

METROPOLITAN UTILITIES DISTRICT
Committee Meetings

8:15 a.m.

August 3, 2022

DRAFT AGENDA

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

Construction and Operations – Friend, Frost, Cavanaugh

1. Capital Expenditures [Gina Langel - SVP, Chief Operations Officer] – **Tab 5**
2. Amendment #1 – Professional Engineering Services for Water System Master Plan [James Bartels – Water Supply Engineer] – **Tab 6**
3. Acceptance of Contracts and Payment of Final Estimates [Stephanie Henn – Director, Plant Engineering] – **Tab 7**
4. Bids on Materials and Contracts [Jon Zellars – VP, Procurement & Enterprise Services] – **Tab 8**

Services & Extensions – Friend, Begley, Howard

1. Main Extensions [Masa Niiya – Vice-President, Engineering] – **Tab 9**

Personnel – Begley, Frost, Friend

1. Wage and/or Salary Increases and Ratifications [Bonnie Savine – VP, Human Resources] - **Tab 10**

Judicial and Legislative – Cook, Cavanaugh, Howard

1. Lower Platte River Consortium Interlocal Agreement [Rick Kubat, Governmental Affairs Attorney] – **Tab 11**
2. Field Club Lease Agreement Amendment [Mark Mendenhall – SVP, General Counsel] – **Tab 12**

Public Comment

(Turn over for regular Board Meeting agenda)

METROPOLITAN UTILITIES DISTRICT
Regular Monthly Board Meeting

9:00 a.m.

August 3, 2022

DRAFT AGENDA

1. Roll Call
2. Open Meetings Act Notice
3. Pledge of Allegiance
4. Approval of Minutes –Committee Meetings & Regular Board Meeting for July 6, 2022
- CONSTRUCTION & OPERATIONS 5. Capital Expenditures
6. Amendment #1 – Professional Engineering Services for Water System Master Plan
7. Acceptance of Contracts and Payment of Final Estimates
8. Bids on Materials and Contracts
- SERVICES & EXTENSIONS 9. Main Extensions
- PERSONNEL 10. Wage and/or Salary Increases and Ratifications
- JUDICIAL & LEGISLATIVE 11. Lower Platte River Consortium Interlocal Agreement
12. Field Club Lease Agreement Amendment
- BOARD 13. Other Matters of District Business for Discussion
(a) Corporate Communications Commercial Update
14. CLOSED SESSION – Litigation, Personnel and Real Estate
15. Public Comment

Adjourn Regular Monthly Board Meeting

(Turn over for Committee Meetings agenda)

METROPOLITAN UTILITIES DISTRICT
Minutes of Committee Meetings
July 6, 2022

Chairperson Jack Frost 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 meeting was published in the print version of *The Omaha World-Herald* on Sunday, June 26, 2022, and in the online version from June 26, 2022, through July 2, 2022. Notice was also provided on the MUD website at www.mudomaha.com and other social media platforms. Agendas and pertinent Board materials to be presented at the July 6, 2022, Board Meeting were emailed to Directors on June 30, 2022.

Chairperson Frost announced that the meeting was being livestreamed and a recording of the meeting would be uploaded to the MUD website after the meeting's conclusion.

Safety Briefing

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

Roll Call

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

Open Meetings Act Notice

Chairperson Frost announced that a copy of the Open Meetings Act was located on the wall in the back of the Board Room.

Construction and Operations – Friend, Frost, Cavanaugh

Senior Vice-President and Chief Operations Officer Gina Langel presented the proposed capital expenditures as outlined in her letter to the Committee dated June 30, 2022.

Senior Plant Engineer Kris Thompson reviewed the Acceptance of Contracts and Payment of Final Estimates as outlined in the letter to the Committee dated June 24, 2022 from Director of Plant Engineering Stephanie Henn.

Vice-President of Procurement and Enterprise Services Jon Zellars reviewed the bids on materials and contracts as outlined in the letter to the Committee dated June 24, 2022 from Director of Procurement Sherri Meisinger.

Services & Extensions – Friend, Begley, Howard

Director of Engineering Design Jeff Schovanec reviewed the proposed main extensions as outlined in the letter to the Committee dated June 28, 2022 from Vice-President of Engineering & Construction Cory O'Brien.

Director Cavanaugh raised issues that had been relayed to him by water main developers regarding the District's requirement for upfront payment for developers' main extension costs. Developers contend that the advance payment is burdensome when development projects are long delayed due to supply chain issues. Some discussion took place. Mr. Doyle noted the subject has been discussed internally and a more studied review of these processes will be forthcoming to determine whether changes are warranted.

Personnel - Begley, Frost, Friend

Vice-President of Human Resources Bonnie Savine reviewed the wage and salary increases and ratifications as outlined in her letter to the Committee dated June 23, 2022.

Ms. Savine reviewed the promotion of the current Director of Infrastructure Integrity Masa Niiya to the position of Vice-President of Engineering as outlined in her letter to the Committee dated June 22, 2022.

Judicial and Legislative – Cook, Cavanaugh, Howard

Staff Attorney Justin Cooper reviewed the proposed sale of surplus property located at 4951 Grover Street as outlined in the letter to the Committee dated June 28, 2022 from Senior Vice-President and General Counsel Mark Mendenhall. The Board of Directors declared the building structure and lot to be surplus property at its September 1, 2021 Board Meeting. Mr. Cooper noted that a \$33,500 cash bid (not \$33,000 as identified in the Board letter) was received for the property which had been appraised at \$18,000 and confirmation of the proposed sale was recommended.

Insurance and Pension – Howard, McGowan, Cook

Vice-President of Accounting Mark Myers reviewed the proposed ratification of the cyber liability insurance contract renewal as outlined in his letter to the Committee dated June 24, 2022. The cyber insurance renewal was not included among the several insurance renewals presented at the June 1, 2022 Board Meeting due to a delay in acquiring the necessary quotes. Due to the June 15, 2022 expiration of the existing cyber insurance policy, the Board granted authority to the President at its June Board Meeting to execute renewal of the policy on behalf of the District to then be ratified by the Board at its July meeting. Prior to the expiration date, the District's insurance broker Aon

provided a proposal recommending renewal with AIG, the District's current insurance carrier. Mr. Myers reported that of the three quotes received, AIG provided the lowest annual premium as well as the most favorable terms when comparing liability limits and retention amounts. According to Aon, the increase in the first quarter of 2022 for cyber insurance premiums averaged 96% due to the ongoing insurance market volatility. The District's new policy with AIG calls for a 56% increase with an annual premium of \$33,093 which the District anticipated and prepared for in its annual budget.

Committee of the Whole

Vice-President of Water Operations Mike Koenig presented a PowerPoint to outline the proposed capital improvement plan (CIP) for the Platte South Water Treatment Plant. Mr. Koenig noted that the Platte South Plant is over 50 years old and is one of three plants that comprise the District's 'triangle of reliability.' The District's partnership with HDR Engineering to develop the CIP for the Platte South plant began 18 months ago and has involved a comprehensive condition assessment of all structural, mechanical, electrical, architectural and process aspects. Mr. Koenig provided a historical overview of the improvements undertaken at the Platte South plant since it was first put into service. A review of the recommended improvements followed and included estimated costs (in 2022 dollars) of condition improvements (\$63.1 million), operational improvements (\$33.9 million) and regulatory triggered improvements (\$39.3 million) for a total cost of \$136.3 million. The improvements are expected to be financed through bond issuances.

Mr. Koenig next presented a PowerPoint outlining the District's proposed Water System Master Plan. Master planning will provide a strategy to assist in preparing for and meeting the challenges of the future. Some of the issues warranting particular attention include aging infrastructure, population growth and conservation, climate variability, operational efficiencies, increased service expectations, and regulatory requirements. The District's potential partnership with the City of Lincoln in devising a possible water connection was also reviewed. Phase 1 of the study that is currently underway is intended to be completed by January 2023, whereby the City of Lincoln will choose among five possible alternatives for addressing its future water supply needs.

At 9:50 a.m., Chairperson Frost asked if any Board Members had any further comments. There were none.

Public Comment

Chairperson Frost asked if any members of the public would like to address the Board. There were none.

Chairperson Frost announced that the Committee Meetings had concluded, and the Board would reconvene for the regular monthly Board Meeting in ten minutes at 10:00 a.m.



Mark E. Doyle
Secretary and President

MED/mjm

METROPOLITAN UTILITIES DISTRICT
Minutes of the Regular Monthly Board Meeting
July 6, 2022

Chairperson Frost called to order the regular monthly Board Meeting of the Metropolitan Utilities District Board of Directors at 10:00 a.m. at its headquarters building located at 7350 World Communications Drive.

Advance notice of the meeting was published in the print version of *The Omaha World-Herald* on Sunday, June 26, 2022, and in the online version from June 26, 2022, through July 2, 2022. Notice was also provided on the MUD website at www.mudomaha.com and other social media platforms. Agendas and pertinent Board materials to be presented at the July 6, 2022 Board Meeting were emailed to Directors on June 30, 2022.

Chairperson Frost announced that the meeting was being livestreamed and a recording of the meeting would be uploaded to the MUD website after the meeting's conclusion.

AGENDA NO.1

ROLL CALL

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

AGENDA NO. 2

OPEN MEETINGS ACT NOTICE

Chairperson Frost announced that a copy of the Open Meetings Act was located on the wall in the back of the Board Room.

He announced that the MUD Board of Directors must comply with a statutory requirement under the Open Meetings Act which limits the number of virtual Board Meetings to one-half of the total number of Board Meetings during the course of the calendar year. Four (4) possible virtual meetings remain for the current year. Once the statutory limitation for the maximum allowable virtual meetings for the year has been met, a Director may still opt to attend a Board Meeting remotely but the Director's presence will not be recorded in the meeting minutes, and the Director will not be able to participate in meeting discussions or vote on any meeting agenda items.

AGENDA NO. 3
PLEDGE OF ALLEGIANCE

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

AGENDA NO. 4
APPROVAL OF MINUTES FOR COMMITTEE MEETINGS AND REGULAR MONTHLY BOARD MEETING FOR JUNE 1, 2022

Director Cavanaugh moved to approve the minutes for the Committee Meetings and regular monthly Board Meeting for June 1, 2022, which was seconded by Director Cook and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 5
CAPITAL EXPENDITURES

Director Friend moved to approve the capital expenditures as presented by Senior Vice-President, Chief Operations Officer Gina Langel and as outlined in her letter dated June 30, 2022. The motion was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 6
ACCEPTANCE OF CONTRACTS AND PAYMENT OF FINAL ESTIMATES

Director Friend moved to approve the acceptance of contracts and payment of final estimates as presented at the Committee Meetings by Senior Plant Engineer Kris Thompson and as outlined in the letter to the Committee dated June 24, 2022 from Director of Plant Engineering Stephanie Henn. The motion was seconded by Director Begley and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 7
BIDS ON MATERIALS AND CONTRACTS

Director Friend moved to approve the bids on materials and contracts as presented by Vice-President of Procurement and Enterprise Management Jon Zellars and as outlined in the letter to the Committee dated June 24, 2022 from Director of Purchasing Sherri Meisinger. The motion was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 8

NOTICE OF PURCHASES BETWEEN \$25,000 AND \$50,000

Director Friend requested that the Notice of Purchases letter be placed on file.

AGENDA NO. 9

MAIN EXTENSIONS

Director Friend moved to approve the main extensions as presented by Vice-President of Engineering and Construction Cory O'Brien and as outlined in his letter to the Committee dated June 28, 2022. The motion was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 10

WAGE AND/OR SALARY INCREASES AND RATIFICATIONS

Director Begley moved to approve the wage and/or salary increases and ratifications as presented by Ms. Savine in the Committee Meeting and as outlined in her letter dated June 23, 2022. The motion was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 11

SELECTION OF VICE-PRESIDENT OF ENGINEERING

Director Begley moved to approve the selection of Masa Niiya for the position of Vice-President of Engineering as presented by Ms. Savine and as outlined in her letter dated June 22, 2022. The motion was seconded by Director Cook and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 12

**PROPOSED SALE OF SURPLUS PROPERTY AT 4951 GROVER STREET
RESOLUTION)**

Director Cook moved to approve the proposed sale of surplus property at 4951 Grover Street as presented by Mr. Cooper in the Committee meetings and as outlined in

Mr. Mendenhall's letter dated June 28, 2022 and the Resolution. The motion was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 13

RATIFICATION OF CYBER LIABILITY INSURANCE CONTRACT RENEWAL

Director Howard moved to approve the ratification of the cyber liability insurance contract renewal as presented by Mr. Myers in the Committee Meetings and as outlined in his letter to the Committee dated June 24, 2022. The motion was seconded by Director Begley and carried on a roll call vote.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 14

OTHER MATTERS OF DISTRICT BUSINESS FOR DISCUSSION

Discussion of the agenda item pertaining to 'Water Main Developer Concerns' was not necessary due to a discussion earlier in the meeting during the Capital Expenditures presentation.

Vice-President of Gas Operations Jim Knight provided an update on gas supply and pricing. He reported that the gas market has been volatile this year with January prices around \$6.50 which later dropped into the \$4.50 to \$5.00 range in March & April. Gas prices then jumped from \$5.00 in April to \$8.60 in June. July gas prices decreased by almost 30% in the last month from \$8.60 to \$6.20. Gas prices for the day following the Board Meeting were trading at \$5.50

Mr. Knight provided comparisons to previous time periods. Gas prices in July of 2021 were \$3.40 and increased to \$6.00 in the fall. In July of 2014, gas prices were \$4.60. In July of 2008 gas prices reached \$11.60. Mr. Knight reported that production continues to gradually increase and current production levels are at record highs. Storage levels have improved from 18% to 12% below the 5-year average which he indicated was not a significant improvement but is moving in the right direction.

AGENDA NO. 15

CLOSED SESSION

A Closed Session was not necessary and was not held.

AGENDA NO. 16
PRESIDENT'S PERFORMANCE AND SALARY REVIEW

Director Begley reported that the Personnel Committee met in May of 2022 and arrived at a recommendation pertaining to the President's salary and presented it to other members of the Board. As Chairperson of the Personnel Committee, Director Begley offered a motion to approve a salary for President Mark Doyle that included a 5% increase, comprised of a 2.25% cost-of-living adjustment (COLA) and a 2.75% progression increase, retroactive to May 1, 2022. The motion was seconded by Director Howard and carried on a roll call vote.

Several Board Members commended Mr. Doyle's exceptional performance under especially challenging conditions. Mr. Doyle thanked Board Members for their support.

Director Begley requested that after the vote on his motion, Mr. Mendenhall and Mr. Schaffart would explain further the manner in which Mr. Doyle's pension contribution would be handled.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

Mr. Mendenhall explained that the pension is a defined benefit retirement plan subject to various U.S. Treasury and IRS regulations. One such regulation is Internal Revenue Code (IRC) section 401(a)(17) which limits the amount of compensation upon which a defined benefit pension determination may be based. That compensation limit is generally adjusted annually via an IRS notice. Because Mr. Doyle's salary currently exceeds the limit, he is not able to contribute or earn a pension benefit on salary that exceeds the 401(a)17 prescribed limit. Therefore, the proposed solution will be to direct management to calculate, upon the President's retirement, the difference between the pension benefit based on the IRC 401 (a)(17) limits and the benefit that would have been earned absent the described regulatory salary limitation. Relying on an actuarial life expectancy table, the present value of this difference will be disbursed in "lump sum" upon the retirement of the President. The lump sum payment will be decremented by an amount equivalent to the incremental pension contribution that would have been made were it not for the IRC 401(a)(17) salary limitations. The dollars associated with this proposed solution will come from the General Fund, and not the Pension Fund.

Director Begley offered a second motion to direct Management at the time of the President's separation to calculate the value owed to him as described. The motion was seconded by Director McGowan.

Director Cavanaugh requested further information. Director Begley invited Mr. Mendenhall and Mr. Schaffart back to explain further the rationale for handling the

pension fund contribution as discussed previously. Director Cavanaugh was satisfied with the response and the vote on Director Begley's second motion was taken up.

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

AGENDA NO. 17
PUBLIC COMMENT

Chairperson Frost asked if any member of the public would like to address the Board. There were none.

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

Voting Yes: Begley, Cook, Friend, Frost, McGowan Howard, Cavanaugh.
Voting No: None

The regular monthly Board meeting was adjourned at 10:24 a.m.



Mark E. Doyle
Secretary and President

METROPOLITAN UTILITIES DISTRICT

Inter-Department Communication

July 26, 2022

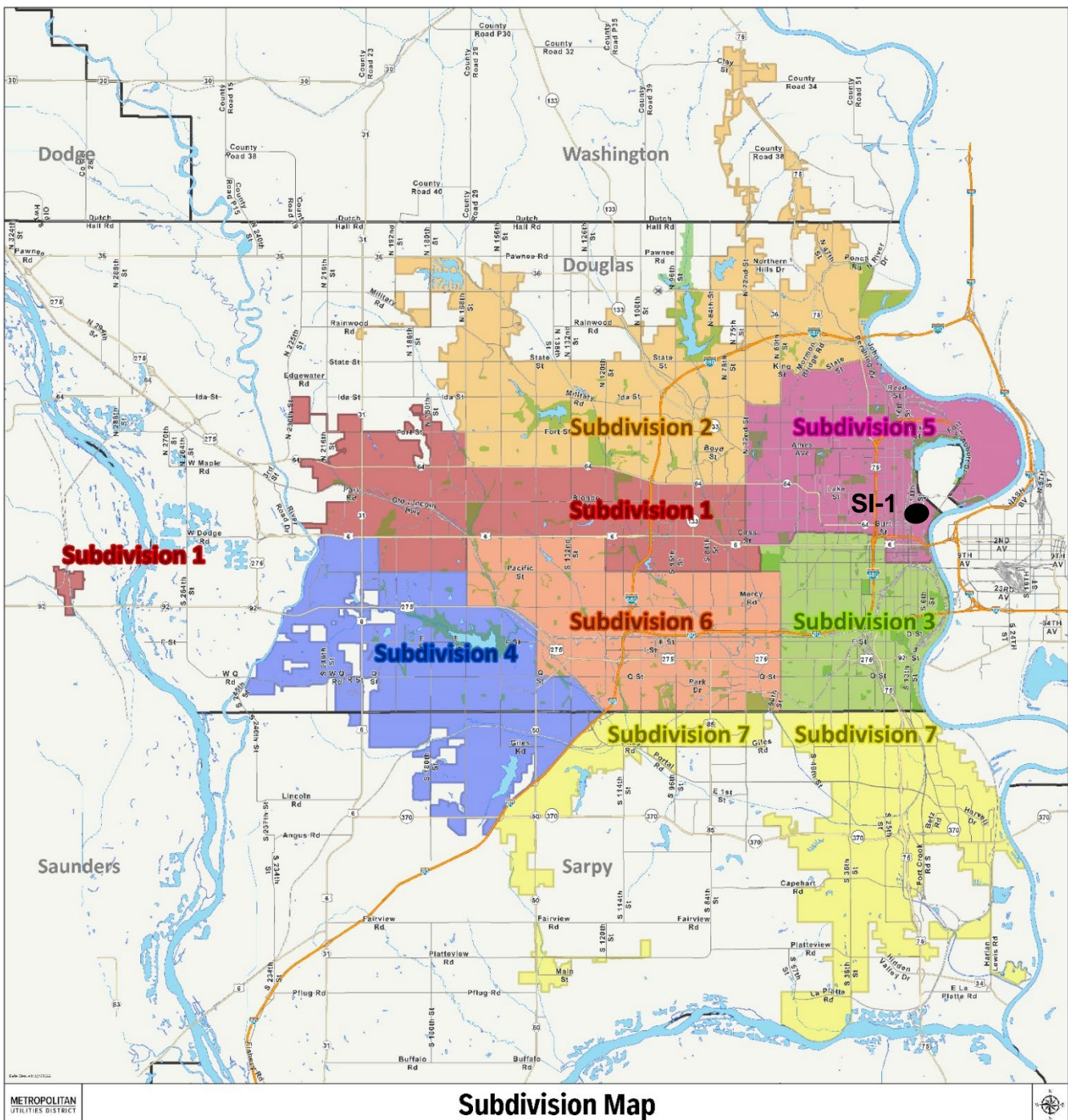
Subject: CAPITAL EXPENDITURES

To: Committee on Construction and Operations

cc: all Board Members, Doyle, Mendenhall, Schaffart, Ausdemore, Lobsiger, and all Vice Presidents

From: Gina Langel, Senior Vice President, Chief Operations Officer

The following items will be on the August 3, 2022, Committee Agenda for consideration and the Board Agenda for approval:



Subdivision Map

SYSTEM IMPROVEMENTS

1. **100053001433 and 100067001414 – \$90,000 – Install 180 feet of 12-inch water main and relocate two hydrants, Meca Drive from Riverfront Drive to N. 10th Street.** This work is required to eliminate conflicts with proposed grading, paving and bridge foundations being done for the North Downtown Riverfront Pedestrian Connector to the Bob Kerry pedestrian bridge on a NDOT project. This project is anticipated to start in late 2022 and relocations will be constructed by a District crew. This work is reimbursable as the mains are in easements. **(Subdivision 5 – Cook)**

BUILDINGS, PLANTS AND EQUIPMENT

1. **100084001312 - \$168,070 – Increase the CNG filling capacities of the public CNG fill station north of the construction gate, 64th and Arbor Streets and Propane Air Plant at 63rd.** This project is the final part of Phase II of the modifications to the District's North Gate public CNG fill station. With the closing of the I-80 Fuels CNG station, the District lost the ability to fill large vehicles due to site constraints at our North Gate CNG station. The North Gate CNG station was modified to serve these larger vehicles this winter. When the station was built it was equipped with one CNG supply line. This makes fueling at the North Gate CNG station a long process for these larger vehicles. The new design will add two additional supply lines to facilitate faster public fueling and an additional CNG fuel island to accommodate future District CNG fleet acquisitions. This C&A covers the remaining portion of this work and will be completed by our CNG Consultant and our annual paving.

2. **100083001102 - \$555,000 – Cornhusker Pump Station replacement procurement.** The existing Cornhusker Pump Station is located south of Cornhusker Road just west of Fort Crook Road. The pump station was installed in 1972 and since then Cornhusker Rd has widened making the pump station dangerously close to the curb line. This allows snow/salt to pile on the lid and rain water to collect near the station leading to significant structural and electrical degradation. This location is also a safety concern when District staff is performing maintenance on the station being so close to a busy Street. During the evaluation of the existing pump station and based on the costs of the structural and electrical repairs it was determined that it was more cost effective to replace the pump station. This will also allow the pump station to be placed in a feasible location. This C&A will approve funding to purchase a new underground pump station. This will also include the purchase of a 20-inch valve and vault for relocation purposes. A separate C&A will be sent to the Board of Directors in 2023 for the installation of the Pump Station and main relocation.

3. **100083001157 - \$75,000 – Lime, chemical and eyewash station isolation valve installations, Platte West.** To maintain reliable plant operations in the event of a service water system failure in the lime feed/slaker and chemical handling areas, it is necessary to provide isolation valves on the existing service water piping network to properly segment each area for work to be performed safely and reliably. This project will add approximately 50 valves of varying sizes and types to eliminate large area service water system shutdowns requiring a plant outage. It will provide the means to work in each area independently when performing repairs on pumps, rotometers, chemical injectors, chlorinators, eyewash stations, and all other critical plant devices and instruments while the plant remains in-service. This C&A provides for material procurement in 2022 with installation in early 2023 coinciding with an already planned plant outage to eliminate unnecessary operational impacts during periods of high system demand.

Approved:

A handwritten signature in blue ink that reads "Mark E. Doyle". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark E. Doyle
President

A handwritten signature in blue ink that reads "Gina Langel". The signature is cursive and elegant, with a prominent loop at the end of the last name.

Gina Langel
Senior Vice President, Chief Operations Officer

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 19, 2022

Subject: AMENDMENT NO. 1 – PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEM MASTER PLAN – WP1740 (100097000002)

To: Committee on Construction & Operations
Cc: All Board members and Doyle, Langel, Schaffart, Lobsiger, Mendenhall, Ausdemore, and All Vice Presidents

From: Mike Koenig, Vice President, Water Operations

On December 1, 2020, the District entered into an agreement with HDR Engineering, Inc. for professional engineering services for design services for a water system master plan. This letter is to request an amendment to the existing contract. Additional services were required by the District which are changes to the original project scope of work.

The scope of this amendment includes additional services for optimization modeling runs and analysis. Additional services to also estimate relative risk priority of re-pump facilities that have need identified as needing rehabilitation and repair for next two years.

The original fixed fee amount of the agreement is \$679,978.00. Amendment No. 1, for a total amount of \$67,570.00, will increase the fixed fee amount to \$747,548.00. Your approval is requested.

DocuSigned by:

Michael A. Koenig

Mike Koenig

Vice President, Water Operations

APPROVED:

DS

SLH

DocuSigned by:

Gina Langel

Gina Langel

Sr. Vice President,
Chief Operations Officer

DocuSigned by:

Mark A. Mendenhall

Mark A. Mendenhall

Sr. Vice President,
General Counsel

DocuSigned by:

Mark Doyle

Mark Doyle

President

**Amendment #1 to the Agreement
Between
METROPOLITAN UTILITIES DISTRICT OF OMAHA And
HDR ENGINEERING, INC.
For
PROFESSIONAL ENGINEERING SERVICES FOR WATER MASTER PLAN PROJECT;
WP1740 (100097000002)**

The Metropolitan Utilities District of Omaha, Nebraska ("District") and HDR Engineering, Inc. ("ENGINEER"), in consideration of mutual promises, covenants and agreements set forth herein, agree that the parties **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**, entered into on December 1, 2020 shall be modified as follows:

Amendment No. 1 includes providing additional optimization modeling runs requested by the District that were not included in the original scope of services. Additional effort is described as follows:

Task 1100: Contractor Support

1. Rerun 2050 scenario with revised storage constraints, alternatives and costs. Extract 3x solution with different storage configurations. Post-process results and update PowerPoint. Fee - \$10,000.
2. Rerun existing system scenario with revised pressure constraints (minimize reduction of existing pressures). Post-process results and update PowerPoint. Fee - \$7,000
3. Rerun wholesale optimization scenario as documented by MUD email on January 19, 2022. Fee - \$10,000.

The actual costs for the additional modeling support in Task 1100 were \$27,000.

Task 1300: Additional Hydraulic Modeling Evaluations

1. Evaluate the potential impact of a lower peak hour factor for Pressure Zone 3 (lower from 5.6 to 4.5), and its impact on the cost comparison between elevated storage vs. at-grade storage. Compare life cycle costs. Estimated Fee - \$7,000
2. Evaluate 36th and Edna pump station being limited to only one pump running. Estimated Fee - \$4,000
3. Impact study for new development in Zone 2 near I-680 and Highway 133 (general location). Estimated Fee - \$8,000

The estimated cost for Task 1300 is \$19,000.

Task 1400: Near-term O&M Prioritization of Re-pump Facilities

1. Estimate relative Consequence of Failure (CoF) of re-pump facilities and add to MUD provided Likelihood of Failure (LoF) data to estimate relative risk priority of identified rehabilitation and repair needs for next 2 years. It is assumed that the rehabilitation and repair needs have been identified by the District's rapid condition assessment.
2. Prepare for and participate in a workshop with District staff to discuss relative priority and near-term needs for re-pump facilities.
3. Prepare high-level budgetary estimate for rehabilitation needs identified in the workshop for up to 3 re-pump facilities.
4. Estimate amount of annual funding needed in future years (i.e., beyond 2-year projection) for repair and rehabilitation of re-pump facilities.
5. Summarize findings in a Summary Technical Memorandum.

The estimated cost for Task 1400 is \$21,570.

The original contract was for \$679,978. Amendment No. 1 adds \$67,570 to the agreement, which brings the new contract to a total of \$747,548. This amendment will extend the contract end date to September 30, 2022.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement as of the day and year as written below:

HDR Engineering, Inc.
Omaha, Nebraska

By *Matthew B. Zell*

Title Senior Vice President

Executed on this 8th day of July
2022.

Metropolitan Utilities District
Omaha, Nebraska

By *Mark Doyle*

Mark E. Doyle, President

Executed on this 07/20/2022
_____.

APPROVED AS TO FORM:

By *Mark Mendenhall*

Mark Mendenhall, Sr. Vice President, General Counsel

METROPOLITAN UTILITIES DISTRICT*Inter-Department Communication*

July 15, 2022

Subject: ACCEPTANCE OF CONTRACTS AND PAYMENT OF FINAL ESTIMATES**To:** Committee on Construction and Operations
cc: all Board Members, Doyle, Mendenhall, Schaffart, Ausdemore, Langel, Lobsiger, and all Vice Presidents**From:** Stephanie L. Henn, Director, Plant Engineering

The following items will be on the August 3, 2022, 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	
		*Unit Price Bid	Actual
a. Kersten Construction, WP1811, 100055001360, Install Water Mains in Westbury Creek Subdivision PH. 2; S 213 th St & I St; Lots 175-338	5/5/2021	\$434,927.00	\$429,875.20

Comments: There was an overall net decrease on this project of \$5,051.80. This overall net decrease includes Change Order No. 1 for \$8,165 for increased pipe fitting costs due to supply chain issues. **Approval of the Final Payment is contingent on the approval of Change Order No. 1.**

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
b. Q3 Contracting, GP2500, 100092001634, 100082000040, 100082000041, 100082000042, 100082000043, 100042000084, Contracted Cast Iron Gas Main Replacement, N. 42nd St. to N. 57th St. & Boyd St. to Bedford Ave.	1/7/2021	\$2,520,656.44	\$2,017,131.78

Comments: There was an overall net decrease on this project of \$503,524.66, primarily due to the project being able to be installed outside of, rather than under paving. At the time the project was designed in 2020, and built in 2021, all the City of Omaha's paving stipulations were not finalized, so the project was estimated assuming the worst-case scenario, with paving replacement needed. Also, included in this overall decrease are deducts for two gas work orders and an increase for additional traffic control required. This is the sixth of seven contracted gas projects from 2021, representing approximately 15% of the entire 2021 contracted gas work.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
c. Q3 Contracting, GP2505, 100092001636, 100082000040, 100082000041, 100082000042, 100082000043, 100042000086, Contracted Cast Iron Gas Main Replacement, N. 58th St. to N. 66th St. and Pratt St. to Maple St.	1/7/2021	\$712,876.57	\$303,468.73

Comments: There was an overall net decrease on this project of \$409,407.84, primarily due to the project being able to be installed outside of, rather than under paving. At the time the project was designed in 2020, and built in 2021, all the City of Omaha's paving stipulations were not finalized, so the project was estimated assuming the worst-case scenario, with paving replacement needed. Also, included in this overall decrease is an increase for additional traffic control required. This is the last of seven contracted gas projects from 2021, representing approximately 3.2% of the entire 2021 contracted gas work.

Contract	Contract Approval Date	Amounts	
		Contract Bid	Actual
d. Elkhorn Fence Company, GP2402, 100084001231, 100084001232, Operating & Construction Center Security Fence Replacement, Operations and Construction Center, 3100 S 61 st Ave & LNG Production Facility & Propane Air Plant Security Fence Replacement, 5801 N. 120 th St.	11/5/2020	\$814,616.00	\$856,773.00

Comments: There was an overall net increase on this project of \$42,157.00, primarily due to Change Order No. 1 for additional gate items at the LNG facility. This change order was approved at the March 2022 board meeting. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

*Based upon Engineering's estimated unit quantities.

DocuSigned by:

Stephanie L. Henn

1992646FDF59485...

Stephanie L. Henn

Director, Plant Engineering

Approved:

DocuSigned by:

Cory J. O'Brien

79387AE1845C41A...

Cory J. O'Brien

Vice President

Engineering & Construction

DocuSigned by:

Gina Langel

CF9222096C644F6...

Gina Langel

Senior Vice President

Chief Operations Officer

DocuSigned by:

Mark E. Doyle

C1E4FA06F330426...

Mark E. Doyle

President

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 22, 2022

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

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

From: Sherri A Meisinger, Director, Procurement

The following items will be on the August 3, 2022, Committee Agenda for consideration and the August 3, 2022, Board Agenda for approval. The recommended bid is bolded and listed first. Nonlocal bidders have been indicated in italics.

WATER/GAS MAIN CONTRACTS

<u>Item</u>	<u>Bids Sent / Rec'd</u>	<u>Bidders</u>	<u>Bid Amount</u>
Install Water Mains in BlueSky Phase I, NW of State Street and HWY 133 100057000515 WP1901 Engineering Estimate: \$292,380.00 (C&A for 100057000515 approved May 4, 2022 in the amount of \$449,449.00.)	18/3	<i>Judds Bros</i>	\$237,500.00
		<i>Kersten Construction</i>	295,049.75
		<i>Cedar Construction</i>	311,535.00

OTHER

<u>Item</u>	<u>Bids Sent / Rec'd</u>	<u>Bidders</u>	<u>Bid Amount</u>
Manufacture the Cornhusker Road Underground Pump Station 100083001102 WP1701 Engineering Estimate: \$500,000.00 (A C&A in the amount of \$555,000.00 will be presented to the Board on August 3, 2022 for approval.)	15/3	<i>Dakota Pump Inc.</i>	\$436,667.00
		<i>USEMCO, Inc.</i>	515,000.00
		<i>EFI Solutions Inc.</i>	600,153.37

Magnesium Anodes
(700 – 17lbs and 900 – 32lbs)
(September 1, 2022 to August 31, 2023)

13/4

Corrpro
BK Corrosion
Mesa
Groebner

\$331,200.00
339,472.00
339,700.00
460,654.00



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

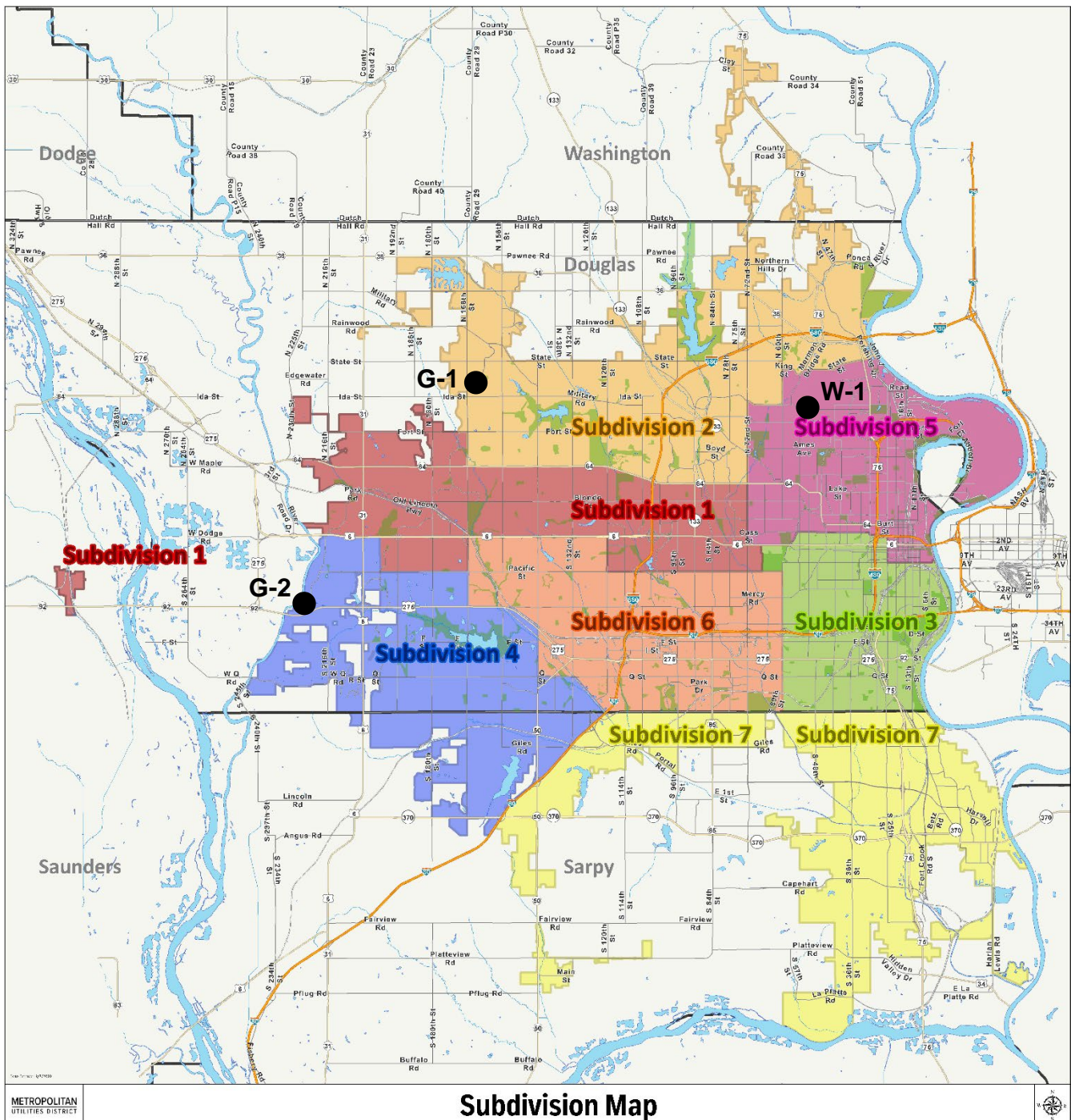
July 26, 2022

Subject: MAIN EXTENSIONS

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

From: Masa Niiya, Vice President, Engineering

The following main extensions will be on the August 3, 2022, Committee Agenda for consideration and the Board Agenda for approval:



Subdivision Map



WATER MAINS:

1. **BLUESTEM PRAIRIE SUBDIVISION, Subdivision 5, Cook:** This work is being done to provide domestic water service and fire protection to 70 single residence lots in Bluestem Prairie Subdivision, 51st and Mary Streets. Work is requested to be completed by January 2023. (City of Omaha Zoning, Habitat for Humanity of Omaha)

Subdivision: Bluestem Prairie Subdivision
Project Number: WP 1956
Project Cost: \$476,804
Applicant Contribution: \$110,000
Construction by Applicant: \$366,804
M.U.D. Cost: \$0.00

GAS MAINS:

1. **THE HILL SUBDIVISION, Subdivision 2, Friend:** This work is being done to provide gas service to 393 single residence lots in The Hill Subdivision, 168th and State Streets. Work is requested to be completed by October 2022. This project is currently within the City of Omaha's zoning jurisdiction and is being developed by Woodsonia 168/State LLC. To properly expand our system to serve future developments, it is necessary to oversize 3,300 feet of 2-inch mains to 4-inch mains at a District cost of \$22,256.

Subdivision: The Hill Subdivision
Project Number: GP 2699
Project Cost: \$262,459
Developer Equivalent Cost: \$240,203
Developer Adjusted Estimated Cost: \$214,418
Allowable Revenue Credits: \$424,047
Deficiency: \$0

2. **SANCTUARY RIDGE SUBDIVISION, Subdivision 4, Cavanaugh.** This work is being done to provide gas service to 97 single residence lots in Sanctuary Ridge Subdivision, 229th and West Center Road. Work is requested to be completed by November 2022. This project is currently within the City of Omaha's zoning jurisdiction and is being developed by Lanoha Pacific, Inc.

Subdivision: Sanctuary Ridge Subdivision
Project Number: GP 2645
Project Cost: \$106,991
Developer Equivalent Cost: \$106,991
Developer Adjusted Estimated Cost: \$95,506
Allowable Revenue Credits: \$104,663
Deficiency: \$0

Approved:



Gina Langel
Sr. Vice President, Chief Operations Officer



Masa Niiya
Vice President, Engineering



Mark E. Doyle
President

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 20, 2022

Subject: Wage and/or Salary Increases and Ratifications, August 2022 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, Langel, Lobsiger, Mendenhall, and Schaffart

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.

Employee: Nick Crampton
Current position (department): Crew Leader (Construction)
New position (department): Group Leader (Construction)
Current rate; step/grade: \$43.54; Step 4
Proposed rate; step/grade: \$45.72; Step 4
Percent of increase: 5.00%
District hire date: June 11, 2007

Employee: James Demontel
Current position (department): Utility Worker (Construction)
New position (department): Crew Leader (Construction)
Current rate; step/grade: \$39.19; Step 4
Proposed rate; step/grade: \$41.36; Step 3
Percent of increase: 5.54%
District hire date: March 16, 2009

Employee: Cole Holmes
Current position (department): Meter Mechanic (Meter Services)
New position (department): Industrial Water Meter Mechanic (Meter Services)
Current rate; step/grade: \$35.96; Step 4
Proposed rate; step/grade: \$39.56; Step 4
Percent of increase: 10.01%
District hire date: December 6, 2010

Employee: Jason Muller
Current position (department): Utility Worker (Construction)
New position (department): Crew Leader (Construction)
Current rate; step/grade: \$39.19; Step 4
Proposed rate; step/grade: \$41.36; Step 3
Percent of increase: 5.54%
District hire date: July 13, 2009

Employee: Michael Murcek
Current position (department): Chemical Equipment Mechanic II (Florence)
New position (department): Water Plant Engineer (Platte West)
Current rate; step/grade: \$42.12; Step 4
Proposed rate; step/grade: \$43.02; Step 4
Percent of increase: 2.14%
District hire date: November 4, 1991

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

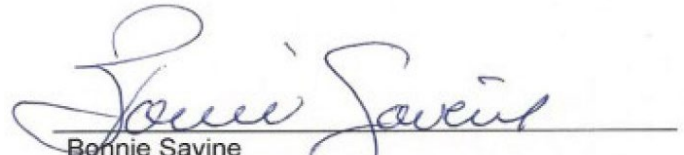
The following SPA employees are selected for promotion. It is recommended the President be authorized to increase the salary of these employees. These SPA positions have been evaluated, graded, appropriate job descriptions completed, and posting guidelines fulfilled. The effective date for these salaries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

Employee:	Jared Svagera
Current position (department):	Senior Infrastructure Engineer (Infrastructure Integrity)
New position (department):	Director, Infrastructure Integrity (Infrastructure Integrity)
Current rate; step/grade:	\$124,008; SPA – 07
Proposed rate; step/grade:	\$130,208; SPA – 08D
Percent of increase:	5.00%
District hire date:	June 17, 2019

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.

There are no New Hire Ratifications for this month



Bonnie Savine
Vice President, Human Resources



Mark A. Mendenhall
Senior Vice President, General Counsel



Mark E. Doyle
President

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 27, 2022

Subject: MUD – LOWER PLATTE RIVER CONSORTIUM INTERLOCAL COOPERATION AGREEMENT

To: Judiciary and Legislative Committee (Cook, Howard and Cavanaugh)

Cc: All Board Members; President Doyle; Senior Vice Presidents Langel, Ausdemore, Schaffart and Lobsiger and all Vice Presidents

From: Mark Mendenhall, Senior Vice President, General Counsel

The District entered into an interlocal agreement with several governmental agencies in September 2016. That interlocal, formed with the Nebraska Department of Natural Resources, Lower Platte South Natural Resources District, Lower Platte North Natural Resources District, Papio-Missouri River Natural Resources District and Lincoln Water System formed the Lower Platte River Consortium (“Consortium”).

The Consortium was formed to “collaboratively evaluate the water supplies available to the (Lower Platte River) Basin during times of shortage and develop a drought contingency plan for the Basin. The parties to the Consortium desire to renew that interlocal agreement for a one (1) year term with the option to renew for an additional ten (10) one year terms thereafter.

The Interlocal Act, specifically Neb. Rev. Stat. 13-804 further requires that:

Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Cooperation Act. Appropriate action by ordinance, resolution, or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

The Agreement is attached and I recommend the Board authorize the Chief Operations Officer execute the same.



Mark Mendenhall
Senior Vice President/General Counsel

Approved:



Mark E. Doyle
President

**LOWER PLATTE RIVER CONSORTIUM
INTERLOCAL COOPERATION AGREEMENT**

This Lower Platte River Consortium Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the Nebraska Department of Natural Resources (“Department”); Lower Platte South Natural Resources District (“LPSNRD”); Lower Platte North Natural Resources District (“LPNNRD”); Papio-Missouri River Natural Resources District (“PMRNRD”); Lincoln Water System (“LWS”); and Metropolitan Utilities District (“MUD”); all of which are an agency or political subdivisions of the State of Nebraska, each sometimes hereinafter individually referred to as “Party” or collectively referred to as “Parties.” The natural resources districts are sometimes collectively referred to as “NRDs.”

WHEREAS, the Parties desire to work together, under the Interlocal Cooperation Act (“Act”), Neb. Rev. Stat. §§ 13-801 to 13-827, to make the most efficient use of their respective authorities and other powers by enabling them to cooperate with one another 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 geographic, economic, population, and other factors influencing the needs and development of each Party; and

WHEREAS, the Parties desire to form a joint agreement under Neb. Rev. Stat. § 13-807 authorized by the governing body of each Party to the agreement, and which shall set forth fully as provided in the Act the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the Department has certain statutory authorities and responsibilities pertaining to the surface water of the State, and also authorities and responsibilities granted under the Nebraska Ground Water Management and Protection Act (“GWMPA”), Neb. Rev. Stat. §§ 46-701 to 46-754 for integrated management of hydrologically connected ground water and surface water. In addition, the Department has authority to expend funds from the Water Resources Cash Fund to aid management actions taken to reduce consumptive uses of water or to enhance streamflows or ground water recharge in river basins, subbasins, or reaches which are deemed by the Department overappropriated or fully appropriated pursuant to the GWMPA or are the subject of an interstate compact or decree or a formal state contract or agreement; and

WHEREAS, the NRDs are organized pursuant to Neb. Rev. Stat. §§ 2- 201 et seq. and have certain statutory authorities and responsibilities, particularly pertaining to the ground water in their respective areas of the State, and also authorities and responsibilities granted by the GWMPA for integrated management of hydrologically connected ground water and surface water; and

WHEREAS, MUD pursuant to its authorities provides water for the majority of the Omaha metropolitan area; and LWS pursuant to its authorities provides water to the City of Lincoln; and

WHEREAS, the Lower Platte River Basin (“Basin”) is geographically large and diverse in its geology, land use, ground and surface water supplies, and water uses. Each of the Parties are charged with responsibilities for planning, managing, and/or supplying water resources. The Parties are located and carry out their functions in the lower subbasin of the Basin, but much of

the water supplies that support these functions are derived from the upper subbasins of the Basin; and

WHEREAS, the Parties entered into an Agreement on September 28, 2016 to collaboratively evaluate the water supplies available to the Basin during times of shortage and develop a drought contingency plan for the Basin. As a result of this effort, the Parties developed the Lower Platte River Drought Contingency Plan (“Drought Plan”), which is hereby attached and incorporated into this Agreement by this reference; and

WHEREAS, the Parties desire to enter into a new Agreement to administer and implement the Drought Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, it is agreed by and among the Parties hereto as follows:

1. PARTIES:

1.01 All Parties to this Agreement are public agencies within the meaning of Neb. Rev. Stat. §13-803(2).

2. AUTHORITY:

2.01 Neb. Rev. Stat. § 13-807 authorizes any two (2) or more public entities to enter into agreements with one another to perform any governmental service, activity, or undertaking, which at least one (1) of the public agencies entering into the agreement is authorized by law to perform.

2.02 The Parties enter into this Agreement pursuant to the authority conferred on each of them under the Act.

2.03 No part of this Agreement shall be interpreted as relieving the Department of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the Parties of this Agreement. No part of this Agreement may be or shall be interpreted as relieving the NRDs of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the Parties of this Agreement. No part of this Agreement shall be interpreted as relieving the LWS or MUD of any obligation or responsibility it may have as required by law or regulation.

3. CONSORTIUM

3.01 The Parties hereby create the Lower Platte River Consortium (“Consortium”). The

Consortium shall be governed by the terms of this Agreement and the Drought Plan. The Consortium shall carry out the purposes as set forth in Section 5 of this Agreement. The Consortium shall be responsible for the administrative, technical, and financial affairs of the Consortium and the Drought Plan. The Consortium shall not be considered a joint entity separate and distinct from the respective Parties to this Agreement, but rather a collaborative working arrangement of the Parties.

4. DURATION

4.01 The duration of this Agreement shall be for a period of one (1) year from the execution date of this Agreement by the last Party. This Agreement may be extended for successive one (1) year terms by the mutual agreement of all Parties hereto. The Parties may only extend this Agreement for ten (10) additional terms.

5. PURPOSES

5.01 The purposes of this Agreement pursuant to Neb. Rev. Stat. § 13-804 (3)(c) are: (1) to form a Consortium to evaluate long-term water supplies available to the Basin for enhancing streamflows or aquifer storage to support sustainable public water systems; and (2) to implement the Drought Plan.

5.01.1 The Drought Plan's purpose is to establish a framework for coordination and communication amongst Consortium members to address droughts in the Basin. The Drought Plan will refine the Consortium's collective understanding of drought vulnerabilities while developing more robust monitoring and forecasting tools coupled with timely triggers, new mitigation strategies, and responsive actions to create a sound, operational framework and to improve critical water supply needs of the area through drought periods.

5.02 This Agreement shall provide the organizational and administrative structure and enumeration of the powers, privileges, and authority of the Consortium and the financial cooperative effort necessary to carry out the purposes in Subsection 5.01 of this Agreement. The powers, privileges, and authorities of the Consortium shall not be used in a manner that is in violation of any of the Parties' public purposes.

6. MANNER OF FINANCING AND OF ESTABLISHING AND MAINTAINING A BUDGET

6.01 The manner of financing and expenditure accounting of the Consortium pursuant Neb. Rev. Stat. §13-804(3)(d) shall be as follows:

6.01.1 The Consortium will be financed by the Parties as needed for certain projects

or activities the Consortium decides to pursue. Some years the Consortium will not have a budget because projects will not be pursued in that fiscal year. In years when the Consortium decides to pursue projects or activities, an annual budget will be adopted as described in other portions of Section 6 of this Agreement. Proportions of payments by each Party will be determined at the time the annual budget is adopted.

- 6.01.2 The Consortium shall have the authority to authorize applications for financial grants, to include use of Consortium funds and in-kind services for match. Such applications shall be made by the Administrator on behalf of the Consortium.
 - 6.01.3 No bonds will be issued and no taxes will be levied or collected jointly by the Parties. Individual Parties may contribute funds derived from tax levies or bonds but these shall not be considered a tax levy or bond issuance by the Consortium.
- 6.02 The manner of establishing and maintaining a budget pursuant to Neb. Rev. Stat. §13-804(3)(d) shall be as follows:
- 6.02.1 The Administrator as designated in Subsection 7.02.7 of this Agreement shall prepare, establish, adopt, and maintain a budget of revenues and expenditures annually for each fiscal year. Such annual budget shall be adopted by formal resolution on or before April 15th of each year for the upcoming fiscal year. The fiscal year will be July 1 through June 30 of the succeeding year.
 - 6.02.2 Upon completion of each annual budget, the Administrator will determine whether any payments need to be made by each Party for such fiscal year.
 - 6.02.2.1 Each payment obligation of a Party is subject to the availability of government funds which are appropriated or allocated for the payment of the obligations incurred by signing this Agreement. If funds are not apportioned or appropriated and available for the continuance of the obligations incurred, the Agreement may be terminated at the end of the period for which funds are available. A Party shall notify the other Parties at the earliest possible time of the obligations which will or may be affected by a shortage of funds. No penalty shall accrue to any Party if this provision is exercised.

7. ADMINISTRATION

- 7.01 The Consortium shall administer the Drought Plan in accordance with Section 6 of the Drought Plan and this Agreement.
- 7.02 The Consortium shall be composed of one (1) representative from each of the Parties.

- 7.02.1 Each representative on the Consortium shall be entitled to one (1) vote by either the representative or alternate for each Party.
 - 7.02.2 All decisions shall be made by unanimous consensus of the Consortium members.
 - 7.02.3 A quorum, which shall be the presence of a representative or alternate representative of each Party shall be required to transact any official discussions or business.
 - 7.02.4 All meetings of the Consortium shall follow the requirements of the Open Meetings Act.
 - 7.02.5 Meetings of the Consortium shall be in accordance with the Drought Plan, or at the call of the Consortium Chair.
 - 7.02.6 The LPSNRD shall serve as the Administrator as required under Neb. Rev. Stat. § 13-804(4)(a). As Administrator, its responsibilities include: serving as the financial administrator, which includes collecting and holding the contributions from members and other revenues, making the disbursements for expenses related to the Consortium activities, and as grant applicant and administrator; serving as contracting member on behalf of Consortium; and serving as day-to-day administration for the Consortium, including information dissemination to members and the general public, scheduling and organization of meetings, record-keeping, and coordination of Drought Plan activities. The LPSNRD Representative shall serve as Chair for the Consortium and as Consortium Chair, shall preside at all Consortium meetings and shall develop agendas for each meeting.
- 7.03 The Consortium shall have such powers, privileges, and authority as authorized by the Parties, and as necessary to achieve the purposes of the Consortium as set forth in this Agreement and the Drought Plan. Such powers, privileges, and authority shall include but not be limited to the following.
- 7.03.1 Schedule and conduct meetings to transact business.
 - 7.03.2 Hold public meetings.
 - 7.03.3 Enter into contracts and agreements with other public agencies and private sector vendors.
 - 7.03.4 Undertake studies, investigations, or surveys and do research as may be necessary, and publish and disseminate the results.

- 7.03.5 Take actions as set forth in the Drought Plan.
 - 7.03.6 Access private land, which will be coordinated with the landowner.
 - 7.03.7 Retain legal and other professional services.
 - 7.04 Any Party may withdraw from this Agreement and from representation on the Consortium upon written notification to the Consortium Chair. Such withdrawal shall be effective upon receipt of the written notification. There will be no financial reimbursement of remitted funds unless specifically authorized by the Consortium.
 - 7.05 New members can be added to the Consortium with a vote of the Consortium. Eligible entities shall be limited to political subdivisions charged with responsibilities for planning, managing, and/or supplying water resources for public water systems in the Basin.
8. PROPERTY
- 8.01 The manner of acquiring, holding, and disposing of real and personal property pursuant to Neb. Rev. Stat. § 13-804 (4)(b) is as follows.
 - 8.01.1 In the event it becomes necessary for the Consortium to purchase any property, either real or personal, the Consortium will vote to determine how the property will be disposed of.
9. TERMINATION
- 9.01 The permissible method or methods to be employed in accomplishing the complete or partial termination of this Agreement under Neb. Rev. Stat. §13-804(3)(e) shall be as follows.
 - 9.01.1 This Agreement and the Consortium created hereby shall be terminated upon the earlier of the completion of its purposes and objectives described herein or upon the vote of two-thirds of the then constituted Consortium for the complete or partial termination of the Consortium and this Agreement. Upon action to terminate the Consortium, all outstanding debts and obligations of the Consortium shall be paid and all unused funds and appropriations shall be returned to the remaining Parties in such proportions as represented by the pro rata share paid by each Party.
10. MISCELLANEOUS PROVISIONS
- 10.01 All of the Parties' books, records, and documents relating to work performed or monies received or spent under this Agreement shall be subject to audit at any reasonable time after reasonable notice by the NRDs, Department, LWS, MUD,

and the State Auditor or as required by any grant agreements, donations or other source of funds. The Administrator shall maintain all of such records throughout the existence of this Agreement and for a period of ten (10) full years from the date of termination of the Agreement, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles and record retention as required by the Secretary of State, Records Management Division.

- 10.02 Any governing body as defined in Neb. Rev. Stat. § 13-503 which is a Party to this Agreement shall provide information to the Auditor of Public Accounts regarding this Agreement as required in Neb. Rev. Stat. § 13-513.
- 10.03 No Party may assign its contractual rights or obligations under this Agreement without the prior written consent of all other Parties to this Agreement.
- 10.04 Each Party shall have taken, prior to the execution of this Agreement by such Party, appropriate action by ordinance, resolution, or otherwise pursuant to the law of the governing body of such Party so that this Agreement may enter into force consistent with the provisions of Neb. Rev. Stat. § 13-804(2).
- 10.05 This Agreement may be amended in a writing duly executed all of the Parties.
- 10.06 This Agreement and its Attachment, the Drought Plan, contains the entire agreement of the Parties. All prior and contemporaneous negotiations, discussions, memorandums of understanding and other writings are merged and incorporated herein, it being the intention of the Parties that this Agreement is a final and full expression of their agreement. No representations were made or relied upon by any Party other than those expressly set forth herein.
- 10.07 This Agreement is governed by the laws of the State of Nebraska.
- 10.08 This Agreement becomes effective upon execution by all Parties.
- 10.09 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates shown next to their respective signatures:

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LINCOLN WATER SYSTEM

BY: _____

DATE: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

DATE: _____

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 26, 2022

Subject: AMENDMENT TO FIELD CLUB OF OMAHA LEASE

To: Judiciary and Legislative Committee
cc: All Board Members, President Doyle, Senior Vice Presidents Schaffart, Ausdemore, Langel, Lobsiger, and all Vice Presidents

From: Mark A. Mendenhall, Senior Vice President, General Counsel

The District entered into a lease ("Lease") with the Field Club of Omaha ("FCO") for approximately 13 acres of District property near 36th and Woolworth Street in December 1952. The District owns and operates the property as its Field Club Reservoir while FCO operates the Field Club Golf Course which also uses land leased from Douglas County. FCO's use of the 13 acres has been complimentary to the District's primary use.

The Lease was amended in 1993 and 2014. The 2014 amendment extended the duration of the Lease through December 2032. FCO requested that extension to correspond with the term of its Douglas County lease. Having terms for both the Lease and the Douglas County lease match benefits FCO's financing needs. FCO recently extended the term of the Douglas County lease through 2062 and now requests the District also extend the Lease to correspond.

The Law Department engaged with FCO and, in addition to extended the termination date to 2062, negotiated several additional changes. Most notably, the 2022 amendment changes the rental rate. The rental rate previously was a flat rate of \$1,000 per month. This 2022 amendment adds language escalating the rate 5% every 3 years. The escalation percentage is reasonable considering the uniqueness of the property. In addition, language was also added ensuring the District's use of the property takes priority over any other use and that FCO shall not interfere with the District's use.

This matter will appear on the agenda at the Judiciary and Legislative Committee meeting for discussion on August 3, 2022, and on the agenda of the August 3, 2022, regular Board Meeting.



Mark A. Mendenhall
Senior Vice President, General Counsel

Approved:



Mark E. Doyle
President

THIRD SUPPLEMENT AND AMENDMENT TO AGREEMENT

This Third Supplement and Amendment to Agreement (the “Supplement”) is made and entered into as of September 1, 2022 (“Effective Date”) by and between Metropolitan Utilities District of Omaha, a municipal corporation and political subdivision of the State of Nebraska (“District”) and Field Club of Omaha, a Nebraska not-for-profit corporation (“Field Club”).

WHEREAS, District and Field Club are parties to an Agreement dated December 22, 1952, as modified by a First Supplement and Amendment to Agreement dated September 1, 1993, and a Second Supplement and Amendment to Agreement dated February 1, 2014 (collectively, as modified, the “Agreement”) pertaining to the real estate described therein (the “Premises”) as described in Exhibit “A,” attached hereto and by this reference incorporated herein.

WHEREAS, Field Club is currently leasing the property adjoining the Premises from Douglas County, Nebraska under and by virtue of that certain Lease Agreement made as of January 1, 1982, as amended and modified, including most recently by the Fourth Supplement to Lease Agreement made as of May 17, 2022 (the “Douglas County Lease”).

WHEREAS, Field Club desires to construct a series of improvements to and adjacent to the clubhouse, the swimming pool and amenities, and the golf course, all as located on the premises

WHEREAS, as a part of such construction, Field Club seeks to obtain financing from one or more lenders to assist in the funding of such construction; and

WHEREAS, Field Club desires that the term of the Agreement be extended and both Field Club and the District desire that certain provisions of the Agreement be further amended in the interests of the parties.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated as part of this Supplement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The District agrees that Field Club may, during the Term of this Supplement as further described herein, exclusively use the Premises, including the ground above the District’s water reservoir, in connection with the development, maintenance and operation

of a golf course and associated recreational and social amenities. Field Club's use of the Premises may not interfere with the District's use of the Premises. If any action is determined, in the reasonable discretion of the District, to interfere, obstruct, cause damage to or otherwise render the District unable to utilize the water reservoir, Field Club shall immediately cease all such use and restore the Premises as directed by the District.

Field Club further agrees to notify the District in advance of any material changes to the portion of the Premises on which the water reservoir is located to ensure such changes will not interfere, obstruct, cause damage or otherwise render the District unable to utilize the water reservoir.

2. Section 6 of the Agreement is amended and restated, in its entirety, as follows:

6. Field Club may use the Premises in return for: (a) the maintenance of the grounds comprising the Premises in a satisfactory manner and (b) the payment of rent in the amount of \$1,000 per month as of the effective date of this Supplement, said amount to be increased 5% (five percent) every third anniversary of the Effective Date of this Supplement ("Rent").

Notwithstanding the foregoing, the District may, at any time, at its sole option, when the use of the Premises is determined by the District to be needed for and in connection with the construction and operation of a substantial addition to the existing reservoir on the Premises, and upon five (5) years written notice to Field Club, cancel and terminate any and all rights of Field Club to use said Premises and as consideration therefore Field Club hereby waives any and all claims and demands against the District resulting from any such cancellation and termination provided, further, however all reasonable methods and designs shall have been explored and discussed and analyzed between the District and Field Club, in good faith, for the continued use by Field Club of the Premises during and after the construction of any such substantial addition to the reservoir on the Premises.

3. The District hereby consents to Field Club's assigning for collateral purposes (including, if deemed appropriate by Field Club, the mortgaging) of Field Club's

interest in the Agreement and this Supplement and its right to use the Premises to a lender designated by Field Club. Field Club agrees that any such assignment for collateral purposes shall include an express provision stating that MUD's interest in the Agreement, this Supplement or the Premises is not in any way assigned or mortgaged.

4. The District shall, at all times, have access to the Premises, and complete control over said water reservoir, for the purpose of operating, maintaining or repairing the water reservoir the Field Club shall not interfere with those actions but in the event the District needs access to the property, the District shall work with Field Club in good faith and make reasonable efforts to accommodate the Field Club's use of the premises for purposes of the golf course.

5. The term of the Agreement, including this Supplement, shall be extended and shall terminate on December 31, 2062 unless terminated earlier in accordance with the Agreement or Supplement.

6. Except as supplemented, amended or confirmed hereby, the Agreement is and remains in full force and effect.

METROPOLITAN UTILITIES DISTRICT of
Omaha

By _____

Its _____

FIELD CLUB OF OMAHA

By _____

Daniel Bye, President

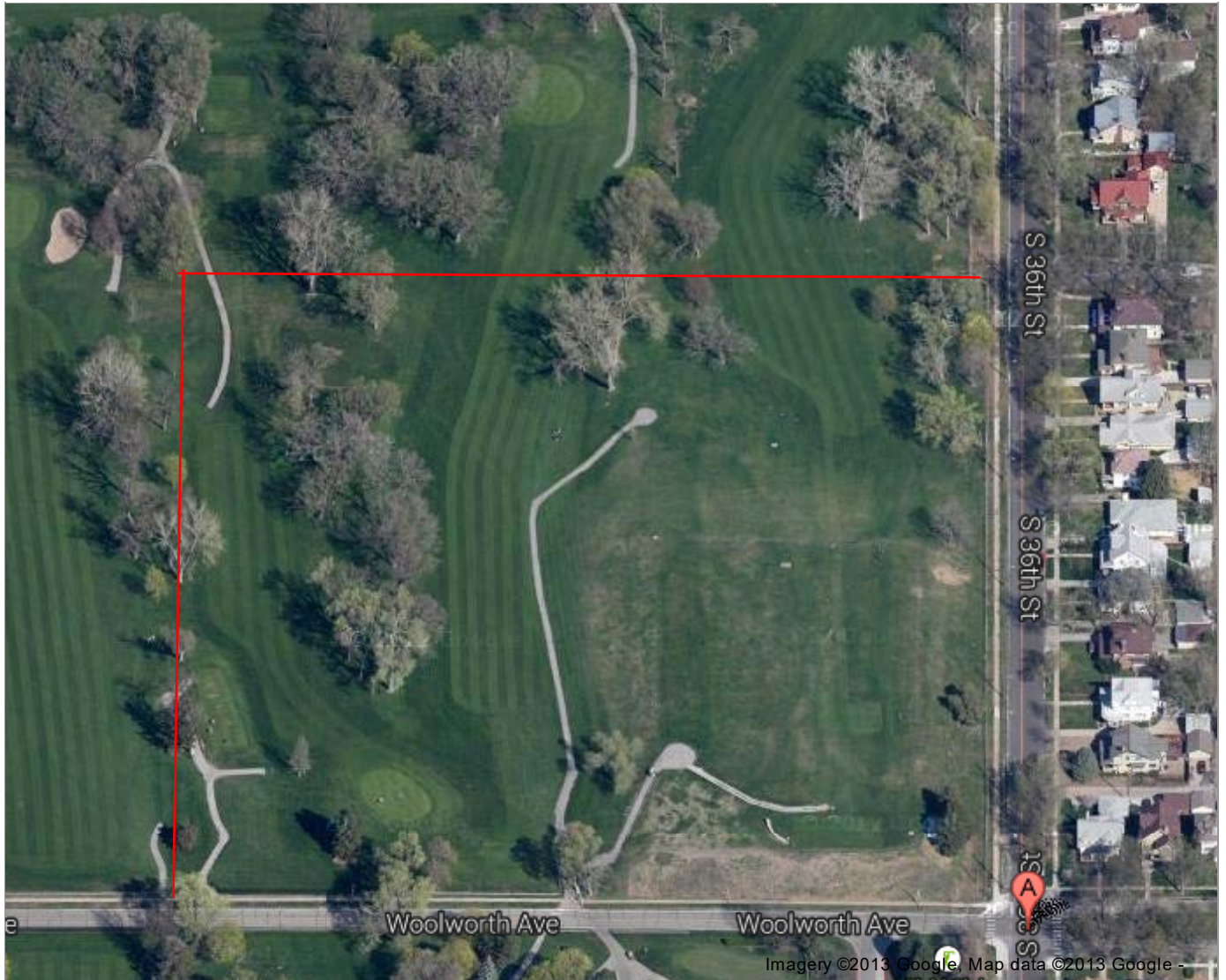
Exhibit "A"
Legal Description

A part of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 29, Township 15, North of Range 13, East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the west property line of 36th Street, 53.75 feet north and 33 feet west of the southeast corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 29, Township 15 North, Range 13 East of the 6th P.M.; thence north along the west property line of 36th Street 773.10 feet to a point 66 feet due west of the northeast corner of 36th and Poppleton Avenue; thence west at right angles to 36th Street 775.0 feet; thence south on a line that is 775.0 feet from and parallel to the west property line of 36th Street, a distance of 775.3 feet to the north line of Woolworth Avenue; thence north 89 degrees, 50 minutes east along the north line of Woolworth Avenue 775.0 feet plus or minus to the place of beginning, containing 13.77 acres more or less.



To see all the details that are visible on the screen, use the "Print" link next to the map.



West Dodge Pump Station

153rd & West Dodge Road

Building Footings & Footprint Looking West





Building
Footings /
Piping / Pump
Pads
Looking South



Piping / Pump
Pad Framing

New Piping

Looking North Towards
West Dodge Road

New West
Wall

New Pump Pads

8/1/22



Rendering of West Dodge Pump Station



METROPOLITAN

UTILITIES DISTRICT

