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## UTILITY & INFRASTRUCTURE BOARD

March 10, 2026 - 4:00 P.M.

Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room  
400 East Military, Fremont, Nebraska

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### **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 February 24, 2026
4. Consider Accounts Payable through March 10, 2026

### **REGULAR AGENDA:**

5. Consider Authorization for Staff to sign WAPA 12-UGPR-1035 Amendment 1, 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledge Form
6. Consider Purchase Agreement and Closing Documents for the purchase of the parcel currently listed as PID 270139527 from sellers Roger and Debra Menn
7. Consider Receiving the 2025 Collection Activity Report
8. Consider Approval of the Nebraska Low Income Home Energy Assistance Program (LIHEAP) Utility Provider Agreement
9. Consider Purchase of a Sweetwater Line Tamer CT2786C Gas Pipe Trailer from Industrial Sales
10. Consider Contract with Fremont Electric for the Supply and Installation of Two Emergency Backup Generators
11. Consider Affirming the Emergency Declaration for Repairs to Combustion Turbine (50T) and Associated Equipment.
12. Consider Approval of Funds for Lead Line Replacement Project
13. Consider Contract with Schemmer Associates to design the Fremont Municipal Building renovation
14. Adjournment.

The agenda was posted at the Municipal Building on March 6, 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 2<sup>nd</sup> 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**  
**February 24, 2026 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on February 24, 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 February 20, 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 Fryklind, Wilson, Bolton present. Lipsys and Wiese absent. 3 members present. 2 members absent. Others in attendance included Jeff Shanahan, Utility Gen. Mgr.; Troy Schaben, Asst. Utility Gen. Mgr.; Dan Gillis, Dir. of Public Works; Scott Seelhoff, WWTP Supt.; Dan Reznicek, Power Plant Supt.; Ryon Palmer, Fleet Manager; Alan Kaspar, Dir. of Transmission and Distribution; Mark Jensen, UIB Liaison and Patty Hernandez, Grant Asst.

**CONSENT AGENDA**

Moved by Member Bolton and seconded by Member Lipsys to approve items 3 and 4 (Minutes from February 10, 2026 and Approve Accounts Payable through February 24, 2026). Ayes: Bolton, Fryklind, Wilson. Motion carried 3-0. Lipsys and Wiese absent.

**REGULAR AGENDA:**

**Consider Certification of Anna Allen as City of Fremont Street Superintendent beginning March 16, 2026, for the Remainder of the 2026 Calendar Year**

Schaben gave overview. Moved by Member Fryklind and Seconded by Member Wilson to recommend to City Council to approve the appointment of Anna Allen as Fremont Street Superintendent beginning March 16, 2026 for the remainder of the calendar year. Ayes: Wilson, Bolton, Fryklind. Motion Carried 3-0. Lipsys and Wiese absent.

**Consider Purchase of Electric Meters for Advanced Metering Infrastructure (AMI) System**

Kaspar gave overview and answered questions. Moved by Member Wilson and Seconded by Member Fryklind to recommend to City Council to approve resolution authorizing purchase of electric meters for Advanced Metering Infrastructure (AMI) System. Ayes: Fryklind, Wilson, Bolton. Motion carried 3-0. Lipsys and Wiese absent.

**Consider Purchase of a Vermeer LP873SDT HVY Vac Trailer**

Palmer gave overview. Moved by Member Fryklind and Seconded by Member Wilson to recommend to City Council to approve the purchase of a Vermeer LP873SDT HVY Vac Trailer. Ayes: Bolton, Fryklind, Wilson. Motion carried 3-0. Lipsys and Wiese absent.

**ADJOURNMENT**

Moved by Member Wilson and Seconded by Member Fryklind to adjourn the meeting at 4:13pm. Ayes: Wilson, Bolton, Fryklind. Motion carried 3-0. Lipsys and Wiese absent.

## STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)  
**FROM:** Kristin Klingsick, Assistant Director of Finance  
**DATE:** March 10, 2026  
**SUBJECT:** Claims

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**Recommendation:** Move to approve February 25, 2026 through March 10, 2026 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

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**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 March 12 and 26, 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 **\$ 5,092,180.22**

Prepared 2/25/26, 8:21:16  
Pay Date 2/26/26  
Primary FIRST NATIONAL BANK

CITY OF FREMONT  
Direct Deposit Register

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Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 448,553.81 Count 189

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

EAL DESCRIPTION: EAL: 02252026 LIEKHUSK

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 02/26/2026  
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 . . . . . 2026/05  
Payment date . . . . . 02/26/2026

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20260226	00	CEI PR0226	00	02/26/2026	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	151,064.40
						VENDOR TOTAL *	.00	151,064.40
0001964 20260212 20260226	00	IBEW LOCAL UNION 1536 PR0212 PR0226	00	02/26/2026 02/26/2026	051-0000-241.00-00 051-0000-241.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	2,464.89 2,464.89	
						VENDOR TOTAL *	4,929.78	
0004192 20260226	00	PAYROLL EFT DEDUCTIONS PR0226	00	02/26/2026	051-0000-241.00-00	PAYROLL SUMMARY	285,210.63	
						VENDOR TOTAL *	285,210.63	
						EFT/EPAY TOTAL ***		151,064.40
						TOTAL EXPENDITURES ****	290,140.41	151,064.40
					GRAND TOTAL *****			441,204.81

DEPARTMENT OF UTILITIES  
WORLDWIDE EXPRESS/UPS ELECTRONIC WITHDRAWALS

FOR CITY COUNCIL MEETING: 3/10/26

AJ GROUP NO	WWEX INVOICE	INVOICE DATE	ACCOUNT NO	PROJECT NO	DESCRIPTION	AMOUNT	WITHDRAWAL TOTAL	WITHDRAWAL DATE
6016	260222W003271	02/25/26	051-5001-940-6079		2/21/26 Serv Chrg Share	\$ 13.98		
			051-5001-940-6079	Alloc	2/21/26 Serv Chrg Share	\$ 13.97		
			051-5105-502-6079	E 506	PCO	\$ 12.72	\$ 40.67	02/26/26
6097	260301W022628	03/04/26	051-5001-940-6079		2/28/26 Serv Chrg Share	\$ 13.98		
			051-5001-940-6079	Alloc	2/28/26 Serv Chrg Share	\$ 13.97		
			055-7105-502-6079		Automation Direct Online	\$ 9.06	\$ 37.01	03/05/26

**TOTAL EXPENDITURES \$ 77.68**



# Nebraska and Local Sales and Use Tax Return

FORM  
**10**

Tax Cat. <b>1</b>	Nebr. I.D. Number <b>55808</b>	Rpt. Code <b>1</b>	Tax Period <b>2/2026</b>
27753		Due	03/20/2026

Reference	01B009206746
Date Filed:	Tue, Mar 03, 2026 08:40:57 AM
Scheduled Payment	370,806.76
Scheduled Payment	Wed, Mar 11, 2026

**NAME AND LOCATION**

**NAME AND MAILING**

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 680255141

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 680255141

Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska .....	1	10,898,706.73
2	Net Nebraska taxable sales .....	2	5,339,382.00
	If you had transactions in a Good Life District, complete Section C of Schedule I prior Lines 3 and 4.		
3	Nebraska sales tax (line 2 multiplied by .055) .....	3	293,666.01
4	Nebraska use tax .....	4	6,081.06
	Complete Nebraska Schedule I prior to completing lines 5 & 6		
5	Local use tax from Nebraska Schedule I .....	5	1,624.59
6	Local sales tax from Nebraska Schedule I .....	6	69,510.10
7	Total Nebraska and local sales tax (line 3 plus line 6).....	7	363,176.11
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location).....	8	75.00
9	Sales tax due (line 7 minus line 8).....	9	363,101.11
10	Total Nebraska and local use tax (line 4 plus line 5).....	10	7,705.65
11	Total Nebraska and local sales and use tax due (line 9 plus line 10).....	11	370,806.76
12	Previous balance with applicable interest at 8.0% per year and payments received through	12	

**NE Sales & Use Tax for the month of February 2026**

Sales Tax Payable	051-0000-236-0000	\$ 363,176.11
Use Tax	051-0000-236-0100	\$ 6,069.88
	053-0000-236-0100	\$ 238.29
	057-0000-236-0100	\$ 1,397.48
Collection Fee	051-5001-421-0000	\$ 75.00
Cash/Total Due	051-0000-131-0000	\$ 369,170.99
	053-0000-131-0000	\$ 238.29
	057-0000-131-0000	\$ 1,397.48

EAL DESCRIPTION: EAL: 03052026 LIEKHUSK

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 03/11/2026  
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 . . . . . 2026/06  
Payment date . . . . . 03/11/2026

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000957	00	AAA GARAGE DOOR INC						
70050502		PI3011	00	03/11/2026	051-5001-940.60-61	PO NUM 070776	525.50	
						VENDOR TOTAL *	525.50	
0000959	00	ACE HARDWARE						
141104/3		PI3164	00	03/11/2026	055-7105-502.50-35	PO NUM 069306	99.99	
361605/3		PI3009	00	03/11/2026	055-7205-583.50-35	PO NUM 070756	991.00	
						VENDOR TOTAL *	1,090.99	
0004276	00	AIRGAS USA LLC						
5522019191		PI2980	00	03/11/2026	051-5105-502.60-76	PO NUM 063717	EFT:	7.36
5522018961		PI2981	00	03/11/2026	051-5105-502.60-76	PO NUM 067347	EFT:	396.13
5522018961		PI2982	00	03/11/2026	051-5105-502.60-76	PO NUM 067347	EFT:	43.38
9168935688		PI2996	00	03/11/2026	051-5105-502.50-35	PO NUM 070112	EFT:	252.00
9168935688		PI2997	00	03/11/2026	051-5105-502.60-77	PO NUM 070112	EFT:	31.15
9169133787		PI2998	00	03/11/2026	051-5105-502.50-35	PO NUM 070112	EFT:	283.50
9169133787		PI2999	00	03/11/2026	051-5105-502.60-77	PO NUM 070112	EFT:	31.15
9169133807		PI3028	00	03/11/2026	051-5105-502.50-35	PO NUM 070413	EFT:	631.66
9169108498		PI3080	00	03/11/2026	051-5105-502.50-35	PO NUM 070412	EFT:	1,300.81
9169108498		PI3081	00	03/11/2026	051-5105-502.60-79	PO NUM 070412	EFT:	167.36
9169363641		PI3109	00	03/11/2026	051-5105-502.50-35	PO NUM 070112	EFT:	267.75
9169363641		PI3110	00	03/11/2026	051-5105-502.60-77	PO NUM 070112	EFT:	31.15
						VENDOR TOTAL *	.00	3,443.40
0000965	00	ALL SYSTEMS LLC						
15808-2026		PI3010	00	03/11/2026	051-5205-580.60-61	PO NUM 070767	170.00	
						VENDOR TOTAL *	170.00	
0004994	00	ALLIED VALVE INC						
568969		PI3175	00	03/11/2026	051-5105-502.60-59	PO NUM 070669	8,355.94	
						VENDOR TOTAL *	8,355.94	
0005409	00	ALLO COMMUNICATIONS LLC						
1851469 0226		PI3169	00	03/11/2026	051-5001-922.50-53	PO NUM 069456	3,908.18	
						VENDOR TOTAL *	3,908.18	
0005327	00	ALS GROUP USA CORP						
36-54-707616-0		PI2992	00	03/11/2026	055-7105-502.60-54	PO NUM 069457	EFT:	920.00
						VENDOR TOTAL *	.00	920.00
0002612	00	ALTEC INDUSTRIES INC						
13462415		PI3115	00	03/11/2026	051-5205-580.50-35	PO NUM 070768	EFT:	705.19
						VENDOR TOTAL *	.00	705.19
0005199	00	APX INC						
26517		PI3192	00	03/11/2026	051-5105-502.60-77	PO NUM 070338	EFT:	160.28
						VENDOR TOTAL *	.00	160.28
0002869	00	AQUA-CHEM INC						
00210639		PI3263	00	03/11/2026	053-6105-502.50-52	PO NUM 069518	EFT:	4,894.50

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002869	00	AQUA-CHEM INC						
						VENDOR TOTAL *	.00	4,894.50
0000983 451454	00	ARPS PI3013	00	03/11/2026	051-5205-580.50-35	PO NUM 070792	715.02	
						VENDOR TOTAL *	715.02	
0004025 105226 105350	00	ASSOCIATED FIRE PROTECTION PI3000 PI3177	00	03/11/2026 03/11/2026	051-5105-502.60-59 051-5105-502.60-59	PO NUM 070113 PO NUM 070862	EFT: EFT:	4,733.04 1,970.00
						VENDOR TOTAL *	.00	6,703.04
0004904 1126020496 1126020496	00	ATLAS COPCO COMPRESSORS LLC PI3243 PI3244	00	03/11/2026 03/11/2026	051-5105-502.50-35 051-5105-502.60-79	PO NUM 070823 PO NUM 070823	EFT: EFT:	2,618.59 241.63
						VENDOR TOTAL *	.00	2,860.22
0003864 18952690	00	AUTOMATIONDIRECT.COM INC PI3106	00	03/11/2026	055-7105-502.50-35	PO NUM 069936	EFT:	36.00
						VENDOR TOTAL *	.00	36.00
0002531 BA60439515	00	BABCOCK & WILCOX COMPANY PI3152	00	03/11/2026	051-0000-153.00-00	PO NUM 070118	EFT:	4,084.08
						VENDOR TOTAL *	.00	4,084.08
0001451 F8010-00575	00	BAIRD HOLM LLP PI3268	00	03/11/2026	053-6001-928.03-00	PO NUM 070924	EFT:	10,000.00
						VENDOR TOTAL *	.00	10,000.00
9999999 000090937	00	BAXLEY, ROBERT C UT	00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	89.62	
						VENDOR TOTAL *	89.62	
0002768 6122464	00	BEARING HEADQUARTERS CO PI3160	00	03/11/2026	051-0000-153.00-00	PO NUM 070711	EFT:	1,631.96
						VENDOR TOTAL *	.00	1,631.96
0003545 16150108 16147138 16148806 16151189 16154889 16147135	00	BOMGAARS SUPPLY INC PI2970 PI2971 PI2972 PI2983 PI3165 PI3002	00	03/11/2026 03/11/2026 03/11/2026 03/11/2026 03/11/2026 03/11/2026	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 053-6205-583.50-35 055-7105-502.50-35 057-8205-870.50-35	PO NUM 070131 PO NUM 070502 PO NUM 070502 PO NUM 069309 PO NUM 069309 PO NUM 070501	EFT: EFT: EFT: EFT: EFT: EFT:	8.98 112.95 56.47 16.04 29.99 342.39
						VENDOR TOTAL *	.00	566.82
0002902 931960522 931960534 932021465	00	BORDER STATES PI2974 PI2976 PI3150	00	03/11/2026 03/11/2026 03/11/2026	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00	PO NUM 070562 PO NUM 070590 PO NUM 070029	EFT: EFT: EFT:	96.78 124.97 697.10

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	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									
932021470		PI3151				00	03/11/2026	051-0000-154.00-00	PO NUM 070047	EFT:	888.10
932006585		PI3154				00	03/11/2026	051-0000-154.00-00	PO NUM 070203	EFT:	5,191.16
932021388		PI3155				00	03/11/2026	051-0000-154.00-00	PO NUM 070293	EFT:	12.84
932021401		PI3157				00	03/11/2026	051-0000-154.00-00	PO NUM 070637	EFT:	19.45
932021452		PI3158				00	03/11/2026	051-0000-154.00-00	PO NUM 070660	EFT:	378.78
932021438		PI3159				00	03/11/2026	051-0000-154.00-00	PO NUM 070698	EFT:	191.98
932021419		PI3161				00	03/11/2026	051-0000-154.00-00	PO NUM 070780	EFT:	225.01
932006612		PI3162				00	03/11/2026	051-0000-154.00-00	PO NUM 070798	EFT:	149.63
932021494		PI3163				00	03/11/2026	051-0000-154.00-00	PO NUM 070854	EFT:	310.34
932021485		PI3176				00	03/11/2026	053-6205-583.50-35	PO NUM 070716	EFT:	186.99
931960517		PI3034				00	03/11/2026	055-7105-502.50-35	PO NUM 070751	EFT:	264.65
									VENDOR TOTAL *	.00	8,737.78
9999999	00	BROADSTONE, DOLORES									
000012649		UT				00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	20.98	
									VENDOR TOTAL *	20.98	
0005519	00	BROOKS BROTHERS TRAILERS									
56857		PI3171				00	03/11/2026	051-5205-580.50-48	PO NUM 070175	59.74	
									VENDOR TOTAL *	59.74	
0004518	00	CAPPEL AUTO SUPPLY INC									
176838		PI2984				00	03/11/2026	051-5001-939.50-35	PO NUM 069311	35.31	
176860		PI2986				00	03/11/2026	051-5001-940.50-35	PO NUM 069311	28.88	
176946		PI2988				00	03/11/2026	051-5105-502.50-35	PO NUM 069311	216.63	
176948		PI2989				00	03/11/2026	051-5105-502.50-35	PO NUM 069311	216.63	
176378		PI3232				00	03/11/2026	051-5105-502.50-35	PO NUM 070631	278.77	
176839		PI2985				00	03/11/2026	051-5205-580.50-48	PO NUM 069311	42.71	
176861		PI2987				00	03/11/2026	051-5205-580.50-48	PO NUM 069311	42.71	
177126		PI3166				00	03/11/2026	053-6205-583.50-48	PO NUM 069311	253.12	
177127		PI3167				00	03/11/2026	053-6205-583.50-48	PO NUM 069311	19.26	
176991		PI2990				00	03/11/2026	055-7105-502.50-35	PO NUM 069311	135.00	
									VENDOR TOTAL *	1,230.50	
0004144	00	CARPENTER PAPER COMPANY									
419793		PI2978				00	03/11/2026	051-0000-154.00-00	PO NUM 070739	677.95	
									VENDOR TOTAL *	677.95	
0000584	00	CEI									
MAR 26 WC						00	03/11/2026	051-5001-919.20-29	MAR 2026 WORKERS COMP	EFT:	36,883.33
									VENDOR TOTAL *	.00	36,883.33
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*									
022612A197						00	03/11/2026	057-8205-807.50-02	FEB '26 NATURAL GAS PURCHASE	1,053,920.00	
022618A885						00	03/11/2026	057-8205-807.50-02	FEB '26	404,040.00	
									VENDOR TOTAL *	1,457,960.00	
0002951	00	CENTRAL STATES GROUP									
1523557-00		PI3156				00	03/11/2026	051-0000-153.00-00	PO NUM 070612	EFT:	243.66

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0002951	00	CENTRAL STATES GROUP						
1519952-00/CM	PI3170		00	03/11/2026	051-5105-502.60-79	PO NUM 069965	EFT:	25.71
						VENDOR TOTAL *	.00	269.37
0005183	00	CENTRALSQUARE TECHNOLOGIES LLC						
458210	PI3172		00	03/11/2026	051-5001-920.60-61	PO NUM 070340	EFT:	81.90
458230	PI3173		00	03/11/2026	051-5001-920.60-61	PO NUM 070354	EFT:	162.00
						VENDOR TOTAL *	.00	243.90
0002675	00	CENTURYLINK						
333697582	0226	PI3178	00	03/11/2026	051-5001-922.50-53	PO NUM 070877		129.46
						VENDOR TOTAL *	129.46	
0005381	00	CHEMTRON SUPPLY CORPORATION						
139950	PI3006		00	03/11/2026	055-7105-502.50-35	PO NUM 070690	EFT:	317.06
139950	PI3007		00	03/11/2026	055-7105-502.50-52	PO NUM 070690	EFT:	856.35
						VENDOR TOTAL *	.00	1,173.41
0005036	00	CLARK-RELIANCE CORP / ICON MGMT SYS						
19129	PI3153		00	03/11/2026	051-0000-153.00-00	PO NUM 070172		2,177.82
						VENDOR TOTAL *	2,177.82	
0005537	00	CLASSIC INDUSTRIAL SERVICES INC						
2602-2877	PI3076		00	03/11/2026	051-5105-502.60-59	PO NUM 069251	EFT:	9,710.00
2602-2878	PI3079		00	03/11/2026	051-5105-502.60-59	PO NUM 070392	EFT:	1,875.00
2602-2879	PI3086		00	03/11/2026	051-5105-502.60-59	PO NUM 070518	EFT:	7,276.00
						VENDOR TOTAL *	.00	18,861.00
0003615	00	COLE PAPERS INC						
10684663	PI3075		00	03/11/2026	051-0000-154.00-00	PO NUM 070740	EFT:	2,038.99
						VENDOR TOTAL *	.00	2,038.99
0005538	00	COLUMN SOFTWARE PBC						
1F3E91FA-0447	PI3168		00	03/11/2026	051-5105-502.60-78	PO NUM 069313		188.92
1F3E91FA-0445	PI3102		00	03/11/2026	051-5205-580.60-61	PO NUM 069313		171.90
						VENDOR TOTAL *	360.82	
0005193	00	CONVERGINT TECHNOLOGIES LLC						
IN00448351	PI3257		00	03/11/2026	051-5001-932.60-61	PO NUM 070887	EFT:	633.42
						VENDOR TOTAL *	.00	633.42
0005176	00	COPERION PROCESS SOLUTIONS LLC						
1160603537	PI3073		00	03/11/2026	051-0000-153.00-00	PO NUM 070406	EFT:	6,773.10
1160603625	PI3174		00	03/11/2026	051-5105-502.60-79	PO NUM 070406	EFT:	323.46
						VENDOR TOTAL *	.00	7,096.56
0002915	00	CREDIT BUREAU SERVICES INC						
18434 F4135			00	03/11/2026	051-0000-144.00-00	JAN 2026		156.88
						VENDOR TOTAL *	156.88	
0005399	00	CROWNE PLAZA KEARNEY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005399	00	CROWNE PLAZA KEARNEY						
126433/PARDE	PI3001		00	03/11/2026	053-6205-583.60-62	PO NUM 070431	359.52	
						VENDOR TOTAL *	359.52	
0001643	00	CULLIGAN OF OMAHA						
1191172	PI2993		00	03/11/2026	055-7105-502.50-95	PO NUM 069464	72.50	
						VENDOR TOTAL *	72.50	
0005649	00	DMC POWER INC						
301719 RI	PI2994		00	03/11/2026	051-5205-580.50-35	PO NUM 069666	886.37	
						VENDOR TOTAL *	886.37	
0003091	00	DUTTON-LAINSON CO						
925536-1	PI2979		00	03/11/2026	051-0000-154.00-00	PO NUM 070778	EFT:	272.86
S45332-1/CM8979	PI3231		00	03/11/2026	051-5001-940.60-79	PO NUM 070061	EFT:	45.75
						VENDOR TOTAL *	.00	318.61
0000387	00	DWYER INSTRUMENTS INC						
90162886	PI3193		00	03/11/2026	051-5105-502.60-61	PO NUM 070578	508.89	
						VENDOR TOTAL *	508.89	
0004605	00	DXP ENTERPRISES INC						
55639357	PI2969		00	03/11/2026	051-0000-154.00-00	PO NUM 069026	EFT:	44.20
55651149	PI2973		00	03/11/2026	051-0000-154.00-00	PO NUM 070509	EFT:	346.68
55651146	PI2977		00	03/11/2026	051-0000-154.00-00	PO NUM 070638	EFT:	123.32
55670148	PI3091		00	03/11/2026	051-0000-154.00-00	PO NUM 070300	EFT:	180.84
55670083	PI3101		00	03/11/2026	051-0000-154.00-00	PO NUM 070804	EFT:	269.40
						VENDOR TOTAL *	.00	964.44
0003087	00	EAKES OFFICE SOLUTIONS						
9291099-0	PI3182		00	03/11/2026	051-0000-154.00-00	PO NUM 070779	EFT:	290.29
9293859-0	PI3183		00	03/11/2026	051-0000-154.00-00	PO NUM 070824	EFT:	580.48
						VENDOR TOTAL *	.00	870.77
0004551	00	ELEMETAL FABRICATION & MACHINE						
209740	PI3012		00	03/11/2026	051-5205-580.50-35	PO NUM 070782	EFT:	993.82
						VENDOR TOTAL *	.00	993.82
0005017	00	EMBROIDERY CONNECTION						
61476	PI3096		00	03/11/2026	051-0000-154.00-00	PO NUM 070626	253.59	
						VENDOR TOTAL *	253.59	
0004618	00	EMERSON LLLP						
31131184	PI3078		00	03/11/2026	051-5105-502.50-35	PO NUM 070255	7,712.09	
						VENDOR TOTAL *	7,712.09	
0004896	00	ENVIRONMENTAL CONCERNS INC						
3321	PI3179		00	03/11/2026	051-0000-153.00-00	PO NUM 070548	982.60	
						VENDOR TOTAL *	982.60	
0004426	00	FAIRBANKS SCALES INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004426	00	FAIRBANKS SCALES INC						
1757927		PI3008	00	03/11/2026	051-5105-502.60-59	PO NUM 070752	1,102.10	
1759602		PI3195	00	03/11/2026	051-5105-502.50-35	PO NUM 070717	3,392.42	
						VENDOR TOTAL *	4,494.52	
0002050	00	FASTENAL CO						
NEFRE209019		PI3215	00	03/11/2026	051-5105-502.50-35	PO NUM 069317	EFT:	9.22
						VENDOR TOTAL *	.00	9.22
0004585	00	FASTWYRE BROADBAND						
1819321		PI3190	00	03/11/2026	051-5001-922.50-53	PO NUM 069359	504.83	
						VENDOR TOTAL *	504.83	
0001729	00	FCX PERFORMANCE INC						
5536001		PI2975	00	03/11/2026	051-0000-153.00-00	PO NUM 070581	EFT:	464.19
5536168		PI3074	00	03/11/2026	051-0000-153.00-00	PO NUM 070661	EFT:	1,370.48
						VENDOR TOTAL *	.00	1,834.67
0002862	00	FERGUSON ENTERPRISES LLC						
2426449		PI3181	00	03/11/2026	051-0000-153.00-00	PO NUM 070758	663.46	
						VENDOR TOTAL *	663.46	
0005008	00	FORVIS MAZARS LLP						
2803063		PI2995	00	03/11/2026	051-5001-920.60-56	PO NUM 069712 CCR 2025-043 FINANCIAL AUDIT	EFT:	62,000.00
2803063		PI3003	00	03/11/2026	051-5001-920.60-56	PO NUM 070522	EFT:	2,760.00
						VENDOR TOTAL *	.00	64,760.00
0004833	00	FREMONT AREA UNITED WAY						
FEB26 CARESHARE			00	03/11/2026	055-0000-242.02-00	FEB 2026 CARE SHARE	EFT:	235.61
						VENDOR TOTAL *	.00	235.61
0001132	00	FREMONT WINNELSON CO						
430482 01		PI3004	00	03/11/2026	051-5001-939.50-35	PO NUM 070632	361.83	
431199 01		PI3103	00	03/11/2026	053-6105-502.50-35	PO NUM 069319	43.34	
430482 01		PI3005	00	03/11/2026	057-8205-870.50-35	PO NUM 070632	490.92	
						VENDOR TOTAL *	896.09	
9999999	00	FUHLRODT, STAR						
000090929		UT	00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	77.30	
						VENDOR TOTAL *	77.30	
0001137	00	GENE STEFFY AUTO GROUP						
5101982		PI2991	00	03/11/2026	055-7105-502.50-48	PO NUM 069320	60.30	
						VENDOR TOTAL *	60.30	
0002886	00	GREATER FREMONT DEVELOPMENT COUNCIL						
6585		PI3200	00	03/11/2026	051-5001-919.60-69	PO NUM 070849	EFT:	40.00
						VENDOR TOTAL *	.00	40.00
0003155	00	HACH COMPANY						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003155 14884740	00	HACH COMPANY PI3145	00	03/11/2026	051-5105-502.50-52	PO NUM 070783	EFT:	703.66
						VENDOR TOTAL *	.00	703.66
0005324 FI6031	00	HANSEN TIRE & TRUCK REPAIR LLC PI3196	00	03/11/2026	051-5205-580.50-35	PO NUM 070793	EFT:	264.62
						VENDOR TOTAL *	.00	264.62
0005546 45605 45606 45607 45608 45603 45604	00	HAYES POWER SERVICES PI3082	00	03/11/2026	051-5105-502.60-59	PO NUM 070492	EFT:	5,425.50
						PO NUM 070492	EFT:	420.00
						PO NUM 070492	EFT:	16,276.50
						PO NUM 070492	EFT:	1,260.00
						PO NUM 070551	EFT:	10,973.12
						PO NUM 070551	EFT:	740.00
						VENDOR TOTAL *	.00	35,095.12
0001686 00211212	00	HOSE AND HANDLING INC PI3251	00	03/11/2026	051-5105-502.50-35	PO NUM 070860	368.00	
						VENDOR TOTAL *	368.00	
0001868 361992 361992	00	HOTSY EQUIPMENT CO PI3226	00	03/11/2026	051-5001-940.50-35	PO NUM 069339	EFT:	360.84
						PO NUM 069339	EFT:	36.00
						VENDOR TOTAL *	.00	396.84
0004062 504	00	HOUSTON & ASSOCIATES LLC PI3025	00	03/11/2026	057-8205-870.60-61	PO NUM 069361	EFT:	5,000.00
						VENDOR TOTAL *	.00	5,000.00
0003878 827068 827068	00	HUPP ELECTRIC MOTORS INC PI3234	00	03/11/2026	051-5105-502.50-35	PO NUM 070678	EFT:	7,175.27
						PO NUM 070678	EFT:	151.99
						VENDOR TOTAL *	.00	7,327.26
0002965 93922 94347 94347	00	HUTCHESON ENGINEERING PRODUCTS INC PI3191	00	03/11/2026	051-5105-502.50-35	PO NUM 070326	EFT:	4,831.25
						PO NUM 070691	EFT:	2,067.00
						PO NUM 070691	EFT:	40.00
						VENDOR TOTAL *	.00	6,938.25
0005302 1101362302 1101362650	00	INSIGHT PUBLIC SECTOR INC PI3089	00	03/11/2026	051-5001-950.80-50	PO NUM 070719 CCR 2026-031 COMPUTER	EFT:	64,158.15
						PO NUM 070719 LIFECYCLES	EFT:	18,858.95
						VENDOR TOTAL *	.00	83,017.10
0004066 111-0307609-01	00	INTERSTATE INDUSTRIAL INSTR INC PI3201	00	03/11/2026	051-5105-502.50-35	PO NUM 070864	361.66	
						VENDOR TOTAL *	361.66	
0003074	00	JACKSON SERVICES INC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003074	00	JACKSON SERVICES INC									
1110 - 022826						00	03/11/2026	051-5001-940.50-46	FEB MATS/MOPS/TOWELS	EFT:	603.40
1110 - 022826						00	03/11/2026	051-5001-932.50-46	FEB MATS/MOPS/TOWELS	EFT:	430.86
1110 - 022826						00	03/11/2026	051-5105-502.50-46	FEB MATS/MOPS/TOWELS	EFT:	970.81
1110 - 022826						00	03/11/2026	051-5205-580.50-46	FEB MATS/MOPS	EFT:	121.48
1110 - 022826						00	03/11/2026	055-7105-502.50-46	FEB MATS/MOPS	EFT:	350.38
									VENDOR TOTAL *	.00	2,476.93
0004550	00	JOHNSON'S CYCLE AND AUTO LLC									
140892		PI3197				00	03/11/2026	055-7105-502.50-35	PO NUM 070795	283.92	
									VENDOR TOTAL *	283.92	
0005635	00	JPW TECHNOLOGIES									
103904A		PI3038				00	03/11/2026	057-0000-154.00-00	PO NUM 070435	EFT:	29,676.56
									VENDOR TOTAL *	.00	29,676.56
0002052	00	MATHESON TRI-GAS INC									
0032831477		PI3029				00	03/11/2026	051-5001-939.50-35	PO NUM 070455	EFT:	3,037.57
0032831478		PI3030				00	03/11/2026	051-5001-939.50-35	PO NUM 070455	EFT:	584.38
0032866798		PI3185				00	03/11/2026	051-5001-940.60-76	PO NUM 069323	EFT:	148.60
0032831631		PI3016				00	03/11/2026	051-5105-502.50-35	PO NUM 069323	EFT:	174.09
0032837294		PI3017				00	03/11/2026	051-5105-502.50-35	PO NUM 069323	EFT:	688.61
0032866705		PI3077				00	03/11/2026	051-5105-502.60-76	PO NUM 069323	EFT:	390.08
0032866798		PI3186				00	03/11/2026	051-5205-580.60-76	PO NUM 069323	EFT:	251.21
0032866798		PI3187				00	03/11/2026	057-8205-870.60-76	PO NUM 069323	EFT:	83.59
									VENDOR TOTAL *	.00	5,358.13
0000667	00	MCMMASTER-CARR SUPPLY CO									
60362508		PI3097				00	03/11/2026	051-0000-153.00-00	PO NUM 070634	220.97	
60064460		PI3035				00	03/11/2026	051-5105-502.50-35	PO NUM 070771	481.23	
59977433		PI3111				00	03/11/2026	051-5105-502.50-35	PO NUM 070761	21.65	
59977433		PI3112				00	03/11/2026	051-5105-502.50-35	PO NUM 070761	214.00	
59977433		PI3113				00	03/11/2026	051-5105-502.50-35	PO NUM 070761	70.86	
59977433		PI3114				00	03/11/2026	051-5105-502.60-79	PO NUM 070761	90.90	
60377632		PI3120				00	03/11/2026	051-5105-502.50-35	PO NUM 070827	441.86	
60377632		PI3121				00	03/11/2026	051-5105-502.60-79	PO NUM 070827	91.71	
60467040		PI3247				00	03/11/2026	051-5105-502.50-35	PO NUM 070841	385.47	
60467040		PI3248				00	03/11/2026	051-5105-502.60-79	PO NUM 070841	209.70	
60503833		PI3198				00	03/11/2026	055-7105-502.50-35	PO NUM 070840	951.72	
									VENDOR TOTAL *	3,180.07	
0001229	00	MENARDS - FREMONT									
09971		PI3015				00	03/11/2026	051-0000-154.00-00	PO NUM 070644	19.13	
10321		PI3021				00	03/11/2026	051-5001-932.50-35	PO NUM 069325	85.59	
10555		PI3188				00	03/11/2026	051-5001-940.50-35	PO NUM 069325	165.85	
09056		PI3018				00	03/11/2026	051-5105-502.50-35	PO NUM 069325	54.02	
10031		PI3019				00	03/11/2026	051-5105-502.50-35	PO NUM 069325	35.43	
10381		PI3022				00	03/11/2026	051-5105-502.50-35	PO NUM 069325	233.22	
10429		PI3024				00	03/11/2026	051-5105-502.50-35	PO NUM 069325	93.07	
10747		PI3189				00	03/11/2026	051-5105-502.50-35	PO NUM 069325	85.54	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001229	00	MENARDS - FREMONT						
10208		PI3020	00	03/11/2026	053-6105-502.50-35	PO NUM 069325	60.43	
10806		PI3261	00	03/11/2026	053-6105-502.50-35	PO NUM 069325	20.31	
10419		PI3023	00	03/11/2026	055-7105-502.50-35	PO NUM 069325	77.94	
10612		PI3104	00	03/11/2026	055-7105-502.50-35	PO NUM 069325	126.05	
						VENDOR TOTAL *	1,056.58	
0002960	00	MIDLAND SCIENTIFIC INC						
7082401		PI3026	00	03/11/2026	051-5105-502.50-35	PO NUM 070177	EFT:	904.21
7085614		PI3027	00	03/11/2026	051-5105-502.50-35	PO NUM 070177	EFT:	271.75
						VENDOR TOTAL *	.00	1,175.96
0005458	00	MIDWEST SCREENING LLC						
1131		PI3032	00	03/11/2026	051-5001-926.60-53	PO NUM 070733	285.00	
						VENDOR TOTAL *	285.00	
0001486	00	MOTION INDUSTRIES INC						
NE01-00769053		PI3092	00	03/11/2026	051-0000-153.00-00	PO NUM 070615	104.41	
NE01-00768792		PI3107	00	03/11/2026	051-5105-502.50-35	PO NUM 069971	1,176.61	
NE01-00768792		PI3108	00	03/11/2026	051-5105-502.60-79	PO NUM 069971	283.55	
NE01-00768761		PI3033	00	03/11/2026	055-7105-502.50-35	PO NUM 070749	188.01	
						VENDOR TOTAL *	1,752.58	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC						
98116410		PI3014	00	03/11/2026	051-0000-154.00-00	PO NUM 070616	EFT:	88.40
76869276		PI3093	00	03/11/2026	051-0000-154.00-00	PO NUM 070621	EFT:	264.99
93383920		PI3094	00	03/11/2026	051-0000-154.00-00	PO NUM 070621	EFT:	529.97
99055150		PI3095	00	03/11/2026	051-0000-154.00-00	PO NUM 070621	EFT:	264.99
99010840		PI3099	00	03/11/2026	051-0000-154.00-00	PO NUM 070796	EFT:	695.80
99010870		PI3100	00	03/11/2026	051-0000-154.00-00	PO NUM 070796	EFT:	25.51
21616991		PI3184	00	03/11/2026	051-0000-154.00-00	PO NUM 070851	EFT:	527.88
21108671		PI3245	00	03/11/2026	051-5001-940.50-35	PO NUM 070828	EFT:	200.89
22244541		PI3246	00	03/11/2026	051-5001-940.50-35	PO NUM 070828	EFT:	101.86
97472940		PI3031	00	03/11/2026	055-7205-583.50-52	PO NUM 070685	EFT:	684.60
						VENDOR TOTAL *	.00	2,854.91
0003057	08	NEBR DEPT OF WATER ENERGY & ENVIRON						
030226/ NICK D		PI3199	00	03/11/2026	055-7105-502.60-62	PO NUM 070842	150.00	
						VENDOR TOTAL *	150.00	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL						
600352		PI3262	00	03/11/2026	053-6105-502.60-54	PO NUM 069363	EFT:	600.00
						VENDOR TOTAL *	.00	600.00
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP						
000067061		UT	00	03/11/2026	051-0000-143.00-00	ENERGY ASSISTANCE REFUND	148.43	
000078959		UT	00	03/11/2026	051-0000-143.00-00	ENERGY ASSISTANCE REFUND	220.00	
000084391		UT	00	03/11/2026	051-0000-143.00-00	ENERGY ASSISTANCE REFUND	365.00	
000084597		UT	00	03/11/2026	051-0000-143.00-00	ENERGY ASSISTANCE REFUND	95.25	
						VENDOR TOTAL *	828.68	
0001473	00	NEBRASKA MACHINERY COMPANY						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001473	00	NEBRASKA MACHINERY COMPANY									
CUI1582645				PI3049		00	03/11/2026	051-0000-153.00-00	PO NUM 070786	EFT:	786.55
CUI1581269				PI3069		00	03/11/2026	051-5205-580.50-48	PO NUM 070745	EFT:	194.23
									VENDOR TOTAL *	.00	980.78
0004151	00	NORTH AMERICAN ELECTRIC RELIABILITY									
10001703				PI3052		00	03/11/2026	051-5105-502.60-61	PO NUM 068993	EFT:	9,529.81
									VENDOR TOTAL *	.00	9,529.81
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*									
1008 FEB 2026						00	03/11/2026	057-8205-807.50-02	NATURAL GAS PURCHASE	896,840.84	
									VENDOR TOTAL *	896,840.84	
0005550	00	NORTHWEST LINEMAN COLLEGE									
CIGT-030560C				PI3118		00	03/11/2026	051-5205-580.60-62	PO NUM 070815	EFT:	789.00
									VENDOR TOTAL *	.00	789.00
0005298	00	NOVASPECT INC									
CD10019568				PI3037		00	03/11/2026	051-0000-153.00-00	PO NUM 070212	EFT:	18,732.96
CD10019780				PI3039		00	03/11/2026	051-0000-153.00-00	PO NUM 070651	EFT:	103.00
CD10020561				PI3202		00	03/11/2026	051-0000-153.00-00	PO NUM 070126	EFT:	3,841.67
CD10020959				PI3203		00	03/11/2026	051-0000-153.00-00	PO NUM 070181	EFT:	2,677.85
CD10020150				PI3204		00	03/11/2026	051-0000-153.00-00	PO NUM 070651	EFT:	2,400.15
CD10020067				PI3116		00	03/11/2026	051-5105-502.50-35	PO NUM 070787	EFT:	175.93
CD10020067				PI3117		00	03/11/2026	051-5105-502.60-79	PO NUM 070787	EFT:	50.20
									VENDOR TOTAL *	.00	27,981.76
0001020	00	O'REILLY AUTOMOTIVE INC									
0397-440349				PI3217		00	03/11/2026	051-5001-939.50-35	PO NUM 069328	EFT:	26.74
0397-441833				PI3224		00	03/11/2026	051-5105-502.50-35	PO NUM 069328	EFT:	17.27
0397-441961				PI3225		00	03/11/2026	051-5105-502.50-35	PO NUM 069328	EFT:	11.76
0397-441161				PI3218		00	03/11/2026	053-6205-583.50-48	PO NUM 069328	EFT:	15.61
0397-441595				PI3221		00	03/11/2026	053-6205-583.50-48	PO NUM 069328	EFT:	56.07
0397-441820				PI3223		00	03/11/2026	055-7105-502.50-35	PO NUM 069328	EFT:	80.17
0397-440221				PI3216		00	03/11/2026	057-8205-870.50-48	PO NUM 069328	EFT:	30.27
0397-441546				PI3219		00	03/11/2026	057-8205-870.50-35	PO NUM 069328	EFT:	18.18
0397-441563				PI3220		00	03/11/2026	057-8205-870.50-35	PO NUM 069328	EFT:	7.21
0397-441604				PI3222		00	03/11/2026	057-8205-870.50-35	PO NUM 069328	EFT:	18.18
									VENDOR TOTAL *	.00	281.46
0005052	00	OLD DOMINION FREIGHT LINE INC									
27518807055				PI3119		00	03/11/2026	051-5105-502.60-79	PO NUM 070817	393.36	
27518807063				PI3242		00	03/11/2026	051-5105-502.60-79	PO NUM 070816	801.28	
									VENDOR TOTAL *	1,194.64	
0001475	00	OMAHA COMPOUND COMPANY									
242012				PI3044		00	03/11/2026	051-0000-154.00-00	PO NUM 070687	510.93	
242012A				PI3098		00	03/11/2026	051-0000-154.00-00	PO NUM 070687	210.45	
									VENDOR TOTAL *	721.38	
0002946	00	OMAHA PUBLIC POWER DISTRICT									

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002946	00	OMAHA PUBLIC POWER DISTRICT						
0128000051	0326	PI3105	00	03/11/2026	057-8205-870.60-61	PO NUM 069364		EFT: 239.51
						VENDOR TOTAL *	.00	239.51
0004671	00	ONE CALL CONCEPTS INC						
6020155		PI3228	00	03/11/2026	051-5001-904.60-61	PO NUM 069365		EFT: 202.76
						VENDOR TOTAL *	.00	202.76
0004730	00	OPEN ACCESS TECHNOLOGY INTL INC						
0218613-IN		PI3210	00	03/11/2026	051-5001-903.60-65	PO NUM 068061		EFT: 200.00
0218613-IN		PI3211	00	03/11/2026	051-5205-580.60-65	PO NUM 068061		EFT: 1,546.98
0218613-IN		PI3212	00	03/11/2026	053-6205-583.60-65	PO NUM 068061		EFT: 1,447.01
0218613-IN		PI3213	00	03/11/2026	057-8205-870.60-65	PO NUM 068061		EFT: 1,447.01
						VENDOR TOTAL *	.00	4,641.00
0001268	00	P & H ELECTRIC INC						
131011		PI3258	00	03/11/2026	053-6205-583.60-59	PO NUM 070892	107.00	
130984		PI3055	00	03/11/2026	055-7105-502.50-35	PO NUM 069329	14.00	
						VENDOR TOTAL *	121.00	
9999999	00	PARKHILL, GARRETT LEE						
000092949		UT	00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	100.39	
						VENDOR TOTAL *	100.39	
0005368	00	PAYMENTUS CORPORATION						
INV-15-174997		PI3058	00	03/11/2026	051-5001-903.60-77	PO NUM 069644	22,594.82	
INV-15-174998		PI3059	00	03/11/2026	051-5001-903.60-77	PO NUM 069645	1,982.75	
INV-15-174998		PI3060	00	03/11/2026	051-5001-903.60-77	PO NUM 069645	673.04	
						VENDOR TOTAL *	25,250.61	
0004567	00	PCO DIVISION II INC						
63323		PI3236	00	03/11/2026	051-5105-502.60-59	PO NUM 070705	1,114.65	
						VENDOR TOTAL *	1,114.65	
9999999	00	PEREZ DE LEON, YULEIMI						
000093197		UT	00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	108.31	
						VENDOR TOTAL *	108.31	
0003827	00	PEST PRO'S INC						
MUNI BLD 021626		PI3131	00	03/11/2026	051-5001-932.60-65	PO NUM 069355	80.25	
ASH PD 021626		PI3132	00	03/11/2026	051-5105-502.60-65	PO NUM 069366	67.41	
CMBT TUR 021626		PI3133	00	03/11/2026	051-5105-502.60-65	PO NUM 069366	85.60	
PWR PLT 021626		PI3134	00	03/11/2026	051-5105-502.60-65	PO NUM 069366	144.45	
UTIL BLD 021626		PI3135	00	03/11/2026	051-5105-502.50-35	PO NUM 069366	88.81	
SUB STA 021626		PI3138	00	03/11/2026	051-5205-580.60-65	PO NUM 069369	345.42	
WTR PLT 021626		PI3130	00	03/11/2026	053-6105-502.60-65	PO NUM 069354	104.86	
PUMP HSE 021626		PI3137	00	03/11/2026	053-6105-502.60-65	PO NUM 069368	247.93	
WWTP 021626		PI3136	00	03/11/2026	055-7105-502.60-65	PO NUM 069367	260.00	
COSTLIFT 021626		PI3139	00	03/11/2026	055-7205-583.60-65	PO NUM 069394	40.00	
						VENDOR TOTAL *	1,464.73	
0005318	00	PETE LIEN & SONS INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005318	00	PETE LIEN & SONS INC						
CD99390361			00	03/11/2026	051-0000-158.02-00	2/18/26	EFT:	7,415.25
							VENDOR TOTAL *	7,415.25
0004800	00	PINNACLE BANK - VISA					.00	
021526 #2		PI3066	00	03/11/2026	051-5001-926.60-64	PO NUM 070603	684.00	
02262026 #5		PI3238	00	03/11/2026	051-5001-903.60-62	PO NUM 070764	412.00	
022626 #5		PI3239	00	03/11/2026	051-5001-903.60-62	PO NUM 070764	1,795.00	
02272026 #6		PI3254	00	03/11/2026	051-5001-922.60-62	PO NUM 070875	495.00	
022726 #6		PI3255	00	03/11/2026	051-5001-922.60-62	PO NUM 070875	495.00	
022726/#6		PI3256	00	03/11/2026	051-5001-922.60-62	PO NUM 070875	495.00	
030226 #3		PI3259	00	03/11/2026	051-5001-932.50-23	PO NUM 070894	421.25	
030226 #3		PI3260	00	03/11/2026	051-5001-932.50-35	PO NUM 070894	1,593.24	
020626 #2		PI3264	00	03/11/2026	051-5001-926.60-78	PO NUM 070609	7.44	
03032026 #5		PI3265	00	03/11/2026	051-5001-903.60-62	PO NUM 070764	412.00-	
030326 #5		PI3266	00	03/11/2026	051-5001-903.60-62	PO NUM 070764	1,795.00-	
02172026 #5		PI3071	00	03/11/2026	051-5205-580.60-62	PO NUM 070757	210.00	
021726 #5		PI3072	00	03/11/2026	051-5205-580.60-62	PO NUM 070765	995.00	
030326 #4		PI3267	00	03/11/2026	051-5205-580.60-61	PO NUM 070917	8,054.55	
							VENDOR TOTAL *	13,450.48
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
5145097		PI3207	00	03/11/2026	055-0000-154.00-00	PO NUM 070845	563.73	
							VENDOR TOTAL *	563.73
0005670	00	PLUMBMASER INC						
71820777		PI3241	00	03/11/2026	057-8205-870.50-35	PO NUM 070788	288.90	
							VENDOR TOTAL *	288.90
0004696	00	PRIME SECURED INC						
101040		PI2190	00	01/28/2026	051-5001-922.60-61	PO NUM 070375	VOID CHECK #: 105493	430.00-
101040		PI2190	00	03/11/2026	051-5001-922.60-61	PO NUM 070375	RE-ISSUE EFT:	430.00
101098		PI2378	00	01/28/2026	051-5001-922.60-61	PO NUM 070475	VOID CHECK #: 105493	2,904.00-
101098		PI2378	00	03/11/2026	051-5001-922.60-61	PO NUM 070475	RE-ISSUE EFT:	2,904.00
							VENDOR TOTAL *	.00
0005648	00	QUADIENT FINANCE USA INC						
FREMONT31270446			00	03/11/2026	051-0000-232.00-00	POSTAGE METER	4,000.00	
							VENDOR TOTAL *	4,000.00
0005500	00	R CNC LLC						
1062		PI3068	00	03/11/2026	055-7105-502.50-35	PO NUM 070653	3,400.00	
							VENDOR TOTAL *	3,400.00
0003639	00	R&S TRACK MAINTENANCE INC						
25399		PI3252	00	03/11/2026	051-5105-502.60-59	PO NUM 070861	EFT:	400.00
							VENDOR TOTAL *	.00
0004413	00	RADWELL INTERNATIONAL LLC						
36213108		PI3070	00	03/11/2026	055-7105-502.50-35	PO NUM 070753	EFT:	91.16

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO			NO			AMOUNT
0004413	00	RADWELL INTERNATIONAL LLC						
36234374	PI3140		00	03/11/2026	055-7105-502.50-35	PO NUM 070654	EFT:	46.94
36234374	PI3141		00	03/11/2026	055-7105-502.60-59	PO NUM 070654	EFT:	516.68
36239052	PI3237		00	03/11/2026	055-7105-502.50-35	PO NUM 070753	EFT:	467.94
						VENDOR TOTAL *	.00	1,122.72
0004168	00	RAILROAD MANAGEMENT CO III LLC						
544304	PI3229		00	03/11/2026	055-7205-583.60-77	PO NUM 069370		1,345.51
						VENDOR TOTAL *	1,345.51	
0002876	00	RAWHIDE CHEMOIL INC						
967735	PI3143		00	03/11/2026	051-5001-940.50-30	PO NUM 070773		16,230.16
						VENDOR TOTAL *	16,230.16	
0005316	00	REDKOH INDUSTRIES INC						
27101	PI3040		00	03/11/2026	051-0000-153.00-00	PO NUM 070655		6,354.25
						VENDOR TOTAL *	6,354.25	
0005308	00	RION EQUIPMENT						
CUI1582071	PI3047		00	03/11/2026	051-0000-153.00-00	PO NUM 070762	EFT:	736.89
CUI1584910	PI3123		00	03/11/2026	051-0000-153.00-00	PO NUM 070762	EFT:	2,654.49
INV764488	PI3233		00	03/11/2026	051-5105-502.60-59	PO NUM 070675	EFT:	2,542.85
						VENDOR TOTAL *	.00	5,934.23
0000762	00	SCHAEFFER MANUFACTURING CO						
SDM3623-INV1	PI3142		00	03/11/2026	051-5105-502.50-35	PO NUM 070670	EFT:	4,143.47
						VENDOR TOTAL *	.00	4,143.47
0004989	00	SCS ENGINEERS						
0567175	PI3050		00	03/11/2026	051-5105-502.60-57	PO NUM 067016		6,250.00
0566542	PI3051		00	03/11/2026	051-5105-502.60-61	PO NUM 067925		10,660.00
						VENDOR TOTAL *	16,910.00	
0005527	00	SECURITY FENCE INC						
0003088	PI3062		00	03/11/2026	051-5105-502.60-59	PO NUM 070051		2,500.00
0003090	PI3063		00	03/11/2026	051-5105-502.60-59	PO NUM 070051		1,500.00
						VENDOR TOTAL *	4,000.00	
0005667	00	SITEONE LANDSCAPE SUPPLY LLC						
162171392-001	PI3067		00	03/11/2026	055-7205-583.50-43	PO NUM 070645		13,232.42
						VENDOR TOTAL *	13,232.42	
0005572	00	SMARTGUARD LLC						
0000171-IN	PI3208		00	03/11/2026	051-0000-159.00-00	PO NUM 070858 CCR 2026-046 AMI METERS	EFT:	365,585.00
0000172-IN	PI3249		00	03/11/2026	051-5205-580.50-35	PO NUM 070852	EFT:	500.00
						VENDOR TOTAL *	.00	366,085.00
0004760	00	SOUTHWEST POWER POOL INC						
TRN20260228FREM			00	03/11/2026	051-5105-555.50-00	FEB 2026 TRANSMISSION PURCHASED POWER	EFT:	261,643.82
						VENDOR TOTAL *	.00	261,643.82
0003254	00	STAPLES CONTRACT & COMMERCIAL LLC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003254	00	STAPLES CONTRACT & COMMERCIAL LLC									
6056084990		PI3144				00	03/11/2026	051-5001-940.50-40	PO NUM 070774	EFT:	93.51
6056923269		PI3250				00	03/11/2026	051-5001-903.50-40	PO NUM 070859	EFT:	56.93
6057064554		PI3253				00	03/11/2026	051-5001-940.50-40	PO NUM 070868	EFT:	160.49
6056482261		PI3149				00	03/11/2026	051-5205-580.50-40	PO NUM 070807	EFT:	135.77
									VENDOR TOTAL *	.00	446.70
0003923	00	STATE OF NEBRASKA - LANGUAGE LINE									
1514583						00	03/11/2026	051-5001-903.50-53	LANGUAGE LINE SERVICE	EFT:	4.41
									VENDOR TOTAL *	.00	4.41
9999999	00	STEPANEK, RUSSELL J									
000045837		UT				00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	165.67	
									VENDOR TOTAL *	165.67	
0005451	00	S2 ROLLOFFS LLC									
68407		PI3065				00	03/11/2026	055-7105-502.50-49	PO NUM 070525	1,031.30	
									VENDOR TOTAL *	1,031.30	
0004647	00	T SQUARE SUPPLY LLC									
42606		PI3056				00	03/11/2026	051-5001-939.50-35	PO NUM 069335	31.42	
									VENDOR TOTAL *	31.42	
0004782	00	TECHNOLOGY FOR ENERGY CORPORATION									
46768		PI3124				00	03/11/2026	051-5105-502.50-35	PO NUM 066694	EFT:	917.63
46768		PI3125				00	03/11/2026	051-5105-502.50-42	PO NUM 066694	EFT:	1,014.22
46768		PI3126				00	03/11/2026	051-5105-502.60-59	PO NUM 066694	EFT:	1,448.54
46768		PI3127				00	03/11/2026	051-5105-502.60-61	PO NUM 066694	EFT:	2,317.49
46768		PI3128				00	03/11/2026	051-5105-502.60-79	PO NUM 066694	EFT:	82.19
									VENDOR TOTAL *	.00	5,780.07
0001339	00	TIMME WELDING & SUPPLY LLC									
55574		PI3057				00	03/11/2026	055-7105-502.60-59	PO NUM 069336	220.00	
									VENDOR TOTAL *	220.00	
0005334	00	TK ELEVATOR CORPORATION									
1000746984		PI3146				00	03/11/2026	051-5105-502.60-59	PO NUM 070790	EFT:	4,755.00
3009311961		PI3230				00	03/11/2026	051-5105-502.60-65	PO NUM 069371	EFT:	1,010.18
									VENDOR TOTAL *	.00	5,765.18
0000647	00	USABLUBOOK									
INV00966158		PI3122				00	03/11/2026	051-0000-153.00-00	PO NUM 070635	1,473.87	
INV00971904		PI3205				00	03/11/2026	051-0000-153.00-00	PO NUM 070830	2,744.44	
INV00971966		PI3206				00	03/11/2026	051-0000-153.00-00	PO NUM 070830	1,372.22	
INV00969105		PI3148				00	03/11/2026	053-6105-502.50-52	PO NUM 070797	364.07	
									VENDOR TOTAL *	5,954.60	
0004172	00	UTILITY SAFETY AND DESIGN INC									
IN20260425		PI3129				00	03/11/2026	057-8205-870.60-57	PO NUM 069135	46,994.20	
IN20260655		PI3209				00	03/11/2026	057-8205-870.60-65	PO NUM 067458	225.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004172	00	UTILITY SAFETY AND DESIGN INC						
IN20260446	PI3214		00	03/11/2026	057-8205-870.60-57	PO NUM 069135 NATURAL GAS MAIN	67,852.70	CCR 2025-216
						VENDOR TOTAL *	115,071.90	
9999999	00	VILLALTA, EMERITA						
000093639	UT		00	03/11/2026	051-0000-143.00-00	MANUAL CHECK	65.81	
						VENDOR TOTAL *	65.81	
0003739	00	WALTRON BULL & ROBERTS LLC						
INV20718	PI3147		00	03/11/2026	051-5105-502.50-52	PO NUM 070791	EFT:	567.20
						VENDOR TOTAL *	.00	567.20
0000482	00	WESCO RECEIVABLES CORP						
686584	PI3036		00	03/11/2026	051-0000-154.00-00	PO NUM 069303	EFT:	497.55
875540	PI3041		00	03/11/2026	051-0000-154.00-00	PO NUM 070658	EFT:	1,476.60
875541	PI3042		00	03/11/2026	051-0000-154.00-00	PO NUM 070658	EFT:	749.00
877309	PI3043		00	03/11/2026	051-0000-154.00-00	PO NUM 070658	EFT:	479.36
885490	PI3045		00	03/11/2026	051-0000-154.00-00	PO NUM 070727	EFT:	52,981.82
890991	PI3046		00	03/11/2026	051-0000-154.00-00	PO NUM 070736	EFT:	3,370.50
893745	PI3048		00	03/11/2026	051-0000-154.00-00	PO NUM 070775	EFT:	958.72
890990	PI3061		00	03/11/2026	051-5205-580.50-35	PO NUM 069780	EFT:	1,498.00
						VENDOR TOTAL *	.00	62,011.55
0003185	00	WESTERN AREA POWER ADMINISTRATION						
BFPB002860226			00	03/11/2026	051-5105-555.50-00	FEB 2026 HYDRO POWER PURCHASE	EFT:	69,997.40
						VENDOR TOTAL *	.00	69,997.40
0004135	00	WINDOW PRO INC						
54003	PI3053		00	03/11/2026	051-5001-932.60-61	PO NUM 069287	EFT:	10.70
54004	PI3054		00	03/11/2026	051-5001-932.60-61	PO NUM 069287	EFT:	107.00
						VENDOR TOTAL *	.00	117.70
						HAND ISSUED TOTAL ***		3,334.00-
						EFT/EPAY TOTAL ***		1,202,270.51
						TOTAL EXPENDITURES ****	2,632,600.65	1,198,936.51
					GRAND TOTAL *****			3,831,537.16

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Jeff Shanahan, Utility General Manager

DATE: March 10, 2026

SUBJECT: Western Area Power Authority Contract 12-UGPR-1035 Amendment 1, Contract 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledge Form

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Recommendation: Recommend to the City of Fremont Mayor and City Council to authorize Staff to sign WAPA 12-UGPR-1035 Amendment 1, 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledge Form

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### **BACKGROUND:**

Fremont currently receives firm capacity and energy from Western Area Power Authority (WAPA) a department of the United States Department of Energy.

WAPA has submitted documents for the City of Fremont to execute,

Amendment 1 to Contract 12-UGPR-1035 for Firm Electric Service to the City of Fremont, Nebraska revises Section 18 General Power Contract Provisions Effective date, to July 17, 2025 and adds language to Section 17 Resale of Firm Electric Service and Section 44 Compliance with Federal Anti-Discrimination Laws

Contract to Export Renewable Energy Certificates to the City of Fremont, Nebraska 25-UGPR-82 authorizes WAPA to transfer renewable energy credits from WAPA to Fremont equivalent to energy received.

WAPA provided the City of Fremont with the UGPR Renewable Energy Certificate Program Principles and requires Fremont to sign the WAPA-UGPR REC Program Principles Acknowledgement Form.

Staff requests that the Utility and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize Staff to sign WAPA 12-UGPR-1035 Amendment 1, 25-UGPR-82, and WAPA-UGPR REC Program Principles Acknowledgement Form

**FISCAL IMPACT:** \$0.02 per MWh (approximately 26,000MWh) Estimated transfer fee of \$520.00.

**Authenticated**

Contract No. 12-UGPR-1035  
City of Fremont, Nebraska

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

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- Exhibit A (Contract Rates of Delivery)
- Exhibit B (Operating Agreement Including Quantitative Determinations)
- Exhibit C (Transmission Path and Delivery and Measurement Conditions)
- Creditworthiness Procedures dated July 12, 2012
- General Power Contract Provisions dated September 1, 2007
- Schedule of Rates

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

1. PREAMBLE: This Contract is made this 13th day of November, 2012, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF FREMONT, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called the Contractor or Fremont, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western published the Pick-Sloan Missouri Basin Program--Eastern Division (P-SMBP--ED), 2021 Power Marketing Initiative (2021 PMI) in the Federal Register (76 FR 71015) on November 16, 2011. The 2021 PMI provides the basis for marketing the long-term firm hydroelectric resources of the P-SMBP--ED from January 1, 2021, to December 31, 2050.

2.2 Western markets Federal power and energy to firm power customers in the Upper Great Plains Region from the portfolio of Federal hydroelectric generation resources in the P-SMBP--ED. Western does not designate a specific Federal generator to provide power and energy to a specific customer load.

2.3 Fremont's Firm Electric Service Contract No. 90-BAO-562, as amended or supplemented, (Original Contract) is set to expire on December 31, 2020.

2.4 The 2021 PMI provides for Western to extend the existing Contract Rates of Delivery (CROD), as specified in Exhibit A, with associated energy to existing long-term firm power customers. The CROD with associated energy is subject to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustments under Fremont's Original Contract, and is subject to any approved assignments. The CROD with associated energy may be reduced by up to 1 percent for each new resource pool in 2021, 2031, and 2041, and also is subject to other adjustments under this Contract.

2.5 This Contract is executory, which means as of the date in Section 1 above, the Parties are bound to perform services beginning January 1, 2021, as described in this Contract. This executory Contract will provide an orderly transition of firm electric service from the Original Contract to this Contract.

2.6 Exhibit B, Operating Agreement Including Quantitative Determinations, and Exhibit C, Transmission Path and Delivery and Measurement Conditions, are initially established under this Contract by adopting the existing Exhibit B and Exhibit C under the Original Contract. These exhibits may be revised from time to time under the Original Contract, until the Parties establish new or revised exhibits under this Contract.

The intent of the Parties is to minimize exhibit revisions during the orderly transition from the Original Contract to this Contract.

2.7 The Parties recognize this Contract does not include a 1 mill per kilowatthour wheeling discount for customers who made their own transmission arrangements in-lieu of Western making such arrangements, or an up to 7 percent transmission loss adjustment for delivery of Fremont's CROD over a third-party transmission system(s). These two provisions will be addressed in the rates charged for firm electric service provided under this Contract.

2.8 Except as provided for in Section 12, this Contract does not provide for transmission, interconnection, system operations, or balancing area service arrangements. Such arrangements, as applicable, will be provided under separate contracts.

2.9 The Parties choose to enter into this Contract to provide for the conditions under which firm electric service will be furnished to Fremont from January 1, 2021, through December 31, 2050.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract is executory as of the date in Section 1 above, and the terms and conditions contained herein governing the relationship of the Parties shall become effective upon the expiration of the Original Contract on December 31, 2020, and shall remain in effect through December 31, 2050, unless otherwise terminated.

5. EXPIRATION OF EXISTING CONTRACTS:

5.1 Reserve Contract No. 12-UGPR-621, dated May 2, 2012, between Fremont and Western expires on its own terms as of the date this Contract is executed.

5.2 Fremont's Original Contract expires on its own terms at midnight, December 31, 2020.

6. FIRM ELECTRIC POWER AND ENERGY TO BE FURNISHED:

6.1 Western shall supply power, CROD amount as specified in Exhibit A, and energy to Fremont, and Fremont shall accept delivery of such power and energy, during each billing period on the basis of the formulae shown on the following pages. This power and energy shall hereinafter be referred to as Western's Maximum Obligations. The power and energy portions of this obligation shall respectively be referred to as the Maximum Rate of Firm Power Obligation and the Maximum Energy Obligation. These obligations shall be computed on a seasonal basis. The Winter Season is defined as the November through April billing periods and the Summer Season is defined as the May through October billing periods for the purposes of this Contract.

6.2 The Maximum Rate of Firm Power Obligation shall never exceed an amount to be known as the CROD. This is the maximum power that Western is obligated to provide to Fremont at any time during the corresponding season. The CROD used in the formulae is specified in Exhibit A.

6.3 In the formulae below, the X/Y factor shall never be greater than one.

6.3.1 During any Winter Season:

The Maximum Rate of Firm Power Obligation in any billing period =

$$(X/Y)(D)$$

The Maximum Energy Obligation in any billing period =

$$(X/Y)(E)$$

Where:

X = The Winter Season CROD as set forth in Exhibit A,

Y = The highest Fremont System Demand, as determined pursuant to or as defined in Exhibit B, during the 7 Winter Season billing periods ending with the current billing period,

D = Fremont's System Demand, as determined pursuant to or as defined in Exhibit B, in the current billing period, and

E = Fremont's System Energy Requirements, as determined pursuant to or as defined in Exhibit B, in the current billing period.

6.3.2 During any Summer Season:

The Maximum Rate of Firm Power Obligation in any billing period =

$$(X/Y)(D)$$

Maximum Energy Obligation in any billing period =

$$(X/Y)(E)$$

Where:

X = The Summer Season CROD as set forth in Exhibit A,

Y = The highest Fremont System Demand, as determined pursuant to or as defined in Exhibit B, during the 7 Summer Season billing periods ending with the current billing period,

D = Fremont's System Demand, as determined pursuant to or as defined in Exhibit B, in the current billing period, and

E = Fremont's System Energy Requirements, as determined pursuant to or as defined in Exhibit B, in the current billing period.

6.4 Western, under the terms and conditions stipulated herein, will furnish firm electric power to Fremont, up to the CROD, along with its associated energy, to the Points of Delivery and under the conditions specified in Exhibit C.

6.5 Western shall have the right to restrict the taking of firm power and energy so as to conform generally with Fremont's hourly load pattern. Such restrictions shall not be considered curtailments of firm electric service which are subject to billing adjustment.

6.6 Notwithstanding the provisions of Subsection 6.4, Western reserves the right to limit energy deliveries in all billing periods to a specified number of kilowatthours per kilowatt of the Maximum Rate of Firm Power Obligation upon not less than three years' advance notice given in writing by Western to Fremont. Such limit of energy deliveries would be in accordance with provisions of the 2021 PMI, as published in the Federal Register on November 16, 2011, (76 FR 71015).

6.7 Power and energy supply requirements in excess of Western's Maximum Obligations are the responsibility of Fremont and will normally be supplied from the sources identified in Exhibit B.

7. REACTIVE POWER: Each Party will supply or obtain all of its own reactive power requirements, in accordance with the Schedule of Rates for Firm Power Service to be attached hereto and made part of this Contract. If available, either Party may obtain reactive power from the other by mutual agreement.

8. BILLING AND PAYMENT PROVISIONS:

8.1 Western will bill Fremont and Fremont shall pay for the firm power and energy furnished by Western in accordance with the rates, charges, and conditions set out in the Schedule of Rates for Firm Power Service, attached hereto and made part of this Contract the same as if it had been expressly set forth herein. The Schedule of Rates may be revised in accordance with the General Power Contract Provisions (GPCP).

8.2 Western will bill Fremont and Fremont shall pay for costs assessed to Western associated with the delivery of power and energy to Fremont and other costs as outlined in Subsection 11.5 below.

9. CREDITWORTHINESS PROCEDURES: Fremont agrees to comply with Western's Upper Great Plains Region Creditworthiness Procedures dated July 12, 2012, attached hereto and made part of this Contract the same as if they had been expressly set forth herein.

10. BILL CREDITING:

10.1 Payments due Western by Fremont shall be paid by Fremont to a third party when so directed by Western. Any third party designated to receive payment in lieu of Western, and the amount to be paid to that party, will be so identified in writing to Fremont with the monthly power bill. The payment to the third party shall be due and payable by the payment due date specified on Fremont's power bill issued by Western in accordance with the GPCP. When remitting payment to a designated third party, Fremont shall indicate that such payment is being made on behalf of Western. Western

shall credit Fremont for the amount paid as if payment had been made directly to Western. All other payment provisions shall remain in full force and effect.

10.2 Fremont shall accept payment from third parties of amounts due Fremont from Western and shall notify Western of the date of receipt of each payment. Fremont shall credit Western for such payments the same as if they had been made directly by Western. This obligation to accept payment from a third party does not release Western of its obligation to pay Fremont if a third party is unwilling or unable to pay. In the event third party payment to Fremont exceeds Western's payment obligation to Fremont, Fremont shall reimburse the difference to Western within 20 days of the receipt in full of such third party payment. In the event Western directs more than one third party to make payment to Fremont and the total payments exceed Western's payment obligation to Fremont, Fremont shall reimburse the difference to Western within 20 days of the receipt of the last payment received by Fremont.

#### 11. POWER AND ENERGY DELIVERIES:

11.1 Deliveries of power and energy to Fremont under this Contract shall be scheduled in advance, emergencies excepted, in accordance with procedures agreed upon in advance between the Authorized Representatives of the Parties, hereinafter referred to as Scheduling Procedures. The Scheduling Procedures shall provide for the adaptation of such schedules for day-to-day operational requirements, and shall be based on hourly load patterns. The Scheduling Procedures shall also specify the handling of deliveries less than or in excess of Western's obligation as defined in Section 6 of this Contract.

11.2 The Scheduling Procedures shall be updated by Western, as required. Any required changes to the Scheduling Procedures shall be completed within six months of the date of notice to Fremont, or a date as mutually agreed to in writing by the Parties. If new Scheduling Procedures are not agreed upon between the Parties, Western will unilaterally implement new Scheduling Procedures.

11.3 Fremont is responsible for the schedule of power and energy deliveries from Western in accordance with the Scheduling Procedures referenced in Subsection 11.1 above.

11.4 Western shall have no obligation to replace any power and energy that is unavailable due to physical transmission constraints, such as scheduled maintenance, system emergencies, or forced outages.

11.5 Fremont is responsible for scheduling error fees or charges, energy imbalance penalties or fees, and other penalties, fees, or charges not caused by Western-related errors to scheduling and delivery of Fremont's firm electric service.

12. DELIVERY ARRANGEMENTS: Western is responsible for making arrangements to deliver Federal power and energy sold under this Contract to the edge of Western's transmission system facilities. Fremont is responsible for obtaining its own transmission arrangements for delivery of Federal power and energy beyond these facilities, if necessary.

13. INTEGRATED RESOURCE PLAN REQUIREMENTS:

13.1 Western developed the Energy Planning and Management Program (Program), as extended by the 2021 PMI, in part to implement Section 114, of the Energy Policy Act of 1992 (106 Stat. 2776).

13.2 Fremont shall comply with Integrated Resource Plan (IRP) requirements, as applicable, in accordance with the Program.

13.3 Western shall administer the IRP requirements, as applicable, in accordance with the Program as adopted under 10 CFR part 905, as amended.

13.4 Failure to comply with the IRP requirements will result in the application of penalties as specified in the Program. Such penalties shall not be applied until completion of the administrative appeals provided for in the Program.

13.5 In the event that Western, or any successor agency, shall promulgate changes to the Program after execution of this Contract, Fremont, by written notice to the Contracting Officer within 90 days after the effective date of a Program change, may elect to terminate this Contract. The termination shall be effective not more than one year from the date of receipt of the notice by Western.

14. TERMS AND CONDITIONS CURRENTLY UNDER DEVELOPMENT: The Parties recognize that Western is working with existing firm power customers to address terms and conditions associated with delivering power and energy consistent with the 2021 PMI. As additional firm electric service contracts are executed, new terms and conditions may be developed relating to power and energy deliveries and implementation of the 2021 PMI. The Parties may mutually agree to incorporate those new terms and conditions into this Contract to provide contract consistency. Fremont

agrees not to unreasonably withhold consent to such firm electric service contract modifications.

15. ENFORCEMENT AUTHORITY: Notwithstanding any provision herein, by entering into this Contract, Western has not, and will not be deemed to have: 1) waived or conceded any defense it may have, including sovereign immunity, intergovernmental immunity, or lack of subject matter jurisdiction; 2) accepted any liability, responsibility, or obligation to pay any penalty or fine to which it would not have been subject in the absence of this Contract; or 3) accepted or assumed any obligation to act, or refrain from acting, in a manner that would violate, or exceed the authority conferred on it by, any applicable statute, regulation, or lawfully promulgated court or regulatory order.

16. SEVERABILITY: If any provision of this Contract is determined to be invalid, void, or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

17. EXHIBITS MADE PART OF THE CONTRACT: Exhibits A, B, and C, attached hereto, are hereby made a part of this Contract and each shall be in force and effect in accordance with its respective terms.

18. GENERAL POWER CONTRACT PROVISIONS: The GPCP effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day  
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By *[Signature]*

Title Power Marketing Manager

Address P.O. Box 35800

Billings, MT 59107-5800



CITY OF FREMONT, NEBRASKA

By *[Signature]*

Title Mayor

Address 400 E Military

Fremont, NE 68025-1468

Attest:

By *[Signature]*

Title City Clerk/Treasurer

I, Kimberly Volk, MMC, the duly appointed, qualified City Clerk of the City of Fremont, Dodge County, Nebraska, do hereby certify that the attached is a full, true and correct copy Resolution No. 2012-211 passed and approved by the City Council October 30, 2012.

In Witness whereof I hereunto set my hand and affix the seal of this office, this 30<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Kimberly Volk, MMC, City Clerk



RESOLUTION NO. 2012-211

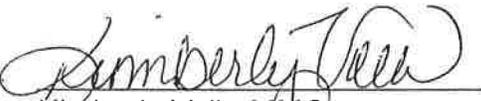
A Resolution of the City Council of the City of Fremont, Nebraska, approving Contract No. 12-UGPR-1035 with the Western Area Power Administration of the Department of Energy

RESOLVED, That Contract No. 12-UGRP-1035 with the Western Area Power Administration of the Department of Energy is hereby approved and the Mayor and City Clerk are authorized to sign said agreement on behalf of the City of Fremont.

PASSED AND APPROVED THIS 30TH DAY OF OCTOBER, 2012.

  
\_\_\_\_\_  
Scott Getzschman, Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Volk, MMC  
City Clerk



Contract Amendment No. 1  
Contract No. 12-UGPR-1035  
City of Fremont, Nebraska

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

(General Power Contract Provisions)

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

(General Power Contract Provisions)

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General Power Contract Provisions dated July 17, 2025

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FREMONT, NEBRASKA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on \_\_\_\_\_,  
between the UNITED STATES OF AMERICA, acting through the Western Area Power  
Administration, hereinafter called Western, and the CITY OF FREMONT, NEBRASKA,  
a municipal corporation duly organized under and by virtue of the laws of the State of  
Nebraska, hereinafter called Fremont or Contractor; their successors and assigns, each  
sometimes hereinafter called the Party or all sometimes hereinafter collectively called  
the Parties, as part of Contract No. 12-UGPR-1035, dated November 13, 2012 (Original  
Contract), as amended, pursuant to the same authorities as the Original Contract, and  
subject to all the provisions as the Original Contract except as herein amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among  
other things, the sale of firm electric power and energy to Fremont through  
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007,  
made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy.

A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_

Title Vice President of Power Marketing  
for Upper Great Plains Region

Address P.O. Box 35800  
Billings, MT 59107-5800

(SEAL)

CITY OF FREMONT, NEBRASKA

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Address 400 E Military Ave

Title \_\_\_\_\_

Fremont, NE 68025-5141

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

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\* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

I. **APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. **DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

#### 14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. POWER SALES PROVISIONS.

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. FACILITIES PROVISIONS.

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

### 34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

### 35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors’, its employees’, agents’, or subcontractors’ construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

### 36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

### 37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

#### 38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

#### 39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

#### 40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

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GENERAL POWER CONTRACT PROVISIONS

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WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

I. **APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. **DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

#### 14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

**IV. POWER SALES PROVISIONS.**

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

**V. FACILITIES PROVISIONS.**

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

#### 38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

#### 39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

#### 40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws ~~Equal Opportunity Employment Practices.~~

~~Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.~~ 44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

~~44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.~~

~~44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal Law.~~

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing

Effective ~~September 1, 2007~~ July 17, 2025

the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF FREMONT, NEBRASKA

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

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General Power Contract Provisions dated July 17, 2025

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF FREMONT, NEBRASKA

1. PREAMBLE: This Contract is made on \_\_\_\_\_, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF FREMONT, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Fremont or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Export Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Fremont entered into Firm Electric Service Contract No. 12-UGPR-1035 (FES Contract), dated November 13, 2012, as amended, with WAPA for the sale of firm electric power and energy to Fremont.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Fremont is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 This Contract provides the terms and conditions Fremont shall follow to receive RECs from WAPA, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

### 3. DEFINITIONS:

3.1 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.2 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.3 North American Renewables Registry (NAR): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.6 Transfer: The electronic movement of RECs from a tracking system account to another account within the same tracking system.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Either Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Party.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to Fremont. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Fremont must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Fremont entered into the FES Contract which provides for firm electric service to Fremont through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Fremont are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Fremont's FES Contract, as amended.

7. REC PRINCIPLES: In accordance with the WAPA-UGPR REC Program:

7.1 WAPA uses M-RETS to track the RECs initially designated for Fremont.

7.2 WAPA shall export Fremont's RECs from WAPA's M-RETS account to Fremont's NAR account on an annual basis.

7.3 All export, transfer, retirement, M-RETS, NAR, and/or other tracking system account fees are the sole responsibility of Fremont. Fremont is responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.4 Any WAPA administrative fees associated with the export of RECs are the responsibility of Fremont.

7.5 WAPA will not sell or retire RECs on behalf of Fremont.

7.6 WAPA is not liable for damages related to Fremont's management of its RECs.

Fremont shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.7 In no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.8 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.9 Fremont is responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.10 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.11 Fremont's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

## 8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the export of RECs, WAPA shall bill Fremont, and Fremont shall pay for any costs associated with the export of RECs.

8.2 WAPA will not export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Fremont before charging an administrative fee associated with the export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF FREMONT, NEBRASKA

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

By \_\_\_\_\_

Address 400 E Military Avenue

Title \_\_\_\_\_

Fremont, NE 68025-5141

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

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\* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

**I. APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

**II. DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

#### 14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. POWER SALES PROVISIONS.

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. FACILITIES PROVISIONS.

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

#### 34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

#### 35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors’, its employees’, agents’, or subcontractors’ construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

#### 36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

#### 37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

#### 38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

#### 39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

#### 40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

**Western Area Power Administration**  
**Upper Great Plains Region (UGPR)**  
**Renewable Energy Certificate Program Principles**

1. Customers that receive Pick-Sloan Missouri Basin Program -- Eastern Division Firm Electric Service (FES) allocations and take delivery of firm energy are eligible to obtain Renewable Energy Certificates (RECs) under the Upper Great Plains Region (UGPR) REC Program (Program). Customers that receive FES allocations and take delivery of firm energy will be allocated RECs under the Program and will herein be called Participants. Peaking power contracts are excluded from the Program.
2. RECs will be allocated annually based upon the energy associated with each customer's FES allocation. Energy generated from U.S. Bureau of Reclamation (Reclamation) and the U.S. Army Corps of Engineers (CORPS) hydropower facilities during the preceding calendar year will be allocated in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. Purchase Power, including Purchase Power from renewable resources, is not part of the Program.
3. Generation from the hydropower facilities fluctuates each year. Participants will be allocated RECs on a proportionate share of the actual generation from the hydropower dams in UGPR, not to exceed each Participant's firm power allocation.
  - a. Should generation be less than the sum of the Participants' firm power allocations, Participants will receive a proportionate share of RECs for actual generation from each hydropower dam in UGPR that year. This amount may be less than the Participant's firm power allocation.
  - b. Should generation be greater than the sum of the Participants' firm power allocations, WAPA may, at its sole discretion, allocate the excess RECs to Participants on a proportionate share to offset lesser generation years.
  - c. The equation for determining each Participant's allocated RECs shall be the total available RECs multiplied by each Participant's percentage of firm energy, then rounded down to the last whole MWh.
  - d. Allocated RECs cannot exceed the Participant's firm power allocation.
4. WAPA offers these RECs as an additional benefit of the firm energy delivered to Participants and considers RECs an environmental attribute of the energy generated by Reclamation and the CORPS. RECs are subject to the same terms and conditions as the Participant's FES Contract.
5. WAPA makes no warranties or guarantees that the RECs qualify for or meet any Federal, state, or local renewable energy standards. It is the Participant's responsibility to verify whether RECs qualify for Federal, state, or other renewable energy standard requirements.
6. Tracking and Management of RECs: UGPR uses the Midwest Renewable Energy Tracking System (M-RETS) to track each Participant's annual proportionate share of RECs from each of UGPR's eight hydropower dams.
  - a. Yellowtail Dam was initially registered by WAPA's Rocky Mountain Region in a separate tracking system, Western Renewable Energy Generation Information System (WREGIS). UGPR's portion of the Yellowtail Dam generation RECs (50 percent)



## **WAPA-UGPR REC Program Principles Acknowledgement Form**

By signing below, \_\_\_\_\_ acknowledges, concurs,  
(Organization Name)  
and will comply with the WAPA-UGPR REC Program Principles dated August 7, 2025.

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact Information:**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Jeff Shanahan, Utility General Manager

DATE: March 10, 2026

SUBJECT: Purchase Property currently listed as Dodge County Parcel Identification Number (PID) 270139527

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**Recommendation:** Approve Resolution 2026-058 authorizing the Mayor to sign a Purchase Agreement and Closing Documents for the purchase of the parcel currently listed as PID 270139527 from sellers Roger and Debra Menn

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**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 pursued sites that could support additional generation, water improvements and the availability of natural gas. Parcel 270139527 is ideally located to support the needs of the Utilities. The parcel is adjacent to the Department of Utilities Substation D and has a direct connection to the OPPD / NPPD substation. There is a 12" City water line adjacent to the property and the Department of Utilities main natural gas line that serves Fremont runs through the property.

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

Staff requests that the Utility and Infrastructure Board recommend to the City of Fremont City Council to authorize the Mayor to sign the purchase agreement and closing documents for property currently listed as Dodge County PID 270139527 This item will be discussed during the March 10, 2026, Utility and Infrastructure Board Meeting.

**Fiscal Impact:** \$50,000 per acre at approximately 20.90 acres and is budgeted.

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made as of the Effective Date by and between RODGER J. MENN and DEBRA A. MENN, a married couple (collectively referred to as “Menn”), and CITY OF FREMONT, a Nebraska municipal corporation (“City”), according to the following terms and conditions:

### Preliminary Statements

A. Menn are the owners of certain real property and improvements legally described on Exhibit “A” attached hereto (“the Property”).

B. RES America Developments Inc., a Delaware Corporation (“RES”), entered into an Option to Purchase with Menn relating to the Property on September 5, 2024 (“Option to Purchase”).

C. City has entered into a Cooperation Agreement with RES relating to the purchase of 20.9 acres of the Property (hereinafter referred to as “the Purchase Area”) and RES’s release of the Purchase Area from the Option to Purchase Agreement. The Purchase Area is identified on the rendering attached as Exhibit “B”.

D. Menn have agreed to sell the Purchase Area to City pursuant to the terms set forth herein.

E. The following agreement sets forth the terms of purchase of the Purchase Area.

For and in consideration of the mutual covenants set forth herein together with other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, IT IS AGREED:

1. Property Purchase. Menn hereby agrees to sell the Purchase Area to City, and City hereby agrees to purchase the Purchase Area from Menn, subject to the terms and conditions in this Agreement. The Property shall be subdivided and re-platted for the sale of the Purchase Area with the remaining Property being retained by Menn. Following the full execution of this Agreement, the parties shall proceed in good faith to survey, subdivide and replat the Property accordingly and the final legal description determined by mutual agreement of the parties in connection with the replat of the Purchase Area shall control for purposes of closing.

2. Deed and Title. The legal description of the Purchase Area shall be confirmed with the survey and title insurance commitment. Menn agrees to convey title to City, or City’s nominees, by General Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations or ordinances affecting the Purchase Area. City’s purchase of the Purchase Area is conditioned upon the title being clear and RES’s full and satisfactory release of the Purchase Area from the Option to Purchase. Further, Menn shall retain the right to continue farming the Purchase Area for crop production in 2026. City shall reimburse Menn for all crops damaged or removed by City. Such reimbursement shall be based upon the gross value of the estimated lost bushels of crop multiplied by the average price per bushel quoted by the Fremont, Nebraska elevator (Scouler Grain) terminal as of the first day of the month in which such damage or removal occurs and shall be paid upon conclusion of the harvest of the remaining crops. Thereafter, Menn shall have a right of first refusal on a yearly basis to enter in to a one year farming lease with City, as depicted by

the Lease attached hereto as Exhibit "C", for the Purchase Area as long as the City permits farming to occur thereon.

3. Purchase Price and Manner of Payment.

A. City agrees to pay a total of Fifty Thousand Dollars (\$50,000.00) per acre for the Purchase Area, for roughly 20.9 acres as determined by a survey and final acreage and legal description to be mutually agreed to by the Parties.

B. Earnest Deposit. At the signing of the Agreement, City shall pay earnest deposit of Ten Thousand Dollars (\$10,000.00) (the "Escrow Deposit"), to be deposited with Dodge County Title & Escrow Co. LLC (the "Escrow Agent");

C. Remaining Balance. City shall pay the remaining balance in readily available funds at time of closing and delivery of Deed; and,

4. Closing Date. Subject to all the provisions of this Agreement, the closing of this Agreement (the "**Closing**") shall take place at Dodge County Title & Escrow Co. LLC, 100 E 6<sup>th</sup> St., Fremont, Nebraska, on or before April, 1st, 2026, unless otherwise agreed to by the Parties.

5. Closing Costs. Notwithstanding anything to the contrary contained herein, closing and other costs shall be paid as follows:

By Menn:

- a. Preparation of the General Warranty Deed;
- b. Documentary transfer tax;
- c. One-half the cost of the title insurance premium;
- d. One-half of any closing fee;
- e. One-half of all survey costs of the Property, including the Purchase Area, and
- f. Any attorney fees or consulting fees incurred by Menn.

By City:

- a. Recording fees for the General Warranty Deed;
- b. One-half of the title insurance premium;
- c. The cost of any additional survey other than the survey to be provided by Menn;
- d. One-half of any closing fee; and
- e. One-half of all survey costs of the Property, including the Purchase Area, and,
- f. Any attorney fees or consulting fees incurred by City.

6. Taxes. There shall be no proration of taxes in connection with this transaction. Menn shall pay any and all assessments that have been assessed upon the Purchase Area prior to Closing.

7. Title Insurance. Within ten (10) days after the execution of this Agreement by both Parties, Menn will provide City with a title insurance commitment (the "Commitment") for a title insurance policy from Dodge County Title & Escrow Co. LLC (the "Title Company"), as well as legible copies of all exception documents, insuring fee simple marketable title, for the amount of the Purchase Price, free and clear of all liens and encumbrances. City will have fifteen (15) business days after the later of receipt of the Commitment to provide Menn with written objections

to any exceptions, other than taxes and easements/restrictions of record, reflected in the Commitment or Survey. Menn will have fifteen (15) days after receipt of such objections, if any, to correct such objections. If Menn is unable or unwilling to correct all of such defects within such fifteen (15) day period ("Title Curing Period"), City, within fifteen (15) days after the expiration of the Title Curing Period, time being of the essence, shall either waive such objections or terminate this Agreement by written notice to the Menn in which event the Escrow Agent will immediately refund the Earnest Deposit to City and neither party shall have any further liability to the other. Any exceptions reflected on the Commitment and not objected to or subsequently waived shall be deemed "Permitted Exceptions."

8. Inspections/Due Diligence. City shall have thirty (30) days following the Effective Date in order to conduct its "due diligence" inspections and to determine the suitability of the Premises for City's intended use and/or development ("Inspection Period"). During such period, City shall be entitled to enter upon the Purchase Area to conduct such testing/inspections as City deems necessary for City's intended use of the Purchase Area, which may include, without limitation, environmental inspection, surveys, geotechnical testing, and soil borings. The RES Option to Purchase relating to the Purchase Area shall be released prior to the end of the Inspection Period. City shall be permitted to terminate the Purchase Agreement by notice to Menn at any time up to 5:00 p.m., Central time, on the last day of the Inspection Period. City shall indemnify and hold Menn harmless from any liens, claims, demands, costs or expenses arising from testing/inspections performed by City or its vendors. In the event that City does not terminate this Agreement as provided in this Section 8, City shall be deemed to have waived or satisfied its due diligence investigation. If City notifies Menn that City has elected to terminate this Agreement before the end of the Inspection Period, 100% of the Escrow Deposit shall be paid by the Escrow Agent to City and both City and Menn shall be otherwise released from any further obligations hereunder.

9. Deed. Menn shall deliver to City on the Closing Date at the office of the closing agent, Dodge County Title & Escrow Co., LLC, a General Warranty Deed ("**Deed**"), in a form reasonably acceptable to City and the Title Company, properly executed and conveying marketable fee simple title to the Purchase Area subject only to the Permitted Exceptions.

10. Like Kind Exchange. Each party hereby acknowledges and agrees to exert their best reasonable efforts in order for Purchaser to effectuate and complete a tax deferred "like kind" exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, to sign documents as reasonably required to complete the exchange. All proceeds payable to Menn will be payable to a qualified intermediary.

11. Condemnation. Menn represents that it has no actual knowledge of any pending or threatened condemnation, eminent domain or equivalent proceeding or action which would affect the Purchase Area. If, after the Effective Date and before the date and time of Closing, any such proceeding or action is commenced or threatened against the Purchase Area or the owner(s) thereof, Menn shall provide City with written notice thereof promptly after Menn has knowledge thereof. City may terminate this Agreement by written notice to Menn within five (5) days after receiving such written notice from Menn, in which case, City shall receive a full refund of the Earnest Deposit.

12. Representations. Each party represents and warrants to the other party that:

(a) this Agreement has been duly executed and delivered by such party, and constitutes the valid and binding obligations of such party, enforceable against it in accordance with the terms hereof; and

(b) the execution, delivery and performance of this Agreement does not violate or breach the terms of any agreement to which it is a party or by which it or its property may be bound; and,

(c) except as warranted herein, the Purchase Area is being sold in "AS-IS" condition without warranty or representation as to its condition. Any risk of loss to the Purchase Area shall be borne by Menn until title has been conveyed to City; and,

(d) No Liens - There are no mechanic's or materialmen's liens of record against the Purchase Area, nor are there any unsatisfied charges, debts, liabilities, claims or obligations arising from the construction, ownership, maintenance or operation of or otherwise relating to the Purchase Area, which could give rise to any mechanics' or materialmen's or constitutional, statutory or common law lien against the Purchase Area, or any part thereof.

13. Breach at or prior to Closing.

(a) If City has breached and/or defaulted with respect to any obligation hereunder should fail to consummate the transaction contemplated in Section 1 of this Agreement for any reason other than a breach, default or misrepresentation by Menn under this Agreement, then Menn shall retain City's Earnest Deposit as liquidated damages and City and Menn shall have no further obligations to each other.

(b) If City has performed all of its obligations under this Agreement and Menn is obligated under this Agreement to close but Menn has breached and/or defaulted with respect to any obligation hereunder, then City shall receive a refund of the Earnest Deposit and may, at its option, (i) specifically enforce the terms of this Agreement, or (ii) seek any and all legal remedies available to City including specific performance. If Menn breaches any of its obligations under this Agreement other than its closing obligation, which is otherwise addressed above by this subsection (b), City shall have all of its rights and remedies available to it with respect to such breach.

14. Survival. Except as otherwise herein expressly provided, all the promises, representations, warranties and undertakings expressed in this Agreement (unless otherwise stated herein) shall be deemed made on and as of the Closing Date, as well as on the date hereof, and shall survive consummation of this Agreement and delivery of the deed to the Purchase Area for two (2) years.

15. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person, or by delivery service, electronic mail, or confirmed telecopier transmission or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Menn:                   Rodger J. Menn and Debra A. Menn  
  1070 Timberwood Drive  
  Ames, NE 68621

With a copy to:             Dave Mitchell  
  Yost Lamme Hillis Mitchell  
  Schulz Hartmann & Wilson PC

81 West 5th St. Fremont, NE 68025

If to City: Michael Chatterson  
City Clerk  
City of Fremont  
400 E. Military Ave  
Fremont, NE 68025

With a copy to: Travis M. Jacott  
Adams & Sullivan, P.C., L.L.O.  
1413 S. Washington St., Suite 300  
Papillion, NE 68133  
jacott@adamsandsullivan.com  
402-339-9550

16. Miscellaneous. This Agreement (i) supersedes any letter of intent or prior agreement between the City and Menn and constitutes the entire agreement between City and Menn relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder, (ii) shall be governed by the laws of the State of Nebraska, (iii) and (iii) shall not be modified or amended other than by a written instrument executed by both parties hereto.

17. Partial Invalidity. If any provisions of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver of Jury Trial/Venue/Jurisdiction. CITY AND MENN HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY AND MENN ENTERING INTO THIS AGREEMENT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS AGREEMENT AND CONSENT TO PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

19. Effective Date. The “**Effective Date**” of this Agreement shall be the date this Agreement is fully executed by the last of Menn and City to sign.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

Menn:

**RODGER J. MENN and DEBRA A. MENN**

Dated: \_\_\_\_\_, 2026

By \_\_\_\_\_  
Rodger J. Menn

\_\_\_\_\_  
Debra A. Menn

City:

**CITY OF FREMONT**

ATTEST:

City of Fremont, a Nebraska municipal  
corporation

\_\_\_\_\_  
Michael Chatterson, City Clerk

\_\_\_\_\_  
Dev Sookram, Mayor

## FARM LEASE AGREEMENT - CASH RENT

This agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_ between the CITY OF FREMONT (hereinafter referred to as "Owners") and Rodger and Debra Menn, (hereinafter referred to as "Tenant").

1) Description of Property

Owners hereby lease to Tenants, to occupy and use for agricultural and related purposes, the following-described property located in Dodge County, State of Nebraska:

(as depicted as Exhibit A in purchase agreement\*\*\*\*\*)

This property is hereinafter referred to as the "farm". Owners warrant that they have the right to lease the farm, and will defend Tenants' possession against any and all persons whomsoever.

2) Term of Agreement and Right of First Refusal

The term of this Agreement shall be for one (1) year, effective from the 1st day of March, 2026, until the 28<sup>th</sup> day of February 2027, at no rental cost to Tenant for crop year 2026.

The Owner hereby grants Tenant an exclusive right of first refusal to enter into a lease for future farming years after the initial term. No later than December 15<sup>th</sup> of a lease term, Owner shall provide written notice to Tenant of the opportunity to farm the Property the following farming year and the amount of rent to be paid. Tenant shall respond within five (5) business days following receipt of said notice. Should the Tenant fail to respond and/or refuse to enter in to a new lease for the following farming year, Owner will proceed with the public bidding process.

3) Rent

For the occupancy use of the farm for crop year 2027 and each applicable year thereafter, Tenants agree to pay the Owners annual rent as determined by the University of Nebraska, Agricultural Economics Department, Nebraska Farm Real Estate Market Highlights ([http://digitalcommons.unl.edu/agecon\\_farmrealestate/](http://digitalcommons.unl.edu/agecon_farmrealestate/)), Reported Cash Rental Rates for Various Types of Nebraska Farmland and Pasture; East Agricultural Statistics District; Average; Dollars per acre from the prior reporting year.

4) Escalation/de-escalation of Rent - reserved

5) Operational Expenses

Tenants shall furnish all labor, equipment, and expenses for the operation of the farm, except as indicated below:

No exceptions

All financial and production records of mutual interest held by one party shall be accessible to the other party at reasonable times and places.

Exhibit "C"

6) Tenants Agree That:

- a) They will not commit waste on or damage to the farm and will use due care to prevent others from doing so. They will yield possession of the farm to Owners at the expiration of this Agreement without further notice. They will not sublease or assign this Agreement in any manner.

7) Owners Agree That:

- a) They will pay all taxes on said property.
- b) If they should sell or otherwise transfer the farm, they will do so subject to the provisions of the Agreement.

8) It is Mutually Agreed That:

- a) Time is of the essence of this Agreement.
- b) The terms of this Agreement shall apply to their heirs, personal representatives, successors, and assigns of both Owners and Tenants in like manner as to the original parties.

9) Default

Upon default by either party, the other party shall have all rights at law, including forcible entry and detainer. If Tenants fail to carry out any provision of this Agreement, Owners may enter and take possession and Tenants shall peaceably vacate the premises.

10) Risk of Destruction

Tenants expressly assume the risk of any or all destruction of the crop or premises as a result of foreseeable or unforeseeable excessive rain, flood, hail, tornado, winds, or any other acts of God or nature. Owners shall not be required to apportion, reduce, or abate any amount of cash rent due hereunder by virtue of the Tenants' inability to plant or harvest any crop, or any portion thereof, or to use the premises in the manner contemplated by this agreement, except for when any damage is caused by Owners, in which case Tenant shall be reimbursed for the actual cost of lost crop.

11) Liability Insurance

Tenant will provide certificate of liability insurance with City of Fremont named as additional insured in the amount of \$1,000,000.00.

12) General

The Tenant shall indemnify and save harmless the CITY OF FREMONT, NEBRASKA (Owners) from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the Agreement that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including the loss of use resulting there from and is caused in whole or in part by the Tenant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

This section will not require the Tenant to indemnify or hold harmless the CITY OF FREMONT (Owners) for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the CITY OF FREMONT, NEBRASKA.

13) Additional Agreements

- a) Tenants will pay standby costs, power use costs, maintenance of electric motors, belts, panel wiring, fuses and other miscellaneous electrical

Exhibit "C"

expenses. Owners will pay for the major repair and/or replacement of the electric motors, wells and pumps. Tenants will provide all irrigation pipe required to irrigate and power unit for the well near the center of the field.

14) Notices/Payments

Notices and payments to Owners should be sent to:

City Administrator  
City of Fremont  
400 E Military Ave  
Fremont NE 68025

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Assistant Utility General Manager  
CITY OF FREMONT, Owner

\_\_\_\_\_  
Rodger and Debra Menn - Tenant

**STAFF REPORT**

TO: Utility and Infrastructure Board  
FROM: Lottie Mitchell, Customer Service Director  
DATE: March 10, 2026  
SUBJECT: 2025 Collection Activity Report

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**Recommendation:** Motion to receive the 2025 Collection Activity Report.

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**Background:** There were 361 accounts sent to the Credit Bureau in 2025 totaling \$143,507.88. This amount represents 0.16% of the total billed revenue.

Historic years are shown here in comparison:

Year	# of Accounts	Amount	% of Billed Revenue
2024	302	\$80,862.53	0.10%
2023	323	\$106,952.07	0.11%
2022	300	\$94,038.90	0.11%
2021	236	\$72,702.20	0.10%

**2025 COLLECTION ACTIVITY REPORT**

Activity Month	Accounts Sent to Credit Bureau	Amount Sent to Credit Bureau	Amount Collected in Precollect	Amount Collected in Full Collect	Total Funds Collected	Fees Paid in Precollect*	Fees Paid for Full Collect**	Total Fees Paid	Net to Utility	Past Year Comparison Net to Utility	Past Year Comparison Amount Sent to Credit Bureau
2024	302	\$ 80,862.53	\$ 4,680.51	\$ 28,586.99	\$ 33,267.50	\$ 1,277.70	\$ 12,481.87	\$ 13,759.57	\$ 19,507.93	\$ 31,696.08	\$ 106,952.07
Jan-25	21	\$ 20,268.11	\$ 432.56	\$ 3,453.79	\$ 3,886.35	\$ 90.30	\$ 1,290.24	\$ 1,380.54	\$ 2,505.81	\$ 1,392.62	\$ 3,598.92
Feb-25	23	\$ 7,521.11	\$ 141.33	\$ 1,695.00	\$ 1,836.33	\$ 98.90	\$ 594.00	\$ 692.90	\$ 1,143.43	\$ 2,484.97	\$ 5,903.15
Mar-25	33	\$ 12,772.67	\$ -	\$ 2,424.74	\$ 2,424.74	\$ 141.90	\$ 980.94	\$ 1,122.84	\$ 1,301.90	\$ 1,954.46	\$ 5,785.56
Apr-25	18	\$ 8,262.99	\$ 959.06	\$ 9,921.47	\$ 10,880.53	\$ 77.40	\$ 3,430.55	\$ 3,507.95	\$ 7,372.58	\$ 1,747.58	\$ 5,847.80
May-25	51	\$ 22,007.75	\$ 584.90	\$ 649.77	\$ 1,234.67	\$ 219.30	\$ 241.59	\$ 460.89	\$ 773.78	\$ 2,250.06	\$ 4,970.26
Jun-25	24	\$ 7,482.72	\$ 385.00	\$ 1,069.52	\$ 1,454.52	\$ 103.20	\$ 454.16	\$ 557.36	\$ 897.16	\$ (116.40)	\$ 6,874.83
Jul-25	29	\$ 8,244.21	\$ 51.94	\$ 2,381.75	\$ 2,433.69	\$ 124.70	\$ 896.29	\$ 1,020.99	\$ 1,412.70	\$ 912.26	\$ 7,594.41
Aug-25	50	\$ 20,452.78	\$ 727.76	\$ 2,765.23	\$ 3,492.99	\$ 215.00	\$ 1,174.59	\$ 1,389.59	\$ 2,103.40	\$ 2,514.31	\$ 8,885.45
Sep-25	38	\$ 13,312.45	\$ -	\$ 1,701.49	\$ 1,701.49	\$ 163.40	\$ 693.35	\$ 856.75	\$ 844.74	\$ 977.18	\$ 6,966.12
Oct-25	29	\$ 8,547.02	\$ 590.88	\$ 6,545.98	\$ 7,136.86	\$ 124.70	\$ 2,448.15	\$ 2,572.85	\$ 4,564.01	\$ 1,137.90	\$ 12,073.64
Nov-25	27	\$ 9,236.84	\$ 2,340.22	\$ 2,665.64	\$ 5,005.86	\$ 116.10	\$ 1,128.96	\$ 1,245.06	\$ 3,760.80	\$ 2,165.44	\$ 6,629.53
Dec-25	18	\$ 5,399.23	\$ 285.31	\$ 3,272.90	\$ 3,558.21	\$ 77.40	\$ 1,147.87	\$ 1,225.27	\$ 2,332.94	\$ 2,087.55	\$ 5,732.86
<b>Total</b>	<b>361</b>	<b>\$ 143,507.88</b>	<b>\$ 6,498.96</b>	<b>\$ 38,547.28</b>	<b>\$ 45,046.24</b>	<b>\$ 1,552.30</b>	<b>\$ 14,480.69</b>	<b>\$ 16,032.99</b>	<b>\$ 29,013.25</b>	<b>\$ 19,507.93</b>	<b>\$ 80,862.53</b>
		Average				Percentages				Percentage	Average
		\$ 11,958.99				31%		36%	64%	59%	\$ 6,738.54

Notations:

\*\*Full collect fee ranges from 33% to 50% of collected amount.

# STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Lottie Mitchell, Customer Services Director  
DATE: March 10, 2026  
SUBJECT: Nebraska Low Income Home Energy Assistance Program (LIHEAP) Utility Provider Agreement

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**Recommendation:** Recommend City Council authorize the Mayor to sign the Nebraska Low Income Home Energy Assistance Program Home Energy Utility Provider Agreement.

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## **Background:**

The Fremont Department of Utilities has been a partner with the Nebraska Department of Health and Human Services and a participant in the Low Income Home Energy Assistance Program (LIHEAP) for many years. The LIHEAP program benefits many households in our service territory by providing heating and cooling financial assistance.

The Nebraska Low Income Home Energy Assistance Program (LIHEAP) is updating their service agreements to reflect improved processes, compliance updates, and new terms effective April 1, 2026.

The new agreement reflects modernized compliance standards, stronger oversight authority for Department of Health and Human Service, and more detailed operational requirements for providers.

**Fiscal Impact:** There is no cost to participate in LIHEAP.

# Nebraska Low Income Home Energy Assistance Program (LIHEAP) Home Energy Utility Provider Agreement

Provider Name: \_\_\_\_\_

Doing Business as Name (DBA), if applicable: \_\_\_\_\_

Provider Federal ID Number: \_\_\_\_\_

Provider Physical Address: \_\_\_\_\_

Provider Mailing Address (if different): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address(es): \_\_\_\_\_

<b>Type of Utilities/Fuel Provider: (Check all that apply)</b>		
Electricity	Propane	
Fuel Oil/Stove Oil	Natural Gas	Coal
Kerosene	Wood	Corn

In order to participate in the State of Nebraska Low Income Home Energy Assistance Program (LIHEAP), the Provider agrees to deliver, and the Department of Health and Human Services (DHHS) agrees to pay for home energy to eligible households under the terms and conditions set forth below.

## 1. DURATION

1.1 Term. A new LIHEAP Provider Agreement is required every five years unless changes require this time frame to be shortened. This Agreement will terminate September 30, 2030, unless superseded by a new agreement, or terminated for convenience upon 30-day written notice by DHHS or by the Provider. Failure to comply with any of these conditions may result in the removal from the approved provider file and suspension of further payments to the provider for client services.

1.2 Modifications. All modifications to this Agreement shall be in writing and agreed upon by both parties.

1.3 Termination. This Agreement will terminate effective immediately upon a determination by DHHS that the Provider is not in compliance with the terms of this Agreement. The Provider will be notified within 15 calendar days of the termination.

1.3.1 DHHS or the Provider may terminate this Agreement with or without cause and without cost by giving the other party at least 30 calendar days' written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

## 2. RESPONSIBILITIES

2.1 DHHS. DHHS shall:

2.1.1 Equitably provide outreach activities to potentially eligible households.

2.1.2 Based on established criteria, determine household eligibility promptly for LIHEAP.

2.1.3 Provide the household notification of approved services.

2.1.4 Review utility account documentation.

2.1.4.1 DHHS will request additional documentation or clarification of charges as needed.

2.1.4.2 No payment will be made without all the required documentation of charges.

2.1.5 Provide payment to the Provider for eligible households after receipt of all required documentation for services rendered, according to this Agreement, and upon full compliance by the Provider with the terms herein.

2.1.6 Issue payments to the Provider by Electronic Funds Transfer (EFT).

2.1.6.1 Payments will be issued in a lump sum. DHHS will identify to the Provider each eligible customer on whose behalf DHHS will make payment for energy services, and the payment amount each customer is eligible to receive.

2.1.6.2 The detailed payment information will arrive via email two (2) to three (3) days after payment is issued or via mail five (5) to seven (7) days after payment is issued.

2.1.7 Comply with all relevant state and federal laws and regulations, the Notice of Award, terms and conditions set forth by the Administration for Children and Families (ACF), program policies, and Nebraska's approved LIHEAP state plan in the implementation of LIHEAP.

2.1.8 Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state per all relevant state and federal laws and regulations, the Notice of Award, terms and conditions, program policies, and Nebraska's approved LIHEAP state plan, including procedures for monitoring the assistance provided under this title.

2.1.9 Monitor a portion of the Providers to ensure compliance with the Provider Agreement and program policies.

2.1.9.1 By signing the Provider Agreement, Providers agree to be periodically monitored and provide necessary monitoring information when requested.

2.1.10 Provide the Providers selected for compliance monitoring with a LIHEAP Monitoring Report to describe the information needed.

2.2 Provider. The Provider shall:

2.2.1 Provide DHHS a copy of the Employer Identification Number document or Social Security card which was issued to the Provider and which displays the number used by the IRS as the Provider's tax identification number.

2.2.1.1 Notify DHHS immediately when the tax identification number is changed. A new W-9 form must be completed and returned to DHHS.

2.2.2 Provide DHHS with at least one (1) designated contact person who shall be available to respond by phone and email to all reasonable inquiries regarding LIHEAP household accounts, including, but not limited to: address; account holder name; account number; line item accounting of amount owed and service it is owed for, energy burden, payment history; how the LIHEAP payment was applied; and the impact of the payment.

2.2.2.1 Limit disclosure of Personally Identifiable Information to only those persons who have a direct need to know the Personally Identifiable Information in order to provide deliveries of home energy and other services to eligible households under this agreement, and advise them to take steps to safeguard and protect Personally Identifiable Information from inadvertent disclosure and not to disclose any Personally Identifiable Information to other persons, by updating the IT contact information annually or as needed if it has changed.

2.2.3 Notify DHHS within ten (10) days when: the name of the company; ownership of the company; contact person; contact or billing information; services to be provided; or service coverage area changes.

2.2.4 Notify DHHS within ten (10) days if a LIHEAP payment is made for a customer residing in the Provider's service area but with incorrect account information.

2.2.5 Notify DHHS if the business owner or another key employee is employed by DHHS, as well as if a member of their immediate family is employed by DHHS. Immediate family is a spouse or other person who resides in the same household as the owner and is a dependent of the owner.

2.2.5.1 DHHS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Provider from providing LIHEAP services to a designated locality(s).

- 2.2.5.2 Conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.
- 2.2.6 Not serve as the Provider for a household in which he or she is a current recipient of assistance from LIHEAP. "Current" is defined as during the present federal fiscal year.
- 2.2.7 Not serve as the Provider for a dwelling or property that they own.
- 2.2.8 Apply LIHEAP payments to the approved home energy services for the LIHEAP eligible households identified by DHHS.
- 2.2.8.1 Provide the services to each eligible and approved residential household for which payment is provided under LIHEAP.
- 2.2.8.2 Home energy services include those used for heating or cooling a residential dwelling.
- 2.2.9 Using the Provider's normal billing process, charge LIHEAP households the difference between the actual amount due and the amount of the payment made with LIHEAP funds.
- 2.2.10 Charge LIHEAP eligible households the same price for services that are charged to non-eligible households, as determined by the Provider approved rate-setting process.
- 2.2.11 Not treat LIHEAP eligible households adversely because of such assistance under applicable provisions of state, territorial, or tribal law, or public regulatory requirements.
- 2.2.12 Not apply LIHEAP payments to account balances that have previously been written off or paid with other funds.
- 2.2.13 Not apply LIHEAP payments to commercial accounts.
- 2.2.13.1 LIHEAP payments must only be applied to residential accounts.
- 2.2.14 Accept payment guarantees from DHHS to restore services and eliminate arrearages.
- 2.2.14.1 The Provider must immediately apply payment guarantees to the customer accounts for the appropriate services.
- 2.2.15 Not terminate energy service to an eligible customer covered by this Agreement except under the conditions set forth in the Nebraska Rev. Stat. §§ 70-1603 through 70-1614.
- 2.2.16 Identify LIHEAP payments made for eligible household accounts as payment received from LIHEAP.
- 2.2.17 Maintain any credit amount, on the designated account, as a credit until used by the customer for energy services or the customer ends service with the Provider.
- 2.2.18 Transfer any credit balance to the new account within thirty (30) days if the customer moves and remains with the same Provider and has the same account number.
- 2.2.19 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.2.20 Return to DHHS within thirty (30) days of service ending any credit balance of LIHEAP funds unless DHHS has been notified of a delay ahead of time.
- 2.2.21 Return to DHHS within thirty (30) days any LIHEAP payment for a customer not residing in the Provider service area unless DHHS has been notified of a delay ahead of time.
- 2.2.22 Return to DHHS within thirty (30) days of Provider closing or being sold any LIHEAP credit balance unless DHHS has been notified of a delay ahead of time. Funds may not be transferred to another Provider.
- 2.2.23 Returned funds must be remitted to:  
DHHS – Accounting  
PO Box 94906  
Lincoln, NE 68509 9947.
- 2.2.24 All funds returned to DHHS must include the following payment information:
- 2.2.24.1 Name of client;
- 2.2.24.2 Client ID number;
- 2.2.24.3 Address and city;
- 2.2.24.4 Account holder's name;
- 2.2.24.5 Account number;
- 2.2.24.6 Date the original payment was posted to the account;

- 2.2.24.7 Reason funds are being returned; and
  - 2.2.24.8 Amount of funds being returned for each account.
  - 2.2.25 Maintain current records and comply with any state or local regulations required for service provision.
  - 2.2.26 Cooperate with any federal, state, or local investigation, audit, or program review.
    - 2.2.26.1 The Provider shall allow DHHS representatives access to all records relating to LIHEAP households for compliance verification with this Agreement.
  - 2.2.27 Understand that failure to cooperate with any federal, state, or local investigation, audit, or program review may result in immediate disqualification from participation in LIHEAP.
  - 2.2.28 Take corrective action in the time frame specified by DHHS if violations of this Agreement are discovered.
    - 2.2.28.1 Corrective action may include but is not limited to providing detailed documentation of the changes made and detailed plans for future changes that will bring the Provider into compliance.
    - 2.2.28.2 Understand that failure to implement corrective actions may result in immediate disqualification from participation in LIHEAP.
  - 2.2.29 Collect and provide data within the time frame specified by DHHS and in the format requested by DHHS.
    - 2.2.29.1 The data must be provided to DHHS (or an authorized agent of DHHS) for verification, research, evaluation, analysis, and reporting. The household's signed LIHEAP application will authorize the Provider to release this information to DHHS.
  - 2.2.30 Retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed if it was initiated prior to the expiration of this five (5) year period.
    - 2.2.30.1 These records may be used for a variety of program purposes including: program planning; program capacity building; assessing the impact of LIHEAP and other benefits on low-income households; and supporting funding decisions.
  - 2.2.31 Provide at no cost to DHHS, in the format requested:
    - 2.2.31.1 Written account information, including: account number; address; account holder name; and other household-specific information.
    - 2.2.31.2 Written information regarding the household's home energy usage, current balance and itemized charges, bill payment history, and arrearage.
    - 2.2.31.3 Immediate written confirmation that the payment guarantee was applied to the household account, inform of the new balance, and inform whether reconnection occurred, or disconnection was alleviated.
    - 2.2.31.4 Other data as requested.
  - 2.2.32 Complete the Annual Household Energy Cost and Usage Report (Performance Measures Report) and supply the report and supporting documentation to DHHS.
  - 2.2.33 The Provider agrees to use of the following methods for reporting Annual Household Energy Cost and Usage information to DHHS:
    - a. Via an electronic Excel template provided by DHHS: or
    - b. Via Secured File Transfer Protocol (FTP site, password protected, and/or encrypted data) Comma Separated Values (CSV) file format.
- The Provider agrees to provide a designated IT contact if Option B is chosen.

**Please provide the IT contact information below:**

Name: \_\_\_\_\_

Position Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

2.2.34 Provider understands data provided to DHHS will be used for the purpose of administering the LIHEAP program and may include research, evaluation, and analysis of the LIHEAP program.

2.2.34.1 Information collected may be compiled, analyzed, and shared with federal authorities or their agents in accordance with federal and state law.

2.2.34.2 The data for the Annual Household Energy Cost and Usage must be returned to DHHS no later than October 31 each year.

2.3 Joint Duties. Both the Provider and DHHS shall:

2.3.1 Meet as needed to discuss any issues, recommendations, unmet needs, and lessons learned.

**3. CONDITIONS.**

3.1 Authorities. Nothing herein shall be construed as an authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

3.2 Discrimination. The Provider shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, or any other basis prohibited by state law relating to discrimination. The Provider shall not discriminate against a LIHEAP-eligible household concerning terms, deferred payment plans, credit, conditions of sale, deposit, energy rate, including service charges, reconnection charges payment plan arrangements, or discounts offered to other customers. The Provider shall comply with all LIHEAP regulations, state and federal statutes and regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

3.3 Confidentiality. The Provider agrees that any information and data obtained related to households shall be collected and held confidential, during and following the term of this Agreement. Household information shall not be disclosed without the individual's and DHHS's written consent and only per federal or state law.

3.3.1 Providers who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHHS of any breach or suspected breach in the security of such information.

3.3.2 The Provider shall allow DHHS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

3.4 Fraud. The Provider will be permanently disqualified from participating in LIHEAP upon the first finding of LIHEAP fraud.

3.4.1 Fraud includes, but is not limited to: intentionally providing false information to DHHS or knowingly allowing others to do so; intentional failure to notify DHHS of a change in circumstances that affects payments received by the Provider; intentionally accepting payments that the Provider knows or by reasonable diligence would know, the Provider is not entitled to under an overpayment or otherwise; or intentionally making a claim for a payment to which the Provider is not entitled under the terms of this Agreement and all applicable rules, regulations, laws, and statutes.

3.4.2 Repayment must be made unless contrary to a court order.

3.5 Non-fraud overpayments. For overpayments received by the Provider that are not the result of intent to defraud, the Provider shall be required to repay the full amount to DHHS.

3.6 Reporting fraud. The Provider agrees to report any known fraud activity by the household to DHHS. This may include, but is not limited to, the following:

3.6.1 The LIHEAP participant not disclosing all income.

3.6.2 The LIHEAP participant not using awards appropriately.

3.6.3 The LIHEAP participant not giving truthful information.

3.7 Business practices. The Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

3.7.1 No Provider may participate in LIHEAP in any capacity or be a recipient of federal funds designated for this program if the Provider has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

3.8 Binding on heirs and assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

3.9 Due authorization. The persons executing this Agreement on behalf of a party represent and warrant to the other party that they have been duly authorized by such party executing this Agreement.

3.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application. The parties to this Agreement acknowledge the information, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

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Provider Name

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Date

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Printed Name/Title of Representative for Provider

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Signature of Authorized Representative for Provider

# STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Gary Ogden, Gas Superintendent  
Ryon Palmer, Fleet Manager

DATE: March 10, 2026

SUBJECT: Purchase a Sweetwater Line Tamer CT2786C Gas Pipe Trailer

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Recommendation: Authorization to purchase a Sweetwater Line Tamer CT2786C Gas Pipe Trailer

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## **BACKGROUND:**

The Gas Department has budgeted funds to purchase a Gas Pipe Trailer, for use by the Gas Department Staff. This unit will be an addition to the current fleet. The Trailer will be upfitted with a line tamer (pipe straightener). This trailer will allow staff to transport 300-foot rolls of gas pipe to the work site and then straighten the gas pipe as it comes off the roll and is installed. This will allow the staff to maintain a high level of efficiency.

When researching we took into consideration: overall size of the trailer, weight capacity, and total pipe capacity of the unit. Because of the workload and timeline changes, lead time for delivery was also considered.

After consultation with Several Vendors a specification was developed, and a quote returned on a unit that would meet the department's requirements.

Industrial Sales	\$61,564.75
Freight	\$2,500.00
<b>Total (Before Tax)</b>	<b>\$64,064.75</b>

The Gas Dept. Staff request that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council authorize Staff to sign a purchase agreement and issue a purchase order to Industrial Sales for the amount of \$64,064.75 (Plus Tax)

## **Fiscal Impact:**

FY 2025-2026 Capital Budget Expenditure of \$ 64,064.75 (Plus Tax)



**A Winsupply Company**

**Winsupply 0259 ACQ Co.  
DBA: Industrial Sales**

<b>Kansas</b>	<b>Nebraska</b>
1150 W. Marley Rd. Olathe, KS 66061	14503 Prairie Corners Rd. Omaha, NE 68138
913-829-3500 • 800-662-6750	402-896-5700 • 800-366-6880
913-829-3515 (Fax)	402-896-5705 (Fax)
www.industrialsales.us	

**QUOTATION**

QUOTE #: 1210813-000  
 QUOTE DATE: 02/04/2026  
 TERMS: NET 30 DAYS  
**VALID THRU: 03/31/2026**  
 PAGE: 1 of 1  
 ENTERED BY: 64 RYAN BURNS

QUOTED TO:

**FREMONT UTILITY DEPT  
400 E MILITARY AVE  
FREMONT, NE 68025-5141**

SHIP TO:

**FREMONT UTILITY DEPT  
TAG: PO#  
3000 E FIRST ST  
FREMONT, NE 68025**

<b>CUSTOMER #:</b> 1119970	<b>JOB NAME:</b> SWEETWATER TRAILER	<b>REFERENCE:</b> KEVIN	<b>SALES # / NAME:</b> 950 NE-BRAUN
<b>DATE ENTERED:</b> 11/21/2025	<b>VALID THRU:</b> 03/31/2026	<b>SHIP VIA:</b> BEST WAY	<b>FOB:</b> SHIP POINT

PART #	QTY	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
*NR648	1	LINETAMER CT2786C-LT NON SELF LOADING SWEETWATER COMBO COIL TRAILER	EA	61564.75	61,564.75
*NR996	1	ESTIMATED FREIGHT TO FREMONT, NE	EA	2500.00	2,500.00

**CURRENT LEAD TIME AS OF  
2-4-26 IS 5-6 WEEKS ARO**

**Sub Total: 64,064.75**

SUBTOTAL	FREIGHT	STATE TAX	COUNTY TAX	CITY TAX	TOTAL AMOUNT DUE
64,064.75	0.00	3,523.56	0.00	960.97	\$ 68,549.28

QUOTATIONS ARE NOT INTENDED TO COVER ALL ITEMS REQUIRED FOR ANY PROJECT AND ONLY REFLECT THE ITEMS SPECIFICALLY LISTED AT THE UNIT PRICE SHOWN. ANY MODIFICATIONS MAY AFFECT PRICING, FREIGHT, AND/OR DELIVERY CHARGES. ITEMS QUOTED, INCLUDING EQUAL ALTERNATES, ARE SUBJECT TO ENGINEER/ARCHITECT APPROVAL.

ANY OR ALL QUOTED PRODUCTS THAT MAY BECOME SUBJECT TO GOVERNMENTAL TARIFFS OF WHICH THE MANUFACTURER ELECTS TO IMPOSE PRICE INCREASES UPON, ANY SUCH PRICE INCREASE WILL TAKE EFFECT WITHOUT ADVANCE VERBAL OR WRITTEN NOTICE, AND "PRICE IN EFFECT AT TIME OF SHIPMENT" MAY BE APPLIED.

IF APPLICABLE, ALL EQUIPMENT RENTALS, REPAIRS, OR PURCHASES ARE SUBJECT TO THE INDUSTRIAL SALES RENTAL AGREEMENT TERMS AND CONDITIONS AS REFERENCED ON FORMS OR AVAILABLE UPON REQUEST.

ALL ORDERS QUOTED OR OTHERWISE SUBMITTED ARE SUBJECT TO THE INDUSTRIAL SALES/WINSUPPLY TERMS AND CONDITIONS OF SALE LOCATED AT <https://www.winsupplyinc.com/s/terms-conditions-sale>, ALSO REFERENCED ON ACCOUNT APPLICATIONS, RENTAL AGREEMENTS, STATEMENTS, FORMS, OR UPON REQUEST.



**Ditch Witch**

UnderCon

dwundercon.com

14061 S 220th St  
Gretna, NE 68028  
402-895-2444 • 800-582-1980

Amarillo, TX  
Grand Island, NE  
Park City, KS  
Rapid City, SD  
Sioux Falls, SD

**Ship To:** FREMONT UTILITIES  
DEPT OF UTILITIES WAREHOUSE  
3000 E 1ST ST  
FREMONT, NE 68025-6415

**Invoice To:** FREMONT DEPT OF UTILITIES  
400 E MILITARY AVE  
FREMONT NE 68025

Branch 05 - GRETNA		
Date 12/30/2025	Time 9:07:37 (O)	Page 1
Account No. FREMO001	Phone No. 4027272600	Quote No. Q01843
Ship Via	Purchase Order LCV0406/QUOTE	
Tax ID No.		
CLINT ALLEN	Salesperson 528	

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 01/29/2026                      Amount

New LANE TRAILERS LCV-0406 TRAILER VERTICAL COILED PIPE                      37200.00  
\*EST LEAD TIME 22-25 WEEKS\*

Sale # 01 Subtotal:                      37200.00  
Total:    37200.00

Subtotal:                                      37200.00  
Quote Total:                                  37200.00

Authorization: \_\_\_\_\_

**Thank You For Your Business!**  
**Agenda Item 9**

# TERMS AND CONDITIONS

**This order is subject to the following terms and conditions:**

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for nonacceptance. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of the seller whether the same as, or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.
3. The seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the purchaser direct to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
4. If any sales, excise, floor or processing taxes now in effect shall be increased, or any new sales, excise, floor, or processing taxes shall be imposed by Federal, State or local laws, the purchaser agrees to reimburse the seller for any and all such increased or new taxes that the seller may be required to pay or to reimburse to others by reason of the manufacture, purchase of sale or the equipment covered by this order. The amount of such increased or new taxes may be billed as a separate item or added to the price of the equipment, at the seller's option.
5. The cash selling price quoted herein will be subject to adjustment to conform to the seller's regular cash selling price of the equipment covered by this order in effect at the time of delivery. If the price adjustment results in an increase in price the purchaser shall have the privilege of accepting delivery at the increased price or canceling this order by giving written notice of such cancellation to the seller prior to delivery and within five (5) days after notice of such price increase is given to the purchaser. If the price of the property covered by this order is increased as provided above and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase and shall supersede this order.
6. When the machines necessary to fill this order are available, the buyer agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the buyer fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
7. Seller shall retain the ownership of and title to the above machinery covered by this order until all has been paid in cash and until all notes, orders or warrants given in evidence of indebtedness for said machinery, and any renewals thereof, have been fully paid in cash. If any note, order or warrant given in evidence or indebtedness hereof shall not be paid in full at its maturity, all other notes, orders or warrants given in evidence of indebtedness hereof shall at once become due and the said Seller shall have the right to take possession of said machinery wheresoever it may be situated.
8. The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to the purchaser by reason of any delays or any alleged failure of said machine to operate, nor for any implied warranties. This order embodies the entire understanding and is not affected by any verbal representations or agreements and is not subject to countermand.
9. New machinery is purchased subject to manufacturer's printed warranty. Used or second hand equipment included in this order is sold without any warranty whatsoever, express or implied (except that the seller warrants title), unless said warranty is set forth in full in the space next following and is initialed by both the parties hereto.

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<b>BILL OF SALE FOR PROPERTY TAKEN IN TRADE</b>	
For value received, I/we hereby bargain and sell, grant and deliver unto	
_____	
_____	
_____	
Serial No. _____	
I/we hereby certify that there is no lien, claim, debt, mortgage or incumbrance of any kind, nature or description against this property now existing, or record or otherwise, and that same is free and clear and is my/our sole and absolute property.	
Firm Name _____	
Signed _____	Title _____

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Eric Fuhrmeister, Water/Sewer Superintendent  
DATE: March 10, 2026  
SUBJECT: Contract to Procure and Install Emergency Backup Generators

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**Recommendation:** Recommend City Council approve Resolution 2026-064 authorizing the Mayor to sign the contract with Fremont Electric for the supply and installation of two emergency backup generators in the amount of \$300,518.75 for City wells

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### **Background:**

The City of Fremont does not have emergency backup power generation capabilities at intown drinking water well sites. Installing emergency backup power generation enhances reliability and resilience of the municipal water supply system in the event of emergencies and power outages.

Staff performed an analysis of the bid and determined that Fremont Electric was the lowest responsible bidder.

**Fiscal Impact:** \$300,518.75 within the current capital budget.



March 2, 2026

Attn: City of Fremont

Job#: FDU-11.2-TP-3-2-26

RE: Emergency Backup Generators 2026 Rev 2

Price includes labor, material, City of Fremont Electrical Permit and Performance Bond to install the following:

**19<sup>th</sup> and I Street:**

Remove the existing wiring between the inside disconnect and VFD.

Install one 250amp 480volt automatic transfer switch on the SE outside corner of well house #21.

Install one 150kw CAT generator approx. 15' to the east of the well house on a 15x8' concrete pad.

Install the following wiring from the transfer switch:

- 250amp wiring to the existing service disconnect
- 250amp wiring to the existing VFD
- 250amp wiring to the generator
- Control wiring to the generator
- Remote e-stop button inside the well house next to the existing disconnect
- "on emergency power" auxiliary contact to Ovation input(Ovation programming and setup by others)

Install 2- 120volt circuits and receptacles in the generator fed from the existing 120volt panel for the block heater and charger.

Install one 30amp 480volt disconnect tapped of the load side of the transfer switch.

Install one 2kva transformer and 2-circuit 120volt breaker panel fed from the 30amp disconnect.

Install 120volt wiring from the 2-circuit panel to the Ovation panels.

**14<sup>th</sup> and Irving Street:**

Demo the existing meter, CT cabinet, and conduit to the ground for the 480volt service.

Install one 250amp 480volt automatic transfer switch on the SE outside corner of well house #22.

Install one 200kw CAT generator approx. 15' to the east of the well house on a 15x8' concrete pad.

Relocate the existing well motor disconnect/starter in the wellhouse and remove the starter.

Install one 150hp ABB ACQ580 VFD on the existing underground motor conduit. Connect the VFD to the relocated disconnect and motor wiring. Link: [ACQ580-01-180A-4 | ABB](#)

Install the following wiring from the transfer switch:

- 250amp wiring to the existing utility pole(reuse of existing conductors with rerouted conduit) Utility to assist at the point of attachment on the pole. CT and meter to be mounted next to the transfer switch.
- 250amp wiring to the existing inside disconnect
- 250amp wiring to the generator
- Control wiring to the generator
- Remote e-stop button inside the well house next to the existing disconnect
- “on emergency power” auxiliary contact to Ovation input(Ovation programming and setup by others)

Install 2- 120volt circuits and receptacles in the generator fed from the existing 120volt panel for the block heater and charger.

Install one 30amp 480volt disconnect tapped of the load side of the transfer switch.

Install one 2kva transformer and 2-circuit 120volt breaker panel fed from the 30amp disconnect.

Install 120volt wiring from the 2-circuit panel to the Ovation panels.

**Total Bid Price: \$283,250.00**

Material Price: \$230,250.00

Labor Price: \$53,000.00

Note: Transfer Switch lead time 12-14 weeks, CAT Generator lead time 28-30 weeks.

120/240volt house panel to remain separately metered and not generator powered as per walk thru.

Labor figured during normal business hours.

Customer schedule is subject to our availability.

Prices are subject to increase due to the availability, transportation and commodity prices without notice; bid price is guaranteed for 10 days.

Prices are subject to increase due to the implementation of tariffs without notice.

Excludes: Utility fees if any  
Programming of Ovation

If you have any questions, please call me.

Thank you,



Todd Petersen

Estimator  
(402)719-0133  
tpetersen@fremontelectricinc.com

## Contract

THIS CONTRACT AND AGREEMENT, made and entered into this 10<sup>th</sup> day of March, 2026, by and between the CITY OF FREMONT, Nebraska, a municipal corporation (hereinafter called the “Owner”) and Fremont Electric and hereinafter called the “Contractor.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Contractor and Owner agree as follows:

1. Payment: That the Contractor, for and in consideration of the sum of \$300,518.75, payable as set forth in the Contract Documents, constituting a part of this Contract and incorporated herein by reference, hereby agrees to complete the Backup Generator Project in accordance with the specifications and other contract documents.
2. Contract: Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.
3. Claims and Costs: The Contractor herein agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.
4. Unemployment: The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.
5. Assignment: The Contractor shall not assign this Contract or any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
6. Work to be completed: It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and

agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

7. Conflicts: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.
8. Ordinances: Contractor shall conduct all work to conform to all municipal, state, and federal codes and regulations as required by law.
9. Delays by Contractor: Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
10. Insurance: Contractor shall provide insurance coverage for not less than amounts or greater where required by Law.
  - a. Workers Compensation and related coverage
    - i. State: Statutory
    - ii. Applicable Federal: Statutory
    - iii. Employer's Liability: \$50,000
  - b. Contractors General Liability: Shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor
    - i. General Aggregate: \$3,000,000
    - ii. Products – Completed Operations Aggregate \$3,000,000
    - iii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000
    - iv. Excess or Umbrella Liability
      1. General Aggregate \$5,000,000
      2. Each Occurrence \$5,000,000
  - c. Automobile Liability
    - i. Bodily Injury (Each Person) \$1,000,000
    - ii. Bodily Injury (Each Accident) \$1,000,000
    - iii. Property Damage (Each Accident) \$1,000,000
  - d. Contractor Liability
    - i. Bodily Injury
      1. Each Accident \$3,000,000
      2. Annual Aggregate \$3,000,000
    - ii. Property Damage
      1. Each Accident \$3,000,000
      2. Annual Aggregate \$3,000,000
  - e. Contractual Liability Coverage

- i. General Aggregate \$3,000,000
- ii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000

11. Liquidated Damages: Contractor acknowledges that actual damages incurred by Owner as a result of the Contractor's failure to meet the completion date and the performance guarantees would be difficult to determine. If the project is not successfully completed on or before May 1, 2024, then Contractor shall pay Owner \$100.00 per day until such time that the project is completed. Both parties agree that the liquidated damages provisions in this article are reasonable and appropriate measures of the damages for such performance shortfalls and not a penalty.
12. Subcontractors: Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
13. Permits: Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).
14. Stopping Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
15. Correcting Defective Work: If Contractor fails within a reasonable time after written notice from Customer to correct defective Work, or to remove and replace defective Work as required by Customer, then Customer may, after 7 days' written notice to Contractor, correct or remedy any such deficiency. In exercising the rights and remedies under this Paragraph 15, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors,

consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 15 will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

16. Termination for Cause: The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- Contractor's repeated disregard of the authority of Owner

Contractor shall have ten (10) days following receipt of notice from Owner to cure the basis for termination, to the satisfaction of Owner.

If Owner proceeds as provided in Paragraph 16, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

17. Termination for Convenience: Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

18. Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

19. Counter-parts: Counterparts, electronic copies, and other signed copies of this Agreement shall be enforceable as if the same were an original signed version.

20. Survival: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.
21. E-Verify: The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.
22. Jurisdiction: The Contract shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect on the principles of conflicts of laws.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor, City of Fremont NE.

Title: \_\_\_\_\_

WITNESS:

ATTEST: (Witness)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Clerk, City of Fremont NE.

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Dev Sookram, City of Fremont Mayor  
Jeff Shanahan, Utility General Manager

DATE: March 10, 2026

SUBJECT: Emergency Declaration for Repairs to Combustion Turbine (50T) and associated equipment.

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**Recommendation:** Recommend to City Council to Affirm Emergency Declaration by the Mayor and Utility General Manager for expenses exceeding the spending limit.

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**BACKGROUND:** On February 13, 2026 LDW Staff shut down 50T for scheduled turbine / compressor and generator inspection. The inspection identified items that require attention. Examples include but are not limited to:

- Combustion Liners
- Transition Peaces
- Wear Kits
- Exhaust Frame Flex Seal

Currently, the estimated repair costs exceed the authorized spending limits and are in addition to the approved contract.

The City of Fremont Mayor and the Utility General Manager have declared this an emergency per the City Code Chapter 2 Article 5, Section 2-508. *“These limits may be waived by the Utility General Manager and Mayor if an emergency is declared. Such a declaration shall be affirmed by the Council at its next regular meeting and the affirmation shall be made a part of the Council minutes.”*

This emergency will remain in place until all the repairs on 50T and auxiliary equipment have been finalized and the units return to service.

**FISCAL IMPACT:** Unknown at this time.

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Troy Schaben, Assistant Utility General Manager  
DATE: March 10, 2026  
SUBJECT: Approval of funds for Lead Line Replacement Project

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**Recommendation:** Approve the terms for replacement of private water service lines under the Drinking Water State Revolving Fund program and forward to City Council

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**Background:** On September 30, 2025, the Fremont City Council approved accepting grant funding, through the Drinking Water State Revolving Fund (DWSRF) program administered by the Nebraska Department of Water, Energy, and Environment (NDWEE) to replace approximately 1,500 lead service lines as part of the requirements of the National Environmental Policy Act (Lead Pipe Rule).

The lead line replacement project is estimated at \$8 million and will take about 10 years to complete. A maximum of \$5,600,000 may be forgiven. The remaining portion (\$2,400,000) is repayable at 0% interest over a 40-year period.

Water service lines are private and considered the homeowner's responsibility for maintenance and replacement. Due to the requirements of the National Environmental Policy Act, the City is mandated to have all lead pipe water service mains replaced by approximately 2036. In order to meet the current deadline, the City will be replacing service lines on behalf of the property owners and using DWSRF funding to pay for the replacement. Because the replacement is mandated upon the Fremont Water System, property owners will not be responsible for payment or reimbursement of costs associated with the replacement.

**Fiscal Impact:** Funds included in 2025/26-2026/27 FY budget.

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Dan Gillis, Director of Public Works

DATE: March 10, 2026

SUBJECT: Municipal Building Renovation Design Contract

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**Recommendation:** Recommend City Council to authorize Resolution 2026-056 authorizing the Mayor to sign a contract with Schemmer Associates to design the Fremont Municipal Building renovation in the amount of \$327,600

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**Background:** The Fremont Municipal Building was originally built in the 1970s and served as a Savings and Loan. The City of Fremont purchased the building and moved City operations into the facility in the 1990s. The second floor was renovated in 2026.

This contract is to design the renovation of all remaining floor spaces, infill the utility drive-thru, outdoor spaces, and Mechanical, Electrical, and Plumbing updates. The project will modernize the entire building, optimize available square footage, and improve functional adjacencies enabling Staff to streamline processes and better serve the public.

Request for Proposals (RFPs) were sent to JEO Consulting, Kenneth Hahn Architects (KHA), and Schemmer Associates who each delivered proposals on February 5, 2026. Services include schematic design, hazardous materials survey, low voltage design, furniture/fixture and equipment layout, production of construction documents, permit support, construction bidding support, and construction administration for all construction phases.

**Fiscal Impact:** The Department of Utilities (DU) Capital Improvement Plan (CIP) budgeted \$125,000 in FY26. The additional \$202,600 needed for the \$327,600 fee will come from Staff modifications to the FY26 CIP.