

# METROPOLITAN UTILITIES DISTRICT

## Committee Meetings

8:15 a.m.

August 4, 2021

### AGENDA

1. Safety Briefing
2. Roll Call
3. Open Meetings Act Notice

#### **Construction and Operations – Frost, Friend, Cavanaugh**

1. Capital Expenditures [Cory O'Brien - VP, Engineering & Construction] – **Tab 5**
2. Acceptance of Contracts and Payment of Final Estimates  
[Stephanie Henn – Director, Plant Engineering] – **Tab 6**
3. Bids on Materials and Contracts  
[Jon Zellars – VP, Procurement & Enterprise Services] – **Tab 7**

#### **Services & Extensions – Friend, Begley, Howard**

1. Main Extensions [Cory O'Brien –VP, Engineering & Construction] – **Tab 9**

#### **Personnel – Begley, Frost, Friend**

1. Wage and/or Salary Increases and Ratifications  
[Bonnie Savine – VP, Human Resources] - **Tab 10**
2. Senior Vice President Job Re-Evaluations [Bonnie Savine – VP, Human Resources] - **Tab 11**

#### **Judicial and Legislative – Cook, Cavanaugh, Howard**

1. Amend Interlocal Cooperation Agreement with Central Plains Energy Project (CPEP)  
Members [Mark Mendenhall – Senior Vice-President & General Counsel] – **Tab 12**

*(Turn over for regular Board Meeting agenda)*

**METROPOLITAN UTILITIES DISTRICT**  
**Regular Monthly Board Meeting**

**9:00 a.m.**

**August 4, 2021**

**AGENDA**

- |                              |  |
|------------------------------|--|
|                              | 1. Roll Call   |
|                              | 2. Open Meetings Act Notice  |
|                              | 3. Pledge of Allegiance  |
|                              | 4. Approval of Minutes – Committee Meetings & Regular Board Meeting for July 7, 2021         |
| CONSTRUCTION<br>& OPERATIONS | 5. Capital Expenditures  |
|                              | 6. Acceptance of Contracts and Payment of Final Estimates                                    |
|                              | 7. Bids on Materials and Contracts   |
|                              | 8. Notice of Purchases Between \$25,000 & \$50,000   |
| SERVICES &<br>EXTENSIONS     | 9. Main Extensions   |
| PERSONNEL                    | 10. Wage and/or Salary Increases and Ratifications   |
|                              | 11. Senior Vice President Job Re-Evaluations   |
| JUDICIAL &<br>LEGISLATIVE    | 12. Amend Interlocal Cooperation Agreement with Central Plains Energy Project (CPEP) Members |
| BOARD                        | 13. Other Matters of District Business for Discussion  |

**Adjourn Regular Monthly Board Meeting**

***(Turn over for Committee Meetings agenda)***

## **METROPOLITAN UTILITIES DISTRICT**

### **Minutes of Committee Meetings**

**July 7, 2021**

Chairperson McGowan called to order the Committee meetings of the Metropolitan Utilities District Board of Directors at 8:15 a.m. at its headquarters building located at 7350 World Communications Drive.

Advance notice of the Meetings was published in the print version of *The Omaha World-Herald* on June 27, 2021, and its online version from June 27, 2021, through July 4, 2021. Notice was also provided on the M.U.D. website at [www.mudomaha.com](http://www.mudomaha.com) and other social media platforms. Agendas and pertinent documents to be presented at the July 7, 2021, meetings were delivered to Board Members on June 30, 2021, and posted to the M.U.D. website on June 30, 2021.

Chairperson McGowan announced that the meeting was being livestreamed and a recording of the meeting would be uploaded to the M.U.D. website after the meeting's conclusion. He also announced that for all attendees at the meeting who are not fully vaccinated, the District is continuing to follow the CDC's guidelines for "Choosing Safer Activities" by requiring masks or six-foot social distancing.

#### **Roll Call**

On a roll call vote, the following Directors acknowledged their presence: Jim Begley, Tanya Cook, Jack Frost, Mike McGowan, Gwen Howard, Tim Cavanaugh. Director Dave Friend was absent. All attending Board Members participated in-person.

#### **Safety Briefing**

Vice-President of Safety, Security and Business Continuity Shane Hunter provided a safety briefing for all individuals attending the meeting in-person regarding the protocol in the event of an emergency.

#### **Open Meetings Act Notice**

Chairperson McGowan announced that a copy of the Open Meetings Act was located in the back of the Board Room as well as in the conference room designated for any members of the public who may attend.

#### **Construction and Operations – Frost, Friend, Cavanaugh**

Interim Senior Vice-President & Chief Operations Officer Cory O'Brien reviewed the proposed capital expenditures as outlined in his letter to the Committee dated June 30, 2021.

Director of Plant Engineering Stephanie Henn reviewed the acceptance of contracts and payment of final estimates as outlined in her letter to the Committee dated June 30, 2021.

Vice-President of Procurement and Enterprise Services Jon Zellars reviewed the bids on materials and contracts as outlined in the letter from Director of Procurement Sherri Meisinger to the Committee dated July 1, 2021.

### **Services & Extensions – Friend, Begley, Howard**

Mr. O'Brien reviewed the proposed main extensions as outlined in his letter to the Committee dated June 29, 2021.

### **Personnel - Begley, Frost, Friend**

Vice-President of Human Resources Bonnie Savine provided an update on the current number of employees and the status of current job placements.

Ms. Savine reviewed the proposed wage and/or salary increases and ratifications as outlined in her letter to the Committee dated June 24, 2021.

Ms. Savine reviewed the proposed selection of Gina Langel for the position of Senior Vice-President and Chief Operations Officer as outlined in her letter dated July 2, 2021.

### **Committee of the Whole - State of the District**

President Mark Doyle presented the annual State of the District report. He stated that the challenges of the pandemic remained at the forefront throughout most of 2020 and well into 2021, requiring the District's Incident Management Team to continuously adapt its Pandemic Preparedness Plan in response to an ever-changing public health landscape. Safety was the District's overarching priority— safety of its employees, safety of the public and safeguarding the integrity of District facilities - in order to successfully carry out its mission to provide life-essential gas and water services to the community. Mr. Doyle expressed his deep appreciation to the District's exceptional leadership team and to all employees who successfully navigated the many disruptions while upholding their commitment to the District's mission.

The presentation was organized according to the District's four foundational pillars which serve as benchmarks for decision-making and daily operations and measuring performance: Safety, Reliability, Fiscal Responsibility and Organizational Excellence

### **SAFETY**

The pandemic necessitated an unforeseen turnabout in the workplace whereby most employees who were able began to work from home, requiring mobile computer equipment and access to be set up for each employee in short order. Field employees, on the other hand, continued to work through challenging conditions with the aid of special personal protective equipment (PPE) and following strict procedural guidelines including

masking and social distancing to minimize the COVID risk for themselves and for customers. The District met 100% of the demand for natural gas and water services without interruption throughout the pandemic period, maintaining full operations at three water treatment facilities and gas production facilities. Guided by medical and scientific resources, the District made every effort to avoid COVID-19 exposure risks and ensure business continuity. As the pandemic risk subsided and vaccination rates increased, the District created a three-phase plan for re-entry to the workplace. Phase 2 began on July 1, 2021, permitting re-entry of 50% of the workforce, and Phase 3 is expected by the end of the calendar year 2021 which will allow 100% occupancy.

The pandemic created significant financial hardship for many customers. The District responded by temporarily suspending service disconnections and late payment charges. The District also partnered with Douglas County in the distribution of \$3.1 million in utility assistance aid to 8,207 households thanks to the federal CARES Act funding and the District's Home Fund program.

Despite the many challenges and obstacles presented by the pandemic, the District's overall safety statistics continued to improve. The District continued to promote its internal policy of 'safety-first.' The total recordable incidents of injuries and accidents reached the lowest number ever, marking the least number of days away from work, work restrictions, or transfers ever recorded. The District's emergency response time also continued to decrease: the average response time in 2020 was 19.3 minutes as compared to 21.6 minutes in 2019 and 25.6 minutes in 2015.

## **RELIABILITY**

The District was able to meet its annual goals for facility upgrades and for infrastructure replacement (IR) for both the gas and water divisions. Through a combined effort of District gas and water crews and contractor partners, the District replaced 40.9 miles of gas mains and 13.4 miles of water mains at a combined cost of \$46 million in 2020 to improve the reliability of the gas and water main infrastructure. Since the inception of the IR program in 2008, the District has replaced approximately 365 total miles of cast iron gas mains and 103 miles of cast iron water mains. The District's goal for gas main IR is to complete 193 miles by the end of 2027, and the long-term goal for water main IR is to increase the annual goal from 2020's rate of 13.4 miles to 25 miles per year by 2025.

### ***Natural Gas Production Facilities and Peak-Shaving***

The District will be moving forward with a plan to upgrade the LNG Plant (liquefied natural gas) following an in-depth study and Board approval of the \$78 million project that will be financed through two bond issuances. The upgrade will include replacement and expansion of the liquefaction and vaporization systems that date to 1975 when the plant originally went in service. The upgrades will enable the District to meet increasing peak day demands and substantially improve the reliability of the LNG Plant for the foreseeable future.

The importance of the District's investment in the natural gas storage facilities and production capabilities was never more evident than during the polar vortex event that occurred in February of 2021. Reliance on energy stored in the LNG plant and the two

propane air plants enabled the District to avoid purchasing significant volumes on the spot market. Though gas prices the week prior to the vortex hovered around \$4 a dekatherm, they spiked to more than \$400 a dekatherm during the extreme cold. The District's gas storage facilities supplied nearly 40% of the total gas needs to customers over the six-day duration of the cold spell in February. During the same period, District customers used 50% more gas than normal, setting records for gas send-out for two consecutive days. Most utilities do not own or have access to comparable gas storage assets and were therefore forced to purchase significant volumes on the "spot" market resulting in significantly higher gas costs for their customers, with some utilities spreading the recovery of these costs over several years. The impact of the polar vortex for MUD's average residential customer was less than \$26.

#### *Natural Gas and Environmental Sustainability*

The District remains committed to delivering natural gas cleanly and efficiently while working towards sustainable solutions that reduce carbon emissions. One example is the significant leak reduction brought about by the District's comprehensive infrastructure replacement initiative. From 2008 to 2020, by removing more than 360 miles of cast iron gas mains and replacing more than 41,000 gas services, the District effectively removed approximately 408,083 metric tons of CO<sub>2</sub> emissions which is equivalent to displacing emissions from 450 million pounds of coal burned, 46 million gallons of gasoline consumed or 47,090 homes' energy use for one year.

#### *Compressed Natural Gas (CNG)*

The District continues to lead in the market development of CNG and has been engaged in the production of Renewable Natural Gas (RNG) through the Douglas County landfill gas project over the last five years. A portion of the RNG sourced at the landfill is used to supply fuel to three (now two) local CNG fueling stations that serve the District's natural gas fleet of more than 160 light, medium and heavy-duty vehicles. The landfill project has delivered 2.2 million gasoline gallon equivalents (GGE) to the District's system from 2015-2020. Natural gas produced from landfills for transportation fuel reduces greenhouse gas emissions by approximately 88% compared to diesel vehicles. In 2020, the District dispensed more than 2.1 million GGE of CNG across its service territory. This is the equivalent of 3,300 residential homes' annual gas usage and marks the highest amount of CNG dispensed in the District's history.

The District has also continued its relationship with Omaha's bus system, Metro Transit Authority, which operates more than 20 CNG buses in its regular fleet plus nine newly added 60-foot articulating CNG buses for the new ORBT system. The City of Omaha's trash collection contractor (FCC Environmental) began operating its fleet of more than 70 CNG trucks, which utilize approximately 100,000 dekatherms annually, or the equivalent of 1,200 residential homes' annual gas usage.

#### *Natural Gas Back Up for Renewable Power Generation*

The reliability of natural gas continues to play a vital role in the generation mix for electric utilities as they transition away from coal to renewable sources. OPPD announced plans for two new natural gas-fueled generation facilities to support growth and ensure

resiliency in the region. Adding natural gas backup to OPPD's solar facilities is an important component that will improve reliability and quickly provide power when sunlight is not available. This project highlights the environmental benefits of natural gas in reducing emissions and will have a positive long-term impact on the community.

#### *Updating Water Treatment Facilities*

Capital improvement projects continued at the Florence Water Treatment Plant. A month-long shutdown of the facility for the first time in its 131-year history enabled renovations to be completed, including structural and gate improvements in Basin 2, an overhaul of the facility's electrical system and replacement of the 48-inch low service valves. The Platte South Water Treatment Facility and wellfield experienced significant damage related to the 2019 flood; wellfield repair and debris removal was completed in 2020, with repairs to flood-damaged roads within the plant property to be completed soon.

#### *Water Technology*

The District continues to explore multiple technologies and techniques to perform conditional assessment and monitoring of water mains. Additionally, new replacement techniques such as "pipe-bursting" are directed at increasing the efficiency of main replacement while minimizing community disruption.

#### *District Headquarters Building*

Renovations on the District's new Headquarters Building were completed by the end of 2020 on time and under budget. The Board Room was added to host public meetings and was adapted as needed to provide the option for in-person and Webex (remote) participation in response to the pandemic. The new Headquarters building will serve employees and customer-owners well for many years to come and represents another facet of the District's investment in infrastructure.

#### *Construction Center 1& 2*

Damage to the District's Construction Center building caused by a neighboring construction project compelled the District to lease alternative space at 14242 "C" Circle to ensure employee safety and business continuity. In April of 2021, the Board approved \$3.7 million for a three-year lease agreement for space that will house smaller fleet vehicles and approximately 30 employees, including tradespeople, welders, blacksmiths and some maintenance personnel. The District will be working diligently to recover the incremental costs resulting from the Construction Center damage. In March of 2021, the Board approved the purchase of approximately 56 acres near Blair High Road and State Street as the site for a secondary construction center which will provide space for an expanded internal construction department and spread out the concentration of critical equipment and personnel. Construction Center design work is expected to be finalized in 2021 and construction will begin in 2022 with completion and occupancy anticipated by 2023-2024.

## *FISCAL RESPONSIBILITY*

### *Gas and Water Revenues / Credit Rating / Rate Comparison*

The District had another year of strong financial results in 2020. Annual sales of natural gas exceeded budgeted levels by 3.7%. Water sales totaled 31 billion gallons, which was the highest annual consumption since the 2012 record year of 37.9 billion gallons. In October, Moody's Investors Service reviewed the District's Gas and Water Departments and affirmed the "Aa2" credit rating. The District's S&P credit rating for the gas system is "AA+" which is the highest credit rating of any municipal gas system.

The affordability of our gas and water services was again demonstrated via the District's "ranking" in the annual Memphis Gas, Light and Water survey comparing approximately 40 utilities. Gas rates remain well below the national and Midwestern averages, ranking second lowest as measured by the average residential gas bill in 2021. Water rates ranked 14<sup>th</sup>, trending mid-range nationally and regionally.

### *Customer Savings / Gas Supply Contracts and Discounts*

The District's long-term natural gas transportation contract with Northern Natural Gas saved District customer-owners \$8 million as compared with the published tariff rate in 2020. Natural gas pre-pay contracts with Central Plains Energy Project (CPEP) saved District customers \$7.8 million in 2020. Pre-pay contracts have saved District customers \$94 million since the inception of CPEP in 2007. In addition, the LNG and Propane/Air facilities allowed for \$8 million in cost avoidance for the District's customers as compared to what would have been spent on firm pipeline transportation costs.

### *Promises to Our Employees / Pension and OPEB*

The District continued with its commitment to employees to properly fund the pension and other post-employment benefits (OPEB) trust funds. Both the pension and OPEB (Other Post-Employment Benefits) trust funds performed well in 2020: the pension fund reached assets of \$513.6 million and an actuarial-funded ratio of 94%; the OPEB trust had assets of \$60.3 million and an actuarial-funded ratio of 39%. Funding for the OPEB trust was initiated in 2016 which had previously been managed on a 'pay-as-you-go' basis.

### *Debt Service Coverage / Cash Reserves / Deferred Budget Expenditures*

The District remained in compliance with water and gas revenue bond debt service requirements. The District's unrestricted cash reserves increased for both the Gas and Water Departments compared to the previous year. As of December 31, 2020, the gas company had 377 days cash on hand and the water company had 354 days cash on hand, exceeding the District's internal goal of 180 days (equal to six months of operating expenses). The District's liquidity was further bolstered by its \$20 million credit line. The ongoing financial impact of the pandemic was diligently monitored, resulting in the decision to defer approximately \$20 million in budgeted expenditures to preserve the financial strength of the District.

## *ORGANIZATIONAL EXCELLENCE*

### *Community Outreach / Nextdoor App / Rebranding*

The District remained focused on public outreach despite the challenges presented by the pandemic. The District launched its refreshed Home Fund utility assistance program in May 2020. More than \$240,000 was distributed to customers experiencing financial hardships. The District held its 14th annual Heat the Streets Run & Walk for Warmth (virtually) in March along with OPPD and raised \$103,000 for customers in need of utility assistance. In excess of \$1.4 million has been raised since inception of this event.

The District continued with its annual giving drive raising \$90,000 in donations from current and retired employees which was divided between the Home Fund and the United Way of the Midlands. The District added the Nextdoor app to its array of social media platforms to increase its access to the community. This app alone expanded the District's potential reach to more than 225,000 residents in 710 neighborhoods enabling the District to share information such as outages, road closures, and community events in a more strategic way. A rebranding effort, as an extension of the District's 'On Tap!' water brand, is expected in the near future to update the District's visual identity and to train employees in ways to improve the overall customer experience, thereby building trust and confidence among our customers.

### *Employee Engagement*

The District continues to focus on increasing the engagement of its employees. A significant component of this effort is increased employee communication via quarterly "one-on-one" meetings with "direct reports" as well as annual "skip level" meeting with those one reporting level removed. Additional initiatives have included an all-employee survey on communication preferences as well as a refreshed employee intranet page focused on news, announcements and work resources. Finally, the "Chat with the President" Webex meetings were introduced as an interactive format where topics of interest are addressed and employee questions are answered. The chats attract an average of 100 employees and recordings are available for those who are unable to attend.

### *Diversity, Equity and Inclusion (DEI)*

The District's Human Resources Department (HR) continues to work with the Senior Team to develop a Diversity, Equity and Inclusion program. A DEI Statement was drafted and shared with all employees: "M.U.D. is committed to employing a diverse workforce that reflects the community that we serve and that is inclusive of and respects employees' individual differences. We value and embrace an employee's need to bring their authentic self to work." DEI Focus Groups were created, and three group meetings have been held thus far. A dedicated DEI Intranet page will soon be available which will serve as a resource for employees to obtain access to DEI information, links to training, videos, etc. In addition, a diversity calendar will be added to highlight some of the unique celebrations that recognize the contributions of diverse groups. Ongoing development of a DEI Road Map will allow the creation and launching of new DEI Initiatives. HR is also consulting with multiple community resources including DEI professionals, and

consultants from Creighton University and the University of Nebraska at Lincoln to provide possible training, speakers, and workshops.

#### *Succession Planning / Conclusion*

The District continues with its workforce planning by developing processes to anticipate employee retirements and ensure business continuity and sustainability. One example is the "Separation Map" file that is distributed by HR on a quarterly basis to track and be prepared for potential employee retirements. The District continues its efforts to remain an employer of choice and attract talented candidates.

Mr. Doyle asked if Board Members had any questions or comments.

Director Cook urged Management to adopt a more expansive view of diversity, equity and inclusion (DEI) efforts in which all individuals become responsible for encouraging culture change so that a DEI component within the organization is viewed as being central to its success and effectiveness in the same way as any other measured performance effort. The many initiatives reviewed throughout the presentation were laudable and forward-thinking, and DEI efforts should be as important as, for example, physical infrastructure and approached in the same strategic manner and applied with the same energy and commitment. Director Cook noted that more meaningful change is needed and much progress is yet to be achieved.

Chairperson McGowan asked whether any Board Members had any further comments. There were none.

Chairperson McGowan announced that due to COVID-related precautions, any members of the public interested in speaking at the meeting were provided access via a Webex connection set up in a conference room adjacent to the Board Room at the Headquarters Building. He asked whether any members of the public were present and wished to speak, and if so, to please relay that information to the conference room moderator. There were none.

At 10:05 a.m., Chairperson McGowan announced that the Committee Meetings had concluded and that the Board would convene in seven minutes for the regular monthly Board Meeting.

A handwritten signature in blue ink, reading "Mark E. Doyle", with a horizontal line extending to the right.

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Mark E. Doyle  
Secretary and President

MED/mjm

**METROPOLITAN UTILITIES DISTRICT**  
**Minutes of the Regular Monthly Board Meeting**  
**July 7, 2021**

Chairperson McGowan called to order the regular monthly Board Meeting of the Metropolitan Utilities District Board of Directors at 10:12 a.m. at its headquarters building located at 7350 World Communications Drive.

Advance notice of the Meetings was published in the print version of *The Omaha World-Herald* on June 27, 2021, and its online version from June 27, 2021, through July 4, 2021. Notice was also provided on the M.U.D. website at [www.mudomaha.com](http://www.mudomaha.com) and other social media platforms. Agendas and pertinent documents to be presented at the July 7, 2021, meetings were delivered to Board Members on June 30, 2021, and posted to the M.U.D. website on June 30, 2021.

Chairperson McGowan announced that the meeting was being livestreamed and a recording of the meeting would be uploaded to the M.U.D. website after the meeting's conclusion. He also announced that for all attendees at the meeting who are not fully vaccinated, the District is continuing to follow the CDC's guidelines for "Choosing Safer Activities" by requiring masks or six-foot social distancing.

**AGENDA NO. 1**

**ROLL CALL**

On a roll call vote, the following Directors acknowledged their presence: Jim Begley, Tanya Cook, Jack Frost, Mike McGowan, Gwen Howard, Tim Cavanaugh. Director Friend was absent. All attending Board Members participated in-person.

**AGENDA NO. 2**

**OPEN MEETINGS ACT NOTICE**

Chairperson McGowan announced that a copy of the Open Meetings Act was located in the back of the Board Room as well as in the conference room designated for any members of the public who may attend.

**AGENDA NO. 3**

**PLEDGE OF ALLEGIANCE**

Chairperson McGowan invited all who wished to participate to recite the Pledge of Allegiance.

Agenda items No.10 - Selection of Senior Vice-President & Chief Operations Officer, No.13 - President's Performance and Salary Review, and No. 9 - Wage and/or Salary Increases and Ratifications were taken up ahead of other agenda items and in the order as shown herein by request of Director Begley.

**AGENDA NO. 10****SELECTION OF SENIOR VICE-PRESIDENT & CHIEF OPERATIONS OFFICER**

Director Begley moved to approve the selection of Gina Langel for the position of Senior Vice-President and Chief Operations Officer as outlined in Ms. Savine's letter dated July 2, 2021. The motion was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: Begley, Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

**AGENDA NO. 13****PRESIDENT'S PERFORMANCE & SALARY REVIEW**

Director Begley proposed that upon the recommendation of the Board's Personnel Committee and in consultation with Ms. Savine, the salary increase for President Mark Doyle would be set at 2.25% as the General Increase followed by a 5% progression increase. Both increases would be retroactive to March 1, 2021. The motion was seconded by Director Frost and carried on a roll call vote.

Voting Yes: Begley, Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

**AGENDA NO. 9****WAGE AND/OR SALARY INCREASES AND RATIFICATIONS**

Director Begley moved to approve the wage and/or salary increases and ratifications as outlined in Ms. Savine's letter to the Committee dated June 24, 2021. The motion was seconded by Director Cook and carried on a roll call vote.

Voting Yes: Begley, Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

Director Begley excused himself from the meeting.

**AGENDA NO. 4****APPROVAL OF MINUTES FOR COMMITTEE MEETINGS AND REGULAR MONTHLY BOARD MEETING FOR JUNE 2, 2021**

Director Frost moved to approve the minutes for the Committee Meetings and regular monthly Board Meeting for June 2, 2021, which was seconded by Director Cook and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

## **AGENDA NO. 5**

### **CAPITAL EXPENDITURES**

Director Frost moved to approve the capital expenditures as outlined in Mr. O'Brien's letter to the Committee dated June 30, 2021, which was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

## **AGENDA NO. 6**

### **ACCEPTANCE OF CONTRACTS AND PAYMENT OF FINAL ESTIMATES**

Director Frost moved to approve the acceptance of contracts and payment of final estimates as outlined in the letter from Ms. Henn to the Committee dated June 30, 2021, which was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

## **AGENDA NO. 7**

### **BIDS ON MATERIALS AND CONTRACTS**

Director Frost moved to approve Management's recommendations regarding the bids on materials and contracts as discussed by Mr. Zellars and as outlined in the letter from Director of Procurement Sherri Meisinger dated July 1, 2021. The motion was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

## **AGENDA NO. 8**

### **MAIN EXTENSIONS**

Director Cavanaugh moved to approve the proposed main extensions as outlined in Mr. O'Brien's letter to the Committee dated June 29, 2021, which was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

## **AGENDA NO. 11**

### **OTHER MATTERS OF DISTRICT BUSINESS FOR DISCUSSION**

Chairperson McGowan announced that due to COVID-related precautions, any members of the public interested in speaking at the meeting were provided access via a Webex connection set up in a conference room adjacent to the Board Room at the Headquarters Building. He asked whether any members of the public were present and wished to address the Board. There were none.

**AGENDA NO. 12**

**CLOSED SESSION – Litigation, Real Estate & Personnel Matters**

A Closed Session was not needed.

Director Cook moved to adjourn the regular monthly Board Meeting, which was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: Cook, Frost, McGowan, Howard, Cavanaugh

Voting No: None

The regular monthly meeting was adjourned at 10:20 a.m.



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Mark E. Doyle  
Secretary and President

MED/mjm

**METROPOLITAN UTILITIES DISTRICT**  
*Inter-Department Communication*

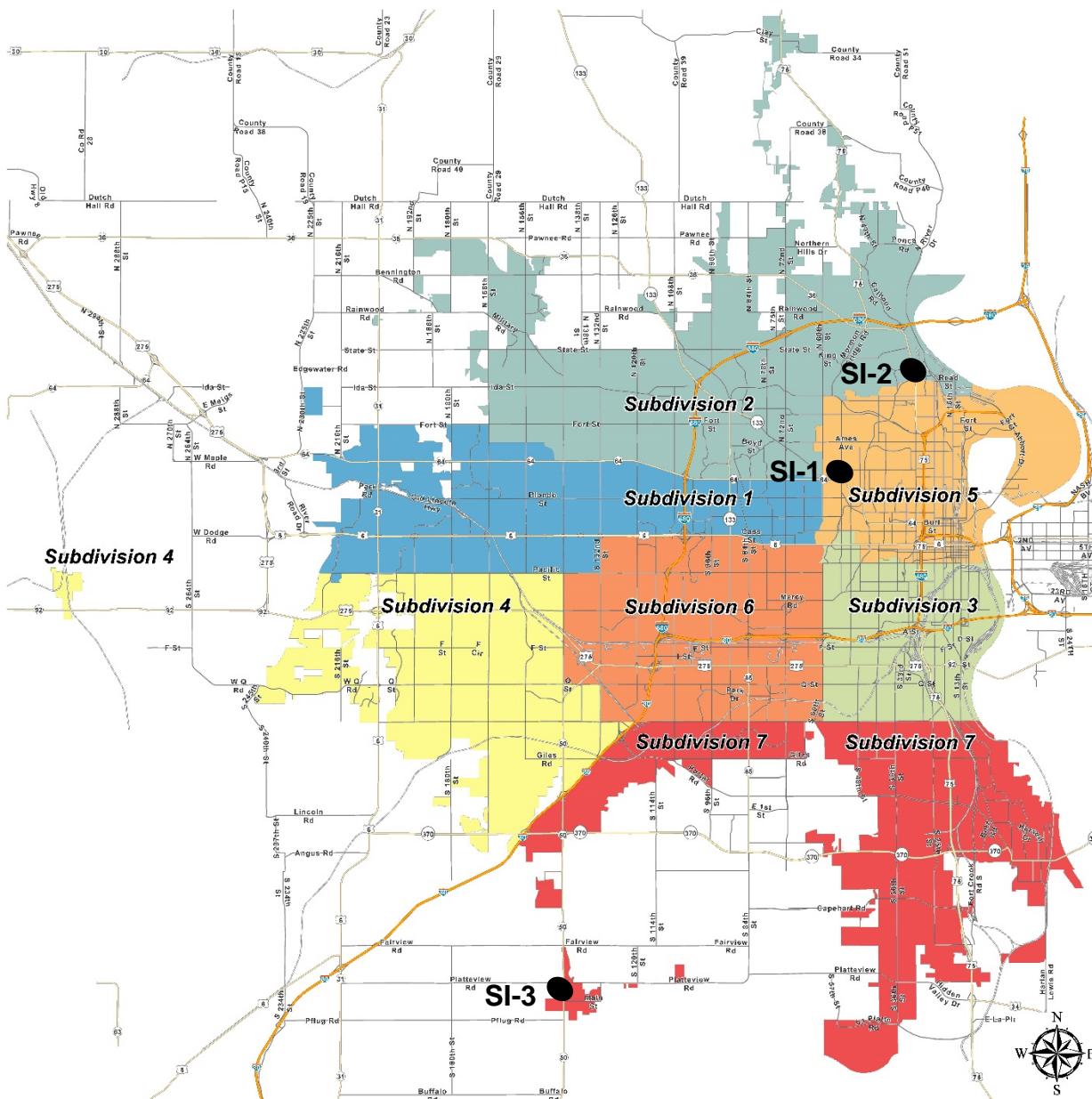
July 27, 2021

**Subject:** CAPITAL EXPENDITURES

**To:** Committee on Construction and Operations  
cc: all Board Members, Doyle, Mendenhall, Schaffart, Ausdemore, Langel, and all Vice Presidents

**From:** Cory J. O'Brien, Vice President, Engineering & Construction

The following items will be on the August 4, 2021, Committee Agenda for consideration and the Board Agenda for approval:



MUD Subdivision Map

## **SYSTEM IMPROVEMENTS**

**1. WP 1777 (100051001052 and 100065001611) – \$120,000 – Replace 24-inch valve at 52<sup>nd</sup> and Bedford Ave.** This water valve is no longer functional and will not open and close properly. The valve was originally installed in 1931. **(Subdivision 5 – Cook)**

**2. WP 1790 (100051001053 and 100065001615) - \$160,000 – Replace 36-inch valve at 29<sup>th</sup> St. and Sharon Dr.** This water valve is no longer functional and will not open and close properly. The valve was originally installed in 1926. **(Subdivision 2 – Friend)**

**3. GP 2633 (100052001816 and 100066002268) - \$218,004 – Install 1,980 feet of 6-inch gas main in Highway 50 north and south of Platteview Rd.** This work is part of the overall plan to increase the gas supply and system reliability to Springfield. In the future, when the existing Town Border Station (TBS) located at Highway 50 and Park Drive is abandoned, Springfield will be supplied from the new TBS at 174<sup>th</sup> and Fairview Rd. Upsizing this section of gas main is required now to ensure adequate supply to this development without future impacts to customers. Doing this work concurrent with this development provides cost savings as well as lessens customer impacts.

## **BUILDINGS, PLANTS AND EQUIPMENT**

**1. 100083001143 and 100083001144 - \$192,000 – Replacement of Engine brake controls on three pumps at the Florence Water Plant and the Rainwood Road Repump Station.** This request is to replace the hydraulic brake control systems on three engine driven finished water pumps. High service pumps #5 and #7 at Florence and pump #3 at the Rainwood Road Repump Station pump will receive the new systems. The mechanical components of the brake systems have been inspected, are in satisfactory condition, and only the control systems require replacement. These existing control systems were installed in 2003 and are obsolete and no longer supported by the manufacturer.

**2. 100088000781 - \$635,000 – Purchase three CNG, single axle regular cab/chassis with dump truck bodies, Construction.** Single axle dump trucks are vital assets used daily by various crews to haul dirt and rubble to and from various work sites. The requested dump trucks will have a dedicated CNG engine and will provide reliable hauling capacity during normal and emergency repair situations. The dump bodies will be fabricated from stainless steel to provide superior corrosion resistance with maximum durability. These trucks were bid as a chassis and body package to shorten delivery times and limit supply chain issues. Delivery is estimated to be 330 days with funding split between 2021 and 2022 budget years. The dump trucks will be replacements for 17-year-old trucks that have reached a point wherein they are no longer economical to maintain for use in the District's fleet. The existing trucks will be sold at auction to recoup the remaining value.

**3. 100088000782 - \$460,000 – Purchase two CNG, regular cab, tandem axle cab/chassis with dump truck bodies, Construction.** Tandem axle dump trucks are used daily by Construction to haul dirt and rubble to and from various work sites. They are vital assets to our water repair crews and main gangs. The requested dump trucks will have a dedicated CNG engine and will provide reliable hauling capacity during normal and emergency repair situations. The dump bodies will be fabricated from stainless steel to provide superior corrosion resistance with maximum durability. These trucks were bid as a chassis and body package to shorten delivery times and limit supply chain issues. Delivery is estimated to be 330 days with funding split between 2021 and 2022 budget years. The dump trucks will be replacements for 12-year-old trucks that have reached a point wherein they are no longer economical to maintain for use in the District's fleet. The existing trucks will be sold at auction to recoup the remaining value.

**4. 100084001292 - \$120,125 – Purchase and install a YZ odorant injection system, LNG.**

In 2020, Northern Natural Gas (NNG) odorized their third branch transmission main that serves the Town Board Station at 117<sup>th</sup> and Fort Streets and the LNG Plant. The existing outdated odorant system is approximately 30 years old and is now oversized for the task it previously performed. This new, smaller YZ odorant injection system will odorize outgoing vaporized LNG, boiloff gas from the LNG tank, and vaporized propane/air injected into the gas distribution system. Gas Production currently maintains all three YZ systems for NNG on the three NNG pipelines that serve Omaha. Installation of this YZ odorant system at the Fort Street Town Border Station will complete the standardization of YZ odorant equipment for our staff.



Cory J. O'Brien

Vice President, Engineering & Construction

Approved:



Mark E. Doyle  
President

**METROPOLITAN UTILITIES DISTRICT**

*Inter-Department Communication*

July 26, 2021

**Subject:** ACCEPTANCE OF CONTRACTS AND PAYMENT OF FINAL ESTIMATES

**To:** Committee on Construction and Operations  
cc: all Board Members, Doyle, Mendenhall, Schaffart, Ausdemore, Langel and all Vice Presidents

**From:** Stephanie L. Henn, Director, Plant Engineering

The following items will be on the August 4, 2021, Committee Meeting for consideration and the Board Meeting Agenda for approval. Work has been satisfactorily completed on the following contracts and final payment is recommended:

Contract	Contract Approval Date	Amounts	
		Contract Bid	Actual
<b>a.</b> Judd Brothers Construction Co, WP 1645-3, 100057000468, 100057000467, Install Water Mains in SRP1A, Phase 3, 168 <sup>th</sup> and Schram Rd.	March 5, 2020	\$4,982,050.00	\$4,819,663.49

**Comments:** There was an overall net decrease of \$162,386.51, primarily due to less boring, pipe embedment, and dewatering than originally estimated. Included in this overall decrease is Change Order No. 1 for an increase of \$100,163.49 due to significant changes in pipe and alignment required at the crossing of Wehrspann Creek. Approval of this final will approve Change Order No. 1.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
<b>b.</b> Roloff Construction Co, WP 1490, 100093001211, 100095001221, 100097000000-01, 100065001547, Cast Iron Water Main Replacement, Dorcus to Marinda Sts. and 56 <sup>th</sup> to 60 <sup>th</sup> Sts.	April 18, 2019	\$650,402.67	\$693,703.59

**Comments:** There was an overall net increase of \$43,300.92, primarily due to extra paving and long side water service reconnections that were needed to avoid large sanitary sewer obstructions encountered during construction. Included in this overall increase was a deduct of \$23,365.63 for damage caused to a residence by the contractor's subcontractor.

*\*Based upon Engineering's estimated unit quantities.*



Stephanie L. Henn  
Director, Plant Engineering

Approved:



Cory J. O'Brien  
Vice President, Engineering & Construction



Mark E. Doyle  
President

METROPOLITAN UTILITIES DISTRICT  
*Inter-Department Communication*

July 23, 2021

**Subject:** BIDS ON MATERIALS AND CONTRACTS DURING THE MONTH OF JULY

**To:** Construction & Operations Committee  
cc: All Board Members, Doyle, Ausdemore, Langel, Mendenhall, Schaffart and all Vice Presidents

**From:** Sherri A Meisinger, Director, Procurement

The following items will be on the August 4, 2021, Committee Agenda for consideration and the August 4, 2021, Board Agenda for approval. The recommended bid is bolded and listed first. Nonlocal bidders have been indicated in italics.

**WATER/GAS MAIN CONTRACTS**

<b><u>Item</u></b>	<b><u>Bids Sent / Rec'd</u></b>	<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
Install Water Mains in Highlander East, N. 28 <sup>th</sup> and Blondo Streets 100055001380 WP1808 Engineering Estimate: \$150,050.00 (A C&A in the amount of \$248,394.00 will be presented to the Board on August 4, 2021 for approval.)	18/1	<b>Cedar Construction</b>	<b>\$161,295.00</b>
Install Water Mains in Hanover Falls Center, NW of 156 <sup>th</sup> and State Streets 100055001369 WP1828 Engineering Estimate: \$148,760.00 (A C&A in the amount of \$230,915.00 will be presented to the Board on August 4, 2021 for approval.)	18/2	<b>Kersten Construction</b> Cedar Construction	<b>\$153,943.00</b> 157,276.00
Install Water Mains in Sanctuary Ridge S. 229 <sup>th</sup> Street and West Center Rd. 100055001370 WP1837 Engineering Estimate: \$684,725.00 (A C&A in the amount of \$964,890.00 will be presented to the Board on August 4, 2021 for approval.)	18/2	<b>Kersten Construction</b> Cedar Construction	<b>\$699,196.00</b> 724,842.00

Install Water Mains in Majestic Pointe 2 SW of 168 <sup>th</sup> and State Streets 100055001371 WP1838 Engineering Estimate: \$638,705.00 (A C&A in the amount of \$826,094.00 will be presented to the Board on August 4, 2021 for approval.)	18/2	<b>Cedar Construction</b> Kersten Construction	<b>\$607,422.00</b> 622,910.50
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### **OTHER**

<u><b>Item</b></u>	<u><b>Bids Sent / Rec'd</b></u>	<u><b>Bidders</b></u>	<u><b>Bid Amount</b></u>
Three (3) CNG Regular Cab and Chassis for Single Axle Dump Truck 100088000781 (A C&A in the amount of \$635,000.00 will be presented to the Board on August 4, 2021, for approval.)	11/2	<b>Omaha Truck Center</b> <i>Midwest Peterbilt Group</i>	<b>\$521,211.00</b> 543,651.00
Two (2) CNG Regular Cab Tandem Axle Chassis with Dump Truck 100088000782 (A C&A in the amount of \$460,000.00 will be presented to the Board on August 4, 2021, for approval.)	10/2	<b>Omaha Truck Center</b> <i>Midwest Peterbilt Group</i>	<b>\$377,900.00</b> 403,438.00
Motor Reconditioning Service Florence Low Service #1 100083001141 (C&A for 100083001141 approved June 2, 2021 in the amount of \$105,000.00)	3/2	<b>Siemens</b> Hupp Electric Motors	<b>\$31,858.00</b> 64,869.30

### **ANNUALS**

<u><b>Item</b></u>	<u><b>Bids Sent / Rec'd</b></u>	<u><b>Bidders</b></u>	<u><b>Bid Amount</b></u>
Ammonium Hydroxide (Aqua Ammonia) Platte South Water Treatment Plant (272,000 lbs.) (September 1, 2021, to August 31, 2022)	5/3	<b>Airgas Specialty</b> <i>Hydrite Chemical Co.</i> DPC Industries Inc.	<b>\$37,808.00</b> 38,080.00 66,966.40

Ammonium Hydroxide (Aqua Ammonia) Florence Water Treatment Plant (384,000 lbs.) (September 1, 2021, to August 31, 2022)	5/3	<b>Airgas Specialty</b> <i>Hydrite Chemical Co.</i> DPC Industries Inc.	<b>\$53,376.00</b> 53,760.00 94,540.80
Ammonium Hydroxide (Aqua Ammonia) Platte West Water Treatment Plant (347,000 lbs.) (September 1, 2021, to August 31, 2022)	5/3	<b>Airgas Specialty</b> <i>Hydrite Chemical Co.</i> DPC Industries Inc.	<b>\$48,233.00</b> 48,580.00 85,431.40
One Ton Cylinder of Liquid Chlorine Florence Water Treatment Plant (240 tons) (September 1, 2021, to August 31, 2022)	3/1	<b>DPC Industries Inc.</b>	<b>\$261,360.00</b>
One Ton Cylinder of Liquid Chlorine Platte South Water Treatment Plant (180 tons) (September 1, 2021, to August 31, 2022)	3/1	<b>DPC Industries Inc.</b>	<b>\$196,020.00</b>
One Ton Cylinder of Liquid Chlorine Platte West Water Treatment Plant (240 tons) (September 1, 2021, to August 31, 2022)	3/1	<b>DPC Industries Inc.</b>	<b>\$261,360.00</b>
Precast Concrete Vault Sections Extension #1 (October 1, 2021 to September 30, 2022)	1/1	<b>Kersten Precast Conc.</b>	<b>\$153,725.05</b>

### **ANNUALS**

<b><u>Item</u></b>	<b><u>Bids Sent / Rec'd</u></b>	<b><u>Bidders</u></b>	<b><u>Bid/Bid Value#</u></b>
Quick Lime Florence Water Treatment Plant (7,200 tons by rail) *Bid rejected, non-responsive (September 1, 2021, to August 31, 2022)	5/2	<b>Mississippi Lime</b> <i>LHoist North America</i>	<b>\$1,098,648.00/ 1,050,336.00</b> 2,235,816.00*/ 2,312,280.00*
Quick Lime Platte South Water Treatment Plant (2,700 tons by truck) (September 1, 2021, to August 31, 2022)	5/2	<b>Mississippi Lime</b> <i>LHoist North America</i>	<b>\$426,600.00/ 408,475.00</b> 833,733.00/ 862,400.00

Quick Lime	5/2	<b>Mississippi Lime</b>	<b>\$632,000.00/</b>
Platte West Water Treatment Plant			<b>605,148.00</b>
(4,000 tons by truck)		<i>LHoist North America</i>	1,248,120.00/
(September 1, 2021, to August 31, 2022)			1,290,589.00

#Bid Value based on percentage of available calcium oxide (CaO)



Sherri A. Meisinger  
Director, Procurement  
(402) 504-7253

Approved:



Jon Zellars  
Vice President, Procurement and Enterprise Services



Steven E. Ausdemore  
Senior Vice President, Safety, Security and Field Operations



Mark E. Doyle  
President

METROPOLITAN UTILITIES DISTRICT  
*Inter-Department Communication*

July 21, 2021

**Subject:** NOTICE OF PURCHASES BETWEEN \$25,000 - \$50,000

**To:** All Board Members  
cc: Doyle, Ausdemore, Langel, Mendenhall, Schaffart and all Vice Presidents

**From:** Sherri A. Meisinger, Director, Procurement

During the month of July, the following item was purchased or contracted for and is being submitted to the Board to be placed on file. The purchase or contract was initiated with the low bidder which is bolded and listed first. Nonlocal bidders have been indicated in italics.

<u>Item</u>	<u>Bids Sent / Rec'd</u>	<u>Bidder</u>	<u>Amount Bid</u>
Sodium Permanganate	5/2	<b>Carus LLC</b>	<b>\$38,400.00</b>
September 1, 2021 - August 31, 2022 (40,000 lbs.)		<i>Shannon Chemical Corp.</i>	52,800.00



Sherri Meisinger  
Director, Procurement  
(402) 504-7253

Approved:



Jon Zellars  
Vice President, Procurement and Enterprise Services



Steven E. Ausdemore  
Senior Vice President, Safety, Security and Field Operations



Mark E. Doyle  
President

## METROPOLITAN UTILITIES DISTRICT

Inter-Department Communication

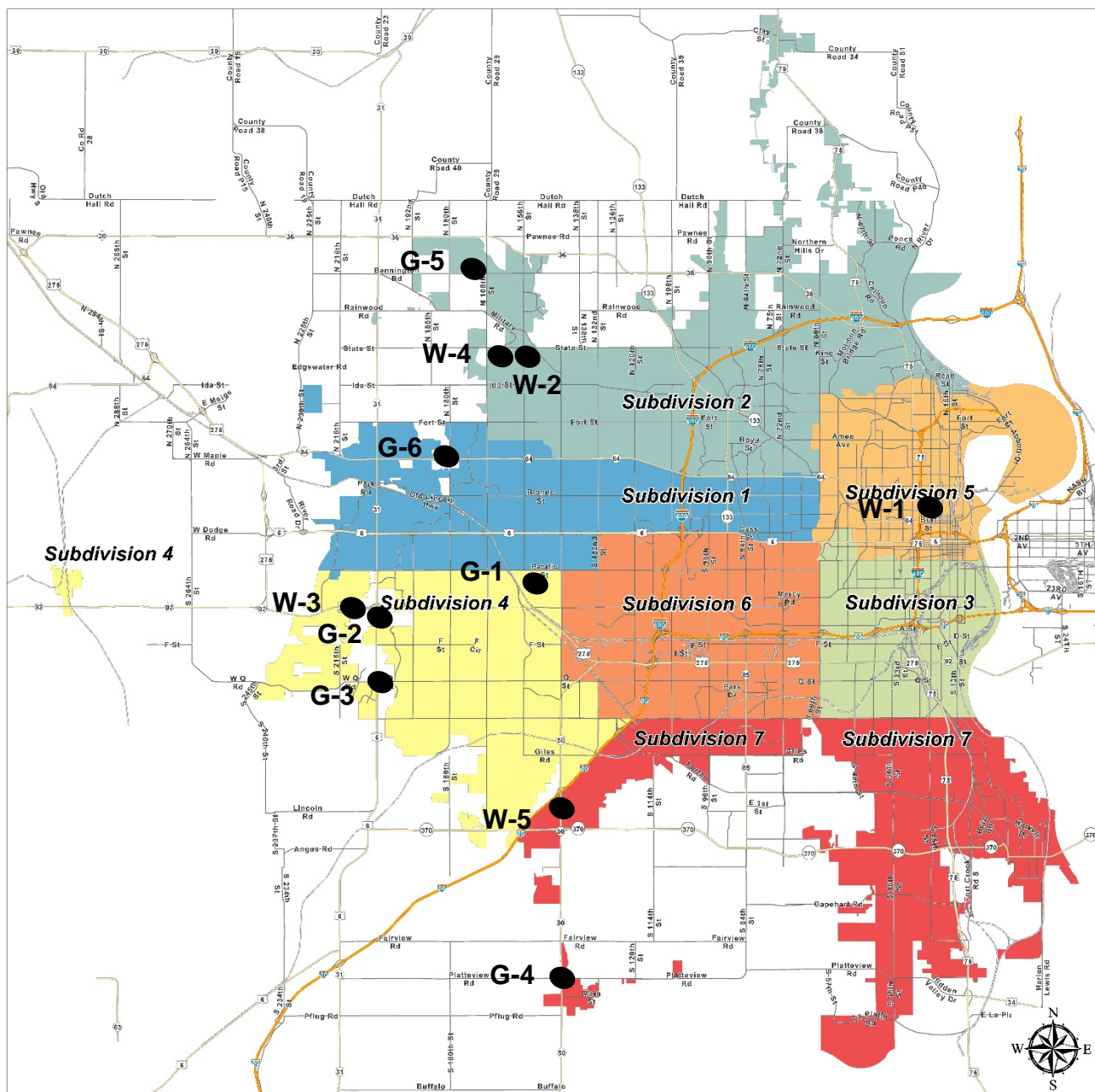
July 27, 2021

**Subject:** MAIN EXTENSIONS

**To:** Services and Extensions Committee  
cc: All Board Members, Doyle, Mendenhall, Schaffart, Ausdemore, Langel, and all Vice Presidents

**From:** Cory J. O'Brien, Vice President, Engineering & Construction

The following main extensions will be on the August 4, 2021, Committee Agenda for consideration and the Board Agenda for approval:



MUD Subdivision Map

WATER					
1.	Project Number	Project Cost	Applicant Contribution	Construction by Applicant	M.U.D. Cost
	WP 1808	\$248,394	\$248,394	\$0	\$0
	<b>Subdivision 5, Cook:</b> REVISION. This work was originally approved by the Board on June 2, 2021, as a developer contracted project (WCD) in the amount of \$67,119. The developer has since requested that the work be changed to a publicly advertised project contracted by the District. This work is being done to provide domestic water service and fire protection to 22 single residence lots in Highlander East Replat 1 Subdivision, 29 <sup>th</sup> and Blondo Sts. Work is requested to be completed by January 2022. (City of Omaha zoning, City of Omaha Planning Department)				
2.	Project Number	Project Cost	Applicant Contribution	Construction by Applicant	M.U.D. Cost
	WP 1828	\$230,915	\$236,051	\$0	\$0
	<b>Subdivision 2, Friend:</b> These mains are being installed to provide domestic water service and fire protection to two multiple residence lots in Hanover Falls Center Subdivision, Phase 1, 156 <sup>th</sup> and State Sts. Work is requested to be completed by September 2021. There are pioneer main fees due to the existing 24- and 36-inch water mains in 156 <sup>th</sup> St., and State St in the amount of \$5,136.00. (City of Omaha zoning, Cameron General Contractors)				
3.	Project Number	Project Cost	Applicant Contribution	Construction by Applicant	M.U.D. Cost
	WP 1837	\$964,890	\$1,193,617	\$0	\$0
	<b>Subdivision 4, Cavanaugh:</b> These mains are being installed to provide domestic water service and fire protection to 97 single residence lots in Sanctuary Ridge Subdivision, 229 <sup>th</sup> St. and W. Center Rd. Work is requested to be completed by October 2021. There are pioneer main fees due to the existing 12- and 16-inch water mains in 222 <sup>nd</sup> St., and Wright St. in the amount of \$228,727. (City of Omaha zoning, Lanoha Pacific, Inc.)				
4.	Project Number	Project Cost	Applicant Contribution	Construction by Applicant	M.U.D. Cost
	WP 1838	\$826,094	\$1,185,472	\$0	\$0
	<b>Subdivision 2, Friend:</b> These mains are being installed to provide domestic water service and fire protection to 194 single residence lots and one multi-residence lot in Majestic Pointe 2 Subdivision, 168 <sup>th</sup> and State Sts. Work is requested to be completed by December 2021. There are pioneer main fees due to the existing 12- and 36-inch water mains in State St., and 168 <sup>th</sup> St. in the amount of \$359,378. (City of Omaha zoning, Peter Katt)				

WATER (con't)					
	Project Number	Project Cost	Applicant Contribution	Construction by Applicant	M.U.D. Cost
	WP 1848	\$270,652	\$366,161	\$0	\$0
5.	<b>Subdivision 7, Frost:</b> These mains are being installed to provide domestic water service and fire protection to one commercial lot in R&R Commerce Park, Phase 4, 150 <sup>th</sup> St. and Gold Coast Rd. Work is requested to be completed by January 2022. There are pioneer main fees due to the existing 24-inch water mains in 144 <sup>th</sup> St. in the amount of \$37,978. There are also connection charges due to the existing 12-inch water main in Gold Coast Rd. in the amount of \$57,531. (City of Papillion zoning, R&R Realty Group)				

GAS						
	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
1.	GP 2621	\$88,335	\$88,335	\$79,296	\$52,871	\$26,425
	<b>Subdivision 4, Cavanaugh:</b> These mains are being installed to provide gas service to 49 single residence lots in Heartwood Estates Subdivision, 150 <sup>th</sup> Ave. and Poppleton Ave. Work is requested to be completed by October 2021. The developer has agreed to pay the cost of the deficiency in the amount of \$26,425. (City of Omaha zoning, Applied Underwriters)					
2.	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
	GP 2626	\$107,903	\$107,903	\$96,863	\$176,956	\$0
	<b>Subdivision 4, Cavanaugh:</b> These mains are being installed to provide gas service to 164 single residence lots in Westbury Creek Subdivision, 213 <sup>th</sup> and "I" Sts. Work is requested to be completed by November 2021. (City of Omaha zoning, Richland Homes, LLC)					
3.	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
	GP 2630	\$301,392	\$237,737	\$213,412	\$219,727	\$0
	<b>Subdivision 4, Cavanaugh:</b> These mains are being installed to provide gas service to 198 single residence, and 9 commercial lots in North Streams Subdivision, 204 <sup>th</sup> and "Q" Sts. Work is requested to be completed by November 2021. To properly extend the gas system to serve future developments, it is necessary to oversize approximately 4,210 feet of 2-inch mains to 4-inch mains at a District cost of \$63,655. (City of Omaha zoning, Woodsonia-North Streams, LLC)					

GAS (con't)						
4.	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
	GP 2633	\$53,541	\$53,541	\$48,063	\$20,045	\$28,018
<b>Subdivision 7, Frost:</b> These mains are being installed to provide gas service to four industrial lots in Springfield Commerce, Highway 50 and Platteview Rd. Work is requested to be completed by October 2021. The developer has agreed to pay the cost of the deficiency in the amount of \$28,018. (City of Springfield zoning, MADDAD Land, LLC)						
5.	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
	GP 2634	\$111,219	\$111,219	\$99,839	\$165,087	\$0
<b>Subdivision 2, Friend:</b> These mains are being installed to provide gas service to 153 single residence lots in Newport Vista Subdivision, Section 2, 171 <sup>st</sup> St. and Bennington Rd. Work is requested to be completed by November 2021. (City of Bennington zoning, Krejci Development, LLC)						
6.	Project Number	Total Estimated	Cost		Allowable Revenue Credits Developer	Deficiency
			Developer Equivalent	Developer Estimate		
	GP 2637	\$98,861	\$76,588	\$68,751	\$23,889	\$44,862
<b>Subdivision 1, Begley:</b> These mains are being installed to provide gas service to 9 commercial lots in Antler View East Subdivision, 180 <sup>th</sup> St. and W. Maple Rd. Work is requested to be completed by October 2021. To properly extend the gas system to serve future developments, it is necessary to oversize approximately 1,350 feet of 2-inch mains to 4-inch mains at a District cost of \$22,273. The developer has agreed to pay the deficiency in the amount of \$44,862. (City of Omaha zoning, 180 Maple, LLC)						



Cory J. O'Brien  
Vice President, Engineering & Construction

Approved:



Mark E. Doyle  
President

**METROPOLITAN UTILITIES DISTRICT**  
*Inter-Department Communication*

July 23, 2021

**Subject: Wage and/or Salary Increases and Ratifications, August 2021 Board Meeting**

**To:** Personnel Committee members Begley, Friend, and Frost

**cc:** Board Members Cavanaugh, Cook, Howard, and McGowan

President Doyle, and Senior Vice Presidents Ausdemore, Mendenhall, Schaffart and Interim  
Senior Vice President O'Brien

**From:** Bonnie Savine, Vice President, Human Resources

The Human Resources Department is recommending the Board of Directors approve the wage or salary increases outlined below. All positions involve District employees earning more than \$10,000 per year and therefore require your approval.

**1. Operating and Clerical (OAC) Wage Increases Due To Promotion**

The Human Resources Department is recommending the Board of Directors approve wage increases for the following Employees within the OAC classification. These wage increases are based on a job selection process, are in compliance with the Collective Bargaining Agreement, and are made following the posting and application process for a job opening in the District. The effective date for these increases will be the beginning of the next OAC pay period following Board approval.

<b>Employee:</b>	<b>Jack Bowman</b>
<b>Current position (department):</b>	Pipe Layer Trainee (Construction)
<b>New position (department):</b>	Meter Mechanic (Meter Services)
<b>Current rate; step/grade:</b>	\$27.10; Step 3
<b>Proposed rate; step/grade:</b>	\$29.89; Step 1
<b>Percent of increase:</b>	10.30%
<b>District hire date:</b>	September 9, 2019

<b>Employee:</b>	<b>Nickie Brandis</b>
<b>Current position (department):</b>	Computer Aided Drafting Technician II (Engineering Design)
<b>New position (department):</b>	Sr. Computer Aided Drafting Technician (Engineering Design)
<b>Current rate; step/grade:</b>	\$32.56; Step 3
<b>Proposed rate; step/grade:</b>	\$35.45; Step 2
<b>Percent of increase:</b>	8.88%
<b>District hire date:</b>	July 31, 2017

<b>Employee:</b>	<b>Leo Garcia III</b>
<b>Current position (department):</b>	Meter Reader – Reread (Meter Services)
<b>New position (department):</b>	Gas Leak Assistant (Gas Distribution)
<b>Current rate; step/grade:</b>	\$33.13; Step 4
<b>Proposed rate; step/grade:</b>	\$34.19; Step 4
<b>Percent of increase:</b>	3.20%
<b>District hire date:</b>	August 28, 2000

**Employee:** **Robert Hastings**  
**Current position (department):** Pipe Layer (Construction)  
**New position (department):** Machine Operator I (Construction)  
**Current rate; step/grade:** \$30.65; Step 2  
**Proposed rate; step/grade:** \$32.57; Step 2  
**Percent of increase:** 6.26%  
**District hire date:** April 15, 2019

**Employee:** **Jeffrey Jones**  
**Current position (department):** Stores Clerk II (Transportation)  
**New position (department):** Stores Clerk III (Transportation)  
**Current rate; step/grade:** \$34.22; Step 4  
**Proposed rate; step/grade:** \$36.40; Step 4  
**Percent of increase:** 6.37%  
**District hire date:** June 18, 2007

**Employee:** **Joseph Rachwalik**  
**Current position (department):** Pipe Layer (Construction)  
**New position (department):** Machine Operator I (Construction)  
**Current rate; step/grade:** \$30.65; Step 2  
**Proposed rate; step/grade:** \$32.57; Step 2  
**Percent of increase:** 6.26%  
**District hire date:** July 2, 2018

**Employee:** **Joseph Simpson**  
**Current position (department):** Pipe Layer (Construction)  
**New position (department):** Pipe Layer Welder (Construction)  
**Current rate; step/grade:** \$30.65; Step 2  
**Proposed rate; step/grade:** \$32.57; Step 2  
**Percent of increase:** 6.26%  
**District hire date:** February 4, 2019

**Employee:** **Trent Volenec**  
**Current position (department):** Pipe Layer (Construction)  
**New position (department):** Pipe Layer Welder (Construction)  
**Current rate; step/grade:** \$30.65; Step 2  
**Proposed rate; step/grade:** \$32.57; Step 2  
**Percent of increase:** 6.26%  
**District hire date:** May 6, 2019

## **2. Operating and Clerical (OAC) Wage Increases Due To Job Transfer**

The Human Resources Department is recommending the Board of Directors approve wage increases for the following Employees within the OAC classification. A transferring employee who is at less than Standard Wage will be moved to an equal rate in the new job classification or, if there is not an identical wage rate, to the nearest higher wage rate in the new job classification. These wage increases are based on a formal selection process, are in compliance with the Collective Bargaining Agreement, and are made following the posting and application process for a job opening in the District. The effective date for these increases will be the beginning of the next OAC pay period following Board approval.

**There are no recommendations for approval this month**

## **3. Operating and Clerical (OAC) Wage Increases Due To Job Progression**

The Human Resources Department is recommending the Board of Directors approve the following wage increases for the OAC employees who have successfully completed required training and who have been recommended by their supervisor for promotion as they progress within their job family. All increases are based on the bargaining unit wage structure. The effective date for these increases will be the beginning of the next OAC pay period following board approval.

**There are no recommendations for approval this month**

## **4. Supervisory, Professional and Administrative (SPA) Salary Increases Due To Job Promotion**

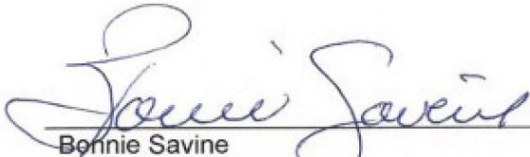
The following SPA employees are selected for promotion. It is recommended the President be authorized to increase the salary of these employees. These SPA positions have been evaluated, graded, appropriate job descriptions completed, and posting guidelines fulfilled. The effective date for these salaries will be the beginning of the next SPA pay period following board approval.

<b>Employee:</b>	<b>James Bartels</b>
<b>Current position (department):</b>	Senior Design Engineer (Engineering Design)
<b>New position (department):</b>	Water Supply Engineer (Water Operations)
<b>Current rate; step/grade:</b>	\$127,387; SPA – 07
<b>Proposed rate; step/grade:</b>	\$133,756; SPA – 08
<b>Percent of increase:</b>	5.00%
<b>District hire date:</b>	March 25, 1996

## **5. Supervisory, Professional and Administrative (SPA) New Hire Ratification**

Board of Director Ratification of salaries, for new SPA employees hired from outside the District, is required to confirm the salary within the grade established for the position. Authorization to ratify the annual salary of SPA employees hired from outside the District will be requested each month, if appropriate.

<b>Employee:</b>	<b>Samuel Olbrey</b>
<b>Current position (department):</b>	Engineer I (Engineering Design)
<b>Current rate; step/grade:</b>	\$68,254; SPA – 02
<b>District hire date:</b>	July 6, 2021



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Bonnie Savine  
Vice President, Human Resources



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Mark A. Mendenhall  
Senior Vice President, General Counsel



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Mark E. Doyle  
President

**METROPOLITAN UTILITIES DISTRICT**  
*Inter-Department Communication*

July 28, 2021

**Subject: Senior Vice President Job Re-Evaluations**

**To:** Personnel Committee members Begley, Friend, and Frost  
**cc:** Board Members Cavanaugh, Cook, Howard and McGowan,  
President Doyle and Senior Vice Presidents Ausdemore, Mendenhall, Schaffart

**From:** Bonnie Savine, Vice President, Human Resources

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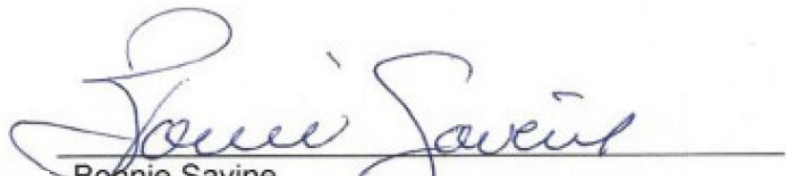
As discussed at the July 2021 Board meeting, and parallel to the recommendation for a starting salary of \$250,000 for the recent Senior Vice President, Chief Operations Officer external hire; President Doyle and I reviewed the performance expectations and annual salaries of the existing senior team. An additional factor in that review was the 2020 compensation analysis project completed by Human Resources in partnership with SilverStone Group/HUB. The market data in this project identified a Base Pay 50th percentile average annual salary of \$303,639 related to the District's senior vice president jobs. The District Board of Directors did approve an adjustment to the salary grade structure for Directors and higher in March 2021. This grade scale adjustment was one step in addressing salary compression, equity and recruitment/retention of our leadership jobs.

Mr. Doyle is recommending the Board of Directors approve authorization to increase the salaries of the existing senior vice presidents via job re-evaluation using the Personnel Policy Manual Section 5, Salary Administration Plan for SPA Personnel language for promotional increases from job re-evaluation. This language, approved at the March 2021 Board meeting, states "Director level jobs and above may be eligible to receive a promotional increase greater than five percent (5%) due to directly related experience, market considerations, compression, salary paid recently to comparable hires, or other factors by recommendation from the President. Prior to the recommendation for a promotional increase above five percent (5%), Human Resources shall review the recommendation with the President and obtain the President's approval prior to submitting to the Board of Directors."

In consideration of the responsibilities, performance expectations and internal equity of these positions; Senior Vice President, Chief Financial Officer, Senior Vice President, General Counsel and Senior Vice President, Safety, Security & Field Operations, it is recommended that the President be authorized to increase the salary of Mr. Joseph Schaffart, Mr. Mark Mendenhall and Mr. Steven Ausdemore respectively to \$250,000 per year, effective August 16, 2021.



Mark E. Doyle  
President



Bonnie Savine  
Vice President, Human Resources

**METROPOLITAN UTILITIES DISTRICT**

*Inter-Department Communication*

July 26, 2021

**Subject:** AMENDED AND RESTATED INTERLOCAL WITH CENTRAL PLAINS ENERGY PROJECT

**To:** Judiciary and Legislative Committee

**CC:** All Board Members; Messrs. Doyle, Ausdemore, Schaffart, Langel, and all Vice Presidents

**From:** Mark Mendenhall, Senior Vice President, General Counsel

In August 2006, the Metropolitan Utilities District (District) entered an Interlocal Agreement with Cedar Falls, Iowa to create the Central Plains Energy Project (CPEP). In 2007 Hastings Utilities joined CPEP as its third member. CPEP was formed to allow its members to secure long-term firm supplies of natural gas by issuing tax exempt bonds to fund the pre-payment for this gas. Under these agreements the participants would receive a discount on their gas purchases relative to monthly index “market” prices.

Since 2006, the District participated in CPEP’s four bond issuance projects. Those four projects resulted in more than 157,000,000 Dth of natural gas procured and over \$96 million in gas cost savings for District customers.

In the last year, the energy prepay market expanded to include electric prepay transactions. This expansion also allows participants to modify an existing electric purchase agreement (typically solar or wind generation) into a prepay to lower the purchase power costs. There have been three electric prepay transactions completed and five other projects have been completed that are a mix of natural gas and electricity.

The District does not plan to participate in any electric-only prepay transactions. Cedar Falls and Hastings are both gas and electric utilities and both have interest in using these projects to lower their electric purchase costs. Other project participants such as Fremont, Nebraska and Watertown, South Dakota are also interested in electric prepaids. The District may continue to participate in CPEP transactions but only related to natural gas transactions. These future transactions may include both gas and electric together.

Management is requesting that the Board approve the Amended and Restated Interlocal Agreement between the District and CPEP’s members to allow CPEP to

meet the needs of the other members and participants. The District will continue to be the administrator for all of CPEP's operations and will continue to be reimbursed for the expenses related to performing these tasks.



Mark Mendenhall  
Senior Vice President/General Counsel

Approved:



Mark E. Doyle  
President

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AMENDED AND RESTATED

**INTERLOCAL COOPERATION AGREEMENT-  
PROVIDING FOR THE ORGANIZATION AND OPERATION OF  
CENTRAL PLAINS ENERGY PROJECT**

Dated as of ~~August 15, 2006~~                     , 2021

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**AMENDED AND RESTATED**  
**INTERLOCAL COOPERATION AGREEMENT-**  
**PROVIDING FOR THE ~~ORGANIZATION~~ORGANIZATION AND**  
**OPERATION OF**  
**CENTRAL PLAINS ENERGY PROJECT**

This Amended and Restated Interlocal Cooperation Agreement, ~~dated~~ as of ~~August 15, 2006~~, 2021 (this "Agreement") is made and entered into ~~by~~initially by and among the Municipal Gas Utility of the City of Cedar Falls, Iowa, the Metropolitan Utilities District of Omaha, and the City of Hastings, Nebraska (the "Original Members") and any other Public Agencies that ~~are~~ become parties to this Agreement ~~(collectively, with the "Original Members"), the "Members")~~ with reference to the following:

RECITALS:

WHEREAS, each of the Members is a Public Agency and a Governmental Utility and is authorized by the laws of the State under which it exists or was created to (i) acquire, purchase, transport, store and manage supplies of ~~Gas~~Commodities, (ii) issue revenue bonds to finance the cost of obtaining ~~Gas supplies~~Commodities and (iii) enter into agreements for joint and cooperative action with other Public Agencies;

WHEREAS, the purpose of the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended (the "Act"), is to permit local government units to make ~~the~~ most efficient use of their powers by enabling them to cooperate ~~with other localities~~ ~~on~~ a basis of mutual advantage and thereby to provide services~~—~~ and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, pursuant to the Act, any power or powers, privileges or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any ~~other~~ ~~Public~~ Agency and any two or more Public Agencies may ~~enter into~~ ~~agreements with~~ one another for joint or cooperative action;

WHEREAS, an agreement entered into by Public Agencies pursuant to the Act ~~may~~ provide for the creation of a separate legal entity to accomplish their ~~joint~~ or ~~cooperative~~ purposes and may delegate to such separate legal entity their jointly held powers, privileges or authorities;

WHEREAS, ~~Chapter 28E of the Iowa Code, entitled "Joint Exercise of Governmental Powers," (i) has the same purpose as the Act, (ii) provides for the joint exercise of powers by public agencies of the State of Iowa with public agencies of any State and (iii) authorizes Iowa public agencies to enter into agreements providing for the creation of, and the delegation of jointly held powers to, a separate legal entity; and~~

~~WHEREAS, each of the Members is a Public Agency and desires to enter into this Agreement~~the Original Members entered into an Interlocal Cooperation Agreement dated as of August 15, 2006, (the "Original Agreement") pursuant to the authority contained in the Act to provide for (i) the creation and organization of the Central Plains Energy Project ("CPEP") as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the

Original Members pursuant to the provisions of the Act to accomplish their joint and cooperative action, and (ii) the delegation to CPEP of certain common powers of the Original Members and the exercise by CPEP of the powers conferred by the Act;

~~delegation to CPEP of certain common powers of~~  
WHEREAS, the Original Members have determined it necessary and appropriate to amend the  
~~exercise by CPEP of~~Original Agreement to expand the powers conferred by of CPEP to include financing  
the ~~Act~~supply of Electric Power and to adjust certain governance matters;

Now, for and in consideration of the terms and provisions of this Agreement and ~~the mutual obligations and undertakings of the Members contained in this Agreement, the Members hereby agree as follows:~~

*Section 1. Definitions and Construction.*

(a) DEFINITIONS. The following terms when used in this Agreement have the following meanings:

"Act" means the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended.

~~"Additional~~Associate Member" means any Public Agency that becomes a party to this Agreement ~~and as an Associate Member of CPEP~~ as provided in Section 5.

"Administrative and General Costs" or "A&G Costs" ~~means the~~ administrative and general costs and expenses of CPEP, including salaries, wages and benefits, costs of management and administration, costs of the preparation of the annual ~~budget~~ and financial statements required by Section 7 and other costs and expenses relating to the general organization, management and administration of CPEP, all to the extent not allocable to any Project as determined by the Board.

"Agreement" ~~means this~~ Amended and Restated Interlocal ~~Cooperation Agreement dated as of August 15, 2006~~ , 2021, as it may be amended or supplemented from time to time in accordance with its terms.

"Alternate Director" means an individual appointed by the governing body of ~~an~~ Original Member to serve on the Board in place of the Director appointed by it.

"Board" means ~~the Board of Directors of CPEP established pursuant to Section 6.~~

"Bonds" means revenue bonds, notes or other ~~evidences of indebtedness~~ issued by CPEP to finance or refinance all or any part of the costs of a Project.

"Bylaws" means the Bylaws of CPEP.

"Commodities" means Electric Power, or Gas, or both.

"Commodity Supply Contract" means a contract under which CPEP provides Commodities and related services to a Member of Project Participant, which may include transportation, storage, management and related services, together with all amendments thereof and supplements thereto.

|  
"*CPEP*" means the Central Plains Energy Project, a separate legal entity and a public body corporate and politic of the State of Nebraska ~~-organized -and-~~ existing pursuant to the provisions of the Act and this Agreement.

|  
"*Director*" means an individual appointed by the governing body of ~~a~~an Original Member to serve on the Board.

"Effective Date" means the date on which this Agreement shall be fully effective, which shall be the date, following the approval and execution ~~of this Agreement by two~~ all of the ~~Initial~~ Original Members, on which all required approvals and filings of ~~this~~ Agreement under the Act and other applicable State law have been obtained and ~~made, all~~ as provided in Section 2.

"Electric Power" means electric energy including three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

"Gas" means any mixture of hydrocarbons and noncombustible ~~gases~~ ~~in~~ a gaseous state consisting primarily of methane.

~~"Gas Supply Contract" means a contract under which CPEP provides Gas supply, transportation, storage, management and/or related services to a Member or a Project Participant, including all amendments thereof and supplements thereto.~~

"Governmental Utility" means a Public ~~Agency~~ that (i) owns and operates ~~either or both a Gas distribution utility or an electric generation and distribution~~ Electric Power utility or (ii) provides Gas or ~~electricity~~ Electric Power at wholesale to entities that own and operate such utilities.

~~"Initial Members" means,~~ collectively, the Senior Members and any Associate Members.

"Original Agreement" means the Interlocal Cooperation Agreement dated as of August 15, 2006, among the Original Members

"Original Members" means the Municipal Gas Utility of the City of ~~Cedar Falls, Iowa and,~~ the Metropolitan Utilities District of Omaha, and the City of Hastings, Nebraska, each of which is a Public Agency and a party to this Agreement on its Effective Date, ~~and any other Public Agency that becomes a party to this Agreement within 60 days of the Effective Date.~~

~~"Members" means, collectively, the Initial Members and any Additional Members.~~

~~"MMBtu" means 1,000,000 British Thermal Units.~~

"Program" means the acquisition, transportation, ~~storage, management and~~ related services and functions which are necessary or desirable to provide to the Members secure, reliable and economic supplies of ~~Gas~~ Commodities, including the undertaking and financing of one or more Projects, all of which shall be undertaken by CPEP as the instrumentality of the Members as provided in this Agreement.

"Project" means any undertaking of CPEP in furtherance of ~~the~~ ~~Program~~, including the acquisition of ~~supplies of Gas, whether through the acquisition of working or royalty interests in Gas reserves, gas purchase agreements (whether providing for payments over time or lump sum prepayments) or other arrangements,~~ Commodities for sale pursuant to

~~Gas~~Commodity Supply Contracts.

*"Project Costs"* means ~~all costs incurred -or payable -by CPEP in connection -with a~~ Project, including Project development costs, all costs of acquisition of ~~Gas~~Commodities, operating expenses, debt service on Bonds and the costs of necessary reserves.

*"Project Management Committee"* means a committee of Project Participants described in Section 6(f).

"Project Participants" means the Members or non-Member Public Agencies that participate in a Project under ~~Gas~~Commodity Supply Contracts with CPEP.

"Public Agency" has meaning assigned to such term in the Act.

"Senior Members" means the Original Members and any Public Agency that becomes a party to this Agreement as a Senior Member as provided in Section 5.

"State" means the State of Nebraska and each other State in which a Member is located.

"Weighted Vote" means, for purposes of voting on a matter before a Project Management Committee, that each representative of a Project Participant may cast that number of votes that is equal to the result (expressed as a percentage) ~~obtained by~~ dividing the dollar amount ~~of MMBtus of Gas~~paid for the Commodities purchased by the Project ~~Participant~~ under the ~~Gas~~Commodity Supply Contract for that Project during the immediately preceding calendar year by the total ~~MMBtus of Gas~~dollar amount paid for Commodities purchased by all Project Participants under the ~~Gas~~Commodity Supply Contracts for that Project during such calendar year.

(b) CONSTRUCTION. Except where the context otherwise requires:

~~(i)~~ words importing the singular number includes the plural number and vice

(i) versa,

(ii) the term "person" includes any of the Members and Project Participants, individuals, corporations, firms, associations, trusts and federal, state and local governments and agencies,

(iii) the term "include" and its derivations are not limiting, and

(iv) references to Sections are references to the Sections of this Agreement.

*Section 2. Findings and Determinations; Purpose of and Authority for this Agreement.*

(a) FINDINGS AND DETERMINATIONS. Each of the Members hereby finds, determines and declares that:

(i) the ~~acquisition~~acquisition of secure, reliable and economic supplies of ~~Gas~~Commodities is necessary for the accomplishment of essential governmental purposes of the Members, including the prudent and successful operation of their Governmental Utilities and the continued economic development of the communities they serve;

(ii) ~~restructuring and deregulation of and~~ increased competition in the ~~Gas industry have~~Commodities industries has imposed direct and substantial burdens and responsibilities ~~on~~ Governmental Utilities with respect to the acquisition, management and

transportation of ~~supplies of Gas~~ Commodities, and, together with high and volatile prices ~~of Gas and Gas equivalents of~~ Commodities and unstable conditions in the wholesale ~~Gas~~ Commodities markets, have exposed ~~Governmental~~ Utilities to significant price, supply and counterparty risks;

(iii) it is necessary, desirable and in the best interest of the Member and to the benefit of the customers and areas served by the Member to enter into this Agreement to provide for their joint and cooperative action and the organization and operation of CPEP for the purposes herein provided; and

(iv) CPEP in the exercise of the powers delegated to it under ~~this Agreement~~ and as set forth in the Act shall be performing essential ~~governmental functions as~~ a "joint entity" under the Act and as an agency, instrumentality and constituted authority of the Members.

(b) PURPOSE. The purpose of this Agreement is to (i) set forth the agreement of the Members for their joint and cooperative action with ~~respect to the Program~~, and (ii) provide for ~~the~~ creation, organization and operation of CPEP pursuant ~~to the Act~~ to undertake and give effect to the Program. Each of the Members hereby declares and agrees that the purposes of this Agreement are necessary, desirable and reasonable and are for the benefit of the customers and areas served by it.

(c) AUTHORITY. This Agreement is entered into pursuant to the authority contained in the Act and, with respect to Members organized or existing under the laws of ~~a State other~~ than the State of Nebraska, the laws of such other State.

(d) FILING AND APPROVAL. Promptly upon the approval of this Agreement by its governing body and the execution of this Agreement by its duly authorized officers, each of the ~~Initial~~ Members shall cause this Agreement to be filed with and/or submitted to each public officer, body or agency that is required to receive or approve this Agreement under applicable State law as a condition to its effectiveness. ~~Upon the completion and/or receipt of all filings, submissions and approvals of this Agreement required with respect to an Initial Member, such Member shall give written notice thereof to each of the other Initial Members, or shall deliver a written statement to each of the other Initial Members to the effect that no such filing, submission or approval of this Agreement is required with respect to it.~~

(e) CERTIFICATES AND OPINIONS. ~~Concurrently with the delivery of the written statement described in paragraph (e) above, each Initial~~ Each Member shall deliver to the other ~~Initial~~ Members such officer's certificates and opinions of legal counsel as are reasonably necessary to establish that this Agreement has been duly authorized, executed and delivered by it ~~and constitutes its legal, valid and binding agreement.~~

Section 3. Creation and Organization ~~of CPEP~~. Pursuant to the authority contained in ~~the~~ Act, the Members hereby ~~create~~affirm the creation and ~~organize~~organization of CPEP as ~~a~~ separate legal entity ~~and~~ a joint entity pursuant to the Act and as a public body corporate and politic of the State of Nebraska to accomplish their joint and cooperative action with respect to the Program, all pursuant ~~to~~ the terms, provisions and limitations contained in this Agreement.

Section 4. ~~\_\_\_\_\_~~ Purposes and Powers of CPEP; Limitations.

(a) PURPOSE OF CPEP. The purpose of CPEP is to implement and give effect to the Program for the benefit of the Members. Each of the Members declares, acknowledges and agrees that, in carrying out the Program, CPEP will be exercising powers for and on behalf of the Members as their instrumentality.

(b) POWERS. In furtherance of the Program, CPEP shall have the power to engage in any and all lawful acts and activities concerning the acquisition, purchase, sale, transportation, storage and management of ~~Gas~~Commodities and related functions, as and to the same extent that such power is possessed and capable of exercise by any of the Members under applicable law. The powers so conferred upon and delegated to CPEP shall include the power to:

(i) Enter into contracts with public or private corporations, Public Agencies and other entities or persons for the acquisition, purchase, sale, transportation, storage and/or management of ~~Gas~~Commodities and ~~all~~ other contracts necessary or desirable to implement the Program, including contracts, agreements and transactions to enhance the reliability, economics and other benefits of ~~the Gas~~Commodities supplies provided through the Program and to manage, limit or mitigate the risks associated with the purchase and sale of ~~Gas~~Commodities;

(ii) Purchase or acquire by contract, lease or otherwise one or more Projects; operate, maintain, manage, renew and repair such Projects or enter into contracts for the operation, maintenance, management renewal and repair of such Projects; and enter into contracts and agreements providing for the joint participation in a Project with other persons;

(iii) Enter into ~~Gas~~Commodity Supply Contracts for the sale of ~~Gas~~Commodities to Members and Project Participants and for the provision of all ~~Gas~~ transportation, storage and/or management services necessary or desirable to provide reliable, secure and economical supplies of ~~Gas~~Commodities to Members and Project Participants;

(iv) Issue Bonds, borrow money or incur indebtedness and to assign, pledge or otherwise convey as security for the payment of any such Bonds, borrowed money or indebtedness, the revenues and receipts derived by CPEP under the ~~Gas~~Commodity Supply Contracts or from any other contracts and agreements entered into by CPEP in connection with the Program or a Project;

~~(v)~~ ~~—~~ Enter into contracts and agreements related to Bonds, borrowed money or indebtedness issued or incurred by CPEP, including ~~contracts~~ ~~for~~ ~~legal,~~ financial

| advisory, underwriting, remarketing and other services; to enter into agreements to

(v) manage the interest rates on its Bonds and financial obligations and to provide for the investment and reinvestment of Bond proceeds and moneys to be used to pay debt service on Bonds; and to obtain ratings and to enter into necessary arrangements for credit and liquidity support for its Bonds and other financial obligations;

(vi) Acquire by gift, grant, purchase or otherwise and to lease any property (real or personal), building, works or improvements necessary or convenient for the purposes provided for in this Agreement;

(vii) Employ or contract with persons or firms for personnel and professional services necessary or desirable to enable CPEP to accomplish its purposes and exercise its powers;

(viii) Sue and be sued in its own name; and

(ix) Take such other actions, engage in such other transactions, enter into such contracts and agreements and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers.

All the powers of CPEP shall be exercised by or under the control, supervision and direction of the Board. The foregoing enumeration of powers shall not be construed as limitation on the powers of CPEP, and CPEP shall have the ability to exercise all other powers necessary or desirable to the accomplishment of its purposes. The foregoing delegation of powers to CPEP is non-exclusive and the exercise of any or all of these powers by CPEP shall not preclude any Member from contemporaneously exercising the same or similar powers.

(c) LIMITATIONS. In addition to the limitations and restrictions contained elsewhere in this Agreement, this Agreement is not intended to, and shall not be construed or interpreted to, expand or increase in any manner the powers, duties and authority of any Member under applicable State law.

*Section 5. Additional Members.* One or more Public Agencies may become Additional Members a Senior Member or Associate Member of CPEP in accordance with this Section 5. Any Public Agency may become a Senior Member or Associate Member of CPEP upon satisfaction of the following conditions:

(a) Such Public Agency is voted to become an Associate Member or a Senior Member of CPEP by the affirmative vote of at least 75% of the total number of Directors on the Board of CPEP;

(a) Such Public Agency (i) is a Public Agency within the meaning of the Act, (b) (ii) owns and operates a Governmental Utility and (iii) is authorized by the laws of the State under which it exists or was created to (A) acquire, purchase, transport, store and manage supplies of Gas, (B) Commodities, (B) issue revenue bonds to finance the cost of obtaining Gas supplies of Commodities and (C) enter into agreements for joint and cooperative action with other Public Agencies;

(b)(c) This Agreement is duly authorized and approved by appropriate action of

| the governing body of such Public Agency and the appropriate officers of such Public Agency  
duly execute a supplement to or counterpart of this Agreement; [and](#)

~~(c) — Such Public Agency is approved and accepted as an Additional Member of CPEP by the affirmative vote of at least 75% of the total number of Directors on the Board; and~~

~~(d) —~~ Such Public Agency delivers to CPEP officers' certificates and opinions of legal counsel reasonably necessary to establish (i) the matters covered by clauses (a) and (d) (b) above, (ii) all other required filings, submittals, approvals, consents and permits that may be required by the Act or other applicable law prior to the full effectiveness of this Agreement with respect to such ~~Additional~~ Member, and (iii) the matters described in Section 2(e).

Any Public Agency which becomes a Member in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

#### *Section 6. Board of Directors.*

(a) GENERAL. Concurrently with its authorization and approval of this Agreement, the governing body of each Senior Member shall also appoint or affirm the appointment one Director and one Alternate Director. Such Director and Alternate Director shall each serve at the pleasure of such governing body, but his or her appointment shall remain in effect until the governing body appoints a successor Director or Alternate Director, as applicable. Each Director and Alternate Director shall be an elected or appointed officer, official or employee of the Member, and may be identified by name of an individual or by title or position with the Senior Member. In the event of the death, disability or disqualification of an individual serving as a Director or Alternate Director, the Member's governing body shall promptly appoint a successor.

~~MEMBERS OF THE BOARD. The Board shall meet within 31 days of the Effective Date for the purpose of adopting Bylaws, electing officers, establishing committees and addressing such other organizational matters as it deems necessary or appropriate. Thereafter, the~~ Associate Members shall not be represented on the Board, shall not appoint a Director, and shall have no voting rights with respect to the Board of Directors.

(b) MEMBERS OF THE BOARD. The Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings as provided in the Bylaws.

(c) BYLAWS. The Board shall adopt Bylaws for the conduct of its affairs and the management of CPEP that are consistent with the provisions of this Agreement and the Act. The Bylaws may be amended or supplemented from time to time by the Board upon the affirmative vote of at least 75% of the total number of Directors on the Board.

(d) QUORUM. The transaction of business of CPEP shall require a quorum of the Board. A quorum shall be determined based upon the total number of Directors on ~~the~~ Board. In all ~~cases~~, a majority of the Directors shall constitute a quorum.

(e) ACTION. Action by the Board shall be by resolution. A majority vote of the total number of Directors on the Board is required to take action on behalf of CPEP except when a greater

number is required by this Agreement.

~~(f)~~—COMMITTEES OF THE BOARD; PROJECT MANAGEMENT COMMITTEES.

The Board may establish one or more committees in furtherance of its purposes and to provide oversight and

(f) direction or assistance, support and advice to CPEP on specific matters, as determined by the Board. Each committee shall act only in an advisory capacity, provided that the Board may (in its discretion and to the extent permitted by law) delegate decision-making authority on specific matters to any committee. The Board may establish an Executive Committee to exercise such of the powers and authority of the Board as may, to the extent permitted by Nebraska law, be delegated by the Board during intervals between Board meetings.

A separate Project Management Committee shall be established for each Project undertaken by CPEP in order to provide the Project Participants with direct representation and voting rights with respect to each such Project. The Members intend that the Board shall, to the fullest extent practicable, (i) defer to the particular concerns and objectives of each Project Management Committee with respect to the Project that is governed by such Committee and (ii) act upon and in furtherance of the recommendations of each such Project Management Committee with respect to the Project governed by such Committee. Except for those matters described in the next paragraph, the Board shall act with respect to a Project only by approving or disapproving a specific decision made by the Project Management Committee for such Project. If the Board disapproves a decision of the Project Management Committee it shall state its reasons for doing so and shall refer the matter back to the Project Management Committee for further consideration and revision of the decision.

The following decisions shall be made solely by the Board without regard to any decision by a Project Management Committee: (i) decisions on matters not relating to any Project or relating to more than one Project of CPEP, (ii) organizational and membership matters including matters relating to this Agreement and the Bylaws of CPEP, (iii) legal matters, including any litigation to which CPEP is a party, (iv) financial and accounting matters, including risk management policies and specific risk management transactions, and (v) general and administrative matters affecting CPEP, including the approval of the annual budget of CPEP's general and administrative expenses (not related to any specific Project) and employment and employee matters.

(g) COMMITTEE VOTING PROCEDURES. Unless otherwise provided in the Bylaws, voting on committees established by the Board shall be by a majority vote of the committee members, with each member being entitled to cast one ~~vote~~. ~~Unless otherwise provided in the GasCommodity~~ Supply Contracts, voting on Project Management Committees shall be by a majority vote of the representatives of the Project Participants, with each such representative being entitled to cast one vote; *provided that*, the representative of any Project Participant ~~may call for~~ a Weighted Vote on any matter before the Project Management Committee, in which case the decision on the matter shall require a majority of the *per capita* votes and a majority of the Weighted Votes. The ~~GasCommodity~~ Supply Contracts for any Project may (i) set forth a revised definition ~~of~~ Weighted ~~Vote~~ from the one contained in this Agreement, which shall apply to that Project only and (ii) provide that the voting rights on the Project Management Committee of any Project Participant may be suspended upon (and during the continuation of) a default by such Project Participant under such ~~GasCommodity~~ Supply Contract. In the event that a Project Management Committee is unable to reach a decision on any matter, the matter shall be referred to the Board for resolution.

(h) EXECUTIVE DIRECTOR. The Board may appoint and employ an executive director and may contract for management and administrative services.

*Section 7. Allocation and Collection of Costs; Annual Budget; Issuance of Bonds.*

(a) ALLOCATION AND COLLECTION OF COSTS. CPEP shall maintain complete and accurate books and records of all of its costs and expenses, which shall ~~be classified as either A&G Costs or Project Costs. A&G Costs shall be allocated to the Members on a per capita basis and shall be billed to the Members not more frequently than monthly. Project Costs of each Project shall be allocated solely to the Members and Project Participants participating in that Project pursuant to the~~ GasCommodity Supply ~~Contracts for that Project. CPEP may finance the costs of Projects by the~~ issuance of its Bonds.

(b) ANNUAL BUDGET. CPEP shall prepare an annual budget of A&G Costs and shall prepare a separate annual budget of Project Costs for each Project pursuant to the GasCommodity Supply Contracts for that Project. The annual budget of A&G Costs and the annual budgets of Project Costs shall be consolidated into a comprehensive budget that ~~reflects all of CPEP's operations and Projects. The financial records and activities of CPEP shall be audited by an independent certified public accountant at the conclusion of each fiscal year. CPEP shall make and file such financial reports as shall be required by law. CPEP may from time to time adopt policies governing its financial activities and establish reasonable reserves pursuant to the procedures set forth in the~~ GasCommodity Supply Contracts.

(c) ISSUANCE OF BONDS BY CPEP. Bonds may be issued in one or more series from time to time by CPEP to finance the costs of one or more Projects. ~~All such Bonds shall be special obligations of CPEP, payable solely from and secured solely by a pledge of all or any designated part of CPEP's revenues derived under the~~ GasCommodity Supply Contracts or under other contractual arrangements with respect to the Program or any Project, including proceeds of the Bonds until disbursed, investment earnings and all revenues, funds and property acquired ~~with such proceeds and other assets pledged securing the Bonds, which shall be pledged to be set aside as a special fund or funds for that purpose.~~

*Section 8. Projects; Project Participants.*

(a) PROJECTS. Each Project shall be established by resolution adopted by the Board upon the request of two or more Project Participants, at least one of which must be a ~~Member~~. Each Member may elect to participate in each Project, but no Member shall be required to participate in any Project. CPEP shall prepare separate GasCommodity Supply Contracts approved by the Board for each Project and shall enter into a separate GasCommodity Supply Contract with each Project Participant that has elected to participate in such Project. The ~~GasCommodity Supply Contracts shall provide for the sale of the output, capacity or service of the Project to the Project Participants on such terms as will produce sufficient revenue to enable CPEP to pay timely all Project Costs. The~~ GasCommodity Supply Contracts for each Project shall contain such provisions with respect to the termination of such Project as are necessary or appropriate and for the disposition of all property comprising or related to such Project upon such termination.

~~(b)~~ PROJECT PARTICIPANTS. Any Public Agency that is empowered by the laws of the State of its organization or existence to engage in the acts and ~~activities of~~ the Members relating to a particular Project may become a Project Participant in that Project pursuant to a GasCommodity Supply

(b) Contract with CPEP. By becoming a Project Participant, a Public Agency shall not ~~be automatically become~~ Members ~~of~~ CPEP under this ~~Agreement~~ and shall not appoint a Director unless such Project Participant is an Original Member, but shall be represented on a Project Management Committee.

A Public Agency may become a Project Participant upon satisfaction of the following conditions:

- (i) Such Public Agency is a Public Agency within the meaning of the Act;
- (ii) A GasCommodity Supply Contract for a Project shall be duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency shall duly execute such GasCommodity Supply Contract;
- (iii) Such Public Agency is approved and accepted as a Project Participant ~~by~~ the affirmative vote of at least 75% of the total number of Directors on the Board; and
- (iv) Such Public Agency delivers to CPEP such certificates and opinions ~~of~~ legal counsel as may be requested by CPEP with respect to ~~the~~ matters ~~covered~~ by clauses (i) and (ii) above and with respect to all other required filings, submittals, ~~approvals~~, consents and permits that may be required by applicable law prior to the effectiveness of the GasCommodity Supply Contract referred to in (ii) above.

The Board may require each Project Participant to pay a portion of CPEP's A&G Costs.

*Section 9. Limitations on Liability.* The obligations of the Members to make payments to CPEP under this Agreement are special and limited obligations of the Members payable solely from their applicable enterprise funds, are not general obligations of the Members and shall not constitute an obligation, indebtedness or liability of any of the Members or Project Participants within the meaning of any constitutional or statutory provision or limitation or otherwise. Bonds issued by CPEP shall not constitute an indebtedness or liability of any of the Members or Project Participants, whether within the meaning of any constitutional or statutory provision or limitation or otherwise. None of the officers, officials or employees of the Members, or their governing bodies, or any members thereof and none of the Directors, officers and employees of CPEP, shall be subject to or in any other way liable for any debt or contract entered into or any obligation or liability incurred by CPEP pursuant to this Agreement, the Program or any Project.

*Section 10. Term and Termination; Withdrawal and Removal of Members.*

(a) This Agreement shall be effective from and after the Effective Date and shall continue in full force and effect until such time as all of the Senior Members elect to terminate this Agreement. The Senior Members may, by resolutions adopted by ~~their~~ ~~respective~~ ~~governing~~ ~~bodies~~, elect to terminate this Agreement at any time without the consent of any Associate Members, but only if:

(i) no ~~Gas~~Commodity Supply Contract is then in effect between CPEP and any of the Members,

(ii) no services are then being provided by CPEP to any of the Members, and

(iii) no Bonds, contracts or other obligations of CPEP are then outstanding or in effect that will not be fully paid, discharged or performed prior to the effective date of the termination of this Agreement.

(b) Upon the termination of this Agreement, the affairs of CPEP shall be wound up, its assets liquidated and its obligations discharged. Any funds or assets of CPEP not distributed or allocated in accordance with the provisions of the GasCommodity Supply Contracts shall be distributed to those Public Agencies that are the Senior Members of CPEP at the time of such termination. Distribution of any such remaining funds or assets shall be on a per capita basis to the existing Senior Members provided, however, the Senior Members shall have the right at any time to agree unanimously on any other method of partial or complete distribution.

(c) Any Member may withdraw from this Agreement and terminate its membership in CPEP by providing not less than 60 days' written notice of such withdrawal to CPEP, if all of the following conditions are met:

(i) no GasCommodity Supply Contract between the Member and CPEP is then in effect and the Member is not a Project Participant in any Project; and

(ii) the Member is not at that time in default of any of its obligations under this Agreement or any agreement or contract with CPEP.

~~(d)~~—Any Member may be removed as a party to the Agreement and its membership in CPEP terminated, with or without cause, upon the adoption of a resolution to that effect by the affirmative vote of all Directors ~~appointed by the other Members~~ and 60 days' written notice to such Member; provided, however, that such removal and termination shall not affect in any way ~~(i)(d)~~ (i) any GasCommodity Supply AgreementContract then in effect between CPEP and such Member and (ii) such Member's representation and voting rights on any Project Management Committee.

*Section 11. Immunities.* The privileges and immunities enjoyed by the Members of CPEP by reason of their governmental and public status shall inure to CPEP and its Directors.

*Section 12. Applicable Law.* This Agreement is made under and shall be subject to and construed in accordance with the laws of the State of Nebraska, particularly the Act. The state and federal courts located in LancasterDouglas County, Nebraska are the agreed to jurisdiction and venue for any disputes arising from or related to this Agreement.

*Section 13. Amendments.* This Agreement may be amended only by a written instrument, specifically denominated as an amendment to this Agreement, duly approved and executed by each of the Senior Members, which amendment shall be effective only after execution by all Senior Members. Approval of amendments to this Agreement may be made without the consent of any

| [Associate Members at any time.](#)

~~TNWI'NIss WHBRI!Of, th Metnbers~~

IN WITNESS WHEREOF, the Members have ~~eaoli~~each caused this Agreement to be  
~~exec\l.ed~~executed as

of the date ~~first~~ written above.

METROPOLITAN UTILITIES DISTRICT OF  
OMAHA, NEBRASKA

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

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

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

ATTEST: \_\_\_\_\_

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

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

CITY OF HASTINGS, NEBRASKA,

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

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

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

ATTEST: \_\_\_\_\_

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

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

MUNICIPAL GAS ~~UTJ.LITY~~UTILITY OF THE  
CITY

~~OF THE~~ amial!b= ~~OF THE~~ amial!b= ~~FALLS, IOWA~~

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

Title: ~~Chair, Board of D:petees~~

Date: ~~st 9 2006~~

By: 1 PM 06 ~~By, -t)q,,,JL..d/L. !:l-----~~

~~VI.as):... Morris~~

Title: ~~ees~~

Date: August 9, 2006

ATTEST: \_\_\_\_\_, J

By: (J.J.)

~~METROPOLITAN UTILITIES~~  
~~DISTRICT OF OMAHA,~~  
~~NEBRASKA~~

ATTEST:

By:

*David H. Crawshaw*

~~cJ.dP.:4?~~

~~Thomas A. Wurtz, President~~

~~Date: August 11, 2006~~

Approved as to form:

*David H. Crawshaw*  
Senior Vice President, General Counsel

IN WITNESS WHEREOF, the Members have each caused this Agreement to be executed as of the date first written above.



CITY OF HASTINGS, NEBRASKA,  
HASTINGS UTILITIES

By: Matthew D. Rorer

Title: Mayor

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

Date: September 25, 2008

ATTEST:

By: Carrie Hartman

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

**METROPOLITAN UTILITIES DISTRICT OF OMAHA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE  
INTERLOCAL COOPERATION AGREEMENT PROVIDING FOR THE  
ORGANIZATION AND OPERATION OF CENTRAL PLAINS ENERGY  
PROJECT; AND RELATED MATTERS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN  
UTILITIES DISTRICT OF OMAHA**

**Section 1. Findings and Determinations.** The Board of Directors (the **“Board”**) of the Metropolitan Utilities District of Omaha (**“Member”** or **“MUD”**) hereby finds and determines as follows:

(a) Member is a party to an Interlocal Cooperation Agreement Providing for the Organization and Operation of Central Plains Energy Project, dated as of August 15, 2006 (the **“Interlocal Agreement”**), entered into pursuant to the provisions of the Interlocal Cooperation Act (Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended, the **“Act”**) to create Central Plains Energy Project (**“CPEP”**), a duly organized and validly existing as a separate legal entity and a public body corporate and politic, which Interlocal Agreement is among the Public Agencies (as defined in the Act) that are parties to the Interlocal Agreement (collectively, the **“Members”**) to (1) acquire, purchase, transport, store and manage supplies of natural gas and (2) issue revenue bonds to finance the cost of obtaining natural gas supplies.

(b) Member, the Municipal Gas Utility of the City of Cedar Falls, Iowa (**“CFU”**) and the City of Hastings, Nebraska d/b/a Hastings Utilities (**“HU”**) have executed the Interlocal Agreement and are Members of CPEP.

(c) It is necessary, desirable, advisable and in the best interest of CPEP, its Board and its Members that certain amendments and modifications be made to the Interlocal Agreement to permit financing of the supply of electrical power and similar financings by CPEP in addition to financing gas supply.

(d) A proposed Amended and Restated Interlocal Cooperation Agreement (the **“Amendment”**) has been prepared and has been submitted to the Board.

**Section 2. Authorization and Approval of Amendment.** The Amendment, a copy of which has been presented herewith, is hereby approved in the form presented to the Board at this meeting (a copy of which shall be filed in the records of the Member).

**Section 3. Further Authority.** The Member shall, and the officers, agents and employees of the Member are hereby authorized and directed to, take such further action, and to approve and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Member with respect to the Amendment.

**Section 4. Repeal of Conflicting Resolutions.** All prior resolutions of the Member or any parts thereof in conflict with all or any part of this Resolution are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Board.

**PASSED AND APPROVED:** \_\_\_\_\_, 2021.

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**AMENDED AND RESTATED**  
**INTERLOCAL COOPERATION AGREEMENT**  
**PROVIDING FOR THE ORGANIZATION AND OPERATION OF**  
**CENTRAL PLAINS ENERGY PROJECT**

Dated as of \_\_\_\_\_, 2021

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**AMENDED AND RESTATED  
INTERLOCAL COOPERATION AGREEMENT  
PROVIDING FOR THE ORGANIZATION AND OPERATION OF  
CENTRAL PLAINS ENERGY PROJECT**

This Amended and Restated Interlocal Cooperation Agreement, dated as of \_\_\_\_\_, 2021 (this "*Agreement*") is made and entered into initially by and among the Municipal Gas Utility of the City of Cedar Falls, Iowa, the Metropolitan Utilities District of Omaha, and the City of Hastings, Nebraska (the "*Original Members*") and any other Public Agencies that become parties to this Agreement (collectively with the Original Members, the "*Members*") with reference to the following:

**RECITALS:**

WHEREAS, each of the Members is a Public Agency and a Governmental Utility and is authorized by the laws of the State under which it exists or was created to (i) acquire, purchase, transport, store and manage supplies of Commodities, (ii) issue revenue bonds to finance the cost of obtaining Commodities and (iii) enter into agreements for joint and cooperative action with other Public Agencies;

WHEREAS, the purpose of the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended (the "*Act*"), is to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, pursuant to the Act, any power or powers, privileges or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any other Public Agency and any two or more Public Agencies may enter into agreements with one another for joint or cooperative action;

WHEREAS, an agreement entered into by Public Agencies pursuant to the Act may provide for the creation of a separate legal entity to accomplish their joint or cooperative purposes and may delegate to such separate legal entity their jointly held powers, privileges or authorities;

WHEREAS, the Original Members entered into an Interlocal Cooperation Agreement dated as of August 15, 2006, (the "*Original Agreement*") pursuant to the authority contained in the Act to provide for (i) the creation and organization of the Central Plains Energy Project ("*CPEP*") as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Original Members pursuant to the provisions of the Act to accomplish their joint and cooperative action, and (ii) the delegation to CPEP of certain common powers of the Original Members and the exercise by CPEP of the powers conferred by the Act;

WHEREAS, the Original Members have determined it necessary and appropriate to amend the Original Agreement to expand the powers of CPEP to include financing the supply of Electric Power and to adjust certain governance matters;

Now, for and in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Members contained in this Agreement, the Members hereby agree as follows:

*Section 1. Definitions and Construction.*

(a) DEFINITIONS. The following terms when used in this Agreement have the following meanings:

*"Act"* means the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended.

*"Associate Member"* means any Public Agency that becomes a party to this Agreement as an Associate Member as provided in Section 5.

*"Administrative and General Costs" or "A&G Costs"* means the administrative and general costs and expenses of CPEP, including salaries, wages and benefits, costs of management and administration, costs of the preparation of the annual budget and financial statements required by Section 7 and other costs and expenses relating to the general organization, management and administration of CPEP, all to the extent not allocable to any Project as determined by the Board.

*"Agreement"* means this Amended and Restated Interlocal Cooperation Agreement dated as of \_\_\_\_\_, 2021, as it may be amended or supplemented from time to time in accordance with its terms.

*"Alternate Director"* means an individual appointed by the governing body of an Original Member to serve on the Board in place of the Director appointed by it.

*"Board"* means the Board of Directors of CPEP established pursuant to Section 6.

*"Bonds"* means revenue bonds, notes or other evidences of indebtedness issued by CPEP to finance or refinance all or any part of the costs of a Project.

*"Bylaws"* means the Bylaws of CPEP.

*"Commodities"* means Electric Power, or Gas, or both.

*"Commodity Supply Contract"* means a contract under which CPEP provides Commodities and related services to a Member of Project Participant, which may include transportation, storage, management and related services, together with all amendments thereof and supplements thereto.

*"CPEP"* means the Central Plains Energy Project, a separate legal entity and a public body corporate and politic of the State of Nebraska organized and existing pursuant to the provisions of the Act and this Agreement.

*"Director"* means an individual appointed by the governing body of an Original Member to serve on the Board.

*"Effective Date"* means the date on which this Agreement shall be fully effective, which shall be the date, following the approval and execution of this Agreement by all of the Original Members, on which all required approvals and filings of this Agreement under the Act and other applicable State law have been obtained and made, all as provided in Section 2.

*"Electric Power"* means electric energy including three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

*"Gas"* means any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

*"Governmental Utility"* means a Public Agency that (i) owns and operates either or both a Gas distribution utility or an Electric Power utility or (ii) provides Gas or Electric Power at wholesale to entities that own and operate such utilities.

*"Members"* means, collectively, the Senior Members and any Associate Members.

*"Original Agreement"* means the Interlocal Cooperation Agreement dated as of August 15, 2006, among the Original Members

*"Original Members"* means the Municipal Gas Utility of the City of Cedar Falls, Iowa, the Metropolitan Utilities District of Omaha, and the City of Hastings, Nebraska, each of which is a Public Agency and a party to this Agreement on its Effective Date.

*"Program"* means the acquisition, transportation, storage, management and related services and functions which are necessary or desirable to provide to the Members secure, reliable and economic supplies of Commodities, including the undertaking and financing of one or more Projects, all of which shall be undertaken by CPEP as the instrumentality of the Members as provided in this Agreement.

*"Project"* means any undertaking of CPEP in furtherance of the Program, including the acquisition of Commodities for sale pursuant to Commodity Supply Contracts.

*"Project Costs"* means all costs incurred or payable by CPEP in connection with a Project, including Project development costs, all costs of acquisition of Commodities, operating expenses, debt service on Bonds and the costs of necessary reserves.

*"Project Management Committee"* means a committee of Project Participants described in Section 6(f).

*"Project Participants"* means the Members or non-Member Public Agencies that participate in a Project under Commodity Supply Contracts with CPEP.

*"Public Agency"* has meaning assigned to such term in the Act.

*"Senior Members"* means the Original Members and any Public Agency that becomes a party to this Agreement as a Senior Member as provided in Section 5.

"State" means the State of Nebraska and each other State in which a Member is located.

"Weighted Vote" means, for purposes of voting on a matter before a Project Management Committee, that each representative of a Project Participant may cast that number of votes that is equal to the result (expressed as a percentage) obtained by dividing the dollar amount paid for the Commodities purchased by the Project Participant under the Commodity Supply Contract for that Project during the immediately preceding calendar year by the total dollar amount paid for Commodities purchased by all Project Participants under the Commodity Supply Contracts for that Project during such calendar year.

(b) CONSTRUCTION. Except where the context otherwise requires:

(i) words importing the singular number includes the plural number and vice versa,

(ii) the term "person" includes any of the Members and Project Participants, individuals, corporations, firms, associations, trusts and federal, state and local governments and agencies,

(iii) the term "include" and its derivations are not limiting, and

(iv) references to Sections are references to the Sections of this Agreement.

*Section 2. Findings and Determinations; Purpose of and Authority for this Agreement.*

(a) FINDINGS AND DETERMINATIONS. Each of the Members hereby finds, determines and declares that:

(i) the acquisition of secure, reliable and economic supplies of Commodities is necessary for the accomplishment of essential governmental purposes of the Members, including the prudent and successful operation of their Governmental Utilities and the continued economic development of the communities they serve;

(ii) increased competition in the Commodities industries has imposed direct and substantial burdens and responsibilities on Governmental Utilities with respect to the acquisition, management and transportation of Commodities, and, together with high and volatile prices of Commodities and unstable conditions in the wholesale Commodities markets, have exposed Governmental Utilities to significant price, supply and counterparty risks;

(iii) it is necessary, desirable and in the best interest of the Member and to the benefit of the customers and areas served by the Member to enter into this Agreement to provide for their joint and cooperative action and the organization and operation of CPEP for the purposes herein provided; and

(iv) CPEP in the exercise of the powers delegated to it under this Agreement and as set forth in the Act shall be performing essential governmental functions as a "joint

entity" under the Act and as an agency, instrumentality and constituted authority of the Members.

(b) **PURPOSE.** The purpose of this Agreement is to (i) set forth the agreement of the Members for their joint and cooperative action with respect to the Program, and (ii) provide for the creation, organization and operation of CPEP pursuant to the Act to undertake and give effect to the Program. Each of the Members hereby declares and agrees that the purposes of this Agreement are necessary, desirable and reasonable and are for the benefit of the customers and areas served by it.

(c) **AUTHORITY.** This Agreement is entered into pursuant to the authority contained in the Act and, with respect to Members organized or existing under the laws of a State other than the State of Nebraska, the laws of such other State.

(d) **FILING AND APPROVAL.** Promptly upon the approval of this Agreement by its governing body and the execution of this Agreement by its duly authorized officers, each of the Members shall cause this Agreement to be filed with and/or submitted to each public officer, body or agency that is required to receive or approve this Agreement under applicable State law as a condition to its effectiveness.

(e) **CERTIFICATES AND OPINIONS.** Each Member shall deliver to the other Members such officer's certificates and opinions of legal counsel as are reasonably necessary to establish that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding agreement.

*Section 3. Creation and Organization of CPEP.* Pursuant to the authority contained in the Act, the Members hereby affirm the creation and organization of CPEP as a separate legal entity and a joint entity pursuant to the Act and as a public body corporate and politic of the State of Nebraska to accomplish their joint and cooperative action with respect to the Program, all pursuant to the terms, provisions and limitations contained in this Agreement.

*Section 4. Purposes and Powers of CPEP; Limitations.*

(a) **PURPOSE OF CPEP.** The purpose of CPEP is to implement and give effect to the Program for the benefit of the Members. Each of the Members declares, acknowledges and agrees that, in carrying out the Program, CPEP will be exercising powers for and on behalf of the Members as their instrumentality.

(b) **POWERS.** In furtherance of the Program, CPEP shall have the power to engage in any and all lawful acts and activities concerning the acquisition, purchase, sale, transportation, storage and management of Commodities and related functions, as and to the same extent that such power is possessed and capable of exercise by any of the Members under applicable law. The powers so conferred upon and delegated to CPEP shall include the power to:

(i) Enter into contracts with public or private corporations, Public Agencies and other entities or persons for the acquisition, purchase, sale, transportation, storage and/or management of Commodities and all other contracts necessary or desirable to implement the Program, including contracts, agreements and transactions to enhance the reliability, economics and other benefits of Commodities supplies provided through the Program and to manage, limit or mitigate the risks associated with the purchase and

sale of Commodities;

(ii) Purchase or acquire by contract, lease or otherwise one or more Projects; operate, maintain, manage, renew and repair such Projects or enter into contracts for the operation, maintenance, management renewal and repair of such Projects; and enter into contracts and agreements providing for the joint participation in a Project with other persons;

(iii) Enter into Commodity Supply Contracts for the sale of Commodities to Members and Project Participants and for the provision of all transportation, storage and/or management services necessary or desirable to provide reliable, secure and economical supplies of Commodities to Members and Project Participants;

(iv) Issue Bonds, borrow money or incur indebtedness and to assign, pledge or otherwise convey as security for the payment of any such Bonds, borrowed money or indebtedness, the revenues and receipts derived by CPEP under the Commodity Supply Contracts or from any other contracts and agreements entered into by CPEP in connection with the Program or a Project;

(v) Enter into contracts and agreements related to Bonds, borrowed money or indebtedness issued or incurred by CPEP, including contracts for legal, financial advisory, underwriting, remarketing and other services; to enter into agreements to manage the interest rates on its Bonds and financial obligations and to provide for the investment and reinvestment of Bond proceeds and moneys to be used to pay debt service on Bonds; and to obtain ratings and to enter into necessary arrangements for credit and liquidity support for its Bonds and other financial obligations;

(vi) Acquire by gift, grant, purchase or otherwise and to lease any property (real or personal), building, works or improvements necessary or convenient for the purposes provided for in this Agreement;

(vii) Employ or contract with persons or firms for personnel and professional services necessary or desirable to enable CPEP to accomplish its purposes and exercise its powers;

(viii) Sue and be sued in its own name; and

(ix) Take such other actions, engage in such other transactions, enter into such contracts and agreements and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers.

All the powers of CPEP shall be exercised by or under the control, supervision and direction of the Board. The foregoing enumeration of powers shall not be construed as limitation on the powers of CPEP, and CPEP shall have the ability to exercise all other powers necessary or desirable to the accomplishment of its purposes. The foregoing delegation of powers to CPEP is non-exclusive and the exercise of any or all of these powers by CPEP shall not preclude any Member from contemporaneously exercising the same or similar powers.

(c) **LIMITATIONS.** In addition to the limitations and restrictions contained elsewhere in this Agreement, this Agreement is not intended to, and shall not be construed or interpreted to,

expand or increase in any manner the powers, duties and authority of any Member under applicable State law.

*Section 5. Additional Members.* One or more Public Agencies may become a Senior Member or Associate Member of CPEP in accordance with this Section 5. Any Public Agency may become a Senior Member or Associate Member of CPEP upon satisfaction of the following conditions:

(a) Such Public Agency is voted to become an Associate Member or a Senior Member of CPEP by the affirmative vote of at least 75% of the total number of Directors on the Board of CPEP;

(b) Such Public Agency (i) is a Public Agency within the meaning of the Act, (ii) owns and operates a Governmental Utility and (iii) is authorized by the laws of the State under which it exists or was created to (A) acquire, purchase, transport, store and manage supplies of Commodities, (B) issue revenue bonds to finance the cost of obtaining supplies of Commodities and (C) enter into agreements for joint and cooperative action with other Public Agencies;

(c) This Agreement is duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency duly execute a supplement to or counterpart of this Agreement; and

(d) Such Public Agency delivers to CPEP officers' certificates and opinions of legal counsel reasonably necessary to establish (i) the matters covered by clauses (a) and (b) above, (ii) all other required filings, submittals, approvals, consents and permits that may be required by the Act or other applicable law prior to the full effectiveness of this Agreement with respect to such Member, and (iii) the matters described in Section 2(e).

Any Public Agency which becomes a Member in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

*Section 6. Board of Directors.*

(a) GENERAL. Concurrently with its authorization and approval of this Agreement, the governing body of each Senior Member shall also appoint or affirm the appointment one Director and one Alternate Director. Such Director and Alternate Director shall each serve at the pleasure of such governing body, but his or her appointment shall remain in effect until the governing body appoints a successor Director or Alternate Director, as applicable. Each Director and Alternate Director shall be an elected or appointed officer, official or employee of the Member, and may be identified by name of an individual or by title or position with the Senior Member. In the event of the death, disability or disqualification of an individual serving as a Director or Alternate Director, the Member's governing body shall promptly appoint a successor.

Associate Members shall not be represented on the Board, shall not appoint a Director, and shall have no voting rights with respect to the Board of Directors.

(b) MEMBERS OF THE BOARD. The Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings as provided in the Bylaws.

(c) **BYLAWS.** The Board shall adopt Bylaws for the conduct of its affairs and the management of CPEP that are consistent with the provisions of this Agreement and the Act. The Bylaws may be amended or supplemented from time to time by the Board upon the affirmative vote of at least 75% of the total number of Directors on the Board.

(d) **QUORUM.** The transaction of business of CPEP shall require a quorum of the Board. A quorum shall be determined based upon the total number of Directors on the Board. In all cases, a majority of the Directors shall constitute a quorum.

(e) **ACTION.** Action by the Board shall be by resolution. A majority vote of the total number of Directors on the Board is required to take action on behalf of CPEP except when a greater number is required by this Agreement.

(f) **COMMITTEES OF THE BOARD; PROJECT MANAGEMENT COMMITTEES.** The Board may establish one or more committees in furtherance of its purposes and to provide oversight and direction or assistance, support and advice to CPEP on specific matters, as determined by the Board. Each committee shall act only in an advisory capacity, provided that the Board may (in its discretion and to the extent permitted by law) delegate decision-making authority on specific matters to any committee. The Board may establish an Executive Committee to exercise such of the powers and authority of the Board as may, to the extent permitted by Nebraska law, be delegated by the Board during intervals between Board meetings.

A separate Project Management Committee shall be established for each Project undertaken by CPEP in order to provide the Project Participants with direct representation and voting rights with respect to each such Project. The Members intend that the Board shall, to the fullest extent practicable, (i) defer to the particular concerns and objectives of each Project Management Committee with respect to the Project that is governed by such Committee and (ii) act upon and in furtherance of the recommendations of each such Project Management Committee with respect to the Project governed by such Committee. Except for those matters described in the next paragraph, the Board shall act with respect to a Project only by approving or disapproving a specific decision made by the Project Management Committee for such Project. If the Board disapproves a decision of the Project Management Committee it shall state its reasons for doing so and shall refer the matter back to the Project Management Committee for further consideration and revision of the decision.

The following decisions shall be made solely by the Board without regard to any decision by a Project Management Committee: (i) decisions on matters not relating to any Project or relating to more than one Project of CPEP, (ii) organizational and membership matters including matters relating to this Agreement and the Bylaws of CPEP, (iii) legal matters, including any litigation to which CPEP is a party, (iv) financial and accounting matters, including risk management policies and specific risk management transactions, and (v) general and administrative matters affecting CPEP, including the approval of the annual budget of CPEP's general and administrative expenses (not related to any specific Project) and employment and employee matters.

(g) **COMMITTEE VOTING PROCEDURES.** Unless otherwise provided in the Bylaws, voting on committees established by the Board shall be by a majority vote of the committee members, with each member being entitled to cast one vote. Unless otherwise provided in the Commodity Supply Contracts, voting on Project Management Committees shall be by a majority vote of the representatives of the Project Participants, with each such representative being entitled to cast one vote; *provided that*,

the representative of any Project Participant may call for a Weighted Vote on any matter before the Project Management Committee, in which case the decision on the matter shall require a majority of the *per capita* votes and a majority of the Weighted Votes. The Commodity Supply Contracts for any Project may (i) set forth a revised definition of Weighted Vote from the one contained in this Agreement, which shall apply to that Project only and (ii) provide that the voting rights on the Project Management Committee of any Project Participant may be suspended upon (and during the continuation of) a default by such Project Participant under such Commodity Supply Contract. In the event that a Project Management Committee is unable to reach a decision on any matter, the matter shall be referred to the Board for resolution.

(h) EXECUTIVE DIRECTOR. The Board may appoint and employ an executive director and may contract for management and administrative services.

*Section 7. Allocation and Collection of Costs; Annual Budget; Issuance of Bonds.*

(a) ALLOCATION AND COLLECTION OF COSTS. CPEP shall maintain complete and accurate books and records of all of its costs and expenses, which shall be classified as either A&G Costs or Project Costs. A&G Costs shall be allocated to the Members on a *per capita* basis and shall be billed to the Members not more frequently than monthly. Project Costs of each Project shall be allocated solely to the Members and Project Participants participating in that Project pursuant to the Commodity Supply Contracts for that Project. CPEP may finance the costs of Projects by the issuance of its Bonds.

(b) ANNUAL BUDGET. CPEP shall prepare an annual budget of A&G Costs and shall prepare a separate annual budget of Project Costs for each Project pursuant to the Commodity Supply Contracts for that Project. The annual budget of A&G Costs and the annual budgets of Project Costs shall be consolidated into a comprehensive budget that reflects all of CPEP's operations and Projects. The financial records and activities of CPEP shall be audited by an independent certified public accountant at the conclusion of each fiscal year. CPEP shall make and file such financial reports as shall be required by law. CPEP may from time to time adopt policies governing its financial activities and establish reasonable reserves pursuant to the procedures set forth in the Commodity Supply Contracts.

(c) ISSUANCE OF BONDS BY CPEP. Bonds may be issued in one or more series from time to time by CPEP to finance the costs of one or more Projects. All such Bonds shall be special obligations of CPEP, payable solely from and secured solely by a pledge of all or any designated part of CPEP's revenues derived under the Commodity Supply Contracts or under other contractual arrangements with respect to the Program or any Project, including proceeds of the Bonds until disbursed, investment earnings and all revenues, funds and property acquired with such proceeds and other assets pledged securing the Bonds, which shall be pledged to be set aside as a special fund or funds for that purpose.

*Section 8. Projects; Project Participants.*

(a) PROJECTS. Each Project shall be established by resolution adopted by the Board upon the request of two or more Project Participants, at least one of which must be a Member. Each Member may elect to participate in each Project, but no Member shall be required to participate in any Project. CPEP shall prepare separate Commodity Supply Contracts approved by the Board for each Project and shall enter into a separate Commodity Supply Contract with each Project Participant that

has elected to participate in such Project. The Commodity Supply Contracts shall provide for the sale of the output, capacity or service of the Project to the Project Participants on such terms as will produce sufficient revenue to enable CPEP to pay timely all Project Costs. The Commodity Supply Contracts for each Project shall contain such provisions with respect to the termination of such Project as are necessary or appropriate and for the disposition of all property comprising or related to such Project upon such termination.

(b) **PROJECT PARTICIPANTS.** Any Public Agency that is empowered by the laws of the State of its organization or existence to engage in the acts and activities of the Members relating to a particular Project may become a Project Participant in that Project pursuant to a Commodity Supply Contract with CPEP. By becoming a Project Participant, a Public Agency shall not automatically become Members of CPEP under this Agreement and shall not appoint a Director unless such Project Participant is an Original Member, but shall be represented on a Project Management Committee.

A Public Agency may become a Project Participant upon satisfaction of the following conditions:

- (i) Such Public Agency is a Public Agency within the meaning of the Act;
- (ii) A Commodity Supply Contract for a Project shall be duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency shall duly execute such Commodity Supply Contract;
- (iii) Such Public Agency is approved and accepted as a Project Participant by the affirmative vote of at least 75% of the total number of Directors on the Board; and
- (iv) Such Public Agency delivers to CPEP such certificates and opinions of legal counsel as may be requested by CPEP with respect to the matters covered by clauses (i) and (ii) above and with respect to all other required filings, submittals, approvals, consents and permits that may be required by applicable law prior to the effectiveness of the Commodity Supply Contract referred to in (ii) above.

The Board may require each Project Participant to pay a portion of CPEP's A&G Costs.

*Section 9. Limitations on Liability.* The obligations of the Members to make payments to CPEP under this Agreement are special and limited obligations of the Members payable solely from their applicable enterprise funds, are not general obligations of the Members and shall not constitute an obligation, indebtedness or liability of any of the Members or Project Participants within the meaning of any constitutional or statutory provision or limitation or otherwise. Bonds issued by CPEP shall not constitute an indebtedness or liability of any of the Members or Project Participants, whether within the meaning of any constitutional or statutory provision or limitation or otherwise. None of the officers, officials or employees of the Members, or their governing bodies, or any members thereof and none of the Directors, officers and employees of CPEP, shall be subject to or in any other way liable for any debt or contract entered into or any obligation or liability incurred by CPEP pursuant to this Agreement, the Program or any Project.

*Section 10. Term and Termination; Withdrawal and Removal of Members.*

(a) This Agreement shall be effective from and after the Effective Date and shall continue in full force and effect until such time as all of the Senior Members elect to terminate this Agreement. The Senior Members may, by resolutions adopted by their respective governing bodies, elect to terminate this Agreement at any time without the consent of any Associate Members, but only if:

- (i) no Commodity Supply Contract is then in effect between CPEP and any of the Members,
- (ii) no services are then being provided by CPEP to any of the Members, and
- (iii) no Bonds, contracts or other obligations of CPEP are then outstanding or in effect that will not be fully paid, discharged or performed prior to the effective date of the termination of this Agreement.

(b) Upon the termination of this Agreement, the affairs of CPEP shall be wound up, its assets liquidated and its obligations discharged. Any funds or assets of CPEP not distributed or allocated in accordance with the provisions of the Commodity Supply Contracts shall be distributed to those Public Agencies that are the Senior Members of CPEP at the time of such termination. Distribution of any such remaining funds or assets shall be on a per capita basis to the existing Senior Members provided, however, the Senior Members shall have the right at any time to agree unanimously on any other method of partial or complete distribution.

(c) Any Member may withdraw from this Agreement and terminate its membership in CPEP by providing not less than 60 days' written notice of such withdrawal to CPEP, if all of the following conditions are met:

- (i) no Commodity Supply Contract between the Member and CPEP is then in effect and the Member is not a Project Participant in any Project; and
- (ii) the Member is not at that time in default of any of its obligations under this Agreement or any agreement or contract with CPEP.

(d) Any Member may be removed as a party to the Agreement and its membership in CPEP terminated, with or without cause, upon the adoption of a resolution to that effect by the affirmative vote of all Directors and 60 days' written notice to such Member; provided, however, that such removal and termination shall not affect in any way (i) any Commodity Supply Contract then in effect between CPEP and such Member and (ii) such Member's representation and voting rights on any Project Management Committee.

*Section 11. Immunities.* The privileges and immunities enjoyed by the Members of CPEP by reason of their governmental and public status shall inure to CPEP and its Directors.

*Section 12. Applicable Law.* This Agreement is made under and shall be subject to and construed in accordance with the laws of the State of Nebraska, particularly the Act. The state and federal courts located in Douglas County, Nebraska are the agreed to jurisdiction and venue for any disputes arising from or related to this Agreement.

*Section 13. Amendments.* This Agreement may be amended only by a written instrument, specifically denominated as an amendment to this Agreement, duly approved and executed by each of the Senior Members, which amendment shall be effective only after execution by all Senior Members. Approval of amendments to this Agreement may be made without the consent of any Associate Members at any time.

IN WITNESS WHEREOF, the Members have each caused this Agreement to be executed as of the date first written above.

METROPOLITAN UTILITIES DISTRICT OF  
OMAHA, NEBRASKA

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

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

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

ATTEST:

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

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

CITY OF HASTINGS, NEBRASKA,

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

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

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

ATTEST:

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

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

MUNICIPAL GAS UTILITY OF THE CITY OF  
CEDAR FALLS, IOWA

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

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

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

ATTEST:

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

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

## CENTRAL PLAINS ENERGY PROJECT

RESOLUTION NO. \_\_\_\_\_

### **RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT PROVIDING FOR THE ORGANIZATION AND OPERATION OF CENTRAL PLAINS ENERGY PROJECT; AND RELATED MATTERS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL PLAINS ENERGY PROJECT:**

**Section 1. Findings and Determinations.** The Board of Directors (the **“Board”**) of the Central Plains Energy Project (**“CPEP”**) hereby finds and determines as follows:

(a) CPEP is duly organized and validly existing as a separate legal entity and a public body corporate and politic pursuant to the provisions of the Interlocal Cooperation Act (Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended, the **“Act”**) and an Interlocal Cooperation Agreement Providing for the Organization and Operation of Central Plains Energy Project, dated as of August 15, 2006 (the **“Interlocal Agreement”**), among the Public Agencies (as defined in the Act) that are parties to the Interlocal Agreement (collectively, the **“Members”**) to (1) acquire, purchase, transport, store and manage supplies of natural gas and (2) issue revenue bonds to finance the cost of obtaining natural gas supplies.

(b) Metropolitan Utilities District of Omaha, Nebraska (**“MUD”**), the Municipal Gas Utility of the City of Cedar Falls, Iowa (**“CFU”**) and the City of Hastings, Nebraska d/b/a Hastings Utilities (**“HU”**) have executed the Interlocal Agreement and are Members of CPEP.

(c) It is necessary, desirable, advisable and in the best interest of CPEP, its Board and its Members that certain amendments and modifications be made to the Interlocal Agreement to permit financing of the supply of electrical power and similar financings by CPEP in addition to financing gas supply.

(d) A proposed Amended and Restated Interlocal Cooperation Agreement (the **“Amendment”**) has been prepared and has been submitted to the Board.

**Section 2. Authorization and Approval of Amendment.** The Amendment, a copy of which has been presented herewith, is hereby approved in the form presented to the Board at this meeting (a copy of which shall be filed in the records of CPEP). The members of the Board shall present the Amendment to the governing board of their respective Member for consideration and approval.

**Section 3. Further Authority.** CPEP shall, and the officers, agents and employees of CPEP are hereby authorized and directed to, take such further action, and to approve and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of CPEP with respect to the Amendment.

**Section 4. Repeal of Conflicting Resolutions.** All prior resolutions of CPEP or any parts thereof in conflict with all or any part of this Resolution are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Board.

**PASSED AND APPROVED:** June 29, 2021.