FORMAL CITY COUNCIL STUDY SESSION
March 10, 2026 – 6:30 PM
REGULAR CITY COUNCIL MEETING
March 10, 2026 - 7:00 PM
City Council Chambers, 400 East Military, Fremont NE

FORMAL CITY COUNCIL STUDY SESSION AGENDA

6:30 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Discussion on Broad Street Traffic

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

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

PUBLIC HEARINGS:

1. Motion to receive Local Option Economic Development Fund (LB840) Quarterly Report

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

2. Motion to dispense with and approve February 24, 2026 Board of Equalization and Regular City Council Meeting Minutes

3. Motion to approve February 25, 2026 through March 10, 2026 claims and authorize checks to be drawn on the proper accounts

4. Motion to receive Report of the Treasury

5. Motion to approve the Cement/Asphalt/Excavate workers license applications as presented subject to fulfillment of all licensing requirements

6. Resolution 2026-051 authorizing the City Clerk to sign the Local Governing Body Authorization for an outdoor SDL at the Christensen Field Rodeo Arena for John C Fremont Days

7. Resolution 2026-052 authorizing the Mayor to sign the agreement with OCLC for CloudLibrary services at the discounted cost of $600 for the first year, $1,200 in the second year

8. Resolution 2026-054 accepting the grant award in the amount of $30,000 to fund the replacement of Police cruiser computers

9. Resolution 2025-055 authorizing the purchase of a Vermeer LP873SDT HVY Vac Trailer in the amount of $134,714.89

10. 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

11. Resolution 2026-057 authorizing the Mayor to sign the Performance Contract with Dylan Bloom in the amount of $3,500 for a live performance on June 27, 2026

12. Resolution 2026-060 approving the purchase of a Sweetwater Line Tamer CT2786C Gas Pipe Trailer in the amount of $64,064.75

13. Resolution 2026-061 authorizing Staff to sign WAPA 12-UGPR 1035 Amendment 1, 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledgement Form

14. Resolution 2026-062 accepting the grant award from Visit Nebraska in the amount of $25,000 and authorizing the Mayor to execute the necessary grant documents

15. Resolution 2026-063 authorizing the Mayor to sign Amendment #1 to the Professional Services Agreement with Olsson Associates in connection with the Parallel Taxiway Rehabilitation project increasing the project amount from $555,285 to $774,180

NEW BUSINESS: Requires individual associated action

16. Resolution 2026-053 authorizing the terms for replacement of private water service lines under the Drinking Water State Revolving Fund program

17. 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 in the amount of $50,000 per acre at approximately 20.90 acres

18. Resolution 2026-059 amending the Local Option Economic Development loan documents with Wholestone Farms Cooperative, Inc and authorizing the Mayor to sign the loan agreement amendment

19. 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

20. Resolution 2026-065 Affirming Emergency Declaration by the Mayor and Utility General Manager for expenses in excess of the spending limit

21. Executive Session to discuss real estate matters and contract negotiations

ADJOURNMENT

Agenda posted at the Municipal Building on March 4, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on March 4, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

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

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

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

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

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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Plan Administrator

DATE: March 10, 2026

SUBJECT: Local Option Economic Development Fund (LB840) Quarterly Report

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Recommendation: 1) Conduct Public Hearing, 2) Receive Local Option Economic Development Fund (LB840) Quarterly Report

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Background: The City of Fremont has a Local Option Economic Development Plan (LB840) and loan fund for the purpose of creating new jobs, expanding the labor market, retaining existing jobs, attracting new capital investment, broadening the tax base, and providing economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

The sales tax and Local Option Economic Development Plan was approved by voters during the May 2024 primary.

Since 2000, just under $24 million of LB840 funds have been invested in property and infrastructure and awarded to businesses investing and growing in Fremont. This has resulted in the creation of over 1,800 jobs, the retention of over 1,600 jobs, and an increase of over $279 million in the 2025 assessed property values of those who have received an LB840 award.

A full application from DostoFarms has been reviewed by the Citizens Advisory Review Committee and Local Option Review Team. City and applicant attorneys are working to finalize the appropriate loan documents. Once contracts are negotiated, this application will be considered by City Council.

Staff is working with four additional applicants on potential projects.

A summary of the economic development awards is attached.

Projects involved in litigation are kept confidential until the case is resolved or the court record becomes public.

Fiscal Impact: None

SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment--Land, Infrastructure & Other	Jobs Created	$$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Christensen Business Park--purchase 112 acres & infrastructure	2000		$2,661,256											Complete.	
Natura, 2779 West Rademakers Way	2002	$570,000		25			$8.25	117	$25,085,817	270137024	$14,137,265	$17,559,431		$570,000 Performance-BasedInfrastructure included with Christensen Business Park. Complete.	
Spec Building at Christensen Business Park, 2639 West 23 Av.	2002		$283,000						$1,179,100	270137016	$821,830	$2,568,265		Sold building to Charleston's. Complete.	
Utility extensions on North Lincoln Street, 2400 North Lincoln (Holiday Inn Express & Steenblock)	2002		$70,000			45			$1,450,000	270136861	$3,399,795	$9,693,025		Made access to Steenblock and Holiday Inn Express. Complete.	
Sewer extension on North Yager Road to serve Burlington Northern Industrial tract	2003		$50,000											Complete.	
Southwark, 2073 West Rademakers Way	2004	$100,000		30	$3,333.33		$8.50	50	$3,037,500	270137019	$2,586,245	$7,123,021		$50,000 Performance-Based. Infrastructure included with Christensen Buisness Park. Complete.	
Nelson Business Park: Fremont Contract Carriers, 865 South Bud Blvd (Eagle Dist. also located here)	2004		$776,161	35		145		35	$9,240,680	Multi	$8,874,010	$14,048,250		Complete.	
Ready Tech-Go, Inc. (RTG Medical)	2007	$155,000		10	$15,500.00		$8.50	25	Rent	Rent				$145,000 0% RP & $10,000 PB, create 10 jobs & retain for 1 year. (LM) Complete.	
Overland Products, 1577 & 1687 North Airport Road	2007	$600,000		20	$30,000.00	20	$9.00		$764,802	270062013	$1,190,525	$3,182,212		0% RP, create 20 jobs & retain for 5 years (LM) Complete.	
RK Aerials (Rosenbauer), 840 South Broad	2004	$150,000		20	$7,500.00	20	$8.25		$3,038,844	Multi	$1,300,175	$4,101,475		$50,000 0% RP & $100,000 PB, create 20 jobs & retain for 4 years, maintain Fremont location for 15 years (LM). Complete.	

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ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment--Land, Infrastructure & Other	Jobs Created	$$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Best Cobb, LLC, 731 South Platte	2007	$600,000		12	$50,000.00		not defined		$173,000					$200,000 0% RP & $300,000 6% RP, create 12 jobs & retain for 4 years, maintain Fremont facility for 10 years. $100,000 PB, clean up property w/in 9 months. (LM). Complete.	*Defaulted May 2010, remaining loan balances re-amortized and repaid at 8% interest
Christensen Lumber LTD, 714 N Main	2007	$175,000		10	$17,500.00		$11.00		$4,345,451	Multi		$6,016,454		$50,000 0% RP & $125,000 PB, create 10 yobs & retain for 5 years (LM). Complete.	
International Spices, 1040 South Lucius	2007	$60,000		10	$6,000.00		$10.00	22	$1,088,389	270104657	$1,601,235	$4,242,696		PB, create 10 jobs & retain for 5 years (LM). Complete.	
Merritt Equipment, 4650 North Broad	2008	$150,000		10	$15,000.00		$14.00	2	$1,059,784	270138851	$798,320	$1,700,812		PB, create 10 jobs & retain for 5 years (LM). Complete.	
Mid America Truck Wash	2008	$50,000				12			$353,649	270103390	$450,125	$781,844		Single Payment Loan, term 8 months (LM). Complete.	
Christensen Bus. Park--purch. 23 acres (Izaak Walton Range)	2009		$200,767											Complete.	
Morningside North Business Park--purchase of 42 acres	2009		$803,471							Multi	$0	$7,539,875		Complete.	
Sycamore Leaf Solutions, 321 East Military	2011	$40,000		2	$20,000.00	2	$15.00		$4,344	270002163	$100,940	$272,091		$40,000 Performance-Based. Complete.	
Fremont Techology Park--purchase of 81 acres	2011		$654,392											Complete.	
Fremont Technology Park CDBG loan guarantee, 2011-047	2011		$975,392											Complete.	
Fremont Techology Park--infrastructure, 2011-047	2011		$420,000											Complete.	
Airport Infrastructure	2012		$132,631											Complete.	
Fremont Techology Park--infrastructure, 2013-095	2013		$1,635,040											Complete.	
Morningside North Business Park--infrastructure, 2013-095	2013		$444,000											Complete.	
McGinn Holdings, LLC	2014	$10,000							$11,325	Multi	$174,895	$798,462		PB, Maintain location for 3 years. Complete.	
Sycamore Leaf	2015	$100,000		3	$33,333.33	8	$15.00		Rent	Rent				PB, create 3 jobs & retain 8 for 5 years. Complete.	

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ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment--Land, Infrastructure & Other	Jobs Created	$$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Structural Components	2015	$600,000		35	$17,142.86		$15.00		$563,931	Multi	$1,462,905	$2,825,520		$200k RP; $400k PB 20 jobs in yr 1, 10 jobs in yr 2, 5 jobs in yr 3; retain all jobs for 5 years. Base = 209 jobs. Complete.	
Fremont Beef	2015	$300,000		25	$12,000.00		$15.00		$11,359,534	270104356	$7,233,340	$7,463,267		$300,000 PB - 25 new jobs, retain for 5 yrs. Base = 315 jobs. Monitoring began 12/2015. Complete.	
Heartland Area Accessories	2016	$150,000				10			$900	270140842	$81,300	$2,239,754		PB, retain 10 jobs for 5 years and voluntary annex. Complete.	
Costco	2016	$1,000,000		800	$1,250.00		$15.00		$92,864,000	Multi	$2,616,334	$186,408,607		PB, 800 by year 5 and at least $150M invested in property by year 2. Complete.	
12 Days of Christmas - Film	2017	$19,719											$975**	Rebate of 30%, not to exceed $25,000, on qualified expenditures. Complete.	
Legacy Post and Beam	2017	$60,000		12	$5,000.00		$18.00		$375,000	Multi	$0	$1,844,716		PB, 12 new jobs in Fremont, retain for 4 years. Complete.	
Greater Fremont Development Council	2018		$500,000											Matching funds for Rural Workforce Housing Fund Grant	
Pearl Academy	2018	$71,121		7	$10,160.14		$10.00		Rent	Rent				50% RP, 50% PB, 7 jobs, retain for 5 years. Complete.	
0.402 (Fremont Moo)	2018		$250,000						Rent					PB, Maintain team in Fremont for 5 years, first season = 2019. Complete.	
Infinite 8 Institute	2018	$200,000		8			$19.00							RP over 5 years	In default. Update as of Nov 2024: judgement being pursued
WLG Fremont, LLC (RTG Medical)	2019	$600,000		50	$12,000.00	80	$45,000.00			270140432	$0	$10,324,944		PB, 50 new jobs, retain for 5 years	in litigation

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ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment--Land, Infrastructure & Other	Jobs Created	$$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Greater Fremont Development Council	2019		$1,000,000											Funds for Low-Moderate Income Housing	
La Flamme Rouge, LLC - Film	2019	$14,134											$707**	Rebate of 30%, not to exceed $35,000, on qualified expenditures. Complete.	
Morningside Business Park - Johnson Road Paving,2019-186	2019		$1,000,000											Morningside Business Park Infrastructure Improvements. Complete.	
505 Brewing Company	2019	$165,000		5	$33,000.00		$15.00							PB, 5 new jobs, retain for 5 years. Complete.	
WholeStone Farms, LLC	2020	$1,300,000		600	$2,166.67	1300	$17.00		$34,711,190	Multi	$9,833,770	$42,693,441		PB, 600 new jobs, retain for 5 years	
Summit Medical Staffing, LLC	2020	$50,000		see amended			$21.63		Rent	Rent				Amended - PB. See below for amended agreement. Complete.	
Tech Partners, LLC	2020	$32,250		2	$16,125.00	4	$18 & $25		$233,000	Multi	$128,740	$1,051,451		75/25, 2 new jobs, retain for 5 years. Complete.	
Fabrication Holdings, LLC DBA Elemetal	2020	$200,000		4	$50,000.00	16	$21.63		$48,000	Multi	$650,705	$1,824,304		PB, 4 new jobs, retain for 5 yrs. Complete.	
Compound Holdings, LLC (Vertical Cold Storage)	2021									270139122				PB, 51 new jobs min. wage $20.19, retain for 5 yrs. - De-comitted Res 2022-170	
Summit Medical Staffing, LLC	2021	$450,000		55	$8,181.82	12	$21.63			270141093	$0	$947,961		PB, 55 new jobs, retain for 5 yrs, relocate to Tech Park. Complete.	
505 Main Street Group	2021	$465,000							$4,600,000	270002954	$157,435	$212,555		Renovate 505 N Main Street into apartments. Maintain for 5 years after final payment.	
Maiz - Film	2021	$486											24.32**	Rebate of 30%, not to exceed $1,000, on qualified expenditures. Complete.	
My Central Supply (MCS)	2022	$200,000		8	$25,000.00	4	$21.63							PB, maintain 4 jobs, 8 new jobs, retain for 5 yrs	in litigation

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SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment--Land, Infrastructure & Other	Jobs Created	$$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Fremont Technology Park - Infrastructure, 2022-172	2022		$2,882,000											Paving, water, sewer, streetlights at 29th St and N Lincoln Ave	
I Am A Man, LLC - Film	2022													Rebate of 30%, not to exceed $265,692, on qualified expenditures. Resolution repealed via Res 2023-138	
Newstar Sourcing Solutions, LLC	2024	$200,000		2		13	ave $29.35							50/50 2% interest, 2 new jobs, retain for 5 years	
WaterFlex Software, LLC DBA WaterFlex	2025	$200,000		8	$25,000.00		ave $35.57				TBD			PB, relocate to Fremont, 8 new jobs, retain for 5 yrs.	
Total Awards awarded: 54															
Totals		**$9,037,710**	**$14,738,110**	**1808**		**1691**		**251**	**$195,588,240**		**$57,599,889**	**$337,464,433**			
	Total LB840 Fund	**$23,775,820**													

PB = Performance Base
RP = Repayable
**Sales tax generated is singular event
FTE Jobs to Date tracked from 2023 on

1.

City of Fremont Nebraska
Status of LB 840 Funds
1/31/2026
Preliminary Estimate

Assets:		
Checking	311,748.39	
Money Market	4,080,762.74	
		4,392,511.13
Capital Transfers		
		0.00
		4,392,511.13
Known Committed Funds:		
Tech Park Infrastructure Improvements Res 2022-172	958,307.45	
New Star Sourcing and Services Res 2024-139	0.00	
Nevada IT Co dba Water Flex Res 2025-021	200,000.00	
		1,158,307.45
Uncommitted Funds		**3,234,203.68**

BOARD OF EQUALIZATION AND REGULAR CITY COUNCIL MEETING MINUTES
February 24, 2026 – 7:00 PM
Public Comment – 6:30 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION MINUTES

7:00 PM

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

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

PUBLIC HEARING

1. **Resolution 2026-039 levying a special tax and assessment on Business Improvement District #1 Properties in the amount of $69,487.84** Mayor Sookram opened the public hearing, after receiving no public comments, Mayor Sookram closed the public hearing. Motion made by Horner, seconded by Ganem levying a special tax and assessment on Business Improvement District #1 Properties in the amount of $69,487.84. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

ADJOURNMENT Motion made by Jensen, seconded by Vaughan to adjourn; time: 7:04 PM. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

CITY COUNCIL REGULAR MEETING MINUTES

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER Mayor Sookram called the Regular City Council Meeting to order

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

MAYOR COMMENTS
(There will be no discussion from the Council or the public regarding comments made by the

Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

1. **Motion to adopt current agenda for the February 24, 2026, Regular City Council Meeting** Motion made by Lathrop, seconded by Vaughan to move item 19 for consideration to after item 6. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0. Motion to adopt the February 24, 2026 agenda as amended made by Lathrop, seconded by Jensen. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

APPOINTMENTS:

2. **Resolution 2026-040 appointing Anna Allen as City Engineer effective March 16, 2026** Motion made by Vaughan, seconded by Jensen to consent to the Mayor's appointment of Anna Allen as City Engineer. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

3. **Resolution 2026-041 appointing Anna Allen as Street Superintendent effective March 16, 2026** Motion made by Jensen, seconded by Von Behren to amend the Resolution to substitute "Troy Schaben" with "Anna Allen". Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0. Motion made by Vaughan, seconded by Marsh to consent to the Mayor's appointment of Anna Allen as Street Superintendent. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

4. **Motion to consent to the Mayor's appointment of Seth Howard to Police Sergeant** Motion made by Vaughan, seconded by Marsh to consent to the Mayor's appointment of Seth Howard to Police Sergeant. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

5. **Motion to consent to the Mayor's appointment of Daniel Rucker and Darrel Russell as Police Officers**. Motion made by Jensen, seconded by Horner to consent to the Mayor's appointment of Daniel Rucker and Darrel Russell as Police Officers. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

6. **Motion to consent to the Mayor's appointment of Monica Eby to the Creative Council for a term ending August 13, 2026.** Motion made by Horner, seconded by Ganem to consent to the Mayor's appointment of Monica Eby to the Creative Council for a term ending August 13, 2026. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

PUBLIC HEARINGS:

7. **Public hearing concerning the activities of the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) and to give citizens the opportunity to be heard regarding the Downtown Revitalization (DTR) grant 23-DTR-007** Mayor Sookram opened the public hearing concerning the activities of the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) regarding the Downtown Revitalization (DTR) grant 23-DTR-007, after

DRAFT

receiving no public comments, Mayor Sookram closed the public hearing. No motion necessary on this item.

8. **Resolution 2026-049 authorizing a Conditional Use Permit for a a 50' x 60' accessory building on property generally located near the southeast corner of County Road 26 and County Road W, Dodge County, Nebraska in the City's extra-territorial jurisdiction** Mayor Sookram opened the public hearing, after receiving no public comments, Mayor Sookram closed the public hearing. Motion made by Horner, seconded by Jensen authorizing a Conditional Use Permit for a a 50' x 60' accessory building on property generally located near the southeast corner of County Road 26 and County Road W, Dodge County, Nebraska in the City's extra-territorial jurisdiction. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

9. **Resolution 2026-050 authorizing Pearson's Subdivision Replat 1, Final Plat, Dodge County, Nebraska** Mayor Sookram opened the public hearing, after receiving no public comments, Mayor Sookram closed the public hearing. Motion made by Marsh, seconded by Jensen authorizing Pearson's Subdivision Replat 1, Final Plat, Dodge County, Nebraska. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

10. **Ordinance 5734 for a zoning text change within the Unified Development Code allowing for Primary and Secondary Education use with the approval of a Conditional Use Permit in General Commercial (GC) Zoning District (First Reading – Request to suspend rules and move to Final Reading)** Mayor Sookram opened the public hearing, after receiving no public comments, Mayor Sookram closed the public hearing. Motion made by Horner, seconded by Marsh to hold First Reading of Ordinance 5734 for a zoning text change within the Unified Development Code allowing for Primary and Secondary Education use with the approval of a Conditional Use Permit in General Commercial (GC) Zoning District. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0. City Clerk provided first reading. Motion made by Horner, seconded by Vaughan to suspend rules and move to Final Reading of Ordinance 5734. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

CONSENT AGENDA: *All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.* Motion made by Horner, seconded by Vaughan to approve consent agenda items 11, 12, 14-18. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

11. **Dispense with and approve February 10, 2026, Regular City Council Meeting Minutes**

12. **Motion to approve February 11, 2026, through February 24, 2026, claims and authorize checks to be drawn on the proper accounts**

13. **Motion to Receive Animal Control Reports from FurEver Home, Inc** Motion made by Vaughan, seconded by Jensen to Receive Animal Control Reports from FurEver Home, Inc. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

14. **Motion to approve the Cement/Asphalt/Excavate workers license applications as presented subject to fulfillment of all licensing requirements**

15. **Resolution 2026-045 authorizing the Mayor to sign the quote from Motorola Solutions to purchase four encrypted Motorola portable Police radios in the amount of $34,460.72**

16. **Resolution 2026-044 approving all Non-Class C Retail Liquor Licenses for a period from May 1, 2026 to April 30, 2027**

17. **Resolution 2026-047 authorizing Kiel's Barber Shop to use the parking lot on the northwest corner of 6th and Park Street (aka Schweser's Lot) for Kiel's Barber Shops Race Car Family Day and authorize the Mayor to sign the Parking Space Lease Agreement on March 15, 2026**

18. **Resolution 2026-048 authorizing the Mayor to sign a loan agreement with the Naval History and Heritage Command (NHHC) for the ship's bell from the USS Fremont**

19. **Motion to Receive the Fremont Municipal Inland Port Authority Update** This item was moved per motion by Council. Motion made by Horner, seconded by Jensen to receive the report of the Fremont Municipal Inland Port Authority update. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

NEW BUSINESS: *Requires individual associated action*

20. **Resolution 2026-042 authorizing the Mayor to sign a contract with Mauer Fence Company, LLC to provide and install Christensen Field Ballfield Fencing, Backstops, and Dugouts in a not to exceed amount of $324,000** Motion made by Vaughan, seconded by Jensen authorizing the Mayor to sign a contract with Mauer Fence Company, LLC to provide and install Christensen Field Ballfield Fencing, Backstops, and Dugouts in a not to exceed amount of $324,000. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

21. **Resolution 2026-046 authorizing Utility Staff to sign the quote to purchase additional electric meters for Advanced Metering Infrastructure (AMI) System in the amount of $782,351.90 and issue a purchase order** Motion made by Horner, seconded by Ganem authorizing Utility Staff to sign the quote to purchase additional electric meters for Advanced Metering Infrastructure (AMI) System in the amount of $782,351.90 and issue a purchase order. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

22. **Resolution 2026-043 authorizing the Mayor to sign the contract for the 2026 Pavement Rehab Project with C-R Menn Concrete, LLC. In the amount of $300,777.10** Motion made by Jensen, seconded by Ganem authorizing the Mayor to sign the contract for the 2026 Pavement Rehab Project with C-R Menn Concrete, LLC. In the amount of $300,777.10. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

ADJOURNMENT Motion made by Horner, seconded by Vaughan to adjourn; time: 8:26 PM. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Von Behren. Absent: Peterson. Motion carried 7-0.

DRAFT

Agenda posted at the Municipal Building on February 18, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on February 18, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Board of Equalization and Regular City Council Meeting Minutes for February 24, 2026.

Michael Chatterson, City Clerk | Dev Sookram, Mayor

DRAFT

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Nabb, Director of Finance / Treasurer

DATE: March 10, 2026

SUBJECT: Report of the Treasury

Recommendation: Move to receive Report of the Treasury

Background: This statement reports the bank account balances at the end of the prior month and is available by the first council meeting of each month, so it gives the Council up-to-the-month timely information regarding cash reserve balances.

This report breaks out the Treasury notes by fund. The City and Utilities have begun investing in Treasury notes (two years or less). One fact to bear in mind, while the City notifies Nebraska Public Agency Investment Trust (NPAIT) that it wishes to make a $1 million investment, for example, the carrying value that is on the report may be plus or minus some interest. The difference will be recognized as interest is earned.

This report aligns with the City of Fremont's Value of being Fiscally Responsible.

Fiscal Impact: As noted in the report.

Overall, the City's total account balances decreased by $1,360,353 largely due to Sampson Construction $809k, Meco Henne $278k and MacQueen Equipment $324k. The Utility total account balances decreased by $32,867.

Please note toward the bottom of the second page and on to the third page that the City and Utility have several CDARS investments. The Certificate of Deposit Account Registry Service (CDARS) is a program that allows the public to spread money around various banks. The purpose of CDARS is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separately and apart from FDIC coverage provided at each bank.

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
February 28, 2026

	Statement ending balances					
Account Name	**First National Bank**	**RVR Bank**	**Pinnacle Bank**	**Cornerstone Bank**	**First Community Bank**	**Nebraska Public Investment Trust**
Governmental						
Checking/Money Market						
City Treasurer	$ 108,648					
City Treasurer-M Mkt	$ 12,435,188					
City Treasurer						$ 193,433
SID #4	$ 63,744					
Special Revenue		$ 359,630				
Infrastructure - Sales Tax						$ 8,071
Insured M MKT ** -Sales Tax		$ 22,395,586				
Public Safety - Sales Tax						$ 1,125,748
Streets - Sales Tax						$ 269,830
Streets - M Mkt			$ 448,465			
Community Devlopment Agy	$ 1,050,161					
Keno			$ 173,069			
Transit	$ 144,484					
CDBG Clearing	$ 228,654					
CDBG Program Income	$ 173,018					
E911	$ 258,019					
Drug Task	$ 48,741					
Employee Benefits			$ 1,054,532			
Total Checking/Money Market	$ 14,510,656	$ 22,755,216	$ 1,676,066	$ -	$ -	$ 1,597,082
CD Investments						
General fund				$ 385,000		
Sales Tax/Public Safety fund						
Sales Tax/Infrastructure fund			$ -			
Sales Tax/Streets fund			$ -			
Sales Tax/LB840 fund						
Street fund		$ -	$ -			
Debt Service fund						
KENO fund						
Trust Fund	$ -					
Airport			$ 351,392			
E911				$ 300,000		
ARPA Funds						
Special assessment Fund			$ 800,000			
Employee Benefits						
Work Comp				$ 1,000,000		
Total CD Investments	$ -	$ -	$ 1,151,392	$ 1,685,000	$ -	$ -
Total Governmental deposits	$ 14,510,656	$ 22,755,216	$ 2,827,458	$ 1,685,000	$ -	$ 1,597,082
						$ 43,375,412

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
February 28, 2026

	Statement ending balances					
Account Name	**First National Bank**	**RVR Bank**	**Pinnacle Bank**	**Cornerstone Bank**	**First Community Bank**	**Nebraska Public Investment Trust**
Proprietary Funds						
Checking/Money Market						
Combined Utilities Fund	$ 30,449,390					
Electric Fund	$ 632					
Comb Util Funds/Construction	$ 2,686,902					
Electric Funds						$ 2,450,864
Customer Deposit Fund	$ -					
Water Project Bond Acct	$ 84,231					
Department of Utilities			$ 726,310			
Sewer Improvement	$ 3,528					
Sewer Funds						$ 379,870
Gas Fund						$ 899,036
Electric Fund				$ 150		
Total Checking/Money Market	$ 33,224,682	$ -	$ 726,310	$ 150	$ -	$ 3,729,770
CD Investments						
Electric			$ 5,000,000	$ 2,800,000	$ 2,000,000	
Water	$ -					
Sewer						
Gas					$ 1,000,000	
Total CD Investments	$ -	$ -	$ 5,000,000	$ 2,800,000	$ 3,000,000	$ -
Total Proprietary deposits	$ 33,224,682	$ -	$ 5,726,310	$ 2,800,150	$ 3,000,000	$ 3,729,770
						$ 48,480,913
Grand total, all funds	**$ 47,735,338**	**$ 22,755,216**	**$ 8,553,768**	**$ 4,485,150**	**$ 3,000,000**	**$ 5,326,853**
						$ 91,856,324
Governmental Treasury Notes & CDARS						
General fund				$ 4,114,753	$ 3,600,000	
Sales Tax/Public Safety fund						
Sales Tax/Infrastructure fund				$ 2,000,000		
Sales Tax/Streets fund				$ 1,000,000		
Sales Tax/LB840 fund						
Street fund		$ -		$ 1,000,000		
Debt Service fund						
KENO fund						
Trust Fund	$ -				$ 125,000	
Airport						
E911				$ 200,000		
ARPA Funds						
Special assessment Fund				$ 850,000		
Employee Benefits						
Work Comp						
Total Governmental T Notes	$ -	$ -	$ -	$ 9,164,753	$ 3,725,000	$ -

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
February 28, 2026

	Statement ending balances					
Account Name	**First National Bank**	**RVR Bank**	**Pinnacle Bank**	**Cornerstone Bank**	**First Community Bank**	**Nebraska Public Investment Trust**
Proprietary Treasury Notes & CDARS						
Electric				$ 8,473,500	$ 9,829,000	
Water	$ -			$ 691,500	$ 3,124,500	$ -
Sewer					$ 2,041,000	
Gas				$ 2,500,000		
Total Proprietary T Notes	$ -	$ -	$ -	$ 11,665,000	$ 14,994,500	$ -
Total Gov't Cash Deposits & Investments	$ 14,510,656	$ 22,755,216	$ 2,827,458	$ 10,849,753	$ 3,725,000	$ 1,597,082
Total Prop. Cash Deposits & Investments	$ 33,224,682	$ -	$ 5,726,310	$ 14,465,150	$ 17,994,500	$ 3,729,770
Grand Total by Institution	$ 47,735,338	$ 22,755,216	$ 8,553,768	$ 25,314,903	$ 21,719,500	$ 5,326,853

City	$ 56,265,165
DU	$ 75,140,413
Grand Total	**$ 131,405,577**

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Michael Chatterson, City Clerk

DATE: March 10, 2026

SUBJECT: Cement/Asphalt/Excavate License Application(s)

Recommendation: Motion to approve the Cement/Asphalt/Excavate workers license applications as presented subject to fulfillment of all licensing requirements

Background: Cement/Asphalt/Excavate workers are required to apply for their first license with the City Council, as there is not an examination given.

There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year, without requiring additional City Council action.

Business	**Applicant**	**Type**
Thompson Construction	Kelly Thompson	Cement Work, Excavate

Fiscal Impact: $40 in revenue for each cement/asphalt/excavation license issued.

FREMONT
HERE WE GROW

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	$40 each	$5,000	April 1st to April 1st of each year
FMC 10-315 House Mover	$25	$5,000	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as:

- [x] Cement Work
- [ ] Asphalt
- [x] Excavate
- [ ] House Mover

License shall be used by applicant as the sole owner of business, which will be conducted under the name of:

Thompson Construction
Business Name

2404 North Lincoln Ave
Business Address

402-704-2008
Telephone

Fremont, NE 68025
City/State/Zip

If the applicant is not the sole owner, provide the names of other owners below:

Kelly Thompson

Applicant agrees to comply with all licensing requirements. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of the Municipal Building to obtain the rules and regulations concerning concrete work.

2/27/26
Date

Kelly Thompson
Signature

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Michael Chatterson, City Clerk

DATE: March 10, 2026

SUBJECT: John C Fremont Days Special Designated License (SDL) for July 11 and July 12, 2026

Recommendation: Approve Resolution 2026-051 authorizing the City Clerk to sign the Local Governing Body Authorization for an outdoor SDL at the Christensen Field Rodeo Arena for John C Fremont Days

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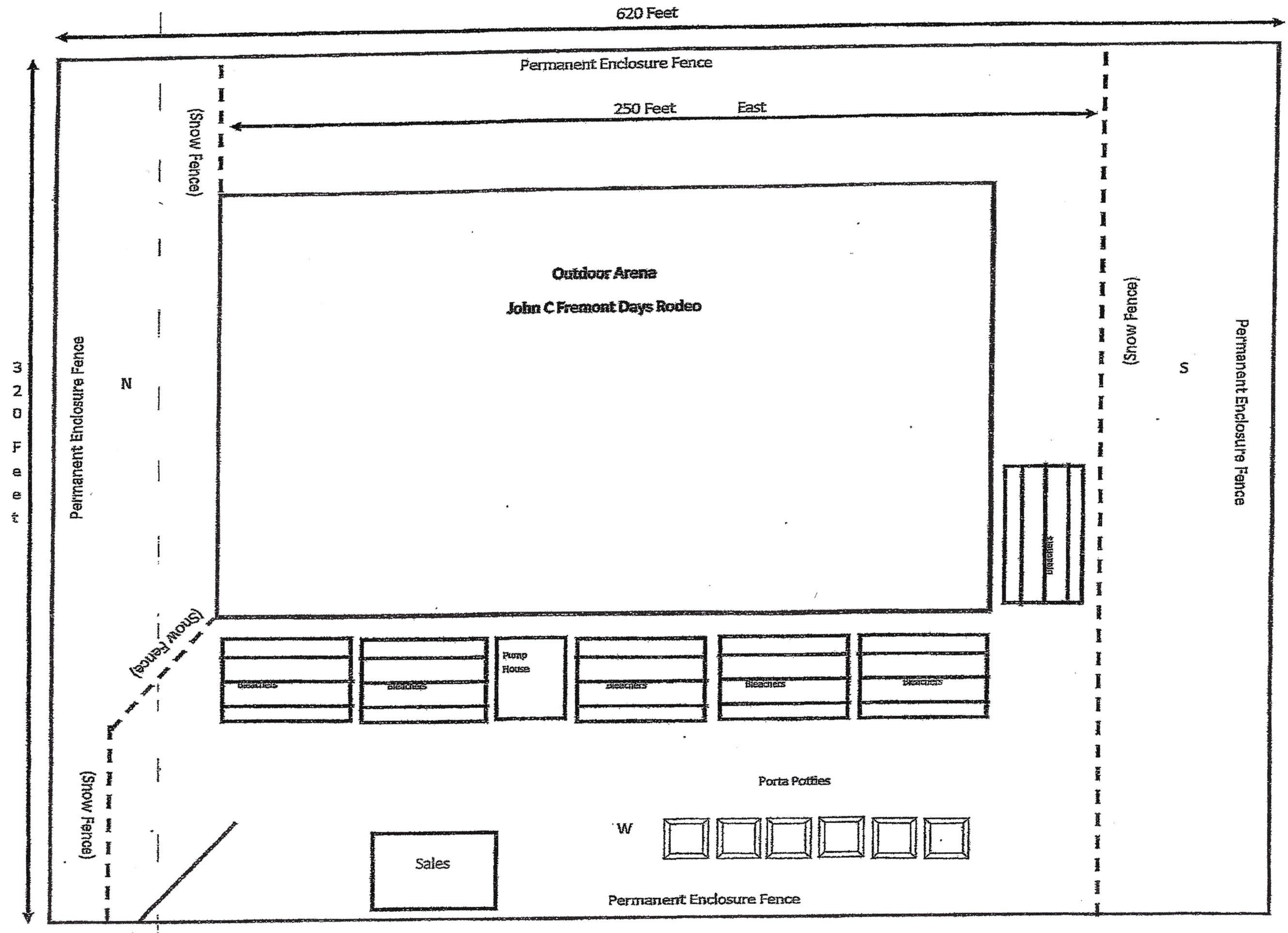
Background: John C Fremont Days has submitted a request for a Special Designated License (SDL) for July 10, 2026 and July 11, 2026 at the Christensen Field Rodeo Arena. As this is an outdoor event, this will require Council action.

Outdoor events require the Special Event application. John C Fremont Days will submit their Special Event Application in the coming weeks. Any Council action on this item will be contingent upon approval of their request for the Christensen Field Rodeo Arena, as part of their multi-facility request, that they submit annually.

Fiscal Impact: None.


620 Feet
Permanent Enclosure Fence
250 Feet
East
(Snow Fence)
Outdoor Arena
John C Fremont Days Rodeo
(Snow Fence)
S
Permanent Enclosure Fence
Bleachers
320 Feet
N
Permanent Enclosure Fence
(Snow Fence)
Bleachers
Bleachers
Pump House
Bleachers
Bleachers
Bleachers
Porta Potties
W
(Snow Fence)
Sales
Permanent Enclosure Fence

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License # _____ Licensee Name/Non-Profit Organization: John C Fremont Days, Inc.

Event location name: Christensen Field Rodeo Arena

Event address/location: 1914 Christenson Field Road, Fremont Ne 68025

Event Type: Rodeo

Event date(s):	7/10/26	7/11/26				
Event start time(s):	5:00pm	5:00pm				
Event end time(s):	11:59pm	11:59pm				

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 600 X 320 (Must submit a diagram)

Estimated number of attendees: 1000

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Connie Dostal Event contact phone number: 402--720-7397

Event contact Email: conniedostal@yahoo.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ OR County of _____ approves the issuance of a Special Designated License as requested above.

_____ Local Governing Body Authorized Signature

_____ Date

Non-Profit Organization Application for Special Designated License

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

John C Fremont Days, Inc
NAME OF CORPORATION

47-0700572
FEDERAL ID NUMBER

President
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 3rd DAY OF Febuary, 2026.

NOTARY PUBLIC SIGNATURE & SEAL

ARIANET RESENDIZ
General Notary - State of Nebraska
My Commission Expires Dec 6, 2028

RESOLUTION NO. 2026-051

A Resolution of The City Council of the City of Fremont, Nebraska, approving the application for a Special Designated License for John C. Fremont Day's as outlined herein and authorizing the City Clerk to sign the attached Special Designated License (SDL) Local Recommendation Form.

WHEREAS, John C. Fremont days has submitted an SDL for July 10 and July 11, 2026; and,

WHEREAS, John C. Fremont Days is a non-profit organization; and,

WHEREAS, approval of this Resolution will be contingent upon Council action of John C. Fremont Day's request for use of the Christensen Field Rodeo Arena and any other applicable City facilities; and,

WHEREAS, the Event is required to comply with all City and State Statutes.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, Nebraska approve the application for an outdoor Special Designated License (SDL) as outlined herein and authorizes the City Clerk to sign the attached Special Designated License Local Recommendation Form.

PASSED AND APPROVED THIS 10TH DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Laura England-Biggs, Library Director

DATE: March 10, 2026

SUBJECT: OCLC CloudLibrary Service Agreement for Mayor's Signature

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Recommendation: Approve Resolution 2026-052 authorizing the Mayor to sign the agreement with OCLC for CloudLibrary services at the discounted cost of $600 for the first year, $1,200 in year 2

Background: The Library currently uses OverDrive/Libby as its primary eBook and eAudiobook provider. CloudLibrary is a competing product from OCLC, with whom the library has had a working relationship for more than 40 years. They provide us with cataloging software, interlibrary loan software and WorldCat, the largest shared online catalog of library resources in the world.

Keene Memorial Library has subscribed to OverDrive since 2009. It remains one of our more heavily used resources – in FY 2025, we saw 97,410 checkouts out of 204,694 among all collections.

As part of the Nebraska OverDrive Consortium, our patrons often have long wait times for their requested titles. CloudLibrary has over 700,000 titles available and several lending models that make it affordable and worth a two-year comparison between services. OCLC is offering a ½ price subscription for the first year of service.

Fiscal Impact: $600 for FY2026, which will be covered by the library's materials budget

City of Fremont Values Addressed:

- Fiscally Responsible
- Quality of Life

Proposal

OCLC Symbol
NFR
Customer ID
37980

Currency
USD
Expires
5/19/2026

Quote # 1000131420
2/18/2026

Keene Memorial Library
1030 N Broad St
Fremont NE 68025
United States

Item Code	Item	Amount
3000342	CloudLibrary Annual Subscription	$1,200.00
Discount		($600.00)
	Total	$600.00

Notes

1st annual 50% discount
2nd year full price

By signing below, Customer agrees that this Order is governed by the OCLC Framework Agreement and the Schedules related to each Product or Service listed on this Order, available at: http://oc.lc/service-agreements (collectively, the "Terms").

Customer acknowledges having read, understood, and agrees to be bound by the Terms. The version of the Terms in effect on the date of this Order will apply. For renewals of the Products and Services, the version of the Terms in effect at the time of renewal will apply, unless otherwise agreed by the parties in writing.

The individual signing this Order certifies that they have full authority to bind the Customer to the terms of this Order and the Terms.

	Dev Sookram	
Signature	**Printed Name**	**Date**

For questions, please contact OCLC representative: Jake Klem at klemj@oclc.org.

C • 6565 Kilgour Pl Dublin OH 43017-3315 United States • +1-800-848-5878 • +1-614-764-6000 www.oclc.org

OCLC

Framework Agreement

INSTITUTION NAME ("Institution")	City of Fremont (NE)
LIBRARY NAME (if different from Institution)	Keene Memorial Library
OCLC SYMBOL (if any)	NFR
STREET ADDRESS	1030 N Broad St.
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	Fremont NE 68025 USA
CONTACT PERSON, JOB TITLE	Laura England-Biggs, Library Director
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	402 727 2694, 402 727 2693 laura.biggs@fremontne.gov

BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

STREET ADDRESS	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	

Is Institution considered exempt from tax in the country in which it is located? ☒ Yes ☐ No

Signatures follow on next page

SIGNATURES

By signing below, Institution: (1) acknowledges that Institution has read and agrees that the terms of this Agreement, as defined herein, shall become effective upon full execution of the Agreement ("Effective Date"); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.

Institution

Signature: _____

Name: Dev Sookram

Title: Mayor, City of Fremont

Date: _____

OCLC, Inc.

Signature: Jake Klem

Name: Jake Klem

Title: Account Executive

Date: 2/26/2026

Notice Adress for Institution

Name: Laura England-Biggs

Email: laura.biggs@fremontne.gov

Notice Address for OCLC, Inc.

Name: Jake Klem

Email: klemj@oclc.org

Section 1 Schedules Incorporated

By marking the box associated with the Products and Services to which this Agreement applies below, Institution hereby subscribes to those Products and Services selected, and agrees to the associated schedule set forth at the links below. Institution may also subscribe to Products and Services by initialing an attached schedule for that Product or Service. Those schedules located at the links associated with the selected Products or Services in the table below and/or any schedules attached hereto are hereby incorporated into this Agreement (the "Schedule" or "Schedules").

Products and Services Provided	Associated Schedule
☐ WorldShare® Management Services	Schedule 1 - WMS https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf
☐ WMS Sandbox	Schedule 1.A - WMS Sandbox https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf
☐ WorldShare Metadata / OCLC Cataloging	Schedule 2 - WorldShare Metadata / OCLC Cataloging https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02-WorldShare-Metadata-OCLC-Cataloging-EN-US.pdf
☐ Group Catalog	Schedule 2.A - Group Catalog https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf
☐ OCLC Small Library Edition	Schedule 2.B – OCLC Small Library Edition https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02B-OCLC-Small-Library-Edition-EN-US.pdf
☐ WorldCat® Discovery Services	Schedule 3 - WorldCat Discovery Services https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03-WorldCat-Discovery-Services-EN-US.pdf
☐ WorldCat® Discovery Services/FirstSearch	Schedule 3.A - WorldCat Discovery Services/FirstSearch https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03A-WorldCat-Discovery-Services-FirstSearch-EN-US.pdf
☐ WorldCat® Visibility	Schedule 3.B – WorldCat Visibility https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf
☐ WorldShare License Manager	Schedule 4 - WorldShare License Manager https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-04-WorldShare-License-Manager-EN-US.pdf
☐ WorldShare Collection Evaluation	Schedule 5 - WorldShare Collection Evaluation https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-05-WorldShare-Collection-Evaluation-EN-US.pdf
☐ CONTENTdm®	Schedule 6 - CONTENTdm https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf
☐ EZProxy®	Schedule 7 - EZProxy https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZproxy-EN-US.pdf
☐ WebDewey®	Schedule 8 - WebDewey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf
☐ OCLC WebJunction®	Schedule 9 - WebJunction https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf
☐ WorldShare Interlibrary Loan Services ("ILL")	Schedule 10 - WorldShare Interlibrary Loan Services ("ILL") https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10-WorldShare-ILL-EN-US.pdf
☐ ILLiad	Schedule 10.A - ILLiad https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf
☐ Tipasa®	Schedule 10.B - Tipasa https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf
☐ WorldCat.org	Schedule 11 - WorldCat.org https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf
☐ OCLC Wise ("Wise")	Schedule 14 - Wise https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf
☐ CapiraMobile™	Schedule 15 - CapiraMobile https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf
☐ MuseumKey	Schedule 18 - MuseumKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf
☐ LendingKey	Schedule 19 - LendingKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf
☐ Talis	Schedule 20 – Talis https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf
☐ Choreo Insights	Schedule 21 – Choreo Insights https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-21-Choreo-Insights-EN-US.pdf
☐ OCLC Meridian	Schedule 22 – OCLC Meridian https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-22-OCLC-Meridian-EN-US.pdf
☑ cloudLibrary	Schedule 23 – cloudLibrary https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-23-cloudLibrary-EN-US.pdf
☐ GreenGlass®	Schedule 24 – GreenGlass https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-23-cloudLibrary-EN-US.pdf

7.

Section 2 Scope & Construction

This "Agreement", including the Framework Agreement and the Schedule(s) selected in Section 1, establishes the general terms and conditions for the provision of Products and Services. In case of a conflict in terms between the Framework Agreement and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution accepts or executes multiple agreements with OCLC for the same Products and/or Services, the order of precedence for the control of terms shall be (1) a negotiated Framework Agreement representing unique terms between OCLC and Institution, if one exists; (2) the most recently executed or accepted agreement.

Section 3 Definitions

In this Framework Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined below:

3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.

3.2 **Holdings Data** means all the ownership and license data in relation to Institution's collection (including electronic resources).

3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API's and the like) provided by third parties.

3.4 **Institution Data** means (i) the Holdings Data in relation to Institution's collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.

3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution, subject to the rights granted to OCLC herein

3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.

3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.

3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.

3.9 **Services** mean the Hosted Services and Professional Services.

3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution's organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.

3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.

3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

4.1 **General**. OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description active on the Effective Date. Further information can be found at https://www.oclc.org/en/services.html. Institution shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Institution's failure to provide such assistance or information.

4.2 **Modifications**. OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.

4.3 **Support**. Support services will be provided in accordance with the support service description set forth in the relevant Schedule. Further information is available at http://www.oclc.org/support/home.en.html.

4.4 **Limitations**. Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

Section 5 Ownership and Licenses

5.1 **Ownership**

a) **OCLC Intellectual Property**. OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.

b) **Institution Data.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without

limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.

5.2 Licenses

a) **Products and Services.** Subject to the terms of this Agreement and the applicable Schedule(s), Institution's license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.

b) **Institution Data.** Institution grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Institution grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and otherwise use Shared Data. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

Section 6 Term and Termination

6.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for the initial term specified in a pricing document, upon the expiration of which, the Agreement shall renew annually unless terminated according to Section 6.2, or if no such term is specified, the duration that Institution has access to the applicable Products or Services (the "Term"), subject to the earlier termination of this Agreement pursuant to Section 6.2 below.

6.2 Termination. This Agreement or individual Schedules may be terminated in one of the following ways:

a) By either party, effective at the end of the initial subscription period, which shall be as set forth in the agreed upon pricing document, or any renewal period, as which shall be as set forth in any renewal notice issued pursuant to Section 7.2, by providing the other party with at least 30 days' prior written notice of its desire to not renew a Product or Service;

b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;

c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or

d) As otherwise explicitly provided in this Agreement.

6.3 Effect of Termination. Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

Section 7 Fees and Payment Terms

7.1 Fees. Institution shall pay the applicable charges based on their agreed upon pricing document. In the absence of an agreed upon pricing document, (i) OCLC's prevailing price for the Products and Services shall govern; and (ii) payments shall be made to OCLC annually; such annual payments will be billed upon the beginning of the applicable subscription period an shall be paid according to the terms stated on the invoice. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.

7.2 Price Changes. OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.

7.3 Non-refundable. Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 6.2 (a), or (ii) Institution terminates the

Agreement or a Schedule pursuant to Section 6.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

7.4 **Proprietary Information**. Institution agrees that OCLC's pricing information is proprietary to OCLC, and agrees to maintain confidentiality of such proprietary information, as well as any other information which OCLC communicates in writing to be proprietary or confidential, for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

Section 8 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. INSTITUTION MAY INTEGRATE OCLC'S PRODUCTS AND SERVICES WITH THIRD PARTY PRODUCTS AND SERVICES. HOWEVER, IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF SUCH THIRD-PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF A DATA OR A SECURITY BREACH ORIGINATING FROM SUCH THIRD PARTY SOFTWARE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 9 Privacy and Security

9.1 **Data Security**. OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Products and Services and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.

9.2 **Audit**. OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard.

9.3 **Nondisclosure of Internal Data**. OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.

9.4 **Prohibitions**. Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.

9.5 **Unauthorized Disclosures**. OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals, regulators, or other organizations subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

9.6 **Data Processing Agreement.** To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the following shall apply: The terms of the Data Processing Agreement ("DPA") at https://policies.oclc.org/en/privacy/data-privacy-agreements.html are hereby incorporated by reference and shall apply if and to the extent that Institution Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the Standard Contractual Clauses shall apply, as further set forth in and defined by the DPA.

For the purposes of the Standard Contractual Clauses, Institution and its applicable Affiliates, as defined by the DPA, are each the data exporter, and Institution's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

Section 10 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 11 Use of Products and Services

11.1 General. Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.

11.2 Credentials. Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's API keys and/or credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's API keys or credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.

11.3 Enforcement by OCLC. OCLC reserves the right to: (i) investigate any violation of this Section or misuse of Products or Services; (ii) enforce this Section; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS SECTION MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS SECTION MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

Section 12 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 6.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

Section 13 General

13.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at https://www.oclc.org/content/dam/oclc/membership/membership-qualifying-subscriptions.pdf. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.

13.2 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

13.3 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

13.4 Force Majeure. Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.

13.5 Non-Waiver. A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.

13.6 Severability. If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.

13.7 Entire Agreement. This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.

13.8 Notice. Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if received by a party via e-mail to the e-mail address for such party set forth in Section 1 , or by such other means as has been agreed by the parties in writing.

13.9 Counterparts and Signatures. This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument. Any signature (including any electronic signature, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other contract, record, certificate, or other document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system.

Section 14 Special Terms for Group Orders Only

Where a lead institution in a consortium (the "Group Administrator") is ordering on behalf of itself and other consortium members, this Section applies:

14.1 **Ordering**. Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.

14.2 **Consortium Member's Agreement**. Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.

14.3 **Payment by Group Administrator**. Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.

14.4 **Non-exclusivity**. Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

SCHEDULE 23
cloudLibrary

1. Description

OCLC's cloudLibrary provides digital technology services to libraries used to distribute, lend, manage and protect the copyright content of eBook, audio book, digital magazines, newspapers, comics, graphic novels, manga, streaming videos, and other digital media, and provides libraries' patrons access to such digital content via the cloudLibrary app.

2. Definitions

2.1 "**Digital Content**" consists of digital files and titles to which Institution has purchased access and are accessible through the System to Institution hereunder for lending to Patrons.

2.2 "**Patron(s)**" mean those persons that Institution authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Institution using the Services.

2.3 "**Primary Support**" means service provided by Institution to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.

2.4 "**Secondary Support**" means technical support services to be provided by OCLC to Institution including reasonable efforts to assist Institution in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements, and new versions of the Services.

2.5 "**Software**" means any and all software, and related documentation, provided to or accessed by Institution in utilizing the Services.

2.6 "**System**" means the vehicle used to access, distribute, lend, and manage Digital Content.

2.7 All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

3. Payment Terms

During the initial term specified in a pricing document, Institution shall make a minimum Digital Content purchase ("Minimum Purchase") as stated on the pricing document. Institution acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Institution fails to meet its Minimum Purchase obligations, then OCLC may, in addition to any available remedies, invoice Institution for the remaining amount of the Minimum Purchase.

4. OCLC Services

4.1 OCLC will provide Services to Institution pursuant to the terms of this Agreement. Nothing hereunder grants any right to Institution to the use of, or access to, any Software or System source code. Further, these terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt. "Products" do not include Digital Content and nothing herein shall prevent Institution from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with OCLC or its publishers or suppliers.

4.2 OCLC has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by OCLC's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to Institution, Institution will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

4.3 Institution acknowledges that some errors or defects may exist or arise in the System. OCLC's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support provided at such times and by such methods as are mutually agreed upon by the Parties.

4.4 Institution acknowledges that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

5. Responsibilities of Institution

5.1 Institution shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Institution shall take reasonable steps to ensure that its employees, agents, and others under its direction abide by the terms of this Agreement.

5.2 Institution assumes responsibility for providing a suitable network and internet system for integration of System into Institution's website or other systems at its own expense. Institution agrees that it will be responsible for its own expenses and costs and that OCLC will have no obligations to reimburse Institution for any expenses or costs incurred by Institution

in the preparation, systems integration, use of the System, or for any performance of Institution's duties necessary to make use of the System or Services.

5.3 Except for the System configured and hosted by OCLC, Institution is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with Institution's integrated Institution system. Institution agrees to perform Primary Support for Patrons using its System. Institution shall perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by OCLC and as modified from time-to-time. OCLC will provide Institution with documentation regarding Primary Support and OCLC support personnel will be available for Secondary Support by e-mail and phone.

5.4 Institution shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon OCLC.

5.5 Institution may not, without OCLC's prior written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Institution agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

5.6 Institution shall use reasonable efforts to operate its own website in compliance with the terms of this Agreement and will at its own expense comply with all applicable laws, ordinances, rules, and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.

6. Copyright Protection, Patron Authentication, Data Security and Data Aggregation

6.1 For so long as Institution is using the Software and receiving the Services, Institution shall reasonably cooperate with OCLC to achieve OCLC's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OCLC supplied Digital Content and Products. Institution shall keep appropriate documentation and System information and provide OCLC access to the System to validate total number of downloads of Digital Content. Institution shall provide OCLC access to a test Patron account for purposes of validating the system's performance relating to the Services. Institution shall reasonably cooperate with OCLC to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OCLC at its own expense and during regular business hours and in such a manner as not to interfere with Institution's normal activities.

6.2 OCLC may use data stored in the System for other commercial purposes, including but not limited to a) ISBN; b) name of Digital Content; c) Institution with postal address; d) quantity of Digital Content purchased by Institution; and e) and other Digital Content circulation data ("Aggregated Data"). OCLC will not disclose personally identifiable Patron information to third parties.

RESOLUTION NO. 2026-052

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the agreement with OCLC for CloudLibrary services in the amount of $600 for the first year, $1,200 for the second year.

WHEREAS, Keene Memorial Library wishes to offer CloudLibrary eBooks and eAudiobooks to the Fremont community; and

WHEREAS, OCLC has provided a quote and agreement for those services.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorizes the Mayor to sign the agreement with OCLC for CloudLibrary services in the amount of $600 for the first year, $1,200 for the second year.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator
Jennifer Birkhofer, Deputy Police Chief

DATE: March 10, 2026

SUBJECT: Fremont Area Community Foundation Police Department Grant Award

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Recommendation: Approve Resolution 2026-054 accepting the grant award in the amount of $30,000 to fund the replacement of Police cruiser computers

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Background: The City of Fremont recently received notification of a grant award from the Fremont Area Community Foundation to fund the replacement of police cruiser computers to new, portable computers that are fully operational outside of the vehicle.

The project is estimated at $80,000 with a gap-fund grant award of $30,000.

A signed grant agreement is a requirement of the award.

Fiscal Impact: $80,000 with $30,000 in gap-funded grant award and $50,000 in budgeted capital funds.

FREMONT AREA COMMUNITY FOUNDATION
1005 E. 23rd St., Suite 2
Fremont, NE 68025

RE: FACF APPROVED GRANT APPLICATION
Special Projects Fund – **Police Technology Improvement Project**

Dear Board of Directors:

We hereby accept the last dollar grant awarded to fund our project in the amount of $30,000 from the Fremont Area Community Foundation.

We also agree to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter and not for any other purpose without the Foundation's prior written approval.
2. To notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, (c) Grantee's ability to expend the grant for the intended purpose, and (d) any expenditure from this grant for any purpose other than those for which the grant was intended.
3. To maintain books and records adequate to demonstrate that it maintained the grant funds in a separate fund dedicated to the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
4. To give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.
6. To return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein.
7. To allow the Foundation to review and approve the content of any proposed publicity concerning this grant prior to its release and to recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
8. To allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.
9. To submit a written report summarizing the project promptly following the end of the period during which you are to use all grant funds and to submit any interim reports the Foundation may require. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the use and expenditure of grant funds.

The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

Dated: _____

_____

Organization

_____

Address

By: _____

Title: _____

RESOLUTION NO. 2026-054

A Resolution of the City Council of the City of Fremont, Nebraska authorizing award acceptance and execution of the award conditions for a grant award from the Fremont Area Community Foundation.

WHEREAS, having portable cruiser computers enhances the operational capacity of the Fremont Police Department; and,

WHEREAS, the City of Fremont was awarded $30,000 in grant funding from the Fremont Area Community Foundation to purchase portable cruiser computers that are fully operational outside of the vehicle.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fremont, Nebraska, accepts the grant award from the Fremont Area Community Foundation in the amount of $30,000 and authorizes the Mayor to execute the necessary grant documents.

PASSED AND APPROVED THIS 10th DAY OF MARCH 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dean Kavan, Stores Supervisor
Ryon Palmer, Fleet Manager

DATE: March 10, 2026

SUBJECT: Purchase of Vermeer LP873SDT HVY Vac Trailer

Recommendation: Approve resolution 2025-055 authorizing the purchase of a Vermeer LP873SDT HVY Vac Trailer in the amount of $134,714.89

Background: The Utilities Warehouse has budgeted funds to purchase a Vermeer LP873SDT HVY Vac Trailer. This unit will be a replacement for an older Vac Trailer in our current fleet. The replaced unit will be sold at auction.

Staff took into consideration: overall size of the unit, weight capacity, horsepower, total boom height, and the versatility of the unit.

A specification was developed, and a quote returned on a unit that would meet the Utilities' requirements.

The price below is based on Sourcewell Contract #110421-VRM.

Vermeer High Plains	$ 134,714.89

This item was considered by the Utility and Infrastructure Board at their February 24, 2026 meeting, and was approved with a 4-0 vote.

Fiscal Impact: FY 2025-2026 Capital Budget Expenditure of $134,714.89 (plus tax)

Vermeer High Plains

11305 South 152nd Ave • Omaha, NE 68138

402-934-3450 Call or Text

www.vermeerhp.com

Ship To: IN STORE PICKUP

Branch		
02 - OMAHA, NE		
Date	Time	Page
02/04/2026	6:41:00 (O)	1
Account No	Phone No	Inv No 02
FREMO005	4027272821	Q01573
Ship Via	Purchase Order	
Tax ID No		
STEVE BUNDA		Salesperson 166

Invoice To: FREMONT DEPT. OF UTILITIES
EMAIL INVOICES
400 E MILITARY
FREMONT NE 68025

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 02/27/2026 Amount

New VERMEER LP SD Traile LP873SDT HVY W/ BOOM,20K GVWR 129778.89
****INCLUDING THE FOLLOWING OPTIONS****
LP873SDT HVY W/ BOOM,20K GVWR
YANMAR 49 HP EFI DIESEL ENGINE, HOT BOX OR BOOM
HYDRAULIC JACK
4 HOSE AND TOOLING FOR BOOM UNITS
SHT TRAILER
RECIRCULATION KIT

Miscellaneous Charges/Credits
==========

FREIGHT AND PREP Qty: 1 Price: 4936.00 4936.00

Subtotal: 134714.89
Quote Total: 134714.89

Authorization: _____
THIS IS SOURCEWELL CONTRACT 110421-VRM
3 YEAR PARTS AND LABOR $5047.46

Good for thirty (30) days from date of quote.

Thank You For Your Business!

RESOLUTION NO. 2026-055

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the purchase of a Vermeer LP873SDT HVY Vac Trailer.

WHEREAS, the Utilities Warehouse has budgeted funds to purchase a Vermeer LP873SDT HVY Vac Trailer. This unit will replace an older unit in our current fleet; and,

WHEREAS, a specification was developed, and a Sourcewell quote returned for Vermeer LP873DT HVY Vac Trailer that will meet the Utility Department needs; and,

WHEREAS, Staff concluded that Vermeer High Plains had the unit that best met the requirements of the department and was the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize the Utilities Staff to sign a purchase agreement and issue a purchase order to Vermeer High Plains for $134,714.89 (plus tax).

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Gillis, Director of Public Works

DATE: March 10, 2026

SUBJECT: Municipal Building Renovation Design Contract

Recommendation: Approve 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

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.

RESOLUTION NO. 2026-056

A Resolution of the City Council of the City of Fremont, Nebraska to award the design contract for the City of Fremont Municipal Building renovation to Schemmer Associates.

WHEREAS, the City of Fremont Municipal Building was originally built in the 1970's and served as a Savings and Loan. The City of Fremont purchased the building and moved City operations into the facility in the 1990's; and,

WHEREAS, three proposals were received on Wednesday, February 4, 2026; and,

WHEREAS, Staff recommend awarding the contract to Schemmer Associates, the lowest responsible firm, with a proposal of $327,600.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign the contract with Schemmer Associates to provide: Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration for the Fremont Municipal Building renovation in the amount of $327,600.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator

DATE: March 10, 2026

SUBJECT: Performance Contract with Dylan Bloom

Recommendation: Approve Resolution 2026-057 authorizing the Mayor to sign the Performance Contract with Dylan Bloom in the amount of $3,500

Background: In July 2025, the Fremont Creative District was accepted to participate in the Sculpture Walk Across Nebraska (SWAN) program. This project is being funded through a Development Grant received from the Nebraska Arts Council. Sculptures for the 2026 program will be installed in May 2026.

The Fremont Creative District partnered with the Parks and Recreation Department on a Civic and Community Center Financing Fund grant to fund improvements at John C. Fremont Park, including an amphitheater and auxiliary building.

To highlight both projects, the Fremont Creative District is developing a kickoff celebration scheduled for June 27, 2026. Dylan Bloom will be performing live music from 7pm – 10pm during the event. Absent any unforeseen complications, Bloom will perform in the amphitheater.

Dylan Bloom is a country music artist from North Bend, Nebraska. According to Bloom's website, he has written and released 2 full albums, 1 EP and 6 singles totaling over 6.5 million streams. A link to his website with additional information can be found here: https://dylanbloom.com/home

Fiscal Impact: A $3,500 artist fee, funded through the Nebraska Arts Council Development grant.

DYLAN BLOOM PERFORMANCE CONTRACT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective **02/24/2026** by and between **the City of Fremont** (hereinafter referred to as the "Purchaser") and Artist **DYLAN BLOOM.**
WITNESSETH:
In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

1. Entertainers. The Artist **DYLAN BLOOM**
2. Venue. The place of performance is at **(**(hereinafter referred to as the "Venue")
John C Fremont City Park (8th & Broad Streets)
3. Performance. The entertainment to be provided by Entertainers is generally described as Country/Rock (hereinafter referred to as the "Performance").
4. Time of Performance. The date of the Performance shall be **6/27/26**, Time of performance **7-10PM**
5. Agreement to Perform. Artist agrees to provide the Performance in accordance with the terms of this Agreement and riders heres to.
6. Artist Fee. Purchaser agrees to pay Artist or his agent the amount of **$3200** and provide accomodations (ref 13) for performance. **The** Artist fee shall be paid in cash, or check, made out to Dylan Bloom. Payment must be made day of performance and preferably 1 hour prior to Performance.
7. Excuse of Obligations. Purchaser and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, occupancy restrictions from any local, state or federal agency that limits occupancy in any facilities to be utilized for the scheduled events below 100% capacity, act of God or any other legitimate condition or occurrence beyond their respective control.
If event is unable to happen due to these circumstances the Artist will work with purchaser to reschdule event.
8. Merchandising. Artist shall have the sole right to display and sell merchandise at the Venue and retain 100% of the proceeds there from. Purchaser will insure that there is no concession fee assigned to the Artist. Purchaser will supply one table in a primary and visible location for sale.
9. Promotion. Purchaser shall be entitled to advertise and promote the appearance of the Artist and the Performance as **DYLAN BLOOM** The Artist acknowledges that Purchaser will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the event. Artist hereby acknowledges and agrees that Purchaser may use their name, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Performance. Promotional items are available upon request.
10. Stage and Power. Purchaser shall furnish clean and adequate power for band and suitable stage. Preferably a 220v 4 Prong NEMA 50 Amp Plug. Entertainer Dylan Bloom will provide/hire the light and sound produciton.
11. See Exhibit A - E-Verify

Accomodations: Food or food tickets for band, 2 cases of water, 1 bag of Ice, and 45' parking area for tour bus near to stage as possible for loadin and loadout.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.
AGREED TO AND ACCEPTED:
BY:
"AGENT"
<<Dylan Bloom>>

(An authorized signatory)
BY:
"PURCHASER"
<<Board member >>

_____
(An authorized signatory)

Exhibit A

E-VERIFY

Contractor, if not already registered, 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. Every contract between Company and a subcontractor shall, as applicable, contain a provision requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

RESOLUTION NO. 2026-057

A Resolution of the City Council of the City Of Fremont, Nebraska, authorizing the Mayor to sign the Performance Contract with Dylan Bloom.

WHEREAS, to highlight the improvements at John C. Fremont Park and the installation of the Fremont Sculpture Walk, the Fremont Creative District is developing a kickoff celebration scheduled for June 27, 2026; and,

WHEREAS, Dylan Bloom will be using the amphitheater to perform live music from 7pm – 10pm during the event.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska, authorize the Mayor to sign the Performance Contract with Dylan Bloom.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: March 10, 2026

SUBJECT: Purchase of Sweetwater Line Tamer CT2786C Gas Pipe Trailer

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Recommendation: Approve Resolution 2026-060 approving the purchase of a Sweetwater Line Tamer CT2786C Gas Pipe Trailer in the amount of $64,064.75

Background:

The Gas Department has budgeted funds to purchase a Gas Pipe Trailer, for use by 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 Staff to maintain a high level of efficiency.

When researching Staff 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.

A specification was developed, and multiple quotes were returned and this model best meets the Department's requirements.

Industrial Sales	$61,564.75
Freight	$2,500.00
Total (Before Tax)	$64,064.75

This item will be considered at the March 10, 2026 Utility and Infrastructure Board Meeting.

Fiscal Impact: FY 2025-2026 Capital Budget Expenditure of $ 64,064.75 (plus tax).

QUOTATION

INDUSTRIAL SALES
A Winsupply Company

Winsupply 0259 ACQ Co.
DBA: Industrial Sales

Kansas
1150 W. Marley Rd.
Olathe, KS 66061
913-829-3500 • 800-662-6750
913-829-3515 (Fax)

Nebraska
14503 Prairie Corners Rd.
Omaha, NE 68138
402-896-5700 • 800-366-6880
402-896-5705 (Fax)

www.industrialsales.us

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

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

ORDERS QUOTED OR OTHERWISE SUBMITTED ARE SUBJECT TO THE INDUSTRIAL SALES/WINSUPPLY TERMS AND CONDITIONS OF 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
Authorization: _____ Quote Total: 37200.00

Thank You For Your Business!

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.

_____

_____

_____

_____

_____

_____

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

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 _____

RESOLUTION NO. 2026-060

A Resolution of the City Council of the City of Fremont, Nebraska, approving the purchase of a Sweetwater Line Tamer CT2786C Gas Pipe Trailer.

WHEREAS, the Gas Department has budgeted funds to purchase a Sweetwater Line Tamer CT2786C Gas Pipe Trailer for use by Staff. This unit will be an addition to our current fleet; and,

WHEREAS, a specification was developed, and a quote returned for Sweetwater Line Tamer CT2786C Gas Pipe Trailer that will meet the Utility Department's requirements.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Utilities Staff to sign a purchase agreement and issue a purchase order to Industrial Sales for $64,064.75 (plus tax).

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

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

---

Recommendation: Approve Resolution 2026-061 authorizing Staff to sign WAPA 12-UGPR 1035 Amendment 1, 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledgement Form

---

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.

These items will be discussed at the March 10, 2026 Utility and Infrastructure Board meeting.

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

13.

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

Section	Title	Page
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Agreement	3
4.	Term of Contract	3
5.	Expiration of Existing Contracts	4
6.	Firm Electric Power and Energy to be Furnished	4
7.	Reactive Power	6
8.	Billing and Payment Provisions	7
9.	Creditworthiness Procedures	7
10.	Bill Crediting	7
11.	Power and Energy Deliveries	8
12.	Delivery Arrangements	9
13.	Integrated Resource Plan Requirements	10
14.	Terms and Conditions Currently Under Development	10
15.	Enforcement Authority	11
16.	Severability	11
17.	Exhibits Made Part of the Contract	11
18.	General Power Contract Provisions	11
	Signatures	12

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 EXISITING 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 _____

Title Power Marketing Manager

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF FREMONT, NEBRASKA

By _____

Title Mayor

Address 400 E Military

Fremont, NE 68025-1468

Attest:

By _____

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 30th 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

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)

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)

Section	Title	Page
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Agreement	2
4.	Term of Amendment	2
5.	Modification of the General Power Contract Provisions Section of the Original Contract	2
6.	Original Contract to Remain in Full Force and Effect	2
7.	Use of Digital Signatures	3
8.	Execution in Counterparts	3
	Signatures	4

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 coincidently 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 _____

Attest:

Title _____

By _____

Address 400 E Military Ave

Title _____

Fremont, NE 68025-5141

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

Page

I. **APPLICABILITY.**
1. Applicability 2

II. **DELIVERY OF SERVICE PROVISIONS.**
2. Character of Service 2
3. Use of Capacity or Energy in Excess of Contract Obligation 2
4. Continuity of Service 2
5. Multiple Points of Delivery 2-3
6. Metering 3
7. Existence of Transmission Service Contract 3
8. Conditions of Transmission Service 4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries 4
10. Construction, Operation, and Maintenance of Contractor's Power System 4

III. **RATES, BILLING, AND PAYMENT PROVISIONS.**
11. Change of Rates 5
12. Minimum Seasonal or Annual Capacity Charge 5
13. Billing and Payment 5
14. Nonpayment of Bills in Full When Due 5-6
15. Adjustments for Fractional Billing Period 6
16. Adjustments for Curtailments to Firm Service 6

IV. **POWER SALES PROVISIONS.**
* 17. Resale of Firm Electric Service (Wholesale Sales for Resale) 7
18. Distribution Principles 7
19. Contract Subject to Colorado River Compact 7

V. **FACILITIES PROVISIONS.**
20. Design Approval 7
21. Inspection and Acceptance 8
22. As-Built Drawings 8
23. Equipment Ownership Markers 8
24. Third-Party Use of Facilities 8
25. Changes to Western Control Facilities 8
26. Modification of Western Facilities 9
27. Transmission Rights 9
28. Construction and Safety Procedures 9-10
29. Environmental Compliance 10
30. Responsibility for Regulated Materials 10

VI. **OTHER PROVISIONS.**
31. Authorized Representatives of the Parties 10
32. Effect of Section Headings 10
33. Operating Guidelines and Procedures 10
34. Uncontrollable Forces 11
35. Liability 11
36. Cooperation of Contracting Parties 11
37. Transfer of Interest in the Contract or Change in Preference Status 11-12
38. Choice of Law and Forum 12
39. Waivers 12
40. Notices 12
41. Contingent Upon Appropriations and Authorization 13
42. Covenant Against Contingent Fees 13
43. Contract Work Hours and Safety Standards 13
* 44. Compliance with Federal Anti-Discrimination Laws 13
45. Use of Convict Labor 13

* 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 the 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
GENERAL POWER CONTRACT PROVISIONS

Page

I. **APPLICABILITY.**
1. Applicability 2

II. **DELIVERY OF SERVICE PROVISIONS.**
2. Character of Service 2
3. Use of Capacity or Energy in Excess of Contract Obligation 2
4. Continuity of Service 2
5. Multiple Points of Delivery 2-3
6. Metering 3
7. Existence of Transmission Service Contract 3
8. Conditions of Transmission Service 4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries 4
10. Construction, Operation, and Maintenance of Contractor's Power System 4

III. **RATES, BILLING, AND PAYMENT PROVISIONS.**
11. Change of Rates 5
12. Minimum Seasonal or Annual Capacity Charge 5
13. Billing and Payment 5
14. Nonpayment of Bills in Full When Due 5-6
15. Adjustments for Fractional Billing Period 6
16. Adjustments for Curtailments to Firm Service 6

IV. **POWER SALES PROVISIONS.**
* 17. Resale of Firm Electric Service (Wholesale Sales for Resale) 7
18. Distribution Principles 7
19. Contract Subject to Colorado River Compact 7

V. **FACILITIES PROVISIONS.**
20. Design Approval 7
21. Inspection and Acceptance 8
22. As-Built Drawings 8
23. Equipment Ownership Markers 8
24. Third-Party Use of Facilities 8
25. Changes to Western Control Facilities 8
26. Modification of Western Facilities 9
27. Transmission Rights 9
28. Construction and Safety Procedures 9-10
29. Environmental Compliance 10
30. Responsibility for Regulated Materials 10

VI. **OTHER PROVISIONS.**
31. Authorized Representatives of the Parties 10
32. Effect of Section Headings 10
33. Operating Guidelines and Procedures 10
34. Uncontrollable Forces 11
35. Liability 11
36. Cooperation of Contracting Parties 11
37. Transfer of Interest in the Contract or Change in Preference Status 11-12
38. Choice of Law and Forum 12
39. Waivers 12
40. Notices 12
41. Contingent Upon Appropriations and Authorization 13
42. Covenant Against Contingent Fees 13
* 43. Contract Work Hours and Safety Standards 13
* 44. ~~Equal Opportunity Employment Practices~~Compliance with Federal Anti-Discrimination Laws 13
45. Use of Convict Labor 13

*~~Legal Citation~~ Revised ~~September 1, 2007~~ 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 the 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

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

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

Section	Title	Page
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Definitions	2
4.	Agreement	3
5.	Term	3
6.	Existing Firm Electric Service Contract	4
7.	REC Principles	4
8.	Billing and Payment Provisions	5
9.	General Power Contract Provisions	6
10.	No Third-Party Beneficiaries	6
11.	Use of Digital Signatures	6
12.	Execution in Counterparts	6
	Signatures	7

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

Page

I. **APPLICABILITY.**
1. Applicability 2

II. **DELIVERY OF SERVICE PROVISIONS.**
2. Character of Service 2
3. Use of Capacity or Energy in Excess of Contract Obligation 2
4. Continuity of Service 2
5. Multiple Points of Delivery 2-3
6. Metering 3
7. Existence of Transmission Service Contract 3
8. Conditions of Transmission Service 4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries 4
10. Construction, Operation, and Maintenance of Contractor's Power System 4

III. **RATES, BILLING, AND PAYMENT PROVISIONS.**
11. Change of Rates 5
12. Minimum Seasonal or Annual Capacity Charge 5
13. Billing and Payment 5
14. Nonpayment of Bills in Full When Due 5-6
15. Adjustments for Fractional Billing Period 6
16. Adjustments for Curtailments to Firm Service 6

IV. **POWER SALES PROVISIONS.**
* 17. Resale of Firm Electric Service (Wholesale Sales for Resale) 7
18. Distribution Principles 7
19. Contract Subject to Colorado River Compact 7

V. **FACILITIES PROVISIONS.**
20. Design Approval 7
21. Inspection and Acceptance 8
22. As-Built Drawings 8
23. Equipment Ownership Markers 8
24. Third-Party Use of Facilities 8
25. Changes to Western Control Facilities 8
26. Modification of Western Facilities 9
27. Transmission Rights 9
28. Construction and Safety Procedures 9-10
29. Environmental Compliance 10
30. Responsibility for Regulated Materials 10

VI. **OTHER PROVISIONS.**
31. Authorized Representatives of the Parties 10
32. Effect of Section Headings 10
33. Operating Guidelines and Procedures 10
34. Uncontrollable Forces 11
35. Liability 11
36. Cooperation of Contracting Parties 11
37. Transfer of Interest in the Contract or Change in Preference Status 11-12
38. Choice of Law and Forum 12
39. Waivers 12
40. Notices 12
41. Contingent Upon Appropriations and Authorization 13
42. Covenant Against Contingent Fees 13
43. Contract Work Hours and Safety Standards 13
* 44. Compliance with Federal Anti-Discrimination Laws 13
45. Use of Convict Labor 13

* 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 the 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)

are imported from WREGIS to M-RETS annually. RECs originating from the Yellowtail Dam may not be compatible for exporting to tracking system accounts outside of M-RETS due to system incompatibility (i.e., M-RETS to North American Renewables Registry).

7. WAPA shall hold each Participant's RECs in separate subaccounts in M-RETS, unless other arrangements have been requested. WAPA will not sell or retire RECs for Participants.
8. Participants may request other arrangements for the tracking and management of their RECs which include: 1) managing their own RECs in M-RETS; 2) managing their own RECs in a tracking system compatible with receiving exports from M-RETS (compatible tracking system); or 3) designating another entity (Designated Entity), approved by WAPA, to manage the Participant's RECs in M-RETS or a compatible tracking system on the Participant's behalf.
   a. A separate contract with WAPA is required to transfer or export RECs to Participants and Designated Entities.
   b. Participants and/or their Designated Entity are responsible for:
      i. tracking, managing, transferring, exporting, retiring, and selling RECs and paying any associated fees.
      ii. ensuring the double counting of RECs does not occur, and WAPA disclaims any responsibility therefor.
      iii. ensuring established REC Program Principles are followed, including but not limited to, following the terms of the FES Contract.
   c. Upon request and receipt of associated fees, WAPA will transfer or export RECs to the Participant or Designated Entity in accordance with the separate contract as mentioned in 8a above.
   d. The Participant's and Designated Entity's right to claim, hold, resell, or otherwise use RECs is only for the term of the Participant's underlying applicable firm power contract.
9. RECs associated with Project Use Power Contracts will be allocated in the same manner as FES Contracts.
10. UGPR REC Program Costs:
    a. Costs for WAPA to administer the program and costs for the initial issuance of RECs will be incorporated into the UGPR firm power rate.
    b. Costs associated with transferring and/or exporting RECs to a Participant's or Designated Entity's account, and other costs as described in Principle 8b above, are the responsibility of the Participant and/or Designated Entity.
    c. Advanced funding will be required.
11. WAPA reserves the right to suspend or terminate the Program upon reasonable advance written notice to Participants. Though WAPA may solicit input, it can change these Principles, without notice, at its discretion.
12. Participant shall indemnify WAPA and hold it harmless from any claims related to the use, management, or resale of RECs.

Approved: LORI FRISK Digitally signed by LORI FRISK Date: 2025.08.07 15:35:44 -05'00' Date: August 7, 2025

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: _____

RESOLUTION NO. 2026-061

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing Staff to sign Western Area Power Authority (WAPA) Contract 1-UGPR-1035 Amendment 1, Contract 25-UGPR-82 and WAPA-UGPR REC Program Principles Acknowledgement Form

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

WHEREAS, Amendment 1 to Contract 2-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; and,

WHEREAS, 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; and,

WHEREAS, 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.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize Staff to electronically sign WAPA 20UGPR-1035 Amendment 1, 25-UGPR-82, and WAPA-UGPR REC Program Principles Acknowledgement Form

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, District Administrator (Fremont Creative District)

DATE: March 10, 2026

SUBJECT: Fremont Creative District Visit Nebraska Grant Award

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Recommendation: Approve Resolution 2026-062 accepting the grant award from Visit Nebraska in the amount of $25,000 and authorizing the Mayor to execute the necessary grant documents

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Background: The Fremont Creative District recently received notification of a grant award from Visit Nebraska to fund promotional activities. Funds will be used to develop a promotional library for the Fremont Creative District.

The project is estimated at $33,500. The Visit Nebraska Grant will fund $25,000 and requires a minimum 25% match which can be cash, in-kind or a combination.

A signed grant agreement is a requirement of the award.

Fiscal Impact: $25,000 in Visit Nebraska grant funds. The grant match portion will be funded by the Fremont Creative District Development Grant funds.

RESOLUTION NO. 2026-062

A Resolution of the City Council of the City of Fremont, Nebraska accepting a grant award from Visit Nebraska and authorizing the Mayor to sign the necessary grant documents.

WHEREAS, the City of Fremont was awarded $25,000 in grant funding for the Fremont Creative District from Visit Nebraska for the development of a promotional materials library; and,

WHEREAS, the grant match portion will be funded by the Fremont Creative District Development Grant funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska, accepts the grant award from Visit Nebraska in the amount of $25,000 and authorizes the Mayor to execute the necessary grant documents.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO**:** Honorable Mayor and City Council

FROM**:** Dan Gillis, Director of Public Works

DATE**:** March 10, 2026

SUBJECT**:** Professional Services Agreement Amendment #1 with Olsson Associates for the Parallel Taxiway Rehabilitation

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Recommendation: Approve Resolution 2026-063 authorizing the Mayor to sign Amendment #1 to the Professional Services Agreement with Olsson Associates in connection with the Parallel Taxiway Rehabilitation project increasing the project amount from $555,285 to $774,180

Background: Resolution 2025-301, approved by City Council on November 25, 2025, authorized entering an agreement with Olsson Associates for design, bidding support, and construction administration services for the replacement of the taxiway at the Fremont Municipal Airport. The cost split for this work is 95% Federal Aviation Administration (FAA), 2% Nebraska Department of Transportation - Division of Aeronautics (NDA), and 3% City of Fremont.

Subsequently, additional grant funding became available enabling critical repairs to taxiway lighting and the addition of a taxiway extension to the east apron along with associated lighting to be added to the scope. The cost split for the additional scope will be 95% Federal Aviation Administration (FAA) and 5% City of Fremont.

The City of Fremont has followed all FAA and NDA policies and requirements for the application of this project and the procurement of the engineering consultant.

This scope of work aligns with the Airport Layout Plan (ALP) Preferred Alternative selected by the Airport Advisory Board-appointed Steering Committee at the January 12, 2026 selection meeting and community engagement was provided at the ALP Public Open House on January 28, 2026.

Fiscal Impact: The fee for additional services is $218,895. The cost of design work will be paid with FAA Grant Allocation Funds for Fremont Municipal Airport if FAA receives congressional notification of funding. The City of Fremont’s share of the increased scope is 5% of the additional cost ($10,945).

AMENDMENT NO. 1

to

AGREEMENT FOR CONSULTING SERVICES

CITY OF FREMONT
400 East Military Avenue
Fremont, NE 68025-5141

Re: AMENDMENT TO CONSULTANT AGREEMENT
FREMONT MUNICIPAL AIRPORT
Airport Improvement Program (AIP) Project No. 3-31-0029-018
Olsson Project No. 025-04601

This amendment will revise the Agreement executed on November 25, 2025 by revising the Project Description and amending Sections 2, 4, 6 and 7, as described below:

1. **PROJECT DESCRIPTION.** Delete in its entirety and replace with the following:

PROJECT DESCRIPTION (the "Project")

A. Pavement Improvements
- Taxiway A: reconstruct approximately 3,240 feet x 35 feet between Runway 14 threshold and Taxiway A3.
- Taxiway A2: analyze alternative locations to address non-compliant threshold lighting placement.
- Taxiway A2: remove and relocate taxiway per analysis of critical aircraft.
- Taxiway D: remove approximately 810 feet x 35 feet pavement.
- Taxiway B: extend approximately 570 feet x 35 feet to connect to adjacent taxilane pavement and to replace sections of Taxiway D that is to be removed.

B. Storm sewer and underdrains
- Existing dual 24-inch storm sewer pipes under Taxiway A will be replaced.
- New 24-inch pipe will be installed under relocated Taxiway A2.
- Underdrains will be installed along Taxiway A and A2 and will be evaluated under Taxiway B after geotechnical investigation is completed.

C. Runway 14 threshold lighting: shall be removed/relocated to meet standards.

D. Runway 14 REILs:
- Remove FAA decommissioned REILs.
- Replace with new LED REILs tied into the relocated Runway 14 threshold lighting.

E. Medium Intensity Taxiway Lighting (MITLs)

- Taxiway A: reconstructed section – remove existing lighting and install new LED lights, base cans, cable, conduit, and counterpoise.
- Taxiway A: northerly section – install new LED light fixtures and cable only.
- Taxiway A1: northerly section – install new LED light fixtures and cable only.
- Taxiway A2: install new LED lights, base cans, cable, conduit, and counterpoise.
- Taxiway A3: install new LED light fixtures and cable only, including intersection area of Taxiways A, A3 and B.
- Taxiway B: respace all lights, install new LED lights, base cans, conduit and cable, installed in 2009, including the homerun cable into the electrical vault.
- Taxiway B: install new LED lights, base cans, cable, conduit along the new pavement extension.

F. Guidance Signs:

- Taxiways A1, A2, and A3: remove and replace existing signs. Existing signs currently connected to the taxiway lighting circuit, new signs will be connected into the Runway 14/32 circuit.
- Taxiway B: remove and replace existing sign with FBO designation.
- Taxiway B: remove sign with Taxiway D designation.

G. Electrical Vault/Runway and Taxiway Regulators:

- Evaluation of the Runway 14/32 and Taxiway circuit regulators to determine if they need to be replaced. Calculations will be completed to size the regulators appropriately.

2. SECTION 2 - DESIGN PHASE:

2.1) Item b. Add the following to the existing text:

b. Conduct on site meeting with Sponsor to discuss Taxiway B and D safety plan, pavement layouts, staging area and existing utilities.

2.2) Item d. Add the following to the existing text:

d. Conduct secondary site visit/field assessment as described associated with the addition of MITLs, REILs, and Taxiway B and D pavement improvements.

2.3) Item e. Add the following to the existing text:

e. Conduct a secondary site visit to complete a topographic survey for the REILs, MITLs and Taxiway B and D pavement improvements.

2.4) Item h. Add the following to the existing text:

h. Conduct a secondary coordination with Geotechnical team for additional site visit and boring operations for Taxiway B and D pavement improvements.

2.5) Item i. Delete in its entirety; replace with the following:

i. MITLs and Guidance signs improvements:

(1) Site visit (one) by Electrical Engineer.

(2) Evaluate impact on Taxiway A lighting if TSA/TAOFA grading improvements are required. Evaluate if new LED lighting will be installed or if the existing fixtures will be maintained.

(3) Prepare preliminary and final design for spacing along Taxiway A as required due to relocation of Taxiway A2. Relocation of Taxiway A2

shall be cognizant about impacts to Runway lights/spacing and find optimum location to not impact the system.

(4) Identify age of the remaining MITLs along Taxiways A, A1, A3 and B and determine if eligible for replacement at this time.

(5) Taxiway B extension: MITL spacing evaluation to address spacing to ensure compliance with current standards. Remove and replace all lights required to address spacing issues.

(6) New Guidance signs will be installed to replace the existing signs along Taxiways A1, A2, A3 and B. Signs along Taxiways A1, A2 and A3 will be connected/tied into existing Runway 14/32 lighting circuit as a standard requirement. The Taxiway B sign will be tied into the adjacent taxiway lighting circuit.

2.6) Item l. Delete in its entirety and replace with the following:

l. REILs (FAA owned and operated)

(1) The existing FAA owned and operated REILs will be decommissioned. New REILs will be installed and tied into the newly relocated Runway 14 threshold lights.

(2) Coordination with FAA, Preston Haith, will be required for the timeline and removal parameters of the REILs/electrical connection.

(3) Complete required VGSI forms and submit to FAA.

2.7) Item n. Delete in its entirety and replace with the following:

n. Private/public utilities within project limits

(1) Complete private/public utility coordination plan for replacement, modifications, or improvements.

(2) Incorporate underdrain system along Taxiway A, A2, and B (if recommended by geotechnical team), and tie into nearest existing or proposed underdrain/storm sewer pipe/inlet structure.

2.8) Item p. Delete in its entirety and replace with the following:

p. Develop layouts for Taxiway A, A2, B, and D. Including the analysis of elimination/relocation of A2. Coordination will be required with Sponsor and planning consultant working on ALP update for both the impacts to Taxiway A2, B, and D. Finally, design of Taxiway A2, B, and D after final alignments are approved.

2.9) Item q. Delete in its entirety and replace with the following:

q. Develop longitudinal profiles for Taxiway A, A2 and B (extension).

2.10) Item s. Delete in its entirety and replace with the Electrical vault design parameters. Note that previous items within “s” consisting of MITL information has been moved to item “i” for clarity purposes.

s. Electrical Vault: Runway and Taxiway Regulators

(1) Runway Circuit Regulator: Sizing calculations will be completed to evaluate the existing load on the system and update to include the new REILs and guidance signs. If required, regulator will be replaced.

(2) Taxiway Circuit Regulator: the existing regulator has surpassed it useful life. A new taxiway regulator will be installed. Sizing calculations will be included within the design report to account for the new LED lights, along Taxiways A, A1, A2, A3, and B (including the new extension) and guidance sign.

3. Section 4 – CONSTRUCTION PHASE

3.1) Construction phase services shall be updated to reflect the additional working days allocated for the contractor to complete all the work identified. An additional

30 working days have been identified to complete the new additions of the REILs, MITLs, Vault work and Taxiway B/D improvements. Therefore, the working day allocation will be increased from 86 to 116 to accommodate.

3.2) **Item c.** Increase the Project Engineers site visits to 28 plus one (1) visit prior to the start of cement treated subgrade, base course and paving operations.

3.3) **Item k.** Construction testing will be increased to account for additional earthwork, treated subgrade, aggregate base, concrete placement, and electrical concrete.

3.4) **Item k (4).** Delete and replace with the following: **"**Reflectometer testing will not be required on this project."

4. Section 6: SPECIAL SERVICES. With the addition of the Taxiway B extension. The Geotechnical Design services will be required to complete additional field exploration, laboratory evaluation and revisions to the geotechnical report to include the expanded project scope. There will be three (3) additional bore holes and one (1) pavement core. Exhibit E will be updated to reflect the additional expenses.

5. SECTION 7: FEES AND CHARGES.

5.1) Section 2: Design: delete in its entirety and replace with the following:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of **$311,300** shown on ***Exhibit A – Amended***, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until the plans and specifications are approved.

Exhibit B: DESIGN PHASE. The attached ***Exhibit A – Amended*** – is hereby inserted into the agreement, in lieu of the original Exhibit A.

5.2) Section 4: Construction: delete in its entirety and replace with the following:

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of **$44,886.31** and subcontract costs, which are estimated on **Exhibit C - Amended** attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **$406,300.00**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Sections 2 and 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit C – Amended and C1 - Amended contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported

by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Exhibit C and C1: CONSTRUCTION PHASE. The attached ***Exhibit C - Amended and C1 – Amended*** – is hereby inserted into the agreement, in lieu of the original Exhibit C and C1.

5.3) **Section 6: Special Services – Geotechnical Design Phase:** The "Not-to-Exceed" (NTE) amount shall be updated to **$27,380.00.** The attached Exhibit E - Amended is hereby inserted into the agreement, in lieu of the original ***Exhibit E – Amended***.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return one copy to Olsson. This proposed amendment is open for acceptance for thirty days from the date set forth above, unless changed by us in writing.

OLSSON

By _____ By _____

CITY OF FREMONT

By _____ By _____
Attest Mayor

Date _____

EXHIBIT A - AMENDED
DESIGN PHASE
Fremont Municipal Airport 3-31-0023-018

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	17.5	$92.30	$1,615.25
Senior Engineer	232.0	$76.50	$17,748.00
Project Engineer	57.0	$65.10	$3,710.70
Design Manager	121.0	$55.30	$6,691.30
Associate Engineer	466.3	$45.40	$21,167.75
Assistant Engineer	195.0	$41.00	$7,995.00
Registered Surveyor	16.0	$71.50	$1,144.00
Senior Technician	536.0	$36.50	$19,564.00
Associate Technician	455.0	$33.50	$15,242.50
Clerical	71.0	$33.75	$2,396.25
		Total Direct Salary Costs:	$97,274.75

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**	174.39%	$169,637.44

3. Fixed Fee: 15% of Items 1 & 2 — $40,036.83

4. Direct Nonsalary Expenses

Travel	1,078	Miles @	$0.700	$754.60	
Meals	14	Days @	$68.00	$952.00	
Motel	2	Days @	$110.00	$220.00	
Copies, Prints, Shipping				$2,470.00	
				Total Expenses:	$4,396.60

5. Subtotal of Items 1 - 4 — $311,345.61

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $311,345.61

Rounded: $311,300.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C - AMENDED

CONSTRUCTION PHASE SERVICES

Fremont Municipal Airport 3-31-0023-018

Based on estimated 124 working days

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	0.0	$95.99	$0.00
Senior Engineer	288.0	$79.56	$22,913.28
Project Engineer	0.0	$67.70	$0.00
Design Manager	0.0	$57.51	$0.00
Associate Engineer	273.0	$47.22	$12,889.97
Assistant Engineer	76.0	$42.64	$3,240.64
Registered Surveyor	8.0	$74.36	$594.88
Senior Technician	1694.0	$37.96	$64,304.24
Associate Technician	40.0	$34.84	$1,393.60
Clerical	106.0	$35.10	$3,720.60
		Total Direct Salary Costs:	$109,057.21

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	174.39%	$190,184.87

3. Fixed Fee: 15% of Item 1 & 2 — $44,886.31

4. Direct Nonsalary Expenses

Travel (automobile)	1,804	Miles @	$0.700	$1,262.80	
Travel (pickup)	14,080	Miles @	$0.750	$10,560.00	
Meals (per diem)	131	Days @	$68.00	$8,908.00	
Motel (actual)	-	Days @	$110.00	$0.00	
Copies, Prints, Shipping				$860.00	
Testing - See Exhibit C1				$40,586.00	
				Total Expenses:	$62,176.80

5. Subtotal of Items 1 - 4 — $406,305.18

6. Subcontract costs — $0.00

7. Not-to-Exceed Total (Items 5 & 6) — $406,305.18

Rounded: $406,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C1 - AMENDED

ESTIMATE OF

CONSTRUCTION TESTING COSTS

Fremont Municipal Airport 3-31-0023-018

LABORATORY:
Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS

SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
Moisture / Density (4" Mold)	6	$150.00	$900.00
Moisture / Density (6" Mold)	6	$175.00	$1,050.00
Nuclear Density Test	180	$27.00	$4,860.00
Atterberg Limits	6	$75.00	$450.00
Percent Passing #200 Sieve	6	$40.00	$240.00
Washed Sieve Analysis	6	$96.00	$576.00
Mechanical Sieve Analysis	6	$150.00	$900.00
Concrete Compressive Strength	75	$80.00	$6,000.00
Concrete test sets (cylinder)	25	$130.00	$3,250.00
Concrete Length Determination (ASTM C-174)	25	$30.00	$750.00
Cylinder molds	1	$1,500.00	$1,500.00
Technician	150	$65.00	$9,750.00
Professional Engineer Review	28	$120.00	$3,360.00
Trip Charge	28	$250.00	$7,000.00
			$40,586.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

EXHIBIT E - AMENDED
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
Fremont Municipal Airport

LABORATORY / DRILLING: Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS, SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
DRILLING INVESTIGATION*			
Mobilization (lump sum)	2	$1,930.00	$3,860.00
Drilling Cost (per lf)	160	$27.00	$4,320.00
Samples	64	$30.00	$1,920.00
Cores	16	$95.00	$1,520.00
Bore Hole & Core Hole Repairs	14	$65.00	$910.00
Per Diem (2 individuals)	0	$400.00	$0.00
		SUBTOTAL	$12,530.00
LABORATORY TEST			
Unconfined Compression Test	17	$50.00	$850.00
TWT Density/Moisture	13	$35.00	$455.00
Atterbergs	7	$110.00	$770.00
Wash 200 Sieve	12	$50.00	$600.00
Standard/Modified Proctor with Mixture	2	$295.00	$590.00
Consolidation Test	2	$200.00	$400.00
CBR (1 point)	9	$235.00	$2,115.00
Hydrometer	2	$170.00	$340.00
Soil Corrosivity (Subconsultant)	2	$220.00	$440.00
		SUBTOTAL	$6,560.00
ENGINEERING AND REPORT PREPARATION			
Senior Engineer	34	$160.00	$5,440.00
Assistant Engineer	30	$85.00	$2,550.00
Clerical	6	$50.00	$300.00
		SUBTOTAL	$8,290.00
		GRAND TOTAL	**$27,380.00**

Note: 16 soil test borings will be performed to a depth of 10 feet each. 16 concrete cores will be collected from each boring location. Included in this scope is 2 untreated and up to 6 treated CBR points for pavement design.
Mobilization required twice due to additional taxiway reconstruction added to project.

87117.00
89607.00
7270.00

183994.00

7270.00

Jakob email and discussion on 9/22/2025 - $19,140.00

27140.00

RECORD OF NEGOTIATIONS – AMENDMENT NO. 1

Fremont Municipal Airport
Fremont, Nebraska
AIP Project No. 3-31-0029-018

PROJECT DESCRIPTION (Amendment No. 1)

- Taxiway D: remove approximately 810 feet x 35 feet pavement.
- Taxiway B: extend approximately 570 feet x 35 feet to connect to adjacent taxilane pavement and to replace sections of Taxiway D to be removed.
- Relocate Runway 14 Threshold lights to meet standards
- Remove FAA decommissioned REILs, replace with LED REILs tied into RW lighting.
- Taxiway A: reconstructed section – remove existing lighting and install new LED lights, base cans, cable, conduit, and counterpoise.
- Taxiway A northerly section and A1 – install LED light fixtures and cable only.
- Taxiway A2: install LED lights, base cans, cable, conduit, and counterpoise.
- Taxiway A3: install LED light fixtures and cable only, including intersection area of Taxiways A and B.
- Taxiway B: re-space all lights, install LED lights, cans, conduit, and cable, including homerun cable to vault.
- Taxiway B: install LED lights, cans, cable, and conduit along the new pavement extension.
- Taxiway B: remove and replace existing sign with FBO designation.
- Evaluation of the Runway 14/32 and Taxiway circuit regulators.

1. The Sponsor City of Fremont published a Request for Qualifications in “ACC Outlook” a weekly email publication produced by Airports Consultant Council (ACConline.org) as directed by NDOT Aeronautics Division. The RFQs submittals were received from Kirkham Michael, Burns and McDonnell, and Olsson. All three Consultants were interviewed. Olsson of Lincoln, Nebraska was selected on June 9, 2021.

2. The Sponsor received authorization to add Taxiway Lighting to the project on January 5, 2026. The first week of February FAA and NDOT reached out to see if the Taxiway B extension and Taxiway D removals could be added to the project.

3. Consultant submitted a DRAFT Scope of Services for Amendment No. 1 for the revised project scope as described above for design, geotechnical services, survey and construction administration On February 11, 2026, to FAA and NDOT for review and approval. FAA and NDOT provided comments and revisions to be incorporated into the project scope on February 12, 2026. A revised DRAFT scope of services was submitted on February 12, 2026 for the Independent Fee Evaluation (IFE) process.

4. The Consultant submitted their draft scope of services for Amendment No. 1 engineering services on February 11, 2026, the increase is broken down as follows:

5. The Nebraska Department of Transportation (NDOT) with the assistance of Airport IFE prepared an Independent Fee Evaluation (IFE), dated February 20, 2026, broken down as follows:

Phase Description	Original Eng Agreement	Original and Amendment No. 1	Difference/ Increase
Design Phase	$206,500.00	$294,800.00	$88,300.00
Bidding Phase	$17,200.00	$17,200.00	$0.00
ConstructionPhase (admin, observation and testing)	$300,400.00	$390,000.00	$89,600.00
Close out Phase	$12,000.00	$12,000.00	$0.00
Geotechnical Design Phase	$19,185.00	$27,380.00	$8,195.00
Total Fee	**$555,285.00**	**$741,380.00**	**$186,095.00**

6. The Sponsor and Consultant met on February 26, 2026 to review the draft Amendment No. 1 and the IFE. During this meeting, both parties identified that the IFE was significantly higher due to the inclusion of certain tasks already covered within the original engineering agreement scope. After reviewing the fee differences, the Sponsor and Consultant agreed to incorporate the following additional design and construction observation/testing items into the amendment:

   - Taxiway B Lighting Adjustments: Preliminary design review and discussion with FAA identified non-conforming light spacing along Taxiway B, requiring additional lighting and full removal and replacement. An additional $8,250.00 was added to the design phase for design and plan production.

   - Drainage design for Taxiway B extension: Additional grading and drainage design are required along the Taxiway B extension. An additional $8,295.00 was added to the design phase for design and plan production.

   - Construction phase services: Updated design evaluation determined that the construction working days allocated for this phase shall be increased from 30 to 38 to accommodate the additional drainage improvements and additional lighting improvement discussed above. The additional 8 days of observation and testing increase the construction phase services by $16,300.00

7. The Consultant updated the draft scope of services and fees for engineering services on February 26, 2026 resulting in the following breakdown:

Phase Description	Original Eng Agreement	Original and Amendment No. 1	Difference/ Increase
Design Phase	$206,500.00	$311,300.00	$104,800.00
Bidding Phase	$17,200.00	$17,200.00	$0.00
ConstructionPhase (admin, observation and testing)	$300,400.00	$406,300.00	$105,900.00
Close out Phase	$12,000.00	$12,000.00	$0.00
Geotechnical Design Phase	$19,185.00	$27,380.00	$8,195.00
Total Fee	**$555,285.00**	**$774,180.00**	**$218,895.00**

8. The Consultant's revised proposal is below the Independent Cost Analysis and the fee and proposed experience level of personnel for the project is considered reasonable by the Sponsor. The payment provisions in the Consultant's contract have been reviewed and are acceptable to the Sponsor.

9. The draft contract, which includes the scope of services and Consultant's fee proposal, is submitted with this Record of Negotiations. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Gillis, Daniel Digitally signed by Gillis, Daniel Date: 2026.02.27 21:29:09 -06'00'

Signature:_____ Date: Feb 27, 2026

Director, Public Works
City of Fremont, Nebraska

RESOLUTION NO. 2026-063

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the Professional Services Agreement Amendment #1 for the Parallel Taxiway Rehabilitation project for the Fremont Municipal Airport.

WHEREAS, the City of Fremont has applied for funds from the Federal Aviation Administration (FAA) and Nebraska Division of Aeronautics (NDA) for the Parallel Taxiway Rehabilitation; and,

WHEREAS, the City of Fremont followed the FAA and NDA guidelines for the selection of Olsson Associates as the consultant; and,

WHEREAS, the City of Fremont, guided by FAA and NDA, completed a Record of Negotiation which included a Professional Services Agreement with Olsson Associates; and,

WHEREAS, the FAA and NDA have approved the Professional Services Agreement increased scope of services and the Record of Negotiations and have given authorization to proceed.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign Amendment #1 of the Professional Services Agreement with Olsson Associates for the Parallel Taxiway Rehabilitation increasing the amount from $555,285 to $774,180.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant Utility General Manager

DATE: March 10, 2026

SUBJECT: Approval of funds for Lead Line Replacement Project

Recommendation: Approve Resolution 2026-053 authorizing the terms for replacement of private water service lines under the Drinking Water State Revolving Fund program

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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 ($2,4000,000) 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.

RESOLUTION NO. 2026-053

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the terms of replacement of private water service lines connected to the Fremont Water System through the Drinking Water State Revolving Fund (DWSRF) program.

WHEREAS, The City is required to replace approximately 1,500 lead service lines as part of the requirements of the National Environmental Policy Act; and,

WHEREAS, The City Council approved $8,000,000 in grant funding, through the Drinking Water State Revolving Fund (DWSRF) program administered by the Nebraska Department of Water, Energy, and Environment (NDWEE); and,

WHEREAS, the funds will be used to identify and replace existing, private lead pipe water service lines connected to the City of Fremont water system.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorizing the terms of replacement of private water service lines connected to the Fremont Water System through the Drinking Water State Revolving Fund (DWSRF) program**.**

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jeff Shanahan, Utility General Manager

DATE: March 10, 2026

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

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 in the amount of $50,000 per acre at approximately 20.90 acres

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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.

The purchase agreement also includes a provision allowing the seller to have right of first refusal for the farming lease in future years for the property.
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 6th 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 JURISDICTON 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 28th 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 15th 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/), 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.

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 indemnity 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

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

RESOLUTION NO. 2026-058

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute the Purchase Agreement and Closing Documents for the parcel currently listed as Parcel Identification Number (PID) 270139527 from sellers Roger and Debra Menn.

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

WHEREAS, the parcel currently listed as PID 270139527 meets the needs identified by the Fremont Department of Utilities including support of additional generation, water improvements and the availability of natural gas.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Fremont, Nebraska authorize the Mayor to execute the Purchase Agreement and Closing Documents for the parcel currently listed as PID 270139527 from sellers Roger and Debra Menn.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Plan Administrator

DATE: March 10, 2026

SUBJECT: Amendment to Wholestone Farms Cooperative, Inc. Local Option Economic Development Loan Agreements

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Recommendation: Consider Resolution 2026-059 amending the Local Option Economic Development loan documents with Wholestone Farms Cooperative, Inc and authorizing the Mayor to sign the loan agreement amendment

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Background: On February 25, 2020, the City of Fremont City Council approved Resolution 2020-052, authorizing a 5-year performance-based forgivable Local Option Economic Develop Fund loan to Wholestone Farms (Wholestone) in the amount of $1,300,000.

The loan documents, executed February 17, 2021, commit Wholestone to invest $330,000,000 in capital improvements at their facility located at 900 S Platte Avenue and employ at least 1,900 FTE employees at 900 S. Platte Avenue.

Review of monitoring documentation has demonstrated Wholestone's compliance with the requirements of years 1, 2, and 3. Three-fifths of the $1,300,000 Local Option Economic Development Loan, or $780,000, has been formally forgiven. After reviewing the submitted reports for year 4, Wholestone failed to reach the milestone and no amount was formally forgiven at that time. Year 5 is currently in the monitoring process. Wholestone's current remaining balance is $520,000.

Staff recently met with Wholestone to discuss their project, future projects and loan agreement. Wholestone has submitted a formal request to amend their current loan agreement as follows based on shifts to the project reflected in their initial application:

- Term extension to 2029
- Amend employee creation to 300 FTE positions

In their Amendment Request Letter (included with this report), Wholestone reiterates their commitment to the Fremont community and details factors that have shifted their project, including:

- Construction costs
- Political and regulatory conditions
- Pivot from additional work shift to investment in Eagle Grove (subsidiary)

This item was considered at the February 25th, 2026 Local Option Review Team meeting and the March 3, 2026 Citizens Advisory Review Committee. Both committees recommend City Council approve Wholestone's amendment request.

Fiscal Impact: Local Option Economic Development Fund – extension of $520,000 committed funds for performance-based forgiveness.

900 South Platte Avenue
Fremont, Nebraska 68025
402.753.3200
wholestonefarms.com

City of Fremont
Attn: City Administration / Grant Coordinator

400 East Military Avenue
Fremont, NE 68025

Request for Amendment to LB840 Local Option Economic Development Program

Dear Members of City Council,

On behalf of Wholestone Farms, I am writing to formally request an amendment to our existing LB840 Local Option Economic Development Agreement with the City of Fremont.

Since the inception of our project, Wholestone Farms has remained committed to investing in the Fremont community through job creation, capital investment, and long-term economic growth. As we continue to assess market conditions, workforce availability, and operational needs, we respectfully request adjustments to two components of our current agreement to ensure the project remains sustainable and aligned with realistic growth projections.

Specifically, we are requesting the following amendments:

1. **Program Term Extension**
   Extend the term of the LB840 agreement from **2026 to 2029**. The planned growth trajectory between 2022 and 2026 was impacted by several factors.

   First, rising construction and material costs during the initial plant renovations increased total projected investment from approximately $330 million to $400 million, while the cost of capital also continued to escalate.

   Second, changes in the political and regulatory landscape created uncertainty related to workforce availability and export markets, impacting the Company's ability to confidently execute its hiring strategy.

   Third, during this period, the Company evaluated alternative capacity expansion options, including its minority ownership position in the Eagle Grove facility. At that time, the Eagle Grove investment presented a higher return compared to additional expansion in Fremont.

2. **Employment Commitment Adjustment**
   Amend the current employment requirement from **550 new employees to 300 additional full-time equivalent (FTE) positions**. The original business plan assumed a double-shift operation; however, the revised plan emphasizes reduced employee overtime and a four-day workweek to enhance work-life balance. This operational change also supports increased efficiency, enabling the Company to expand annual harvest capacity by approximately 1 million pigs.

900 South Platte Avenue
Fremont, Nebraska 68025
402.753.3200
wholestonefarms.com

We believe these amendments allow our project to remain on a solid foundation while preserving the original intent of the LB840 program—to stimulate economic development, create quality jobs, and foster sustainable growth within the City of Fremont. Wholestone Farms remains fully committed to our partnership with the City and to fulfilling our obligations under the amended terms.

We appreciate your continued support and consideration of this request.

Thank you for your time, collaboration, and continued partnership.

Respectfully submitted,

Chris Venteicher
Chief Financial Officer

AMENDMENT NO. 1 TO LOCAL OPTION ECONOMIC DEVELOPMENT LOAN

This **AMENDMENT NO. 1 TO LOCAL OPTION ECONOMIC DEVELOPMENT LOAN** (this "Amendment") is made as of March 10, 2026 ("Effective Date") by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and Wholestone Farms Cooperative, Inc, a Nebraska limited liability company ("Wholestone"), whose address for the purposes of this Agreement is 900 S. Platte Ave., Fremont, NE 68025. Each of City and Wholestone are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. **WHEREAS**, City and Wholestone are Parties to an Economic Development Agreement (Agreement), dated February 17, 2021, under which the City awarded Wholestone up to $1,300,000 in a performance based forgivable loan for investment in capital improvements and the creation of jobs at their company in Fremont, Nebraska; and,

B. **WHEREAS** Wholestone has requested an amendment to the Agreement revising the timeline and employment requirements. The request, marked Exhibit A, is attached hereto and incorporated herein; and,

C. **WHEREAS** Wholestone's project and award amount continue to align with the Eligibility Guidelines matrix used to determine Local Option Economic Development Fund loan type and amount recommendations; and,

D. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Economic Development Agreement, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

(a) Amending the second Whereas statement by replacing the Whereas statement entirely with the following language:

WHEREAS, Company is expanding their operations and investing $330,000,000 in capital improvements at their facility at 900 S. Platte Avenue in Fremont, Nebraska and creating 300 full-time equivalent (FTE) jobs in Fremont within eight years of the date of this agreement;

(b) Amending the third Whereas by replacing the entire whereas with the following language:

WHEREAS, Company agrees to continue to employ at least 1,600 full-time equivalent (FTE) employees at their location at 900 S. Platte Avenue in Fremont, Nebraska from the date the jobs were created until at least the eighth (8th) anniversary of the Effective Date;

(c) Amending Section 2, paragraph 1 “Employment Requirements” of the Economic Development Agreement by replacing the entire paragraph with the following language:

Employment Requirements Company shall retain a minimum of one-thousand three-hundred (1,300) full-time equivalent (FTE) positions and create at least three-hundred (300) additional full-time equivalent (FTE) employees located at their facility at 900 S. Platte Avenue in Fremont, Nebraska according the following schedule:

i. Year 1 - At least $20 million of investment made into the project by the end of the first year.

ii. Year 2 – At least $75 million of investment made into the project by the end of the second year.

iii. Year 3 – At least $150 million of investment made into the project by the end of the third year.

iv. Year 4 – 1,000 full-time equivalent jobs (in total) by the end of the fourth year; average job wage must be at least $17.00 per hour with benefits.

v. Year 5 – 1,300 full-time equivalent jobs (in total) by the end of the fifth year; average job wage must be at least $17.00 per hour with benefits.

vi. Year 6 – 1,400 full-time equivalent jobs (in total) by the end of the sixth year; average job wage must be at least $17.00 per hour with benefits.

vii. Year 7 – 1,500 full-time equivalent jobs (in total) by the end of the seventh year; average job wage must be at least $17.00 per hour with benefits.

vii. Year 8 – 1,600 full-time equivalent jobs (in total) by the end of the eighth year; average job wage must be at least $17.00 per hour with benefits.

(d) Amending Section 3 “Disbursement of LB 840 Funds for Job Creation” of the Economic Development Agreement by replacing the entire paragraph with the following language:

Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for an economic development incentive loan of one-million three-hundred thousand and no/100 dollars ($1,300,000.00) for retaining 1,300 FTEs and creating 300 additional FTE employee positions.

(e) Amending Section 5(j). “Minimum Number of Employees” of the Economic Development Agreement by replacing the entire section with the following language:

Minimum Number of Employees. Company agrees to employ at least 1,600 full-time equivalent (FTE) employees at their facility at 900 S. Platte Avenue in Fremont, Nebraska within nine (9) years of the effective date.

(f) Amending Section 6(b) of the Economic Development (LB840) Agreement by replacing the entire section with the following language:

If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the one-million three-hundred thousand and no/100 dollars ($1,300,000.00) Economic Development Loan will be forgiven pursuant to the following schedule:

i) On the first (1st) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

ii) On the second (2nd) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iii) On the third (3rd) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iv) On the fourth (4th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness; and,

v) On the fifth (5th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness; and,

vi) On the sixth (6th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness of the Economic Development Loan shall be forgiven; and,

vii) On the seventh (7th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness of the Economic Development Loan shall be forgiven; and,

viii) On the eighth (8th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be forgiven.

(g) Amending Section 11 “Communication” of the Economic Development Agreement by replacing the entire section with the following language:

Communication. Company agrees to inform City of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City at the following address:

Fremont City Clerk Wholestone Farms Cooperative, Inc

400 East Military Avenue
Fremont, NE 68025

Attn: Chris Venteicher
900 S Platte Ave
Fremont, NE 68025

2. General Terms.

(a) Except to the extent expressly modified by this Amendment No. 1 to Economic Development Agreement, all other terms and conditions of said Agreement, including but not limited to sections 2(a), 2(b), and 2(c), will remain unmodified and continue in full force and effect. Any reference to the Economic Development Agreement will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

(b) Governing Law. This Amendment No. 1 to the Economic Development Agreement will be governed by the laws of the State of Nebraska.

(c) Counterparts. This Amendment No. 1 to the Economic Development Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, City and Wholestone have duly executed this Amendment as of the date first written above.

WHOLESTONE FARMS COOPERATIVE, INC.
a Nebraska Limited Liability Company

By:_____
Chris Venteicher, Chief Financial Officer

CITY OF FREMONT, NEBRASKA,
a municipal political subdivison of the State of Nebraska

By:_____
Dev Sookram, Mayor

AMENDMENT NO. 1 TO EXHIBIT A PROMISSORY NOTE PERFORMANCE-BASED FORGIVABLE LOAN

This **AMENDMENT NO. 1 TO EXHIBIT A "PROMISSORY NOTE PERFORMANCE-BASED FORGIVABLE LOAN" OF THE ECONOMIC DEVELOPMENT AGREEMENT** (this "Amendment") is made as of March 10, 2026 ("Effective Date") by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and Wholestone Farms Cooperative, Inc, a Nebraska limited liability company ("Wholestone"), whose address for the purposes of this Agreement is 900 S. Platte Street, Fremont, NE 68025. Each of City and Wholestone are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. **WHEREAS**, City and Wholestone are Parties to a Economic Development Agreement (Agreement), dated February 17, 2021, under which the City awarded Wholestone up to $1,300,000 in a performance based forgivable loan for investment in capital improvements and the creation of jobs at their company in Fremont, Nebraska; and,

B. **WHEREAS** Wholestone has requested an amendment to the Agreement revising the timeline and employment requirements; and,

C. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of Exhibit A Promissory Note Performance-Based Forgivable Loan of the Economic Development Agreement, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

(a) Paragraphs 1, 2 and 3. Amending Paragraphs 1, 2 and 3 of the Exhibit A Promissory Note Performance-Based Forgivable Loan by replacing the entire paragraph with the following language:

For Value Received, the undersigned, and Wholestone Farms Cooperative, Inc, a Nebraska corporation (hereinafter referred to as the "Maker"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of one million three hundred thousand and no/100 dollars ($1,300,000) together with interest to accrue thereon at the rate of six percent (6%) per annum compounded annually as provided herein.

The term of this Promissory Note will be from the date of the execution of this Promissory Note and that certain Economic Development Agreement reached between the Parties (the "Agreement") through February 18, 2030. The amounts due from Maker under this Promissory Note will be eligible for forgiveness on following schedule, provided the Maker performs all Maker's obligations to Lender under the Agreement, then in such event, the amounts due under this Promissory Note will be deemed forgiven as follows:

i) On the first (1st) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

ii) On the second (2nd) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iii) On the third (3rd) anniversary of the Effective Date, Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iv) On the fourth (4th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness; and,

v) On the fifth (5th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness; and,

vi) On the sixth (6th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness of the Economic Development Loan shall be forgiven; and,

vii) On the seventh (7th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be eligible for forgiveness of the Economic Development Loan shall be forgiven; and,

viii) On the eighth (8th) anniversary of the Effective Date, one hundred four thousand and no/100 dollars ($104,000) of the Economic Development Loan shall be forgiven; and,

If Maker fails to create and maintain the jobs for the required period(s) described below:

(i) 1,600 full time equivalent jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska by the eighth (8th) anniversary of the Agreement, and

(ii) Maintain those jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska for a minimum period of eight (8) years from the date of agreement.

or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Maker be transferred to a third party, then in any such event, Maker shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this Promissory Note. Maker further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

General Terms.

(b) Except to the extent expressly modified by this Amendment No. 1 to Exhibit A Promissory Note Performance-Based Forgivable Loan, all other terms and conditions of said Agreement will remain unmodified and continue in full force and

effect. Any reference to the Exhibit A Promissory Note Performance-Based Forgivable Loan will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

(c) Governing Law. This Amendment No. 1 to Exhibit A Promissory Note Performance-Based Forgivable Loan will be governed by the laws of the State of Nebraska.

(d) Counterparts. This Amendment No. 1 to Exhibit A Promissory Note Performance-Based Forgivable Loan may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, City and Wholestone have duly executed this Amendment as of the date first written above.

WHOLESTONE FARMS COOPERATIVE, INC
a Nebraska Limited Liability Company

By:_____
Chris Venteicher

CITY OF FREMONT, NEBRASKA,
a municipal political subdivison of the State of Nebraska

By:_____
Dev Sookram, Mayor

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 17th day of February, 2021 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Wholestone Farms Cooperative, Inc., 900 S. Platte Avenue, Fremont, NE 68025, a Nebraska Corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on January 18, 2020, Company filed an Application for Economic Development Incentives (the "Application") with City;

WHEREAS, Company is expanding their operations and investing $330,000,000 in capital improvements at their facility at 900 S. Platte Avenue in Fremont, Nebraska and creating 800 full-time equivalent (FTE) jobs in Fremont within four years of the date of this agreement;

WHEREAS, Company agrees to continue to employ at least 1,900 full-time equivalent (FTE) employees at their location at 900 S. Platte Avenue in Fremont, Nebraska from the date the jobs were created until at least the fifth (5th) anniversary of the Effective Date;

WHEREAS, City finds Company to be a qualifying business under the City's Local Option Economic Development Plan; that the Company's project qualifies for economic development incentives under the Plan; that the Company's project will be of substantial economic benefit to the people of Fremont and the surrounding area and the economic development incentive set forth in this Agreement constitutes a fulfillment of the major objectives of the City's Local Option Economic Development Plan;

WHEREAS, City is willing to provide Company with up to One-Million Three-Hundred Thousand and no/100 dollars ($1,300,000.00) in a loan towards the renovation and expansion of their facility at 900 S. Platte Avenue in Fremont, Nebraska and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1) Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

a) "Employment Certificate" shall mean a certification for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the FTE's and Minimum Hourly Rate terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours

which FTE's worked and received compensation at Company's facilities in Fremont; and (ii) the average hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

b) "Full-Time Equivalents" or "FTE's" shall mean persons hired by Company as part of operations at 900 S. Platte Avenue in Fremont as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Fremont by two thousand eighty (2,080).

c) "Minimum Hourly Rate" shall mean an average minimum rate of $17.00 or more per hour for each FTE employed as part of Company's operation at 900 S. Platte Avenue in Fremont. The hourly rate shall be determined by dividing the total wages and salaries paid to each FTE by two thousand eighty (2,080).

d) "Performance-based Forgivable Loan" shall mean a form of loan in which its entirety can be forgiven over a period of time by the City when certain conditions are met.

e) "Repayable Loan" shall mean a form of loan in which the Company promises to repay the City according to certain terms and conditions with interest.

2) Employment Requirements. Company shall retain a minimum of one-thousand three-hundred (1,300) full-time equivalent (FTE) positions and create at least eight-hundred (800) additional full-time equivalent (FTE) employees located at their facility at 900 S. Platte Avenue in Fremont, Nebraska according the following schedule:

i. Year 1 - At least $20 million of investment made into the project by the end of the first year.
ii. Year 2 – At least $75 million of investment made into the project by the end of the second year.
iii. Year 3 – At least $150 million of investment made into the project by the end of the third year.
iv. Year 4 – 1,600 full-time equivalent jobs (in total) by the end of the fourth year; average job wage must be at least $17.00 per hour with benefits.
v. Year 5 – 1,900 full-time equivalent jobs (in total) by the end of the fifth year; average job wage must be at least $17.00 per hour with benefits.

a) Company is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security of other federal agency authorized to verify the work eligibility status of a newly hired employee.

b) Company understands and agrees that lawful presence in the United States is required and the Borrower may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. subsection 4-108.

c) Company agrees to have available for review the individual files, which contain this form and to provide summary data to the City as requested.

3) Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for an economic development incentive loan of One-Million Three-Hundred Thousand and no/100 dollars ($1,300,000.00) for retaining 1,300 FTEs and creating 800 additional FTE employee positions.

4) Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be One-Million Three-Hundred Thousand and no/100 dollars ($1,300,000.00).

5) Company's Representations and Warranties. Company represents and warrants to City as follows:

d) Organization, Standing and Power. Company is a Nebraska Corporation duly formed, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

e) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

f) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

g) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

h) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

i) Operations. During the term of this Agreement, Company shall maintain operations in Fremont, Nebraska and maintain the premises in good operating condition, ordinary wear and tear excepted.

j) Minimum Number of Employees. Company agrees to employ at least 1,900 full-time equivalent (FTE) employees at their facility at 900 S. Platte Avenue in Fremont, Nebraska within four (4) years and maintain those 1,900 jobs until at least the fifth (5th) anniversary of the Effective Date.

In the event that Company breaches any of the foregoing representations and warranties, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of six percent (6%) per annum until such amounts are repaid in full.

6) Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of one-million three-hundred thousand and no/100 dollars ($1,300,000.00) upon Company meeting the following conditions:

a) Company shall have complied with the terms and provisions of Sections 2- 5 of this Agreement in all respects; and

b) If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the One-Million Three-Hundred Thousand and no/100 dollars ($1,300,000.00) Economic Development Loan will be forgiven pursuant to the following schedule:

i) On the first (1st) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

ii) On the second (2nd) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iii) On the third (3rd) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iv) On the fourth (4th) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven; and,

v) On the fifth (5th) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven.

c) The loan will be memorialized in a promissory note, a copy of which is marked Exhibit A, attached hereto and incorporated herein.

7) Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City declare Company to be in breach, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of six percent (6%) per annum until such amounts are repaid in full.

8) Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments, as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

9) Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company and the City contained in this Agreement), shall

remain in full force and effect until the Company has repaid all loan amounts pursuant to Section 6, of this Agreement (such date shall be the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

10) Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

11) Communication. Company agrees to inform City of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City at the following address:

Fremont City Clerk
400 East Military Avenue
Fremont, NE 68025

12) Indemnification. Company agrees to indemnify, defend and hold City and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement or the performance or non-performance of the Agreement.

13) Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

14) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

15) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16) Non-Waiver. Waiver of or acquiescence by City in any default by Company, or any failure of the City insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

17) Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

18) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws

principles.

19) Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

20) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Wholestone Farms Cooperative, Inc., a Nebraska Corporation

By: _____
Chris Venteicher
Its: Chief Financial Officer

City of Fremont, Nebraska

By: _____
Joey Spellerberg
Its: Mayor

EXHIBIT "A"

PROMISSORY NOTE
PERFORMANCE-BASED FORGIVABLE LOAN

February 17, 2021 $1,300,000 Fremont, Nebraska

For Value Received, the undersigned, and Wholestone Farms Cooperative, Inc., 900 S. Platte Avenue, Fremont, NE, 68025, a Nebraska Corporation (hereinafter referred to as the "Maker"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of One-Million Three-Hundred Thousand and no/100 dollars ($1,300,000.00) together with interest to accrue thereon at the rate of six percent (6%) per annum compounded annually as provided herein.

The term of this Promissory Note will be five (5) years from the date of the execution of this Promissory Note, and that certain Economic Development Agreement dated on even date herewith (the "Agreement"). The amounts due from Maker under this Promissory Note will be forgiven as follows:

i) On the first (1st) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

ii) On the second (2nd) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iii) On the third (3rd) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven;

iv) On the fourth (4th) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven; and,

v) On the fifth (5th) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars ($260,000) of the Economic Development Loan shall be forgiven, and

Otherwise performs all Maker's obligations to Lender under this Note and the Agreement.

If Maker fails to create and maintain the jobs for the required period(s) described below:

(i) 1,900 full time equivalent jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska in four years from the date of the execution of this Promissory Note, and

(ii) Maintains those jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska for a minimum period of five (5) years from the date of agreement.

or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Maker be transferred to a third party, then in any such event, Maker shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this Promissory Note. Maker further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

All payments and any notice to the Lender shall be sent to the Lender by sending the same to: Fremont City Clerk, 400 East Military Avenue, Fremont, Nebraska, 68025, or such other address as is designated by the Lender in writing. Any notices given to the Maker by Lender will be deemed sufficient and given if sent to the Maker at the following address: Wholestone Farms Cooperative, Inc. 900 S. Platte Avenue, Fremont, NE 68025, or at such other address as the Maker will have designated to the Lender in writing. Lender's notices shall be deemed given when sent and Maker's notices to Lender will be deemed given when actually received by Lender.

The undersigned:

(a) Waives demand, presentment, protest, notice of protest, and suit against any party and all other requirements necessary to hold it; and
(b) Waives as to the amount due hereunder, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Promissory Note and all provisions are binding on the Maker, its successors and assigns, and will insure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise has waived any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This Promissory Note is governed by and construed in accordance with the laws of the State of Nebraska. This Promissory Note and the Agreement contain the entire agreement of the parties to the transactions described above and may not be amended or modified in whole or in part except by written agreement by both of the parties hereto.

Any dispute involving or relating to this Promissory Note or the Agreement, including but not limited to the parties' conduct in entering into any of them, any oral representations or agreements related thereto and the performance of any of these agreements, shall be litigated exclusively in the state courts located in Dodge County, Nebraska. The parties consent to personal jurisdiction in the State of Nebraska and to venue in Dodge County, Nebraska, or in the United States District Court for the District of Nebraska with trial in Omaha, and agree not to contest or to change venue from such location. The parties hereby waive any and all rights they may have to a jury trial in connection with any litigation commenced by or against Lender with respect to the rights and obligations of the parties under this Promissory Note or the Agreement whether sounding in tort, contract, or other theory.

Dated and executed as of the date first written above.

Wholestone Farms Cooperative, Inc., a Nebraska Corporation.

By: _____
Chris Venteicher
Its: Chief Financial Officer

WITNESS: _____

RESOLUTION NO. 2026-059

A Resolution of the City Council of the City of Fremont, Nebraska approving an amendment to the Local Option Economic Development loan agreement with Wholestone Farms Cooperative and authorizing the Mayor to sign the amendment.

WHEREAS, Fremont City Council approved Resolution 2020-052, authorizing a Local Option Economic Develop Fund loan to Wholestone Farms Cooperative (Wholestone); and,

WHEREAS, Wholestone has requested an amendment to their original Local Option Economic Development documents to accommodate changes to their project and contract terms.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, Nebraska approve an amendment to Wholestone's Local Option Economic Development loan documents and authorize the Mayor to sign the amendment.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Eric Fuhrmeister, Water/Sewer Superintendent

DATE: March 10, 2026

SUBJECT: Contract to Procure and Install Emergency Backup Generators

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Recommendation: 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.

The Utility & Infrastructure Board was provided with this recommendation at their regular meeting on March 10, 2026.

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

fremont electric, inc.
Phone (402) 727-4932
Fax (402) 727-8124
Industrial • Commercial • Residential
www.fremontelectricinc.com
1245 Hills Road
Fremont, Nebraska 68025

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:

19th 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.

14th 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 10th 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 Statues (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.	

RESOLUTION NO. 2026-064

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the Contract with Fremont Electric for supply and installation of two emergency backup generators in the amount of $300,518.75.

WHEREAS, the City desires to install 2 power emergency backup generators at intown well site; and,

WHEREAS, bids were solicited and received to supply and install generators; and,

WHEREAS, Fremont Electric was determined to be the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorizes the Mayor to sign the proposal and contract for Emergency Backup Generators with Fremont Electric in the amount of $300,518.75.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026.

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk

STAFF REPORT

TO: City Council

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.

Recommendation: Affirm Resolution 2026-065 Emergency Declaration by the Mayor and Utility General Manager for expenses exceeding the spending limit

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.

This item will be discussed at the March 10, 2026 Utility and Infrastructure Board Meeting.

Fiscal Impact: Unknown at this time.

RESOLUTION NO. 2026-065

A Resolution of the City Council of the City of Fremont, Nebraska Affirming Emergency Declaration by the Mayor and Utility General Manager for expenses in excess of the spending limit for repairs to the Derril G. Marshall Combustion Gas Turbine (50T) and Associated Equipment

WHEREAS, on February 13, 2026 Lon D. Wright Staff shut down 50T for scheduled turbine / compressor and generator inspection. The inspection identified items that require attention; and,

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

WHEREAS, 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. This emergency will remain in place until all the repairs on 50T and auxiliary equipment have been completed and the unit return to service.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Fremont, Nebraska affirm the emergency declaration by the Mayor and Utility General Manager and authorizes purchases in excess of spending limit.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2026

_____
Dev Sookram, Mayor

ATTEST:

_____
Michael Chatterson, City Clerk