METROPOLITAN UTILITIES DISTRICT

Committee Meetings Agenda

8:15 a.m. **July 6, 2023**

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

Construction and Operations – *Friend, Sidzyik, Cavanaugh*

1. Capital Expenditures [Gina Langel – SVP, Chief Operations Officer] – **Tab 5**
2. Acceptance of Contracts and Payment of Final Estimates
   [Adam Gartner – 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 [Masa Niiya – VP, Engineering] – **Tab 9**

Personnel – *Begley, Sidzyik, Friend*

1. Wage and/or Salary Increases and Ratifications
   [Bonnie Savine – VP, Human Resources] - **Tab 10**
2. Salary Recommendation for Manager – Diversity, Equity, Inclusion
   [Bonnie Savine – VP, Human Resources] - **Tab 11**

Judicial & Legislative – *Cavanaugh, Cook, Howard*

1. Condemnation Authority [Mark Mendenhall – SVP, General Counsel] – **Tab 12**
2. Subdivision Agreement – MUD Acres 2 [Mark Mendenhall – SVP, General Counsel] – **Tab 13**

Public Comment

(Turn over for regular Board Meeting agenda)

METROPOLITAN UTILITIES DISTRICT

Regular Monthly Board Meeting Agenda

9:00 a.m. **July 6, 2023**

1. Roll Call
2. Open Meetings Act Notice
3. Pledge of Allegiance
4. Approval of Minutes – Committee Meetings & Regular Board Meeting for June 7, 2023

CONSTRUCTION & 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 & EXTENSIONS

9. Main Extensions

PERSONNEL

10. Wage and/or Salary Increases and Ratifications
11. Salary Recommendation for Manager – Diversity, Equity, Inclusion

JUDICIAL & LEGISLATIVE

12. Condemnation Authority (RESOLUTIONS)
13. Subdivision Agreement – MUD Acres 2

BOARD

15. Other Matters of District Business for Discussion
16. Public Comment
17. CLOSED SESSION – Litigation, Personnel and Real Estate

Adjourn Regular Monthly Board Meeting

(Turn over for Committee Meetings agenda)

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT

Minutes of Committee Meetings

June 7, 2023

Chairperson Tanya Cook 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, May 28, 2023. Notice was also provided on the MUD website at www.mudomaha.com and other social media platforms. Agendas and all pertinent Board materials to be presented at the meeting were emailed to Directors on June 2, 2023 and posted on the MUD website.

Chairperson Cook 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 and Business Continuity Shane Hunter provided a safety briefing for all individuals attending the meeting in-person regarding protocol at the headquarters building in the event of an emergency.

Roll Call

On a roll call vote, the following Directors acknowledged their attendance: Mike McGowan, Gwen Howard, Tim Cavanaugh, Jim Begley, Tanya Cook, Dave Friend, Bob Sidzyik. Director McGowan attended remotely.

Open Meetings Act Notice

Chairperson Cook 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, Sidzyik, Cavanaugh*

Senior Vice-President & Chief Operations Officer Gina Langel presented the proposed capital expenditures as outlined in her letter to the Committee dated June 2, 2023.

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 May 30, 2023.

Vice-President of Procurement & Enterprise Services Jon Zellars introduced the proposed supplemental capital expenditure for the renovation of the Construction Center at 63rd and Grover Streets (CC1) and the building of a second Construction Center located at Hwy 133 & Potter Street (CC2) as outlined in his letter to the Committee dated May 31, 2023. An additional $14.43 million is needed for completion based upon multiple factors including the 'Architect's opinion of probable construction cost,' high inflation rate experienced in the non-residential construction market since the original estimate was developed, an increase in the square footage of CC2 (from 120,000 to 146,000 square feet), District overheads and an annual inflationary rate of 6% during the construction period. The current estimate for total project cost is $80.4 million.

Senior Vice-President and Chief Financial Officer Mark Myers provided information about the sources of the project funding, including $2.2 million in insurance proceeds received from the CC1 ground settling claim; $2.8 million of operating cash due largely to deferral of vehicle and equipment purchases because of supply chain issues; and the remaining $9.4 million will come from gas revenue bond issuance later in 2023. Mr. Myers pointed out that the total amount of the bond issuance is expected to be about $90 million, including $75 million for the two Construction Center projects and $15 million to complete the LNG plant renovations as discussed at the May Board meeting. Any potential impact on gas rates will be evaluated as the 2024 budget is developed.

Director Howard inquired about whether a 2% rate increase as mentioned in recent discussions was still a consideration, and if so, she would find it difficult to support due to the hardship imposed on customers. Mr. Myers indicated that other options were being reviewed first, but it was still under consideration. Mr. Doyle responded that the District's current concentration of its employee and equipment resources limits its responsiveness in the event of a flood or tornado, for example. He noted some District efforts have mitigated the concentration by setting up staging areas in other locations, but redundancy, i.e., adding a second Construction Center, is essential to the District's reliability. Mr. Doyle noted that a staffing plan is being devised for the second Construction Center. The District must stay on task with regard to staffing its water infrastructure replacement program aimed at completion of 1% (30 miles) of pipe replacement per year. Mr. Doyle stated that when the (water and gas) infrastructure replacement program was begun, no plan existed previously. He noted that the decisions are difficult and the undertaking is expensive, and agreed affordability is an issue but not a reason to defer or ignore critical decisions.

Director McGowan agreed that a second Construction Center was necessary to ensure the District's reliability in responding to emergency situations and service calls as needed. Mr. Doyle indicated the District is involved in conducting a rate study and that allocation of costs and linking ability to pay is being reviewed.

Mr. Zellars presented the next agenda item for the bids on materials and contracts as outlined in the letter to the Committee from Director of Procurement Sherri Meisinger dated May 26, 2023.

Vice-President of Engineering Masa Niiya presented the proposed main extensions as outlined in his letter to the Committee dated May 31, 2023.

Personnel - *Begley, Sidzyik, Friend*

Vice-President of Human Resources Bonnie Savine reviewed the wage and/or salary increases and ratifications as outlined in her letter to the Committee dated May 25, 2023.

Ms. Savine presented the proposed selection of Steve Dickas for the position of Vice-President of Accounting as outlined in her letter to the Committee dated May 31, 2023.

Judicial & Legislative - *Cavanaugh, Cook, Howard*

Assistant General Counsel Joseph Kehm presented the proposed settlement of a Workers Compensation claim, as outlined in his letter to the Committee dated May 29, 2023.

Governmental Relations Attorney Rick Kubat presented the fifth and final Legislative Report for 2023 as outlined in his letter to the Committee dated May 30, 2023. Mr. Kubat reported that the District will receive $10 million to be used to replace some of the 12 to 16,000 lead service lines in the Omaha area. The initial funding bill was Senator McDonnell's LB 613 and provisions of that bill were amended into mainline Appropriations bills (LB 814 and LB 818) which were passed by the Legislature and signed into law.

Insurance & Pension – *Howard, McGowan, Cook,*

Senior Vice-President and Chief Financial Officer Mark Myers reviewed the proposed renewals of several third-party insurance policies that are scheduled to expire on June 15, 2023. Mr. Myers noted for the Board that he was presenting a letter dated June 5, 2023 that described the renewal and the associated premiums and fees; an Executive Summary prepared by the District's insurance consultant Aon Risk Services that provided an overview of the insurance market as well as the efforts undertaken to renew the District's coverage with various carriers; and a schedule comparing the asset values and premiums contained in the existing policies to those reflected in the proposal. Mr. Myers also noted Aon representative Dave McCue was on hand via Webex to address any questions from the Board.

Mr. Myers reported that the proposed renewal contains a combined annual increase in premiums and fees of $255,412 (22.4%) excluding premiums on the vehicle

(auto/fleet) coverage. Mr. Myers pointed out the three primary factors that continue to drive the increasing cost of insurance for the District: (1) challenging market conditions in the insurance industry brought on by catastrophic weather events that caused substantial claim losses; (2) the increase in the insurable value of the District's property, the majority of which was due to rising inflation and higher construction costs, resulting in higher premium costs; and (3) two large property damage claims that were recently closed, including flood damage that occurred at the District's water treatment plants in 2019 and the property damage to the Construction Center due to ground settling issues. The combined annual premiums and fees of $1,397,830 represent a significant increase of $255,421, or 22.4%, but are understandably related to the factors reviewed.

In addition to these policies, the auto/fleet liability policy will need to be renewed on June 15, 2023. This policy coverage protects against damage largely caused by theft, fire, vandalism or natural disasters and does not include coverage for physical damage resulting from a collision or third-party liability coverage. The market for this type of insurance is very limited and Nationwide was one of a few companies that would provide coverage. Due to a claim filed by the District last June of 2022 for $137,000 for hail damage to 28 vehicles, Nationwide declined to renew this policy and Aon is actively seeking other alternatives for insuring the fleet of vehicles. Although a solution has not yet been identified, Management is requesting that the Board grant the President authority to execute a policy on behalf of the District, insuring the fleet that provides at least the same amount of coverage and an annual premium no more than 25% higher than the expiring premium, as reflected in the 2023 budget. Any Management decision with regard to the insurance policy will be reported at the July 6, 2023, regular Board Meeting.

Mr. Myers also reported on the cyber liability insurance, proposing renewal of coverage with the current insurance carrier, AIG, under the same terms as the expiring policy. The annual premium of $38,399 reflects an increase of $5,306, or 16.0% which is a significant improvement from last year's 56% premium increase.

Committee of the Whole

President Mark Doyle presented the annual 'State of the District.' (Presentation slides and video can be found on the MUD website.)

Public Comment

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

Chairperson Cook announced that a copy of the Rules of Order & Procedure, Statement of Values and Code of Ethics which were adopted at the April Board Meeting could be found in the back of the Board Books and Directors were welcome to take that copy home with them.

Chairperson Cook noted that the July Board Meeting is currently scheduled for the day after the Fourth of July holiday and asked if any Board Members wished to move the meeting date. Following some discussion, the July Board Meeting was moved to Thursday, July 6, 2023.

Chairperson Cook inquired about the notification process related to the closure of the MUD branch office housed in the downtown OPPD office building. Senior Vice-President and Chief Information Officer Sue Lobsiger addressed the various communication measures currently underway prior to the June 30th branch closure.

Chairperson Cook asked whether Board Members had any further comments. Director Begley inquired as to whether the annual Service Recognition Dinner and the Employee Picnic would be resumed following a years-long hiatus due to the pandemic. Vice-President of Corporate Communications Stephanie Mueller addressed the question, reporting that preparations for the two events were underway for the picnic in September and the dinner in October.

At 10:28 a.m., Chairperson Cook announced the Committee Meetings had concluded and the Board would reconvene in ten minutes for the regular monthly Board Meeting.

Mark Doyle
President & Secretary to the Board

MM/mjm

METROPOLITAN UTILITIES DISTRICT

Minutes of the Regular Monthly Board Meeting

June 7, 2023

Chairperson Cook called to order the regular Board Meeting of the Metropolitan Utilities District Board of Directors at 10:38 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, May 28, 2023. Notice was also provided on the MUD website at www.mudomaha.com and other social media platforms. Agendas and all pertinent Board materials to be presented at the meeting were emailed to Directors on June 2, 2023 and posted on the MUD website.

Chairperson Cook 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 attendance: Mike McGowan, Gwen Howard, Tim Cavanaugh, Jim Begley, Tanya Cook, Dave Friend, Bob Sidzyik. Director McGowan attended remotely.

AGENDA NO. 2
OPEN MEETINGS ACT NOTICE

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

AGENDA NO. 3
PLEDGE OF ALLEGIANCE

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

AGENDA NO. 4
APPROVAL OF MINUTES FOR THE PUBLIC HEARING, COMMITTEE MEETINGS AND REGULAR MONTHLY BOARD MEETING FOR MAY 3, 2023

Director Cavanaugh moved to approve the minutes for the Public Hearing, Committee Meetings and regular monthly Board Meeting for May 3, 2023, which was seconded by Director Begley and carried on a roll call vote.

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

AGENDA NO. 5
CAPITAL EXPENDITURES

Director Friend moved to approve the proposed capital expenditures as presented in the Committee Meetings by Senior Vice-President & Chief Operations Officer Gina Langel and as outlined in her letter to the Committee dated June 2, 2023. The motion was seconded by Director Begley and carried on a roll call vote.

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

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

Director Friend moved to approve the proposed acceptance of contracts and payment of final estimates as presented in the Committee Meetings by Interim Vice-President of Water Operations Stephanie Henn and as outlined in her letter to the Committee dated May 30, 2023. The motion was seconded by Director Cavanaugh and carried on a roll call vote.

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

AGENDA NO. 7
CC1 RENOVATIONS & CC2 CONSTRUCTION – SUPPLEMENTAL CAPITAL EXPENDITURE

Director Friend moved to approve the supplemental capital expenditure for the Construction Center "1" renovations and the Construction Center "2" construction, as presented to the Committee by Vice-President of Procurement & Enterprise Services Jon Zellars and as outlined in his letter dated May 31, 2023. The motion was seconded by Director Begley and carried on a roll call vote.

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

AGENDA NO. 8
BIDS ON MATERIALS AND CONTRACTS

Director Friend moved to approve the bids on materials and contracts as presented to the Committee by Vice-President of Procurement & Enterprise Services Jon Zellars and as outlined in the letter dated May 26, 2023, from Director of Purchasing Sherri Meisinger. The motion was seconded by Director Cavanaugh and carried on a roll call vote.

AGENDA NO. 9
MAIN EXTENSIONS

Director Friend moved to approve the proposed main extensions as presented by Vice-President of Engineering Masa Niiya and as outlined in his letter to the Committee dated May 31, 2023, which was seconded by Director Cavanaugh and carried on a roll call vote.

Voting Yes: McGowan, Howard, Cavanaugh, Begley, Cook, Friend, Sidzyik
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 outlined in the letter dated May 25, 2023 from Vice-President of Human Resources Bonnie Savine. Director Howard seconded the motion.

Director Friend proposed a substitute motion to amend the Wage and/or Salary letter, to exclude No. 5 from the letter on page 7, the (ratification of the salary and) position of Manager of Diversity, Equity & Inclusion. The motion was seconded by Director Cavanaugh.

Mr. Mendenhall suggested that a motion to amend would be appropriate in order to exclude the position as referenced in the letter which could then be followed by a motion to approve the letter in its entirety.

Director Friend restated the motion to amend the letter, excluding the DEI Manager position, and approve the rest of the Wage and Salary letter. Director Cavanaugh seconded the motion.

Director Howard inquired as to whether her seconding the original motion should be withdrawn, and Mr. Mendenhall agreed. Director Howard withdrew her second. Mr. Mendenhall restated the motion to approve the letter with the exception of the DEI Manager position.

Director Howard requested that Director Friend restate his motion. Director Friend moved to amend the letter, removing the DEI Manager position.

Voting Yes: McGowan, Howard, Cavanaugh, Begley, Friend, Sidzyik
Voting No: Cook

Director Begley moved to approve the DEI Manager position, found on page '7' of the letter. The motion was seconded by Director Friend.

The motion was restated by Mr. Mendenhall that Director Friend's motion to amend included an approval of the letter with the exception of the DEI Manager position. Director Friend restated that his previous motion was to approve the letter with the exception of the DEI Manager position. Director Cavanaugh commented that the goals of the employment position were worthy but the position was not necessary and a waste of taxpayer money, and the goals could be adequately achieved by HR Department staff.

Voting Yes: Howard, Begley, Cook, Sidzyik
Voting No: Cavanaugh, Friend
Present, Not Voting: McGowan

Director Begley moved to approve 'the remaining letter' of the wage and/or salary increases and ratifications as presented to the Committee by Vice-President of Human Resources Bonnie Savine and as outlined in her letter dated May 25, 2023. The motion was seconded by Director Howard. Director Friend questioned whether the motion was duplicative of the earlier motion. Director Begley noted his motion referred to the "remaining letter." Director Friend accepted that clarification. The motion carried on a roll call vote.

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

AGENDA NO. 11
SELECTION OF VICE-PRESIDENT, ACCOUNTING

Director Begley moved to approve the selection of Steve Dickas for the position of Vice-President of Accounting as outlined in the letter from Ms. Savine dated May 31, 2023. The motion was seconded by Director Friend and carried on a roll call vote.

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

AGENDA NO. 12
SETTLEMENT OF WORKERS COMPENSATION CLAIM

Director Cavanaugh moved to approve the settlement of the Workers Compensation claim as presented in the Committee meetings by Assistant General Counsel Joseph Kehm and as outlined in his letter to the Committee dated May 29, 2023.

AGENDA NO. 13
FIFTH LEGISLATIVE REPORT FOR 2023

Director Cavanaugh requested that the Fifth Legislative Report for 2023 as presented by Governmental Relations Attorney Rick Kubat, and as outlined in his letter to the Committee dated May 30, 2023, be placed on file.

AGENDA NO. 14
INSURANCE RENEWALS

Director Howard moved to approve the insurance renewals as presented in the Committee meetings by Senior Vice-President and Chief Financial Officer Mark Myers and as outlined in his letter to the Committee dated June 5, 2023. The motion was seconded by Director Begley and carried on a roll call vote.

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

AGENDA NO. 15
OTHER MATTERS OF DISTRICT BUSINESS FOR DISCUSSION

Chairperson Cook asked whether any Directors had any matters of District business for discussion. There were none.

AGENDA NO. 16
PUBLIC COMMENT

Chairperson Cook asked whether any members of the public were present who wished to address the Board. There were none.

AGENDA NO. 17
CLOSED SESSION – LITIGATION, PERSONNEL & REAL ESTATE

At 10:55 a.m., Director Friend moved to go into Closed Session which was seconded by Director Begley and carried on a roll call vote.

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

At 11:58 a.m., Director Howard moved to return to Open Session which was seconded by Director Sidzyik and carried on a roll call vote.

Voting Yes: Howard, Cavanaugh, Begley, Cook, Sidzyik
Voting No: None
Absent: McGowan, Friend

Chairperson Cook asked whether there were any members of the public who had any comments to share. There were none.

Director Begley moved to adjourn the regular Board Meeting which was seconded by Director Howard and carried on a roll call vote.

Voting Yes: Howard, Cavanaugh, Begley, Cook, Sidzyik
Voting No: None
Absent: McGowan, Friend

The regular Board Meeting was adjourned at 11:59 a.m.

Mark Doyle
President & Secretary to the Board

MM/mjm

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 28, 2023

Subject: CAPITAL EXPENDITURES

To: Committee on Construction and Operations
cc: all Board Members, Doyle, Mendenhall, Myers, Lobsiger, Ausdemore, and all Vice Presidents

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

The following items will be on the July 6, 2023, Committee Agenda for consideration and the Board Agenda for approval.

SYSTEM IMPROVEMENTS

1. JOB #: WP1963 (100085000660 - $ 151,080) & (100085000661 - $846,200)
TOTAL COST: $997,280
LOCATION: 53rd & Maass Road (Lakewood) - Pump Station
DIRECTOR SUBDIVISION: Sidzyik
PURPOSE: Design and procurement of above-ground manufactured pump station
DESCRIPTION: A booster pump station is needed to supply water for the future development of the Lakewood West Subdivision. Water pressure in the subdivision is insufficient due to the high elevation of the development. Though the subdivision water main will be in place in 2023, the booster station will not go into service until 2024. The developer is aware of the timing of this project. The Board of Directors will be presented with a separate capital expenditure at a later date for the approval of the installation of the booster pump station. JEO Consulting Group was awarded the bid for planning, design services, and assistance with purchasing. It is estimated it will take 12-months to receive the equipment for this station so the booster station must be ordered now to meet the 2024 project schedule.

2. JOB #: (100054001093 - $161,000 & 100068001075 - $4,900)
TOTAL COST $ 165,900
LOCATION: 136th & "Q" Streets
DIRECTOR SUBDIVISION: Cavanaugh and McGowan
PURPOSE: Install 800 ft. of plastic gas main, abandon 660 ft. of wrapped steel gas main.
DESCRIPTION: This work is required to eliminate conflicts with a City of Omaha construction project involving a bridge redecking and other structural work. The existing wrapped steel gas main is attached to the bridge structure and poses a conflict with the proposed bridge work. A plastic gas main will be bored below the West Papillion Creek to the south of the bridge and will no longer be exposed to weather elements, eliminating

the need for regular corrosion inspection and maintenance. This project is anticipated to start September of 2023 and will be constructed by an M.U.D. crew.

Gina Langel

Gina Langel
Senior Vice President, Chief Operations Officer

Approved:

Mark E. Doyle

Mark E. Doyle
President

DocuSign Envelope ID: 555BCFA1-210C-4C63-A057-F5C1EC0E4455

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 22, 2023

Subject: ACCEPTANCE OF CONTRACTS AND PAYMENT OF FINAL ESTIMATES

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

From: Adam L. Gartner, Interim Director, Plant Engineering

The following items will be on the July 6, 2023, 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. Cedar Construction, WP1772, 100057000484, Install Water Mains in R & L Carriers; N. 117th St. & State St.	1/7/2021	$122,707.00	$214,004.00

Comments: There was an overall net increase of $91,297.00 (approximately 74%) for this project primarily due to two, previously approved, change orders. These change orders, requested by the developer, were for significant revisions to the project to accommodate the developer's schedule required for water service prior to site grading and paving being completed. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
b. Kersten Construction, WP1837, 100055001370, Install Water Mains in Sanctuary Ridge; S. 229th St. & West Center Rd.	7/6/2022	$699,196.00	$709,252.07

Comments: There was an overall net increase of $10,056.07 (approximately 1%) for this project, primarily due to a previously approved change order. Change Order No. 1 covered material cost increases due to recent supply chain issues. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
c. Kersten Construction, WP1867, 100055001386, Install Water Mains in Lake Cunningham Village Phase 2; SE of N. 96th St. and State St.	5/4/2022	$294,137.60	$264,733.08

Comments: There was an overall net decrease of $29,404.52 for this project, primarily due to field adjustments required during the construction of the project. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
d. Cedar Construction, WP1897, 100055001395, Install Water Mains in Grove Ridge Lot 4; N. 192nd St. & Leavenworth St.	3/2/2022	$157,722.00	$170,527.00

Comments: There was an overall net increase of $12,805.00 (approximately 8%) for this project, primarily due to additional boring and casing needed to complete the project. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

Contract	Contract Approval Date	Amounts	
		*Unit Price Bid	Actual
e. Cedar Construction, WP1784/WP1821 100057000490, Install Water Mains in Gretna High School No. 2.	4/6/2022	$1,041,054.00	$999,017.00

Comments: There was an overall net decrease of $42,037.00 for this project, primarily due a design change to remove a length of main that was no longer needed because of revision to the school site plan and a small previously approved change order All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications

DocuSigned by:
Adam Gartner
121848991F67477...
Adam L. Gartner
Interim Director, Plant Engineering

Approved:

DocuSigned by:
Masa Miya
98B161DEA31645F...
Masa Niiya
Vice President
Engineering

DocuSigned by:
Gina Langel
CF9222096C644F6...
Gina Langel
Senior Vice President
Chief Operations Officer

DocuSigned by:
Mark Doyle
C1E4FA06F330426...
Mark E. Doyle
President

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 23, 2023

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

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

From: Sherri A Lightfoot, Director, Procurement

The following items will be on the July 6, 2023 Committee Agenda for consideration and the July 6, 2023 Board Agenda for approval. The recommended bid is bolded and listed first. Nonlocal bidders have been indicated in italics.

WATER/GAS MAIN CONTRACTS

Item	Bids Sent / Rec'd	Bidders	Bid Amount
Install Water Mains in Blue Sage Creek 3, Lots 1-172 SE. of 222nd Street and Grover Street 100055001447 WP 2024	18/2	**Cedar Constr.**	**$855,948.00**
		Kersten Constr.	1,023,339.00

Engineering Estimate: $972,134.00
(A C&A in the amount of $1,016,069.00 will be presented to the Board on July 6, 2023 for approval.)

RATIFICATION

Item	Bids Sent / Rec'd	Bidders	Bid Amount
Operations Center Cubicle Reconfiguration 100084001324 GP 2817	2/2	**Office Furniture Inst.**	**$36,511.00**
		Shepards Business Int.	46,355.50

(C&A for 100084001324 approved June 7, 2023 in the amount of $799,130.00.)

INFORMATION TECHNOLOGY

Item	Bids Sent / Rec'd	Bidders	Bid Amount
Cisco Routing and Security Five Year Enterprise Agreement (July 21, 2023 to July 20, 2028)	1/1	***OneNeck***	***$507,090.61***

OTHER

Item	Bids Sent / Rec'd	Bidders	Bid Amount
Headquarters Walking/ Security Guard Path 100084001304 GP 2719 *Bids Rejected	6/2	Midwest DCM Paladin	$98,827.50* 485,500.00*

ANNUALS

Item	Bids Sent / Rec'd	Bidders	Bid Amount
Ground Aluminum Sulfate (570 Tons) Florence WTP (September 1, 2023 to August 31, 2024)	6/1	***ChemTrade Chemical***	***$336,300.00***
Hydrofluorosilicic Acid (120 Tons) Florence WTP (September 1, 2023 to August 31, 2024)	4/1	***Univar Solutions***	***$62,400.00***
Hydrofluorosilicic Acid (117 Tons) Platte South WTP (September 1, 2023 to August 31, 2024)	4/1	***Univar Solutions***	***$60,840.00***
Hydrofluorosilicic Acid (150 Tons) Platte West WTP (September 1, 2023 to August 31, 2024)	4/1	***Univar Solutions***	***$78,000.00***
Sodium Permanganate (40,000 lbs.) Florence WTP (September 1, 2023 to August 31, 2024)	4/2	***Carus Chemical*** *Shannon Chemical*	***$61,200.00*** *63,200.00*

Activated Carbon (45 Tons) Florence WTP *2nd Low Bid Recommended (September 1, 2023 to August 31, 2024)	7/4	***CarbPure Tech.*** *Atlas* *Donau Carbon US* *Carbon Activated Corp.*	***$74,250.00**** *73,799.55* *89,325.00* *90,000.00*
Cationic Polymer (40,000 lbs) Florence WTP (September 1, 2023 to August 31, 2024)	4/1	***Polydyne, Inc.***	**$32,800.00**
Ferric Sulfate (293,000 lbs.) Platte South WTP (September 1, 2023 to August 31, 2024)	7/2	***Kimera Water Solutions*** *ChemTrade Chemical*	***$93,174.00*** *95,225.00*
Ferric Sulfate (300,000 lbs.) Platte West WTP (September 1, 2023 to August 31, 2024)	7/2	***Kimera Water Solutions*** *ChemTrade Chemical*	***$95,400.00*** *97,500.00*

Sherri A. Lightfoot
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

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 26, 2023

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

To: All Board Members
cc: Doyle, Ausdemore, Langel, Lobsiger, Mendenhall, Myers and all Vice Presidents

From: Sherri A. Lightfoot, Director, Procurement

During the month of June the following items were purchased or contracted for and are 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.

Item	Bids Sent / Rec'd	Bidder	Amount Bid
Carbon Dioxide CO2	3/2	**Matheson**	**$44,000.00**
(275 Tons) Florence WTP		*Linde*	*137,225.00*
(September 1, 2023 to August 31, 2024)			

Sherri A. Lightfoot
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

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 29, 2023

Subject: MAIN EXTENSIONS

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

From: Masa Niiya, Vice President, Engineering

The following main extensions will be on the July 6, 2023, Committee Agenda for consideration and the Board Agenda for approval:

1. JOB # WP 2024 (100055001447)
PROJECT COST: $1,016,069
DISTRICT COST: $0
LOCATION: Blue Sage Creek 3 Subdivision, 222nd and Grover
DIRECTOR SUBDIVISION: Subdivision 4, Cavanaugh
PURPOSE: Install 4,980 ft. of 8" PVC water main and 6,540 ft. of 6" PVC water main at 222nd & Grover Streets to serve Lots 1-172 and Outlots A-C
DESCRIPTION: This work is being done to provide domestic water service and fire protection to 172 residential lots and 3 outlots in Blue Sage Creek 3 Subdivision. Work is requested to be completed by November 2023. The applicant has also requested gas service. This project is within the City of Omaha's zoning jurisdiction and the developer is Dave Lanoha / Lanoha Pacific, Inc.

2. JOB # GP 2765 (100060001463)
COST: $266,222
DEVELOPER DEFICIENCY: $0
LOCATION: Lakewood West Subdivision, South of 54th Street & Highway 370
DIRECTOR SUBDIVISION: Subdivision 7, Sidzyik
PURPOSE: Install 18,700 ft of plastic gas main to serve lots 1-266
DESCRIPTION: This work is being done to provide gas service to 253 single-residence lots, 3 multiple-residence lots, and 10 commercial lots in Lakewood West Subdivision. Work is requested to be completed by September 2023. This project is currently within the City of Bellevue's zoning jurisdiction and is being developed by Drew Snyder / Woodsonia Lakewood West, LLC.

Masa Niiya
Vice President, Engineering

Approved:

Gina Langel
Sr. Vice President, Chief Operations Officer

Mark E. Doyle
President

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

June 29, 2023

Subject: Wage and/or Salary Increases and Ratifications, July 2023 Board Meeting

To: Personnel Committee members Begley, Friend, and Sidzyik
cc: Board Members Cavanaugh, Cook, Howard, and McGowan
President Doyle, and Senior Vice Presidents Ausdemore, Langel, Lobsiger, Mendenhall, and Myers

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:	**Grant Cannon**
Current position (department):	Customer Account Clerk III (Customer Accounting)
New position (department):	Meter Reader – Car Route (Meter Services)
Current rate; step/grade:	$32.67; Step 4
Proposed rate; step/grade:	$35.56; Step 4
Percent of increase:	8.85%
District hire date:	January 6, 2020

Employee:	**Daniel Donahoe**
Current position (department):	Machine Operator (Construction)
New position (department):	Utility Worker (Construction)
Current rate; step/grade:	$38.86; Step 4
Proposed rate; step/grade:	$41.15; Step 4
Percent of increase:	5.89%
District hire date:	October 02, 2017

Employee:	**Josh Hartnett**
Current position (department):	Pipe Layer Trainee (Construction)
New position (department):	Water Plant Maintenance Mechanic (Platte West)
Current rate; step/grade:	$29.10; Step 3
Proposed rate; step/grade:	$30.75; Step EN
Percent of increase:	5.67%
District hire date:	November 15, 2021

Employee:	**Nathan Laushman**
Current position (department):	Pipe Layer Welder (Construction)
New position (department):	Utility Worker (Construction)
Current rate; step/grade:	$36.92; Step 3
Proposed rate; step/grade:	$39.09; Step 3
Percent of increase:	5.88%
District hire date:	October 14, 2019

Employee:	**Arturo Rocha Ventura**
Current position (department):	Machine Operator I (Construction)
New position (department):	Utility Worker (Construction)
Current rate; step/grade:	$38.86; Step 4
Proposed rate; step/grade:	$41.15; Step 4
Percent of increase:	5.89%
District hire date:	February 25, 2019

Employee:	**Ebony Smoak**
Current position (department):	Cashier II (Branch Delivery)
New position (department):	Customer Account Clerk III (Customer Accounting)
Current rate; step/grade:	$24.28; Step 1
Proposed rate; step/grade:	$26.14; Step EN
Percent of increase:	7.66%
District hire date:	April 18, 2022

Employee:	**Trent Volenec**
Current position (department):	Pipe Layer Welder (Construction)
New position (department):	Utility Worker (Construction)
Current rate; step/grade:	$36.92; Step 3
Proposed rate; step/grade:	$39.09; Step 3
Percent of increase:	5.88%
District hire date:	May 06, 2019

Employee:	**Joseph Wilson**
Current position (department):	Pipe Layer Welder (Construction)
New position (department):	Utility Worker (Construction)
Current rate; step/grade:	$38.86; Step 4
Proposed rate; step/grade:	$41.15; Step 4
Percent of increase:	5.89%
District hire date:	September 17, 2001

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.

Employee:	**Derek Davis**
Current position (department):	Welder I (Construction)
New position (department):	Welder II (Construction)
Current rate; step/grade:	$39.24; Step 4
Proposed rate; step/grade:	$41.69; Step 1
Percent of increase:	6.24%
District hire date:	May 21, 2018

Employee:	**Ronald Kates**
Current position (department):	Material Handler Trainee (Stores)
New position (department):	Material Handler (Stores)
Current rate; step/grade:	$34.98; Step 4
Proposed rate; step/grade:	$37.77; Step 3
Percent of increase:	7.98%
District hire date:	May 21, 2018

Employee:	**Adam Kriegler**
Current position (department):	Material Handler Trainee (Stores)
New position (department):	Material Handler (Stores)
Current rate; step/grade:	$34.98; Step 4
Proposed rate; step/grade:	$37.77; Step 3
Percent of increase:	7.98%
District hire date:	January 14, 2019

Employee:	**Chase Porter**
Current position (department):	Pipe Layer Trainee (Construction)
New position (department):	Pipe Layer (Construction)
Current rate; step/grade:	$30.63; Step 4
Proposed rate; step/grade:	$32.92; Step 2
Percent of increase:	7.48%
District hire date:	June 07, 2021

Employee:	**Michael Zoucha**
Current position (department):	Pipe Layer Trainee (Construction)
New position (department):	Pipe Layer (Construction)
Current rate; step/grade:	$30.63; Step 4
Proposed rate; step/grade:	$32.92; Step 2
Percent of increase:	7.48%
District hire date:	June 07, 2021

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:	**Nickie Brandis**
Current position (department):	Senior Computer Aided Drafting Technician (Engineering Design)
New position (department):	Senior Engineering Technician (Engineering Design)
Current rate; step/grade:	$40.18; Step 3
Proposed rate; step/grade:	$87,753; SPA – 03
Percent of increase:	5.00%
District hire date:	July 31, 2017

Employee:	**Tiffany Jackson**
Current position (department):	Builder Services Clerk (Business Development)
New position (department):	Apprentice - IT Software Developer I (Information Technology)
Current rate; step/grade:	$34.32; Step 4
Proposed rate; step/grade:	$74,955; SPA – 01
Percent of increase:	5.00%
District hire date:	April 25, 2011

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 recommendations for approval this month

Bonnie Savine
Vice President, Human Resources

APPROVED:

Mark A. Mendenhall
Senior Vice President, General Counsel

Mark E. Doyle
President

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

APPROVED BY BOARD

June 29, 2023

Subject: Salary Ratification - Manager, Diversity, Equity and Inclusion

To: Personnel Committee members Begley, Friend, and Sidzyik
cc: Board Members Cavanaugh, Cook, Howard, and McGowan
President Doyle, and Senior Vice Presidents Ausdemore, Langel, Lobsiger, Mendenhall, and Myers

From: Bonnie Savine, Vice President, Human Resources

On March 1, 2023, a quorum of the Board of Directors approved the requisition for Manager, Diversity, Equity and Inclusion. During the presentation requesting that approval, Management assured the Board that the position would not impact customer rates.

Based on that Board authorization, the District completed a recruitment process and extended an offer of employment to Gianna Howard. Ms. Howard accepted that offer and began employment on May 22, 2023. Ms. Howard was employed at a salary of $92,188.00 which is within the approved salary grade for Supervisory, Professional and Administrative grade SPA-05. The Board has previously approved the grade SPA-05 at $92,188-$116,403.

It is recommended that the Board of Directors ratify the salary of Ms. Howard at an annual salary of $92,188.00 as the Manager, Diversity, Equity and Inclusion.

Bonnie Savine
Vice President, Human Resources

APPROVED:

Mark A. Mendenhall
Senior Vice President, General Counsel

Mark E. Doyle
President

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT

Inter-Department Communication

June 25, 2023

Subject: CONDEMNATION AUTHORITY:

To acquire permanent and temporary easements, as specifically described in the attached proposed resolutions, in undeveloped land near 168th and Capehart Road in Sarpy County, Nebraska

To: J & L Committee

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

From: Mark Mendenhall, Senior Vice President/General Counsel

For several months, the Law Department has been attempting to obtain permanent and temporary easements in two parcels of land located near 168th and Capehart Road in Sarpy County, Nebraska. In April, a resolution was brought before the Board seeking condemnation authority to obtain fee simple rights for approximately twenty (20) acres of land along with permanent and temporary easements for the development and operation of a water reservoir and pump station and the water distribution mains needed to connect that water reservoir to the remainder of the District's water distribution system.

The permanent and temporary easements at issue here are related to the same project and are in addition to the previous condemnation authority and involve neighboring landowners. These permanent and temporary easements are also needed to construct and operate large diameter water distribution mains that will connect the new water reservoir, generally referred to as the Southwest Water Reservoir, to the remainder of the District's water distribution system. A map depicting the locations of the easements described herein is attached to this letter.

It is necessary to obtain the easements to facilitate installation of the large diameter distribution mains to further enhance the District's water distribution system. The mains to be installed in the easement areas will support growth and enhance reliability in the area.

The Law Department seeks condemnation authority to acquire these easements by eminent domain. Eminent domain requires that the District negotiate in good faith and make a good faith offer to acquire the property rights prior to seeking the court's intervention.

We have communicated with the owners of the subject parcels on numerous occasions. We have modified plans to address specific concerns. We have considered impacts to the owner's farming operations and provided solutions to such impacts. We have provided multiple offers to acquire and considered the owners' demands. To date, however, we have been unable to reach agreement with the owners.

To avoid possible delays in the project, Board approval is sought to authorize condemnation proceedings for these easements. The Law Department will continue efforts to acquire these property rights through negotiations before or even after condemnation is filed.

Two resolutions authorizing the condemnations (attached) have been prepared for consideration, and this matter will appear on the agenda at the J & L Committee meeting for discussion on July 6, 2023, and on the agenda of the July 6, 2023 Board Meeting.

Mark Mendenhall
Senior Vice President/General Counsel

Approved:

Mark Doyle
President

RESOLUTION

WHEREAS, Elry LP owns an undeveloped and unplatted parcel of land at approximately 168th and Capehart Road in Sarpy County, Nebraska;

WHEREAS, the Metropolitan Utilities District of Omaha (the "District") has sought to acquire and purchase permanent and temporary easements from the landowner as more fully described on Exhibit A attached hereto;

WHEREAS, the permanent and temporary easements are needed as part of a District project to install multiple, large diameter water main extensions along 168th Street and Capehart Roads to provide potable water to developing areas of Sarpy County;

WHEREAS, the District has negotiated in good faith with Elry LP to obtain such easements by agreement, including by making a good faith offer of compensation to Elry LP to acquire such easements;

WHEREAS, despite good faith efforts the District has been unable to reach agreement with Elry LP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Metropolitan Utilities District of Omaha determines that it is necessary to appropriate the property described on Exhibit A for the public purpose of installing and maintaining a water main and that the acquisition of permanent and temporary easement rights, as set forth on Exhibit A, is necessary for the stated public purposes.

BE IT FURTHER RESOLVED that attorneys for the District are authorized to institute condemnation proceedings on behalf of the District to obtain permanent and temporary easements, as more particularly described on Exhibit A, pursuant to Nebraska Revised Statutes §§ 14-2113 and 14-2116.

Adopted:

EXHIBIT A

Permanent Easement:

A PERMANENT MUD OMAHA EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10 ON AN ASSUMED BEARING OF S02°33'39"E, 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CAPEHART ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF CAPEHART ROAD N87°38'56"E, 2663.20 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10; THENCE ON SAID EAST LINE OF THE NORTHEAST QUARTER S02°26'18"E, 68.00 FEET; THENCE S87°38'56"W, 2663.05 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER N02°33'39"W, 68.00 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 181,092.49 SQUARE FEET OR 4.157 ACRES, MORE OR LESS, AND IS SHOWN ON THE DRAWINGS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Temporary Easement:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10 ON AN ASSUMED BEARING OF S02°33'39"E, 101.00 FEET TO THE POINT OF BEGINNING; THENCE N87°38'56"E, 2663.05 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10; THENCE ON SAID EAST LINE OF THE NORTHEAST QUARTER S02°26'18"E, 10.00 FEET; THENCE S87°38'56"W, 2663.03 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER N02°33'39"W, 10.00 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 26,630.41 SQUARE FEET OR 0.611 OF AN ACRE, MORE OR LESS, AND IS SHOWN ON THE DRAWINGS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

SARPY COUNTY
NEBRASKA

ELRY LP PROPERTY
WP1642 GENERAL EASEMENT AREA

Notes

NO SCALE

RESOLUTION

WHEREAS, L&E Eggers Family Farm, LLC own an undeveloped and unplatted parcel of land at approximately 168th and Capehart Road in Sarpy County, Nebraska;

WHEREAS, the Metropolitan Utilities District of Omaha (the "District") has sought to acquire and purchase permanent and temporary easements from the landowner as more fully described on Exhibit A attached hereto;

WHEREAS, the permanent and temporary easements are needed as part of a District project to install multiple, large diameter water main extensions along 168th Street and Capehart Roads to provide potable water to developing areas of Sarpy County;

WHEREAS, the District has negotiated in good faith with L&E Eggers Family Farm, LLC to obtain such easements by agreement, including by making a good faith offer of compensation to L&E Eggers Family Farm, LLC to acquire such easements;

WHEREAS, despite good faith efforts the District has been unable to reach agreement with L&E Eggers Family Farm, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Metropolitan Utilities District of Omaha determines that it is necessary to appropriate the property described on Exhibit A for the public purpose of installing and maintaining a water main and that the acquisition of permanent and temporary easement rights, as set forth on Exhibit A, is necessary for the stated public purposes.

BE IT FURTHER RESOLVED that attorneys for the District are authorized to institute condemnation proceedings on behalf of the District to obtain permanent and temporary easements, as more particularly described on Exhibit A, pursuant to Nebraska Revised Statutes §§ 14-2113 and 14-2116.

Adopted:

EXHIBIT A

Permanent Easement:

A PERMANENT MUD OMAHA EASEMENT, LOCATED IN TAX LOT 1 IN SECTION 3, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 ON AN ASSUMED BEARING OF N87°49'11"E, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S 168TH STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 1, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF S 168TH STREET N03°07'19"W, 853.58 FEET; THENCE N08°41'58"E, 253.83 FEET; THENCE N03°07'19"W, 396.35 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF S 168TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF S 168TH STREET FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N09°28'03"E, 68.82 FEET, (2) N03°07'19"W, 732.30 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF S 168TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF SCHRAM ROAD N61°48'21"E, 570.79 FEET; THENCE S45°00'00"W, 109.80 FEET; THENCE S62°01'40"W, 446.60 FEET; THENCE S03°07'19"E, 1181.37 FEET; THENCE S08°41'58"W, 219.66 FEET; THENCE S03°07'19"E, 883.22 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3; THENCE ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3 S87°49'11"W, 52.01 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 113,698.32 SQUARE FEET OR 2.610 ACRES, MORE OR LESS, AND IS SHOWN ON THE DRAWINGS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Temporary Easement:

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN TAX LOT 1 IN SECTION 3, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID

SECTION 3 ON AN ASSUMED BEARING OF N87°49'11"E, 85.01 FEET TO THE POINT OF BEGINNING; THENCE ON N03°07'19"W, 883.22 FEET; THENCE N08°41'58"E, 219.66 FEET; THENCE N03°07'19"W, 1181.37 FEET; N62°01'40"E, 446.60 FEET; THENCE N45°00'00"E, 109.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF SCHRAM ROAD FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N61°48'21"E, 17.43 FEET; (2) N87°22'12"E, 7.36 FEET; THENCE S45°00'00"W, 133.42 FEET; THENCE S62°01'40"W, 441.71 FEET; THENCE S03°07'19"E, 1174.98 FEET; THENCE S08°41'58"W, 219.66 FEET; THENCE S03°07'19"E, 883.38 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3; THENCE ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3 S87°49'11"W, 10.00 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 28,450.15 SQUARE FEET OR 0.653 OF AN ACRE, MORE OR LESS, AND IS SHOWN ON THE DRAWINGS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

APPROVED BY BOARD

METROPOLITAN UTILITIES DISTRICT
Inter-Department Communication

July 3, 2023

Subject: SUBDIVISION AGREEMENT M.U.D. ACRES 2

To: Judiciary and Legislative Committee

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

From: Mark Mendenhall, General Counsel

From April, 2021 through December, 2021, the District completed three separate acquisitions of land near Blair High Road and State Street. The three acquisitions combined represent approximately 50 acres of land. This site will be utilized to develop the District's second construction center. A proposed final plat depicting the land is attached to this memorandum for reference.

As part of the process to develop previously undeveloped land, the District, as owner and developer, must engage with various other entities including the City of Omaha, Douglas County, neighboring SIDs and neighboring property owners. The goal of such efforts is to, in part, finalize plans for the development including the final recorded plat and any public improvements to be built during the course of construction.

The attached Subdivision Agreement is the result of such engagement. The Agreement is between the City of Omaha, a neighboring property owner (Hardt family) and the District. The purpose of this Agreement is to establish the District's obligations to construct and install various public improvements. Those improvements are detailed under Section 1 of the Subdivision Agreement and include a section of public right of way, sidewalks, street trees, curb ramps, a walking trail along Thomas Creek, a traffic signal, roadway improvements such as a decelaration lane and stormwater facilities.

The Agreement also details costs of such improvements. As part of the process to develop the site, those costs were included in previously submitted plans to the Board. Those costs also include some that will be shared pursuant to two interlocal cooperation agreements that will be submitted in the coming months.

As the Agreement includes obligations to fund public improvements at a significant cost, I felt it best to recommend authorization via the Judiciary and Legislative Committee as if this were, in fact, an interlocal cooperation agreement. Accordingly, your approval is recommended and this will be discussed at the July 6 Committee and Regular Board Meeting.

Mark Mendenhall

Mark Mendenhall
General Counsel

Approved:

Mark Doyle
President

SUBDIVISION AGREEMENT
M.U.D. Acres 2 (Lot 1 and Outlots A Thru E)

THIS AGREEMENT, made and entered into this _____ day of _____ , 2023, among Metropolitan Utilities District, a municipal corporation and political subdivision (hereinafter referred to as "Subdivider"), the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City") and Larry A. Hardt ("Hardt").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, Hardt is the owner of the property now legally described as LANDS SEC-TWN-RGE 28-16-12 -EX S 338.05 W 367.64 FT TRIA & IRR 336.56 X 499.8 FT TRT & SE .43 AC TRT- ALL BEING S & W OF CO RD 47B NE 1/4 NW 1/4 4.86 AC in Douglas County, Nebraska ("Hardt Property");

WHEREAS, the Subdivider proposes to build public improvements in the area to be developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the area to be developed to the sewer system of the City; and,

WHEREAS, a part of such development, the Hardt Property will be platted into a single lot in the plat, to be know as Outlot B M.U.D. Acres 2; and

WHEREAS, the parties wish to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the Area to be Developed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs.

SECTION I

Subdivider shall construct and install all items stated in this Section, and perform all other duties listed in this Section. Subdivider shall, contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts for the installation of the improvements set forth in this section:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the Public Works Department), as shown on paving plans prepared by Olsson, Inc., copies of which are attached hereto as Exhibit "B".

B. Sidewalks and street trees along both sides of all public streets within the Area to be Developed shall be constructed by the Subdivider in conformance with Section 53-9 (9), and with Section 55-924 (where applicable), according to the following schedule:

1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project, but shall not take place until after all conflicting utilities have been installed.
2. Sidewalks shall be constructed along all street frontages for all outlots as part of the initial public improvement projects.
3. Sidewalks and street trees shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
4. Sidewalks and street trees shall be constructed immediately abutting built-upon lots as soon as weather permits.
5. In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat, provided, the City has waived the sidewalk requirement along State Street.

C. Subdivider shall grant an easement for 10' wide concrete trail in accordance with the Parks Master Plan of the City of Omaha, which trail shall be constructed by Subdivider no later than twelve (12) months following construction of a connecting trail segment to the north or south of the Area to be Developed. Plans shall be approved by the Omaha Parks Department prior to construction. The City shall maintain the trail in perpetuity upon completion of construction under the terms of said easement between the Subdivider and the City. The construction expense of the trail is eligible to be reimbursed by the City.

D. State Street at the property frontage shall be widened to include construction of a median. The Subdivider shall also construct an eastbound right deceleration lane no later than two (2) years following the recording of the Final Plat. These improvements may be accomplished with permitting through Douglas County and execution of a maintenance agreement with Douglas County.

E. A permanent traffic signal will be installed by the Subdivider at the intersection of Blair High Road and Potter Street at such time as warrants are met, or at the request of the City. These improvements may be accomplished through one or more Interlocal Cooperation Agreements between the Subdivider adjacent properties to the south and west, the NDOT and City.

F. The Subdivider shall construct a northbound right deceleration lane and a southbound left deceleration lane on Blair High Road. Potter Street for a portion of the property frontage shall be constructed to connect to Blair High Road. These improvements may be accomplished through an Interlocal Cooperation Agreement between the Subdivider, S.I.D. 413 and the NDOT.

G. All street identification signs shall comply with the Manual on Uniform Traffic Control Devices, and shall be approved, in writing, by the Traffic Engineer of the City of Omaha prior to installation.

H. The Subdivider agrees to grade the subdivision so that the elevation at the property line adjacent to Blair High Road and State Street shall meet the proposed grade established by the Douglas County Engineer for a five-lane section road. Sections shall be submitted to the Douglas County Engineer and elevations certified by Olsson, Inc. prior to recording the final plat. If the grading has not been completed by the time the Subdivider wishes to record the plat, the Subdivider may submit a certified check or other suitable financial guarantee to the City to ensure the completion of the grading within a suitable amount of time.

I. Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per plat (Exhibit "A"). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by Olsson, Inc., copies of which are attached hereto as Exhibit "F" and are subject to the approval of the City. The City has assigned a project number of OMA_____ to these plans.

J. Post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements, and shall comply with the requirements

attached hereto as Exhibit "G". The maintenance agreement shall delineate the responsibilities of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.

SECTION II

The parties agree that the entire cost of all public improvements paid for privately by the Subdivider and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all internal street, sidewalk and street tree construction shall be paid for privately by the Subdivider, as indicated in Exhibit "B".

B. The costs to construct the traffic signal at the intersection of Blair High Road and Potter Street, the Blair High Road declaration lanes, Potter Street extension and State Street improvements shall be paid for privately by the Subdivider, subject to cost sharing of such improvements as set forth in the Interlocal Cooperation Agreements. The City of Omaha shall take reasonable efforts to cause adjacent property owners benefitting from off site improvements constructed by Subdivider to contribute funds for such improvements.

C. The Sediment and Erosion Control Plan to be submitted the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "D". The City of Omaha must approve said plan prior to City Engineer's second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures shall be the responsibility of the Subdivider. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid for privately by the Subdivider.

D. Park fees shall be paid as follows:

1. Trails / Boulevard Fee. There will be no platting fees for trails and boulevards. A Trail and Boulevard Fee will be assessed at the time of building permit.

2. Community Parks. Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the Subdivider at the time of final platting. This portion of the CP Fee is calculated on a per-acre basis as follows:

Lot 1, Industrial, 48.94 Acres @ $750.00 per acre		$36,705.00
	TOTAL:	$36,705.00

The remaining portion of the CP Fee will be assessed at the time of building permits on a per-lot basis.

E. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, shall be paid for privately by the Subdivider, provided,

1. The Subdivider shall own and maintain these properties in accordance with the maintenance agreement contained herein. All necessary easements to the City and the Subdivider shall be granted at the time of platting.
2. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for and maintained by the Subdivider.

SECTION III

A. Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefore.

B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.

C. The Subdivider shall not sue nor fund any lawsuit to prevent any annexation of property within the subdivision by the City.

SECTION IV

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, color, creed, political or religious affiliation, sex, marital status, sexual orientation, gender identity, national origin, age, or disability in violation of federal or state laws or local ordinances.

SECTION V

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the Subdivider and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the Subdivider, the City shall be granted and they shall accept control and operation of the facility. The Subdivider shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the Subdivider shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the subdivision, any sewer from the subdivision's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the subdivision. The Subdivider shall not collect charges for such connections.

D. At all times, all sewage from and through said subdivision into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the subdivision may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

G. The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The Subdivider shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

H. The Subdivider expressly agrees that they are and shall be:

1. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Omaha applicable to subdivisions whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Omaha; and,

2. Bound by any terms and provisions which by ordinance, resolution or rule of the City of Omaha shall hereafter adopt or provide as being applicable to or required in contracts with subdivisions or in order to permit or continue the discharge of any sewage from a subdivision to flow into or through any part of the sewer or sewage system of the City of Omaha.

SECTION VI

A. The owner of each lot shall make payment to the City of Omaha for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2023, the fee would be as follows:

Lot 1, Industrial, 41.56 Acres @ $11,208.00		$465,804.48
	TOTAL:	$465,804.48

B. In the event the Subdivider shall plat additional lots which will be in the subdivision which he wishes to connect to the Omaha sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.

C. The Subdivider and the City agree that payment made under Section VI-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section VI-A and shall be collected by the City as a Special Sewer Connection Fee as follows:

1. The real estate shall be charged the special sewer fee amount as set forth in Section VI-A for each lot or parcel.

2. The Special Sewer Connection fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-A prior to the time any such lot or parcel is built upon and before the building sewer is connected to the sanitary system of the subdivision.

3. In the event of annexation by the City, the Special Sewer Connection Fee shall continue to remain as a charge against each lot which has not previously paid said Special Sewer Connection Fee. The Special Sewer Connection Fee shall be collected and retained by the City from each such lot owner before the building sewer is connected to the sanitary system.

D. The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section VI-A herein.

E. No sewer permit will be issued by the City for any construction on any lot in the area described in Section VI-A until payment to the City of the Special Sewer Connection Fee for that particular lot as called for in Section VI-A.

F. The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for FY2023, the fee would be as follows:

Lot 1, Industrial, 41.56 Acres @ $5,345.00		$222,138.20
	TOTAL:	$222,138.20

G. In the event the Subdivider shall plat additional lots which will be in the subdivision, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.

H. The Subdivider and the City agree that payment made under Section VI-F of this Agreement shall constitute a Watershed Management Fee for the area described in Section VI-F and shall be collected by the City as a Watershed Management Fee as follows:

1. The real estate shall be charged the Watershed Management Fee amount as set forth in Section VI-F for each lot or parcel.

2. The Watershed Management Fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-F prior to the time any such lot or parcel is built upon.

3. In the event of annexation by the City, the Watershed Management Fee shall continue to remain as a charge against each lot which has not previously paid said Watershed Management Fee. The Watershed Management Fee shall be collected and retained by the City from each such lot owner before the building permit is issued.

SECTION VII

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. Outlot A shall be used for a drainageway, recreational trail, and green space and will be owned and maintained by the Subdivider.

C. Outlot B shall be used for a drainageway, recreational trail, and green space and will be owned and maintained by a private party.

D. Outlot C shall be used for a drainageway, detention basin, recreational trail, and green space and will be owned and maintained by the Subdivider.

E. Outlot D shall be used for wetlands and will be owned and maintained by the Subdivider.

F. Outlot E shall be used for future drainage improvements and will be owned and maintained by the Subdivider.

G. For the construction of traffic signal at the intersection of Blair High Road and Potter Street, the City shall make a good faith effort to, if and to the extent legally permissible, practical and appropriate, in the City's sole discretion, include as a condition of subdivision approval of the property on the southwest corner of the intersection (hereinafter referred to as "Adjacent Property") a requirement for the subdivider of the Adjacent Property or other responsible party to the subdivision agreement for the Adjacent Property to fund its prorata share of this construction.

H. The tree mitigation plan between the Subdivider and the City is attached hereto as Exhibit "E." The total number of mitigated trees shown on Exhibit "E" reflects the total number of trees on the mitigation plan in the Preliminary Plat. Costs for tree mitigation shall be paid by the Subdivider. The Subdivider shall provide a certified check or other financial guarantee acceptable to the City in the amount of $_____ prior to recording the final plat. These costs are based on the following:

1. Acreage of tree canopy to be mitigated =1.72
2. Number of trees per mitigated acre to be planted =192
3. Total number of trees to be planted =330
4. Cost per tree = $200.00 (plus 20% soft costs for a total of $240.00)

The time frame for the mitigation plan completion shall be two years from the date of the City Engineer's second signature on the final plat. The City shall release to the Subdivider the financial guarantee for trees which have been planted and growing at the end of the two year time frame, or sooner if plan is completed. The City shall retain any remaining monies to plant any trees not planted by the Subdivider in locations shown on Exhibit "E". The City is hereby granted permission to enter the property to plant such trees. When the plan has been implemented and certified by the Subdivider's engineer, the funds shall be released to the Subdivider.

Upon installation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced.

I. All maintenance of the public streets to be constructed as identified on Exhibit "B", including snow removal, repair, and upkeep, shall be performed as identified in a separate maintenance agreement between the Subdivider and Douglas County until the City annexes the area to be developed, at which time all maintenance shall be performed by the City. Prior to the recording of the final plat, the Subdivider shall enter into a separate maintenance agreement with Douglas County to cover these maintenance responsibilities.

J. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

K. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

L. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A"".

M. The violation or breach of this Agreement may be remedied by an action for specific performance, or other available legal or equitable remedies. Any statute of limitations applicable to an obligation under this Agreement shall be tolled until the obligee party provides to the obligor party a written demand for performance of the obligation by a certain deadline.

SECTION VIII

The parties hereto acknowledge that Hardt is executing this Agreement as an accommodation to Subdivider and Hardt shall have no liability or obligation to perform any of the duties or obligations of Subdivider as set forth herein.

Space below intentionally left blank – Signature Page to follow

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY CLERK Date

SUBDIVIDER:

METROPOLITAN UTILITIES DISTRICT

By:_____
Title:_____
Date:_____

CITY OF OMAHA

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY Date

HARDT:

Larry A. Hardt

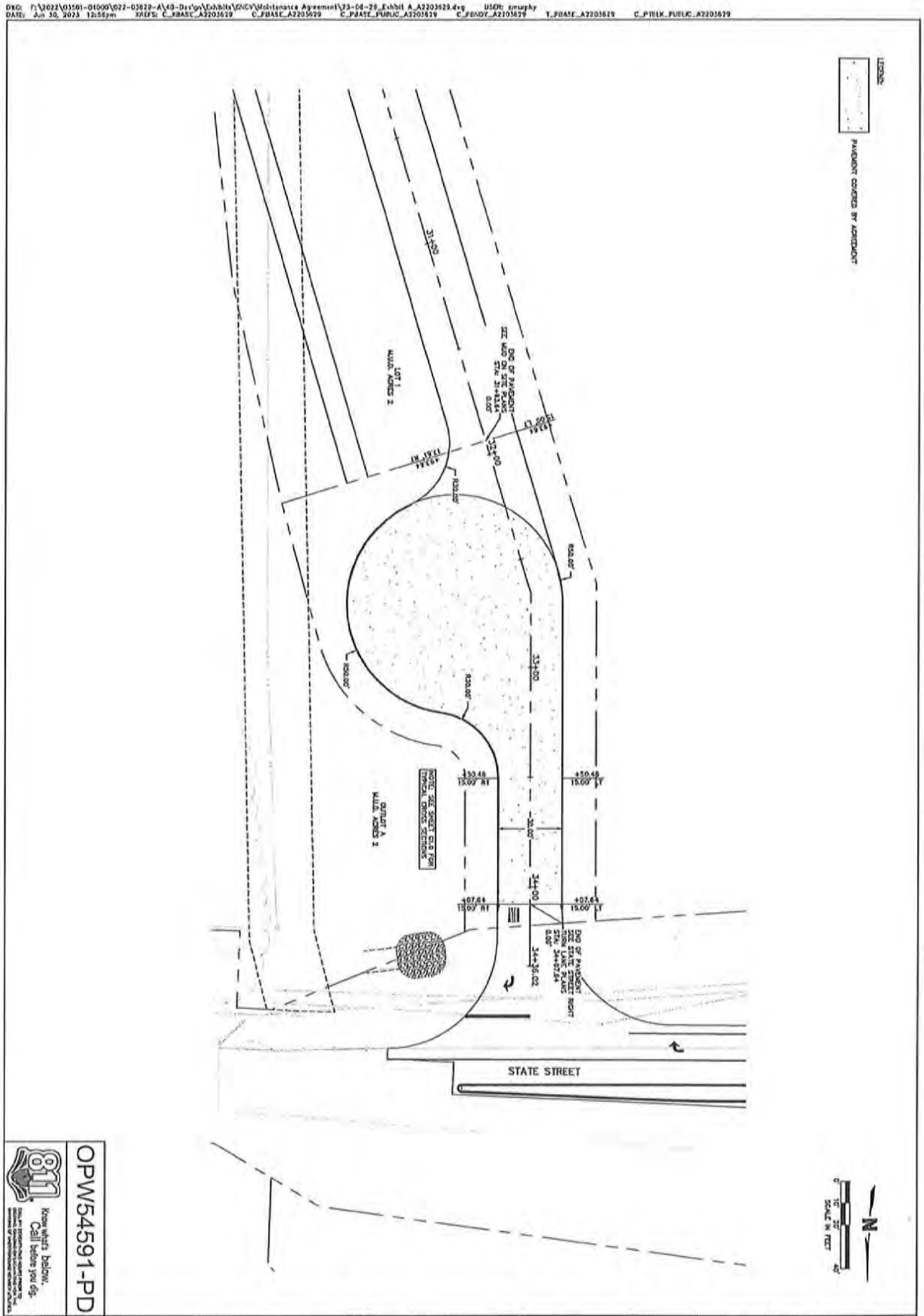
On this ___ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of Metropolitan Utilities District, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC
My Commission expires _____

SUBDIVISION AGREEMENT EXHIBIT

EXHIBIT A	FINAL PLAT
EXHIBIT B	PAVING & STORM SEWER
EXHIBIT C	SANITARY SEWER
EXHIBIT D	SEDIMENT & EROSION CONTROL PLAN
EXHIBIT E	TREE MITIGATION PLAN
EXHIBIT F	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT G	POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN

DWG: F:\2022\03501-01000\022-03629-A\40-Design\Exhibits\CNCV\Maintenance Agreement\23-06-29_Exhibit A_A2203629.dwg USER: smurphy
DATE: Jun 30, 2023 12:56pm XREFS: C_XBASE_A2203629 C_FBASE_A2203629 C_PBASE_PUBLIC_A2203629 C_PENDY_A2203629 T_PBASE_A2203629 C_PTBLK_PUBLIC_A2203629



OPW54591-PD

811 Know what's below. Call before you dig.

SHEET EXHIBIT A

EXHIBIT A

MUD ACRES 2
PUBLIC IMPROVEMENTS

OMAHA, NEBRASKA 2023

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

olsson

Engineering - Nebraska COA #CA-0638
2111 South 67th Street, Suite 200
Omaha, NE 68106 TEL 402.341.1116 www.olsson.com

Exhibit G
Post-construction stormwater maintenance agreement

1. Construction site stormwater runoff controls

This section should define the controls used to manage stormwater runoff during construction. It should also contain information defining when the controls are installed, when they are taken out and how/when they are converted to a permanent post-construction feature (if applicable)

2. Post-construction stormwater management features

Define the features to be used as permanent post-construction stormwater management controls.

3. Timing of installation of post-construction stormwater management features

Provide a schedule (either a timeline, or percentage of buildout) defining when the permanent post-construction stormwater features will be installed. They should not be installed at such a time to treat or control construction site runoff, or to become impaired by construction site runoff. Some features may not be built until developments are significantly built out.

4. Maintenance responsibilities of the Subdivider

Define what the maintenance requirements of the post-construction stormwater management features are to provide the required treatment. Maintenance responsibilities of the Subdivider will be limited to activities that preserve the ability of the feature to retain, detain, convey or treat stormwater runoff, as designed.

5. Maintenance responsibilities of the Association

Define what maintenance activities will be the responsibility of the Association (or other private entity). These include routine mowing, landscaping, vegetation removal or control, private amenities and other features not specifically necessary to retain, detain, convey or treat stormwater runoff. Maintenance of adjacent sidewalks will also be the responsibility of the Association.

6. Transfer of Maintenance Responsibilities

This maintenance Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".