28/2026	051-5105-502.60-77	PO NUM 070338	EFT:	1,124.63
							VENDOR TOTAL *	.00	1,124.63
9999999	00	ARAUZ, IDALIA C							
000092931		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	146.89	
							VENDOR TOTAL *	146.89	
0002456	00	ATC TURBINE							
GT-SI-000030897		PI2339		00	01/28/2026	051-0000-153.00-00	PO NUM 070073	EFT:	270.43
							VENDOR TOTAL *	.00	270.43
0003864	00	AUTOMATIONDIRECT.COM INC							
18802239		PI2274		00	01/28/2026	055-7105-502.50-35	PO NUM 069936	EFT:	295.00
							VENDOR TOTAL *	.00	295.00
9999999	00	BARRERA FONSECA, MARTHA A							
000084315		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	18.84	
							VENDOR TOTAL *	18.84	
0003660	00	BAUER BUILT INC							
880113196		PI2115		00	01/28/2026	051-5001-940.50-48	PO NUM 070310	318.23	
880113196		PI2116		00	01/28/2026	051-5001-940.60-59	PO NUM 070310	13.00	
880113196		PI2117		00	01/28/2026	051-5001-940.60-61	PO NUM 070310	4.81	
							VENDOR TOTAL *	336.04	
0003545	00	BOMGAARS SUPPLY INC							
16138725		PI2319		00	01/28/2026	051-0000-154.00-00	PO NUM 070131	EFT:	333.71
16143600		PI2320		00	01/28/2026	051-0000-154.00-00	PO NUM 070131	EFT:	8.98
16143498		PI2321		00	01/28/2026	051-0000-154.00-00	PO NUM 070312	EFT:	213.94
16143758		PI2128		00	01/28/2026	051-5001-940.50-35	PO NUM 069309	EFT:	24.20
16144158		PI2130		00	01/28/2026	053-6105-502.50-35	PO NUM 069309	EFT:	147.95
16143951		PI2129		00	01/28/2026	053-6205-583.50-35	PO NUM 069309	EFT:	192.59
16143499		PI2330		00	01/28/2026	057-8205-870.50-35	PO NUM 070311	EFT:	588.41
							VENDOR TOTAL *	.00	1,509.78
0002902	00	BORDER STATES							
931756013		PI2077		00	01/28/2026	051-0000-154.00-00	PO NUM 069093	EFT:	318.32
931733695		PI2080		00	01/28/2026	051-0000-154.00-00	PO NUM 070132	EFT:	76.43
931727247		PI2083		00	01/28/2026	051-0000-154.00-00	PO NUM 070193	EFT:	172.28
931733679		PI2084		00	01/28/2026	051-0000-154.00-00	PO NUM 070193	EFT:	373.65
931733672		PI2085		00	01/28/2026	051-0000-154.00-00	PO NUM 070196	EFT:	136.17
931727260		PI2086		00	01/28/2026	051-0000-154.00-00	PO NUM 070293	EFT:	11,887.50
931750369		PI2087		00	01/28/2026	051-0000-154.00-00	PO NUM 070293	EFT:	2,332.60
931756027		PI2091		00	01/28/2026	051-0000-154.00-00	PO NUM 070321	EFT:	179.43
931750379		PI2092		00	01/28/2026	051-0000-154.00-00	PO NUM 070339	EFT:	903.08
931756055		PI2093		00	01/28/2026	051-0000-154.00-00	PO NUM 070349	EFT:	606.76
931777103		PI2192		00	01/28/2026	051-0000-154.00-00	PO NUM 069016	EFT:	209.18
931777120		PI2194		00	01/28/2026	051-0000-154.00-00	PO NUM 070193	EFT:	378.09
931777126		PI2195		00	01/28/2026	051-0000-154.00-00	PO NUM 070211	EFT:	396.98

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002902	00	BORDER STATES							
931777083		PI2197		00	01/28/2026	051-0000-154.00-00	PO NUM 070293	EFT:	79.18
931777061		PI2202		00	01/28/2026	051-0000-154.00-00	PO NUM 070349	EFT:	76.87
931777068		PI2203		00	01/28/2026	051-0000-154.00-00	PO NUM 070362	EFT:	925.77
931777090		PI2204		00	01/28/2026	051-0000-154.00-00	PO NUM 070366	EFT:	979.37
931777114		PI2205		00	01/28/2026	051-0000-154.00-00	PO NUM 070384	EFT:	224.48
931792834		PI2254		00	01/28/2026	051-0000-154.00-00	PO NUM 070029	EFT:	232.34
931792824		PI2255		00	01/28/2026	051-0000-154.00-00	PO NUM 070132	EFT:	1.18
931792846		PI2258		00	01/28/2026	051-0000-154.00-00	PO NUM 070278	EFT:	57.44
931733703		PI2105		00	01/28/2026	051-5001-940.50-35	PO NUM 070227	EFT:	4,598.21
931733664		PI2099		00	01/28/2026	051-5205-580.50-35	PO NUM 069349	EFT:	38,562.79
931756039		PI2104		00	01/28/2026	051-5205-580.50-35	PO NUM 070196	EFT:	207.47
931714412		PI2196		00	01/28/2026	057-0000-154.00-00	PO NUM 070259	EFT:	948.02
931769108		PI2218		00	01/28/2026	057-8205-870.50-35	PO NUM 069310	EFT:	108.75
							VENDOR TOTAL *	.00	64,972.34
9999999	00	BRYANT-BLACKWELL, KERON J							
000092225		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	98.00	
							VENDOR TOTAL *	98.00	
0004518	00	CAPPEL AUTO SUPPLY INC							
170994		PI2102		00	01/28/2026	051-5001-939.50-35	PO NUM 070076	504.93	
173477		PI2219		00	01/28/2026	051-5105-502.50-35	PO NUM 069311	38.46	
173772		PI2268		00	01/28/2026	051-5105-502.50-48	PO NUM 069311	23.10	
173450		PI2267		00	01/28/2026	051-5205-580.50-48	PO NUM 069311	53.71	
173860		PI2271		00	01/28/2026	051-5205-580.50-48	PO NUM 069311	28.28	
173859		PI2270		00	01/28/2026	055-7105-502.50-35	PO NUM 069311	27.50	
173778		PI2269		00	01/28/2026	055-7205-583.50-48	PO NUM 069311	248.46	
							VENDOR TOTAL *	924.44	
0004144	00	CARPENTER PAPER COMPANY							
418557		PI2201		00	01/28/2026	051-0000-154.00-00	PO NUM 070322	137.07	
							VENDOR TOTAL *	137.07	
0002951	00	CENTRAL STATES GROUP							
1520851-01		PI2120		00	01/28/2026	051-0000-153.00-00	PO NUM 070077	EFT:	48.39
8306062-00		PI2262		00	01/28/2026	051-0000-153.00-00	PO NUM 070367	EFT:	1,368.62
							VENDOR TOTAL *	.00	1,417.01
0005183	00	CENTRALSQUARE TECHNOLOGIES LLC							
454142		PI2125		00	01/28/2026	051-5001-920.60-61	PO NUM 068369	EFT:	240.30
455685		PI2322		00	01/28/2026	051-5001-903.60-61	PO NUM 067839	EFT:	8,970.00
CM21551-21635		PI2349		00	01/28/2026	051-5001-920.60-61	PO NUM 068369	EFT:	3,066.06-
451587		PI2350		00	01/28/2026	051-5001-920.60-61	PO NUM 068369	EFT:	4,847.48
453543		PI2351		00	01/28/2026	051-5001-922.60-65	PO NUM 068369	EFT:	20,400.00
							VENDOR TOTAL *	.00	31,391.72
0002675	00	CENTURYLINK							
333697582	1225	PI2150		00	01/28/2026	051-5001-922.50-53	PO NUM 070350	129.45	
333509245	0126	PI2324		00	01/28/2026	051-5001-922.50-53	PO NUM 069312	66.54	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002675	00	CENTURYLINK							
							VENDOR TOTAL *	195.99	
0003592	00	COMMERCIAL AIR MANAGEMENT INC							
49112		PI2103		00	01/28/2026	055-7105-502.50-35	PO NUM 070188	953.77	
							VENDOR TOTAL *	953.77	
0005328	00	CONCENTRA HEALTH SERVICES INC							
18821233		PI2381		00	01/28/2026	051-5001-926.60-53	PO NUM 069976	54.00	
							VENDOR TOTAL *	54.00	
0004152	00	CORE & MAIN LP							
Y366862		PI2223		00	01/28/2026	053-6205-583.50-35	PO NUM 070414	29.52	
Y366862		PI2224		00	01/28/2026	053-6205-583.60-79	PO NUM 070414	15.38	
							VENDOR TOTAL *	44.90	
0005100	00	COTTONWOOD WIND PROJECT LLC							
11046 DEC 2025				00	01/28/2026	051-5105-555.50-00	WIND ENERGY POWER PURCHASE	EFT:	344,959.23
							VENDOR TOTAL *	.00	344,959.23
0002915	01	CREDIT BUREAU SERVICES INC							
18090 F4135				00	01/28/2026	051-0000-144.00-00	DEC 2025	977.14	
							VENDOR TOTAL *	977.14	
9999999	00	CRIBBS, JUQUAN T							
000094129		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	13.51	
							VENDOR TOTAL *	13.51	
9999999	00	CROWN JEWELS							
000093909		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	82.89	
							VENDOR TOTAL *	82.89	
0005472	00	DALTON CHIROPRACTIC LLC							
12821 DEC 25		PI2382		00	01/28/2026	051-5001-926.60-53	PO NUM 070400	90.00	
							VENDOR TOTAL *	90.00	
0004876	00	DITCH WITCH UNDERCON							
P58653		PI2108		00	01/28/2026	051-5001-940.50-48	PO NUM 070250	EFT:	16.46
P58744		PI2147		00	01/28/2026	051-5205-580.50-48	PO NUM 070341	EFT:	479.75
							VENDOR TOTAL *	.00	496.21
0003091	00	DUTTON-LAINSON CO							
921364-2		PI2078		00	01/28/2026	051-0000-154.00-00	PO NUM 069887	EFT:	671.96
921364-3		PI2079		00	01/28/2026	051-0000-154.00-00	PO NUM 069887	EFT:	168.00
922828-2		PI2082		00	01/28/2026	051-0000-154.00-00	PO NUM 070189	EFT:	201.16
923617-1		PI2261		00	01/28/2026	051-0000-154.00-00	PO NUM 070342	EFT:	296.83
							VENDOR TOTAL *	.00	1,337.95
0004605	00	DXP ENTERPRISES INC							
55581726		PI2193		00	01/28/2026	051-0000-154.00-00	PO NUM 070098	EFT:	111.60

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004605	00	DXP ENTERPRISES INC							
55581722		PI2198		00	01/28/2026	051-0000-154.00-00	PO NUM 070300	EFT:	269.61
55581731		PI2199		00	01/28/2026	051-0000-154.00-00	PO NUM 070300	EFT:	83.28
							VENDOR TOTAL *	.00	464.49
0003087	00	EAKES OFFICE SOLUTIONS							
9269663-0		PI2264		00	01/28/2026	051-0000-154.00-00	PO NUM 070393	EFT:	449.33
							VENDOR TOTAL *	.00	449.33
0002959	00	EGAN SUPPLY CO							
410925		PI2263		00	01/28/2026	051-0000-154.00-00	PO NUM 070385	602.97	
410985		PI2265		00	01/28/2026	051-0000-154.00-00	PO NUM 070394	498.58	
410985		PI2279		00	01/28/2026	051-5001-940.60-79	PO NUM 070394	4.28	
							VENDOR TOTAL *	1,105.83	
0005424	00	EKOS INC							
226047		PI2153		00	01/28/2026	051-5001-940.60-65	PO NUM 070368	960.00	
226047		PI2154		00	01/28/2026	051-5001-940.60-65	PO# 070368	960.00	
							VENDOR TOTAL *	1,920.00	
0002674	00	ELECTRIC PUMP LLC							
036293		PI2276		00	01/28/2026	055-7105-502.50-35	PO NUM 070333	EFT:	1,337.80
							VENDOR TOTAL *	.00	1,337.80
0004551	00	ELEMETAL FABRICATION & MACHINE							
209285		PI2256		00	01/28/2026	051-0000-153.00-00	PO NUM 070201	EFT:	3,380.34
209258		PI2257		00	01/28/2026	051-0000-153.00-00	PO NUM 070228	EFT:	2,683.67
209188		PI2220		00	01/28/2026	051-5105-502.50-35	PO NUM 069316	EFT:	171.20
209208		PI2281		00	01/28/2026	051-5105-502.50-35	PO NUM 070441	EFT:	2,400.82
209210		PI2282		00	01/28/2026	051-5105-502.50-35	PO NUM 070442	EFT:	1,245.96
209203		PI2280		00	01/28/2026	051-5205-580.50-35	PO NUM 070440	EFT:	214.43
							VENDOR TOTAL *	.00	10,096.42
9999999	00	ELLISON, TODD J							
010726 ELLISON				00	01/28/2026	051-5205-580.20-29	UNIFORM REIMBURSEMENT	395.20	
							VENDOR TOTAL *	395.20	
0001091	00	EMANUEL PRINTING INC							
9942		PI2144		00	01/28/2026	051-5205-580.50-31	PO NUM 070251	1,374.96	
							VENDOR TOTAL *	1,374.96	
9999999	00	EPPERSON, JOSHUA L							
000057949		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	106.58	
							VENDOR TOTAL *	106.58	
0005535	00	ETHOSENERGY POWER PLANT SERVICES							
INV119737		PI2207		00	01/28/2026	051-5105-502.60-59	PO NUM 064848 CCR 2024-095 LDW U8 TURBINE	EFT:	50,782.20
INV119738		PI2208		00	01/28/2026	051-5105-502.50-35	PO NUM 064848 INSPECTION & REPAIR	EFT:	23,540.00
INV119739		PI2209		00	01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	16,755.20
INV119740		PI2210		00	01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	250,446.34

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005535	00	ETHOSENERGY POWER PLANT SERVICES						
INV119741		PI2211		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	30,687.60
INV119742		PI2212		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	10,670.04
INV119743		PI2213		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	50,969.46
INV119744		PI2214		00 01/28/2026	051-5105-502.50-35	PO NUM 064848	EFT:	2,140.00
INV119745		PI2215		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	78,998.10
INV119734		PI2345		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	9,523.00
INV119735		PI2346		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	55,406.74
INV119736		PI2347		00 01/28/2026	051-5105-502.60-59	PO NUM 064848	EFT:	105,366.12
						VENDOR TOTAL *	.00	685,284.80
9999999	00	FAHRENHOLZ, PAULETTE A						
000093753		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	139.91	
						VENDOR TOTAL *	139.91	
0002050	00	FASTENAL CO						
NEFRE208602		PI2221		00 01/28/2026	051-5105-502.50-35	PO NUM 069317	EFT:	43.97
NEFRE208618		PI2331		00 01/28/2026	051-5105-502.50-35	PO NUM 070372	EFT:	573.34
						VENDOR TOTAL *	.00	617.31
0001729	00	FCX PERFORMANCE INC						
5519895		PI2259		00 01/28/2026	051-0000-153.00-00	PO NUM 070286	EFT:	1,166.56
						VENDOR TOTAL *	.00	1,166.56
0003680	00	FEDEX FREIGHT						
396109006816		PI2338		00 01/28/2026	051-5105-502.60-79	PO NUM 070459	288.66	
						VENDOR TOTAL *	288.66	
0005518	00	FISHER BUILDING SERVICES INC						
16196		PI2135		00 01/28/2026	051-5001-932.60-59	PO NUM 069543	25,950.00	
						VENDOR TOTAL *	25,950.00	
0001112	00	FREMONT ELECTRIC INC						
57345		PI2136		00 01/28/2026	051-5205-580.60-61	PO NUM 069913	27,470.00	
57346		PI2137		00 01/28/2026	051-5205-580.60-61	PO NUM 069914 CONDUIT BORING	25,600.00	
57347		PI2138		00 01/28/2026	051-5205-580.60-61	PO NUM 069915	23,185.00	
57450		PI2327		00 01/28/2026	053-6105-502.50-35	PO NUM 070170	19,500.00	
57450		PI2328		00 01/28/2026	053-6105-502.60-61	PO NUM 070170	15,750.00	
57451		PI2375		00 01/28/2026	053-6105-502.50-35	PO NUM 070463	95.40	
57451		PI2376		00 01/28/2026	053-6105-502.60-61	PO NUM 070463	90.00	
						VENDOR TOTAL *	111,690.40	
0001132	00	FREMONT WINNELSON CO						
429376 01		PI2151		00 01/28/2026	051-5205-580.50-35	PO NUM 070352	193.63	
429771 01		PI2325		00 01/28/2026	053-6205-583.50-35	PO NUM 069319	9.80	
429546 01		PI2222		00 01/28/2026	057-8205-870.50-35	PO NUM 070378	853.86	
						VENDOR TOTAL *	1,057.29	
9999999	00	GARCIA VELASQUEZ, DAYRON M						
000093983		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	368.29	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	GARCIA VELASQUEZ, DAYRON M						
						VENDOR TOTAL *	368.29	
0001148	00	GOREE BACKHOE & EXCAVATING INC						
16554		PI2148		00 01/28/2026	051-5001-940.50-35	PO NUM 070343	2,027.00	
16554		PI2149		00 01/28/2026	051-5205-580.50-35	PO NUM 070343	4,057.67	
						VENDOR TOTAL *	6,084.67	
0004677	00	GOVCONNECTION INC						
77181009		PI2140		00 01/28/2026	051-5001-922.50-42	PO NUM 070229	EFT:	2,005.29
77182706		PI2142		00 01/28/2026	051-5001-922.50-42	PO NUM 070229	EFT:	208.12
77181009		PI2141		00 01/28/2026	051-5105-502.50-35	PO NUM 070229	EFT:	2,005.29
77182706		PI2143		00 01/28/2026	051-5105-502.50-35	PO NUM 070229	EFT:	208.13
						VENDOR TOTAL *	.00	4,426.83
0001742	00	GRAINGER						
9768100589		PI2278		00 01/28/2026	051-5105-502.50-35	PO NUM 070386	EFT:	186.41
9764249489		PI2250		00 01/28/2026	055-7105-502.50-35	PO NUM 070363	EFT:	155.16
9768606601		PI2333		00 01/28/2026	055-7105-502.50-35	PO NUM 070390	EFT:	163.27
						VENDOR TOTAL *	.00	504.84
0004707	00	GREAT PLAINS COMMUNICATIONS INC						
122648 0126		PI2272		00 01/28/2026	051-5001-922.50-53	PO NUM 069360	219.56	
122648 0126		PI2273		00 01/28/2026	051-5001-922.60-65	PO NUM 069360	1,250.00	
						VENDOR TOTAL *	1,469.56	
0003155	00	HACH COMPANY						
14822938		PI2332		00 01/28/2026	053-6105-502.60-59	PO NUM 070379	EFT:	1,922.00
						VENDOR TOTAL *	.00	1,922.00
0005546	00	HAYES POWER SERVICES						
45341		PI2323		00 01/28/2026	051-5105-502.60-59	PO NUM 068984	EFT:	691.63
45350		PI2326		00 01/28/2026	051-5105-502.60-59	PO NUM 069724	EFT:	18,159.63
						VENDOR TOTAL *	.00	18,851.26
0002794	00	HDR ENGINEERING INC						
1200789939		PI2230		00 01/28/2026	051-5105-502.60-59	PO NUM 057745	EFT:	1,213.70
1200793223		PI2294		00 01/28/2026	051-5105-502.60-59	PO NUM 069509	EFT:	3,041.65
						VENDOR TOTAL *	.00	4,255.35
9999999	00	HOMWE, JAMES						
000092827		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	112.88	
						VENDOR TOTAL *	112.88	
0001868	00	HOTSY EQUIPMENT CO						
360598		PI2237		00 01/28/2026	051-5001-940.50-35	PO NUM 069339	EFT:	40.12
360598		PI2238		00 01/28/2026	051-5001-940.60-61	PO NUM 069339	EFT:	149.80
360650		PI2246		00 01/28/2026	051-5105-502.50-35	PO NUM 070325	EFT:	57.96
360650		PI2247		00 01/28/2026	051-5105-502.60-79	PO NUM 070325	EFT:	37.61
						VENDOR TOTAL *	.00	285.49
0004062	00	HOUSTON & ASSOCIATES LLC						

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0004062	00	HOUSTON & ASSOCIATES LLC							
503		PI2293		00	01/28/2026	057-8205-870.60-61	PO NUM 069361	EFT:	5,000.00
							VENDOR TOTAL *	.00	5,000.00
0005545	00	HTH COMPANIES INC							
953570#2		PI2126		00	01/28/2026	051-5105-502.60-59	PO NUM 069197	EFT:	12,000.00
953570#3		PI2352		00	01/28/2026	051-5105-502.60-59	PO NUM 069197	EFT:	22,895.67
							VENDOR TOTAL *	.00	34,895.67
0001646	00	HTM SALES INC							
25-43111-1		PI2253		00	01/28/2026	055-7205-583.50-35	PO NUM 070381	EFT:	3,110.00
							VENDOR TOTAL *	.00	3,110.00
0001167	00	HY-VEE							
48979272693		PI2385		00	01/28/2026	051-5001-926.60-61	PO NUM 070480	131.35	
							VENDOR TOTAL *	131.35	
0005302	00	INSIGHT PUBLIC SECTOR INC							
1101351218		PI2251		00	01/28/2026	051-5001-922.50-42	PO NUM 070373	EFT:	28.45
1101351947		PI2329		00	01/28/2026	051-5001-922.60-65	PO NUM 070231	EFT:	10,574.94
							VENDOR TOTAL *	.00	10,603.39
0005460	00	INTERVIEW NOW INC							
2216		PI2384		00	01/28/2026	051-5001-926.60-65	PO NUM 070434	5,000.00	
							VENDOR TOTAL *	5,000.00	
9999999	00	JACOBY, AUGUSTINE C							
000092477		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	58.22	
							VENDOR TOTAL *	58.22	
0004550	00	JOHNSON'S CYCLE AND AUTO LLC							
140802		PI2334		00	01/28/2026	055-7105-502.50-35	PO NUM 070407	190.00	
							VENDOR TOTAL *	190.00	
9999999	00	KALISEK, MAKENA B							
000090315		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	200.00	
							VENDOR TOTAL *	200.00	
0005001	00	KOONS GAS MEASUREMENT							
84396		PI2318		00	01/28/2026	057-0000-154.00-00	PO NUM 069882	EFT:	45,484.41
							VENDOR TOTAL *	.00	45,484.41
0002027	00	KRIHA FLUID POWER CO INC							
00633592		PI2081		00	01/28/2026	051-0000-153.00-00	PO NUM 070176	EFT:	1,969.20
							VENDOR TOTAL *	.00	1,969.20
0004963	00	LANGUAGE TESTING INTERNATIONAL INC							
L105351-IN		PI2383		00	01/28/2026	051-5001-926.60-61	PO NUM 070402	EFT:	94.00
							VENDOR TOTAL *	.00	94.00
0000724	00	LAYNE CHRISTENSEN COMPANY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000724	00	LAYNE CHRISTENSEN COMPANY							
3119260		PI2146		00	01/28/2026	051-5105-502.50-35	PO NUM 070335	EFT:	665.00
							VENDOR TOTAL *	.00	665.00
0003043	00	LEAGUE OF NE MUNICIP-UTILITIES SECT							
2026 MIKAN B		PI2335		00	01/28/2026	055-7105-502.60-62	PO NUM 070454	210.00	
							VENDOR TOTAL *	210.00	
0003043	00	LEAGUE OF NE MUNICIP-UTILITIES SECT,CK GRP-1							
2026 SEELHOFF S		PI2336		00	01/28/2026	055-7105-502.60-62	PO NUM 070454	170.00	
							VENDOR TOTAL *	170.00	
0003043	00	LEAGUE OF NE MUNICIP-UTILITIES SECT,CK GRP-2							
2026 SHAW M		PI2337		00	01/28/2026	055-7105-502.60-62	PO NUM 070454	210.00	
							VENDOR TOTAL *	210.00	
0000480	00	MALLOY ELECTRIC							
6615614		PI2317		00	01/28/2026	055-7105-502.50-35	PO NUM 070427	EFT:	712.78
							VENDOR TOTAL *	.00	712.78
9999999	00	MARTY, MATT							
000033593		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	20.74	
							VENDOR TOTAL *	20.74	
0002052	00	MATHESON LINWELD							
0032641503		PI2232		00	01/28/2026	051-5105-502.50-35	PO NUM 069323	EFT:	210.79
0032641507		PI2242		00	01/28/2026	051-5105-502.50-35	PO NUM 070287	EFT:	441.93
0032659608		PI2286		00	01/28/2026	051-5105-502.50-35	PO NUM 069323	EFT:	801.67
0032658774		PI2308		00	01/28/2026	051-5105-502.50-35	PO NUM 070397	EFT:	350.06
							VENDOR TOTAL *	.00	1,804.45
0005374	00	MATRIX IMAGING SOLUTIONS							
DP2506394		PI2127		00	01/28/2026	051-5001-903.60-65	PO NUM 069291	EFT:	12,476.47
							VENDOR TOTAL *	.00	12,476.47
0002963	00	MCGILL ASBESTOS ABATEMENT LLC							
2412		PI2100		00	01/28/2026	051-5105-502.60-59	PO NUM 069605	7,975.00	
2415		PI2101		00	01/28/2026	051-5105-502.60-59	PO NUM 070071	4,510.74	
2408		PI2348		00	01/28/2026	051-5105-502.60-59	PO NUM 067171	6,245.19	
2409		PI2353		00	01/28/2026	051-5105-502.60-59	PO NUM 069292	12,612.17	
2414		PI2359		00	01/28/2026	051-5105-502.60-59	PO NUM 069677	3,859.72	
2413		PI2360		00	01/28/2026	051-5105-502.60-59	PO NUM 069731	9,628.08	
							VENDOR TOTAL *	44,830.90	
0000667	00	MCMASTER-CARR SUPPLY CO							
58085998		PI2285		00	01/28/2026	051-0000-153.00-00	PO NUM 070418	561.86	
57513215		PI2145		00	01/28/2026	051-5105-502.50-35	PO NUM 070308	150.66	
57694336		PI2152		00	01/28/2026	051-5105-502.50-35	PO NUM 070360	253.40	
57845597		PI2155		00	01/28/2026	051-5105-502.50-35	PO NUM 070374	230.93	
58085998		PI2315		00	01/28/2026	051-5105-502.50-35	PO NUM 070418	49.74	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000667	00	MCMASTER-CARR SUPPLY CO							
							VENDOR TOTAL *	1,246.59	
0004500	00	MECHANICAL DYNAMICS & ANALYSIS LLC							
655198		PI2119		00	01/28/2026	051-0000-153.00-00	PO NUM 069892	EFT:	1,082.17
655403		PI2121		00	01/28/2026	051-0000-153.00-00	PO NUM 070209	EFT:	998.15
655458		PI2283		00	01/28/2026	051-0000-153.00-00	PO NUM 070208	EFT:	5,957.37
							VENDOR TOTAL *	.00	8,037.69
0001229	00	MENARDS - FREMONT							
07714		PI2122		00	01/28/2026	051-0000-154.00-00	PO NUM 070306	427.36	
07712		PI2124		00	01/28/2026	051-0000-154.00-00	PO NUM 070329	243.87	
07779		PI2132		00	01/28/2026	051-5001-940.50-35	PO NUM 069325	83.40	
03608		PI2287		00	01/28/2026	051-5105-502.50-35	PO NUM 069325	87.69	
08263		PI2289		00	01/28/2026	051-5105-502.50-35	PO NUM 069325	130.99	
08314		PI2355		00	01/28/2026	051-5105-502.50-35	PO NUM 069325	18.17	
08125		PI2234		00	01/28/2026	053-6205-583.50-35	PO NUM 069325	36.26	
08127		PI2235		00	01/28/2026	053-6205-583.50-35	PO NUM 069325	18.67	
08245		PI2354		00	01/28/2026	053-6205-583.50-35	PO NUM 069325	23.60	
08342		PI2356		00	01/28/2026	053-6205-583.50-35	PO NUM 069325	31.60	
07762		PI2131		00	01/28/2026	055-7105-502.50-35	PO NUM 069325	73.63	
07859		PI2133		00	01/28/2026	055-7105-502.50-35	PO NUM 069325	55.16	
07898		PI2134		00	01/28/2026	055-7105-502.50-35	PO NUM 069325	130.44	
08081		PI2233		00	01/28/2026	055-7105-502.50-35	PO NUM 069325	71.87	
08204		PI2288		00	01/28/2026	055-7105-502.50-35	PO NUM 069325	24.81	
							VENDOR TOTAL *	1,457.52	
0003008	00	MIDWEST LABORATORIES INC							
1271491		PI2164		00	01/28/2026	053-6105-502.60-54	PO NUM 069327	30.00	
							VENDOR TOTAL *	30.00	
0005238	00	MIDWEST PETROLEUM EQUIPMENT LLC							
40975		PI2231		00	01/28/2026	051-5001-950.80-50	PO NUM 069230 CCR 2025-239 FUEL DISPENSER SYSTEM	EFT:	63,616.87
							VENDOR TOTAL *	.00	63,616.87
0004892	00	MIXER SYSTEMS INC							
113001		PI2226		00	01/28/2026	051-0000-153.00-00	PO NUM 069977	4,396.83	
							VENDOR TOTAL *	4,396.83	
0001486	00	MOTION INDUSTRIES INC							
NE01-00765816		PI2173		00	01/28/2026	051-5105-502.50-35	PO NUM 070125	104.18	
NE01-00766635		PI2369		00	01/28/2026	051-5105-502.50-35	PO NUM 070422	4,453.06	
NE01-00766667		PI2370		00	01/28/2026	051-5105-502.50-35	PO NUM 070422	477.34	
							VENDOR TOTAL *	5,034.58	
0005373	00	MS ROOF REPAIRS							
2118		PI2371		00	01/28/2026	055-7105-502.60-59	PO NUM 070445	400.00	
							VENDOR TOTAL *	400.00	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							

Agenda Item 4

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
85077480		PI2089		00	01/28/2026	051-0000-154.00-00	PO NUM 070305	EFT:	921.34
85077510		PI2090		00	01/28/2026	051-0000-154.00-00	PO NUM 070305	EFT:	68.82
86990290		PI2228		00	01/28/2026	051-0000-154.00-00	PO NUM 070364	EFT:	58.38
88623740		PI2342		00	01/28/2026	051-0000-154.00-00	PO NUM 070420	EFT:	490.21
87709730		PI2302		00	01/28/2026	051-5001-940.50-35	PO NUM 070364	EFT:	513.09
85529940		PI2179		00	01/28/2026	051-5105-502.50-35	PO NUM 070307	EFT:	90.95
87897250		PI2309		00	01/28/2026	051-5105-502.50-35	PO NUM 070398	EFT:	154.72
85639950		PI2181		00	01/28/2026	057-8205-870.50-35	PO NUM 070314	EFT:	648.09
88623740		PI2368		00	01/28/2026	057-8205-870.50-35	PO NUM 070420	EFT:	136.84
							VENDOR TOTAL *	.00	3,082.44
0000746	00	MUELLER CO LLC							
66380068		PI2225		00	01/28/2026	057-0000-154.00-00	PO NUM 065152	EFT:	1,192.03
							VENDOR TOTAL *	.00	1,192.03
0005254	00	NEB-IA AGRONOMICS LLC							
0001090		PI2312		00	01/28/2026	055-7105-502.60-55	PO NUM 070408	6,000.00	
							VENDOR TOTAL *	6,000.00	
0003057	01	NEBR DEPT OF WATER ENERGY & ENVIRON							
CHRIS B/2026		PI2185		00	01/28/2026	053-6205-583.60-67	PO NUM 070344	115.00	
JACOB K/2026		PI2186		00	01/28/2026	053-6205-583.60-67	PO NUM 070344	115.00	
							VENDOR TOTAL *	230.00	
0003057	01	NEBR DEPT OF WATER ENERGY & ENVIRON,CK GRP-1							
12210/2026		PI2189		00	01/28/2026	053-6205-583.60-67	PO NUM 070361	200.00	
							VENDOR TOTAL *	200.00	
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP							
000066971		UT		00	01/28/2026	051-0000-143.00-00	Energy Assistance Refund	143.45	
000090315		UT		00	01/28/2026	051-0000-143.00-00	Energy Assistance Refund	75.52	
							VENDOR TOTAL *	218.97	
0003041	00	NEBRASKA WELL DRILLERS ASSOCIATION							
1421		PI2377		00	01/28/2026	053-6205-583.60-62	PO NUM 070474	280.00	
							VENDOR TOTAL *	280.00	
0005298	00	NOVASPECT INC							
CD10015478		PI2284		00	01/28/2026	051-0000-153.00-00	PO NUM 070345	EFT:	215.25
CD10015501		PI2340		00	01/28/2026	051-0000-153.00-00	PO NUM 070212	EFT:	8,386.02
							VENDOR TOTAL *	.00	8,601.27
0003334	00	NOVATECH LLC							
37636		PI2343		00	01/28/2026	051-5105-502.60-61	PO NUM 040823	EFT:	150.00
							VENDOR TOTAL *	.00	150.00
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-431810		PI2290		00	01/28/2026	051-5001-939.50-35	PO NUM 069328	EFT:	22.41
0397-426583		PI2112		00	01/28/2026	051-5105-502.50-48	PO NUM 070264	EFT:	1,996.09

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-430252		PI2165		00	01/28/2026	051-5205-580.50-48	PO NUM 069328	EFT:	39.99
0397-430525		PI2166		00	01/28/2026	051-5205-580.50-48	PO NUM 069328	EFT:	39.99
0397-431043		PI2167		00	01/28/2026	051-5205-580.50-48	PO NUM 069328	EFT:	8.55
0397-431810		PI2291		00	01/28/2026	053-6205-583.50-48	PO NUM 069328	EFT:	17.32
0397-431888		PI2292		00	01/28/2026	053-6205-583.50-48	PO NUM 069328	EFT:	41.05
							VENDOR TOTAL *	.00	2,165.40
0004910	00	OHIO LUMEX CO INC							
CFD11526APX		PI2295		00	01/28/2026	051-5105-502.50-35	PO NUM 069643	39,959.00	
							VENDOR TOTAL *	39,959.00	
0001475	00	OMAHA COMPOUND COMPANY							
240779A		PI2157		00	01/28/2026	051-0000-154.00-00	PO NUM 070198	311.63	
241055		PI2243		00	01/28/2026	051-5001-940.50-35	PO NUM 070299	543.50	
							VENDOR TOTAL *	855.13	
0002987	00	OMAHA SLINGS INC							
1066169		PI2175		00	01/28/2026	051-5205-580.50-48	PO NUM 070281	745.89	
							VENDOR TOTAL *	745.89	
0001624	00	OMAHA VALVE & FITTING CO							
174034		PI2171		00	01/28/2026	051-5105-502.50-35	PO NUM 069984	300.00	
							VENDOR TOTAL *	300.00	
0004671	00	ONE CALL CONCEPTS INC							
5120156		PI2170		00	01/28/2026	051-5001-904.60-61	PO NUM 069365	EFT:	194.83
							VENDOR TOTAL *	.00	194.83
0001268	00	P & H ELECTRIC INC							
130815		PI2168		00	01/28/2026	055-7105-502.50-35	PO NUM 069329	34.00	
130869		PI2357		00	01/28/2026	055-7105-502.50-35	PO NUM 069329	106.00	
							VENDOR TOTAL *	140.00	
0004345	00	PAPIO-MISSOURI RIVER NRD							
26207		PI2191		00	01/28/2026	053-6105-502.50-52	PO NUM 070380	426.04	
							VENDOR TOTAL *	426.04	
0005368	00	PAYMENTUS CORPORATION							
INV-15-173532		PI2296		00	01/28/2026	051-5001-903.60-77	PO NUM 069644	21,972.72	
INV-15-173533		PI2297		00	01/28/2026	051-5001-903.60-77	PO NUM 069645	2,500.28	
INV-15-173533		PI2298		00	01/28/2026	051-5001-903.60-77	PO NUM 069645	507.47	
							VENDOR TOTAL *	24,980.47	
0005506	00	PEAK SUBSTATION SERVICES LLC							
10098		PI2163		00	01/28/2026	051-5205-580.50-35	PO NUM 069305	4,180.00	
							VENDOR TOTAL *	4,180.00	
9999999	00	PENNY MAC							
000093805		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	150.82	

Agenda Item 4

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	PENNY MAC						
						VENDOR TOTAL *	150.82	
0005318	00	PETE LIEN & SONS INC						
CD99382906				00 01/28/2026	051-0000-158.02-00	1/19/26	EFT:	6,294.23
CD99383392				00 01/28/2026	051-0000-158.02-00	1/2/26	EFT:	6,320.95
						VENDOR TOTAL *	.00	12,615.18
0004800	00	PINNACLE BANK - VISA						
011326 #4		PI2304		00 01/28/2026	051-5001-940.50-35	PO NUM 070370	1,040.12	
011326 #4		PI2305		00 01/28/2026	051-5001-940.60-79	PO NUM 070370	83.38	
011626 #3		PI2372		00 01/28/2026	051-5001-920.60-62	PO NUM 070458	55.00	
010826 #3		PI2244		00 01/28/2026	053-6205-583.50-35	PO NUM 070317	212.74	
010926 #3		PI2245		00 01/28/2026	053-6205-583.50-35	PO NUM 070317	186.80	
						VENDOR TOTAL *	1,578.04	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
5108467		PI2169		00 01/28/2026	051-5105-502.50-48	PO NUM 069331	86.67	
						VENDOR TOTAL *	86.67	
9999999	00	PORTER, L J						
000006199		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	217.56	
						VENDOR TOTAL *	217.56	
9999999	00	POWELL, GENA D						
000084489		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	166.32	
						VENDOR TOTAL *	166.32	
0004696	00	PRIME SECURED INC						
101040		PI2190		00 01/28/2026	051-5001-922.60-61	PO NUM 070375	430.00	
101098		PI2378		00 01/28/2026	051-5001-922.60-61	PO NUM 070475	2,904.00	
						VENDOR TOTAL *	3,334.00	
0004413	00	RADWELL INTERNATIONAL LLC						
36077021		PI2239		00 01/28/2026	055-7105-502.50-35	PO NUM 069992	EFT:	3.23
36077021		PI2240		00 01/28/2026	055-7105-502.60-59	PO NUM 069992	EFT:	210.47
						VENDOR TOTAL *	.00	213.70
9999999	00	RASCON, BEYONCE E						
000092875		UT		00 01/28/2026	051-0000-143.00-00	MANUAL CHECK	144.14	
						VENDOR TOTAL *	144.14	
0002876	00	RAWHIDE CHEMOIL INC						
73195		PI2241		00 01/28/2026	051-5105-502.50-35	PO NUM 070048	401.36	
						VENDOR TOTAL *	401.36	
0001444	00	RENSENHOUSE						
5411-1205804		PI2252		00 01/28/2026	051-5105-502.50-35	PO NUM 070376	EFT:	169.61
						VENDOR TOTAL *	.00	169.61
0002369	00	ROCKMOUNT RESEARCH AND ALLOYS INC						

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002369	00	ROCKMOUNT RESEARCH AND ALLOYS INC							
1299258		PI2310		00	01/28/2026	051-5105-502.50-35	PO NUM 070399	606.16	
							VENDOR TOTAL *	606.16	
9999999	00	ROHEWAL, GAVIN J							
000093783		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	50.51	
							VENDOR TOTAL *	50.51	
0005230	00	SAMPLE BROTHERS INC							
220909301		PI2158		00	01/28/2026	051-0000-153.00-00	PO NUM 070214	275.65	
							VENDOR TOTAL *	275.65	
0004639	00	SAPP BROS INC							
IN4927872		PI2307		00	01/28/2026	051-5001-939.50-35	PO NUM 070389	742.50	
IN4931341		PI2361		00	01/28/2026	051-5001-940.50-35	PO NUM 069870	735.00	
							VENDOR TOTAL *	1,477.50	
0003373	00	SARGENT DRILLING							
43184		PI2379		00	01/28/2026	051-5105-502.60-59	PO NUM 069633	16,199.78	
43183		PI2380		00	01/28/2026	051-5105-502.60-59	PO NUM 069578	31,431.55	
							VENDOR TOTAL *	47,631.33	
0000762	00	SCHAEFFER MANUFACTURING CO							
SDM3584-INV1		PI2301		00	01/28/2026	051-5001-940.50-35	PO NUM 070347	EFT:	3,157.89
SDM3582-INV1		PI2248		00	01/28/2026	051-5105-502.50-35	PO NUM 070330	EFT:	606.37
							VENDOR TOTAL *	.00	3,764.26
0002649	00	SENSIT TECHNOLOGIES LLC							
SPI-1016944		PI2174		00	01/28/2026	057-8205-870.50-35	PO NUM 070262	EFT:	199.10
							VENDOR TOTAL *	.00	199.10
0003709	00	SENTRY EQUIPMENT CORP							
260141		PI2176		00	01/28/2026	051-5105-502.50-35	PO NUM 070288	EFT:	813.40
260141		PI2177		00	01/28/2026	051-5105-502.60-79	PO NUM 070288	EFT:	26.90
							VENDOR TOTAL *	.00	840.30
0000429	00	SKARSHAUG TESTING LABORATORY INC							
291961		PI2088		00	01/28/2026	051-0000-154.00-00	PO NUM 070297	944.65	
							VENDOR TOTAL *	944.65	
0005572	00	SMARTGUARD LLC							
0000162-IN		PI2316		00	01/28/2026	053-6205-583.50-35	PO NUM 070421	EFT:	490.00
							VENDOR TOTAL *	.00	490.00
0003415	00	SNAP-ON INDUSTRIAL							
ARV/66809987		PI2114		00	01/28/2026	051-5001-939.50-35	PO NUM 070301	592.40	
ARV/66862204		PI2303		00	01/28/2026	051-5001-939.50-35	PO NUM 070369	917.75	
							VENDOR TOTAL *	1,510.15	
9999999	00	SOKOLOVSKY, KELSEY M							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	SOKOLOVSKY, KELSEY M							
000090969		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	64.16	
							VENDOR TOTAL *	64.16	
0003254	00	STAPLES CONTRACT & COMMERCIAL LLC							
6051670887		PI2113		00	01/28/2026	051-5001-940.50-40	PO NUM 070277	EFT:	205.98
6052301192		PI2182		00	01/28/2026	051-5001-920.50-40	PO NUM 070315	EFT:	88.02
6052301192		PI2183		00	01/28/2026	051-5001-920.50-61	PO NUM 070315	EFT:	126.76
6052466061		PI2187		00	01/28/2026	051-5001-940.50-40	PO NUM 070353	EFT:	97.25
6052466062		PI2188		00	01/28/2026	051-5001-940.50-40	PO NUM 070353	EFT:	65.46
6053030322		PI2306		00	01/28/2026	051-5001-903.50-40	PO NUM 070382	EFT:	63.84
6053030320		PI2311		00	01/28/2026	051-5001-926.50-40	PO NUM 070403	EFT:	84.98
6053030321		PI2367		00	01/28/2026	051-5001-926.50-40	PO NUM 070403	EFT:	36.27
							VENDOR TOTAL *	.00	768.56
0004647	00	T SQUARE SUPPLY LLC							
42442		PI2358		00	01/28/2026	051-5105-502.50-35	PO NUM 069335	187.46	
							VENDOR TOTAL *	187.46	
0005643	00	TECHNOLOGY INSPECTIONS LLC							
1014		PI2172		00	01/28/2026	051-5205-580.60-61	PO NUM 070036	8,517.20	
							VENDOR TOTAL *	8,517.20	
0001339	00	TIMME WELDING & SUPPLY LLC							
55469		PI2236		00	01/28/2026	053-6205-583.50-35	PO NUM 069336	13.74	
							VENDOR TOTAL *	13.74	
0005615	00	TOTAL FIRE & SECURITY INC							
12472596		PI2300		00	01/28/2026	051-5001-940.60-61	PO NUM 070302	480.00	
							VENDOR TOTAL *	480.00	
0001713	00	TRUCK CENTER COMPANIES							
RA111008483		PI2313		00	01/28/2026	051-5205-580.50-48	PO NUM 070411	3,209.82	
RA111008483		PI2314		00	01/28/2026	051-5205-580.60-59	PO NUM 070411	2,556.00	
							VENDOR TOTAL *	5,765.82	
9999999	00	TUBBS, WAYNE M							
000092749		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	70.68	
							VENDOR TOTAL *	70.68	
9999999	00	TURCIOS, TARA L							
000078665		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	150.49	
							VENDOR TOTAL *	150.49	
0004020	01	UNIVERSITY OF WISCONSIN							
IN-002841		PI2184		00	01/28/2026	051-5205-580.60-62	PO NUM 070337	1,895.00	
							VENDOR TOTAL *	1,895.00	
0000647	00	USABLUEBOOK							
INV00931951		PI2341		00	01/28/2026	051-0000-154.00-00	PO NUM 070387	128.08	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000647	00	USABLUEBOOK							
INV00923060		PI2180		00	01/28/2026	053-6105-502.50-35	PO NUM 070309	535.70	
							VENDOR TOTAL *	663.78	
9999999	00	VANEK, CARLIE A							
000071017		UT		00	01/28/2026	051-0000-143.00-00	MANUAL CHECK	200.00	
							VENDOR TOTAL *	200.00	
0005415	00	VERIZON WIRELESS							
6132453342				00	01/28/2026	051-5001-903.50-53	Cellular	39.94	
6132453342				00	01/28/2026	051-5001-904.50-53	Cellular	270.19	
6132453342				00	01/28/2026	051-5001-919.50-53	Cellular	40.05	
6132453342				00	01/28/2026	051-5001-920.50-53	Cellular	80.10	
6132453342				00	01/28/2026	051-5001-922.50-53	Cellular	680.45	
6132453342				00	01/28/2026	051-5001-925.50-53	Cellular	40.05	
6132453342				00	01/28/2026	051-5001-926.50-53	Cellular	40.05	
6132453342				00	01/28/2026	051-5001-939.50-53	Cellular	40.05	
6132453342				00	01/28/2026	051-5001-919.50-53	CELLULAR POLICE	40.05	
6132453342				00	01/28/2026	051-5001-919.50-53	CELLULAR MAYOR	31.65	
6132453342		PI2299		00	01/28/2026	051-5001-922.50-42	PO NUM 070145	274.98	
6132453342				00	01/28/2026	051-5105-502.50-53	Cellular	200.03	
6132453342				00	01/28/2026	051-5205-580.50-53	Elect Distr Cellular	576.92	
6132453342				00	01/28/2026	051-5205-580.50-53	Engineers Cellular	399.90	
6132453342				00	01/28/2026	053-6105-502.50-53	Cellular	40.05	
6132453342				00	01/28/2026	053-6205-583.50-53	Cellular	650.38	
6132453342				00	01/28/2026	055-7105-502.50-53	Cellular	116.23	
6132453342				00	01/28/2026	057-8205-870.50-53	Cellular	810.40	
							VENDOR TOTAL *	4,371.47	
0003739	00	WALTRON BULL & ROBERTS LLC							
INV20523		PI2110		00	01/28/2026	051-5105-502.50-52	PO NUM 070263	EFT:	1,791.00
INV20523		PI2111		00	01/28/2026	051-5105-502.60-79	PO NUM 070263	EFT:	320.58
							VENDOR TOTAL *	.00	2,111.58
0004336	00	WATERLINK INC							
40839		PI2094		00	01/28/2026	051-5105-502.50-52	PO NUM 063837	EFT:	956.97
40973		PI2159		00	01/28/2026	051-5105-502.50-52	PO NUM 063837	EFT:	1,498.00
40989		PI2160		00	01/28/2026	051-5105-502.50-52	PO NUM 063837	EFT:	3,325.48
41015		PI2344		00	01/28/2026	051-5105-502.50-52	PO NUM 063837	EFT:	5,191.60
							VENDOR TOTAL *	.00	10,972.05
0000482	00	WESCO RECEIVABLES CORP							
831230		PI2227		00	01/28/2026	051-0000-154.00-00	PO NUM 070191	EFT:	192.60
831231		PI2229		00	01/28/2026	051-0000-154.00-00	PO NUM 070365	EFT:	738.30
833521		PI2249		00	01/28/2026	051-5105-502.50-35	PO NUM 070332	EFT:	1,117.08
							VENDOR TOTAL *	.00	2,047.98
0004725	00	WHITE CASTLE ROOFING & CONTRACTING							
INV20327		PI2178		00	01/28/2026	051-5001-940.60-61	PO NUM 070303	2,146.00	
							VENDOR TOTAL *	2,146.00	
0004342	00	WIESE PLUMBING & EXCAVATING INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004342	00	WIESE PLUMBING & EXCAVATING INC							
31463		PI2373		00	01/28/2026	051-5001-932.50-35	PO NUM 070460	117.33	
31463		PI2374		00	01/28/2026	051-5001-932.60-59	PO NUM 070460	75.00	
							VENDOR TOTAL *	192.33	
0004135	00	WINDOW PRO INC							
53875		PI2161		00	01/28/2026	051-5001-932.60-61	PO NUM 069287	EFT:	10.70
53876		PI2162		00	01/28/2026	051-5001-932.60-61	PO NUM 069287	EFT:	107.00
							VENDOR TOTAL *	.00	117.70
							EFT/EPAY TOTAL ***		1,424,654.97
							TOTAL EXPENDITURES ****	386,578.88	1,424,654.97
							GRAND TOTAL *******************		1,811,233.85

STAFF REPORT

TO: Utility and Infrastructure Board

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: Recommend City Council approve Resolution authorizing Mayor to execute a License Agreement for Electric Supply Line Across Railway with BNSF Railroad.

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 BNSF railroad tracks. An overhead electric supply line crossing requires a license agreement 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 and City legal counsel have reviewed and approve of the terms of the agreement.

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

Fiscal Impact:

Fees associated with the execution of this agreement total $4,406.00. 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. <u>Boring and Excavation</u>.

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, <u>provided</u>, <u>however</u>, 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 <u>Business Automobile Insurance</u>

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 <u>Workers' Compensation and Employers' Liability Insurance</u>

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 <u>Railroad Protective Liability Insurance</u>. 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 <u>Other Requirements</u>:

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 WARRANTIES

18. 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, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor 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 Licensor's 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 Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's 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 Licensor in writing, remove the Improvements, the Electric Supply Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Electric Supply Line with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's 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 Licensor.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor 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 Licensor 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 Licensor 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 Licensor has consented to the Electric Supply Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Electric Supply Line and the other Improvements to Licensor 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: ____

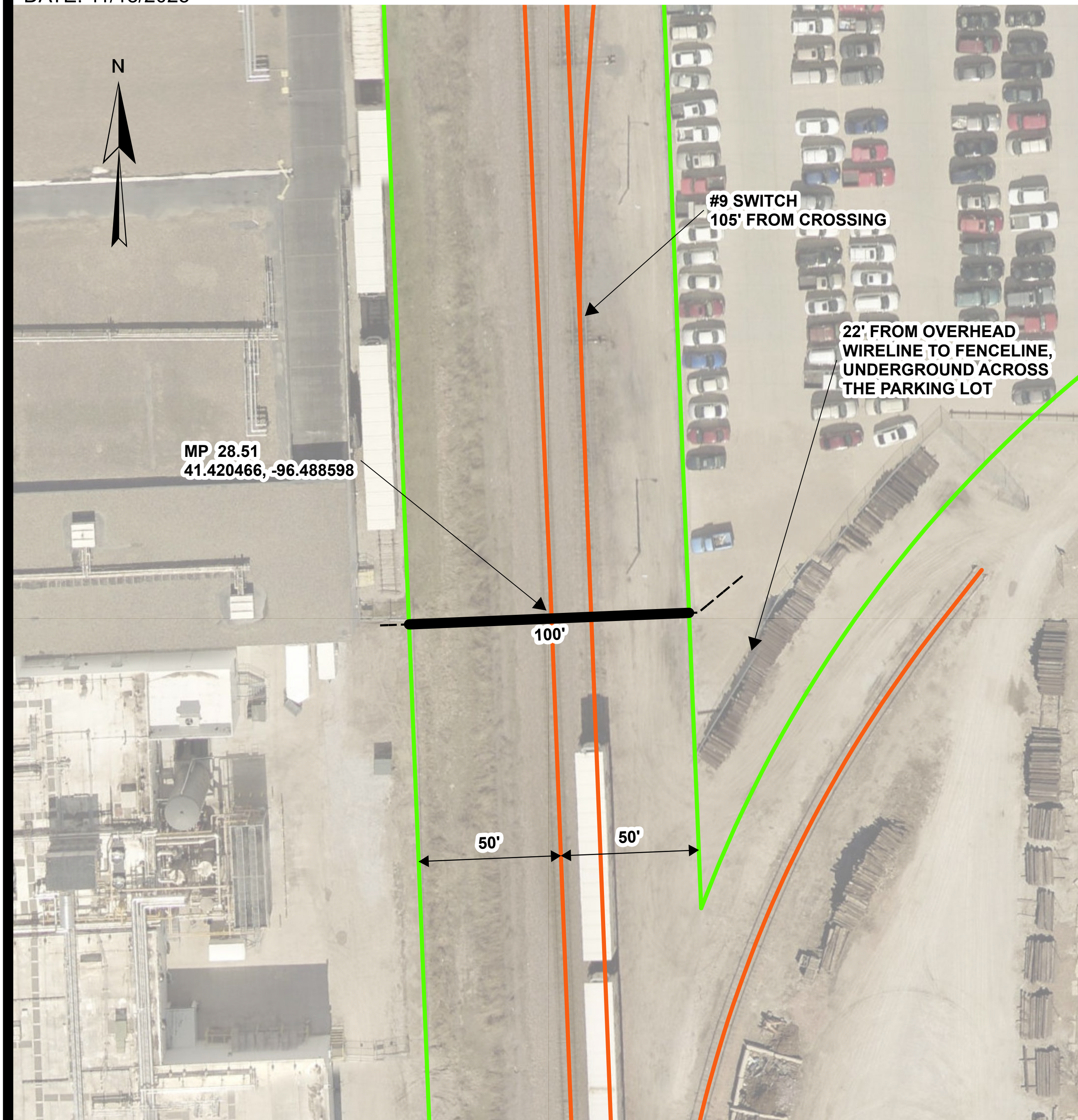
TRACKING NO. 25W-26945

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

REVISION 1

DRAWING NO. 95902

Agenda Item 5

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Scott Seelhoff, Wastewater Superintendent

DATE: January 27, 2026

SUBJECT: Centrifuge Primary Assembly Rebuild

Recommendation: Authorize Staff to issue a purchase order to GEA Mechanical for repair of the WWTP centrifuge primary assembly in the amount of $73,061.51 and forward to City Council

---

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.

STAFF REPORT

TO: Utilities and Infrastructure Board

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: Request Authorization to Enter into a 3-year Technical Support Service Agreement with IDS for LDW Power Plant Control Systems.

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 $100,000.00 per year beginning January 2026.

Year-2026	$100,000.00
Year 2027	$100,000.00
Year 2028	$100,000.00
3 Year Agreement Price	$300,000.00

LDW staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont Mayor to sign an agreement, and Fremont Department of Utilities Staff to issue a purchase order to IDS for $300,000.00 to be paid $100,000.00 for each of the next 3 years of the contract 2026- 2027, 2028 for a total of $300,000.00.

FISCAL IMPACT: Budget expense 2026, 2027, 2028
$100,000.00 annual expense per contract year for a 3-year support agreement for a total of $300,000.00.

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, Assistant Utility General Manager

DATE: January 27, 2026

SUBJECT: Award Land Auction Contract

Recommendation: Award the Land Auction Contract to Farmers National Company for an amount of 5% of the gross sale price and forward to City Council

---

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.

Farmers National Company

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

Sellers Initials: ______

Agenda Item 8

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 then 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

Sellers Initials: ________

Agenda Item 8

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	OWNER SIGNATURE
NAME (PRINTED)	NAME (PRINTED)
ADDRESS	ADDRESS
PHONE NUMBER	PHONE NUMBER
EMAIL	EMAIL

OWNER SIGNATURE

NAME (PRINTED)

ADDRESS

PHONE NUMBER

EMAIL

OWNER SIGNATURE

NAME (PRINTED)

ADDRESS

PHONE NUMBER

EMAIL

FARMERS NATIONAL COMPANY, Broker ____

REV 9/2021

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, City Engineer

DATE: January 27, 2026

SUBJECT: North Downtown Streetscape Agreement

Recommendation: Recommend the Mayor sign the contract with Veenstra & Kimm, Inc. for North Downtown Streetscape Revitalization project in the amount of $400,000 and forward to City Council

---

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.

Fiscal Impact: $400,000 in budgeted funds.

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Cari Hoffart, Street Superintendent

DATE: January 27, 2026

SUBJECT: Recommend City Council to authorize the P4 Private Hangar Lease Transfer to Brett Griess

---

Recommendation: Recommend to Council to approve Resolution 2026- 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 purchasing this private hangar structure.

Staff supports this recommendation to assume the existing lease and transfer to the new owner, Brett Griess.

Fiscal Impact:

Updated Hangar Lease

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 original 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 LANLORD 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 CPR 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

Agenda Item 10

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 ¼ NW ¼) 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 600.0 feet West of the West Line of Airport Road, thence N 00-00-00E' (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.

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 occassional transient aircraft stored in the hangar of friends, colleagues and family visiting. Not for charge, solely as transient hangaring.

STAFF REPORT

TO: Utility and Infrastructure Board

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.

Staff requests that the Utility and Infrastructure Board recommend to the City of Fremont Mayor and Council to approve Resolution 2026-030

Fiscal Impact: None.

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

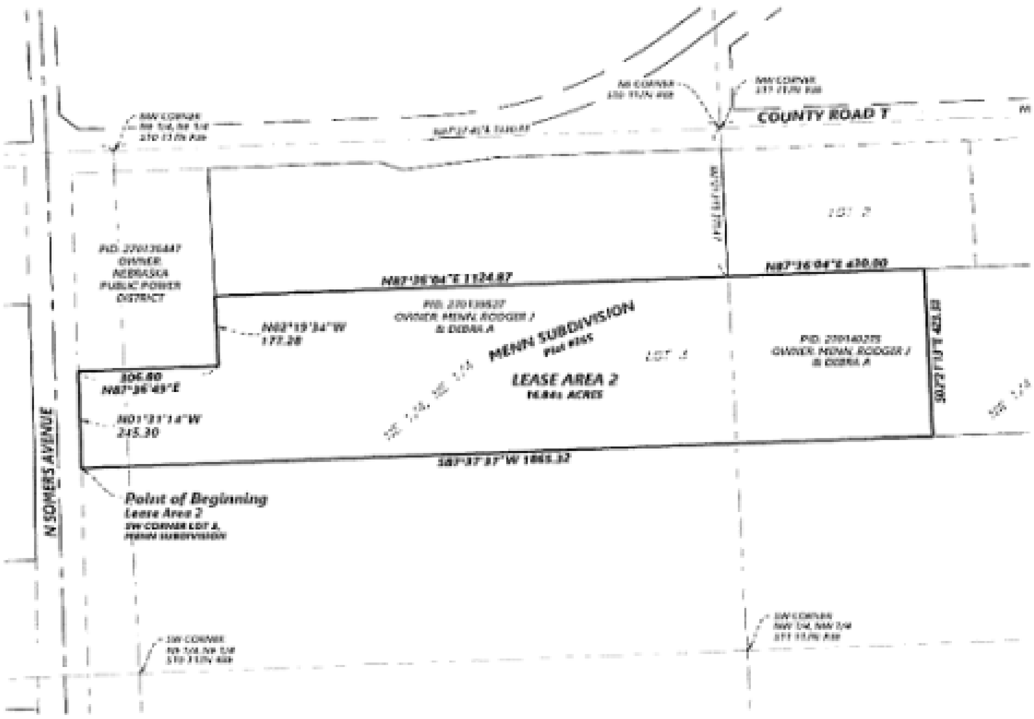
By: ______________________________
Name: Dev Sookram
Title: Mayor

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