

**METROPOLITAN UTILITIES DISTRICT  
Committee Meetings Agenda**

1:00 p.m.

June 3, 2026

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

**Construction & Operations – Friend, Sidzyik, Cavanaugh**

4. Capital Expenditures [Kendall Minor – SVP & Chief Operations Officer] – **Tab 5**
5. Acceptance of Contracts and Payment of Final Estimates  
[Emily Hovda Walton – Director, Program Management] – **Tab 7**
6. Bids on Materials and Contracts  
[Jon Zellars – VP, Procurement & Enterprise Services] – **Tab 8**

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

7. Main Extensions [James Bartels – Director, Engineering Design] – **Tab 10**

**Personnel – Begley, Sidzyik, Friend**

8. Wage and/or Salary Increases and Ratification  
[Bonnie Savine – VP, Human Resources] – **Tab 11**
9. Advanced Leader Recognition [Bonnie Savine – VP, Human Resources] – **Tab 12**

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

10. Insurance Renewals [Robert Kreiser – VP, Accounting] – **Tab 13**
11. Supplemental Retirement Plan [Mark Mendenhall – SVP, General Counsel] – **Tab 14**

***(Turn over for regular Board Meeting agenda)***

# METROPOLITAN UTILITIES DISTRICT

## Regular Monthly Board Meeting Agenda

1:45 p.m.

June 3, 2026

1. Roll Call
2. Open Meetings Act Notice
3. Pledge of Allegiance
4. Approval of Minutes – Committee Meetings and Regular Board Meeting for May 6, 2026
- CONSTRUCTION & OPERATIONS**
  5. Capital Expenditures
  6. Capital Expenditures between \$25,000 and \$50,000
  7. Acceptance of Payments and Final Estimates
  8. Bids on Materials and Contracts
  9. Purchases between \$25,000 and \$50,000
- SERVICES & EXTENSIONS**
  10. Main Extensions
- PERSONNEL**
  11. Wage and/or Salary Increases and Ratifications
  12. Advanced Leader Recognition
- INSURANCE & PENSION**
  13. Insurance Renewals
  14. Supplemental Retirement Plan
- BOARD**
  15. Other Matters of District Business for Discussion
  16. Public Comment
  17. CLOSED SESSION

**Adjourn Regular Monthly Board Meeting**

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

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June 3, 2026

## METROPOLITAN UTILITIES DISTRICT

### Minutes of the Committee Meeting

### May 6, 2026

Chairperson Howard called to order the Committee meetings of the Metropolitan Utilities District Board of Directors at 1:00 p.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 April 26, 2026. Notice was also provided on the MUD website at [www.mudomaha.com](http://www.mudomaha.com) and other social media platforms. Agendas and all pertinent Board materials to be presented at the meeting were emailed to Directors and posted on the MUD website on Friday, May 1, 2026.

Chairperson Howard 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, Safety and Security Shane Docken 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**

The following Directors acknowledged their attendance: Mike McGowan, Gwen Howard, Tim Cavanaugh, Jim Begley, Tanya Cook, Dave Friend, and Bob Sidzyk,

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

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

#### **Outstanding Service Award**

On behalf of the Board of Directors and Management, Chairperson Howard presented employees Steve Novak, Sam Houston, Robert Peters, Jeff Vondra, Greg Ramirez, Jeff Petry, Jake Vannornam, Josh Jones, Kody Fast and Chad Cole with the Outstanding Service Award for noticing a vehicle on fire and taking action to fight the fire until the fire department's arrival while investigating a water leak. The quick response from the team reflects the District's core principles of care, integrity and safety and security to our customers and community.

#### **Proposed Updates to the Billing Price Book**

Manager of Financial Planning & Analysis Stephanie Lemonds presented a PowerPoint to review the proposed changes and noted for the Directors that their Board Book information included her letter to the Committee dated April 30, 2026, outlining the

proposed updates, the detailed list of the revised prices, and the Resolution. The proposed changes will become effective on June 1, 2026, upon approval by the Board.

The Billing Price Book establishes prices for various services and materials that the District provides to customers and contractors that are wholly separate from customers' monthly gas and water charges. The District typically conducts an annual review of its pricing using a 'cost recovery' approach to ensure the prices continue to align with actual costs, including the current average hourly wage rate of the personnel performing the service, the average time required to complete each task, and the cost of materials sold or installed as part of the service. Some services are not cost based but rather service fees intended to discourage undesirable behavior, such as penalty fees for turning on a service that has been disconnected for nonpayment. Some services are intentionally priced below cost when it involves customers who are facing financial hardship. An example is the "Turn-on Charge for Collection Accounts - Priority" service which is below cost and occurs after a customer's service has been turned off for nonpayment.

Revenue generated from Billing Price Book charges this past fiscal year totaled approximately \$5 million, or 1% of total revenue. Although it is a relatively small percentage of total revenue, the District takes care to conduct a thorough review each year to ensure that pricing methodologies are accurate, and that prices charged for the services are reasonable.

Ms. Lemonds reviewed the frequently billed services highlighting pricing changes to Field Services Labor due to wage and benefits increase, turn-on fees associated with Gas and/or Water Service, which includes a ten dollar increase for residential customers and \$104 for commercial customers. Discussion took place regarding the differentiation between customer classes and turn-on fee increases.

Ms. Lemonds continued the presentation with the frequently billed items. The 3/4" water meter installation with ERT will not be increased, and water main tap and inspection of 1" corporations will have a 0.5% increase, or three dollars.

She presented a list of prices increasing by more than \$200 and/or increasing 15%. These include monthly manual read fees for customers electing to not have ERT on their gas and/or water meters. Additionally, large water taps on ductile and cast-iron mains and taps on PVC mains are driven by the rising cost of materials as increasing labor costs. Discussion took place regarding the varying cost increases of the taps.

Ms. Lemonds also noted that no new billing items or fees are being recommended this year. The revised Billing Price Book, upon approval by the Board, will be posted on the District's website to publicize the changes for customers and contractors along with an announcement that the revisions will take effect June 1, 2026.

**Construction and Operations – Friend, Sidzyik, Cavanaugh**

Senior Vice President and Chief Operations Officer Kendall Minor presented the proposed capital expenditures as outlined in his letter to the Committee dated May 1, 2026. Director of Facilities Management John Velehradsky gave a project overview and update on CC1 and CC2.

Director of Plant Engineering Trevor Tonniges presented the acceptance of contracts and payment of final estimates as outlined in his letter to the Committee dated April 24, 2026.

Vice President of Procurement & Enterprise Services Jon Zellars presented the bids on materials and contracts as outlined in the letter to the Committee from Director of Procurement Sherri Lightfoot dated April 24, 2026.

**Services and Extensions – Friend, Begley, Howard**

Vice President of Engineering Masa Niiya presented the proposed main extensions as outlined in his letter to the Committee dated April 28, 2026.

**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 6, 2026.

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

Government Relations Attorney Rick Kubat reviewed the fourth legislative report of the 2026 session as outlined in his letter to the Committee dated April 22, 2026.

Senior Vice President and General Counsel Mark Mendenhall reviewed the ratification of sale of 4204 Ames Ave as outlined in his letter to the Committee dated April 29, 2026.

**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.)

Director of Infrastructure Integrity Evan Martin and Senior Infrastructure Engineer – Supervisory Derek Duin presented the Infrastructure Replacement (IR) Program Update. (Presentation slides and video can be found on the MUD website.)


Discussion took place regarding comparison metrics between the District and other nation-wide utilities and infrastructure replacement trends.

**Public Comment**

Chairperson Howard asked if there was any member of the public who would like to address the Board. There was none.

Chairperson Howard asked if there were any further comments from the Board or Management. Director McGowan reiterated his appreciation for all the positive reports presented at the meeting and District employees.

At 2:18 p.m., Chairperson Howard 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

MD/sec

**METROPOLITAN UTILITIES DISTRICT**  
**Minutes of the Regular Monthly Board Meeting**  
**May 6, 2026**

Chairperson Howard called to order the Regular Board meeting of the Metropolitan Utilities District Board of Directors at 2:28 p.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 April 26, 2026. Notice was also provided on the MUD website at [www.mudomaha.com](http://www.mudomaha.com) and other social media platforms. Agendas and all pertinent Board materials to be presented at the meeting were emailed to Directors and posted on the MUD website on Friday, May 1, 2026.

Chairperson Howard 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**

The following Directors acknowledged their attendance: Mike McGowan, Gwen Howard, Tim Cavanaugh, Jim Begley, Tanya Cook, Dave Friend, and Bob Sidzyik,

**AGENDA NO. 2**

**OPEN MEETINGS ACT NOTICE**

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

**AGENDA NO. 4**

**APPROVAL OF MINUTES FOR THE COMMITTEE MEETINGS AND REGULAR MONTHLY BOARD MEETING FOR APRIL 1, 2026**

Director Cavanaugh moved to approve the minutes for the Committee Meetings and Regular Monthly Board Meeting for April 1, 2026, which was seconded by Director Begley and carried on a roll call vote.

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

Voting No: None

Abstain: Friend

## **AGENDA NO. 5**

### **UPDATES TO THE BILLING PRICE BOOK (RESOLUTION)**

Director McGowan moved to approve the updates to the Billing Price Book as presented in the Committee Meetings by Manager of Financial Planning and Analysis Stephanie Lemonds and as outlined in her letter to the Committee dated April 30, 2026. The motion was seconded by Director Begley and carried on a roll call vote.

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

Voting No: Friend

## **AGENDA NO. 6**

### **CAPITAL EXPENDITURES**

Director Friend moved to approve the proposed Capital Expenditures as presented in the Committee Meetings by Senior Vice President and Chief Operations Officer Kendall Minor as outlined in his letter to the Committee dated May 1, 2026. 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**

### **CAPITAL EXPENDITURES \$25,000-\$50,000**

Director Friend requested that the Capital Expenditures between \$25,000-\$50,000 letter dated April 3, 2026, from Senior Vice President and Chief Operations Officer Kendall Minor be placed on file. No vote necessary.

## **AGENDA NO. 8**

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

Director Friend moved to approve the Acceptance of Contracts and Payment of Final Estimates as presented in the Committee Meetings by Director of Plant Engineering Trevor Tonniges and as outlined in his letter to the Committee dated April 24, 2026. The motion was seconded by Director McGowan and carried on a roll call vote.

Voting Yes: McGowan, Howard, Cavanaugh, Begley, Cook, Friend, Sidzyik

Voting No: None

## **AGENDA NO. 9**

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

Director Friend moved to approve the Bids on Materials and Contracts as presented in the Committee Meetings by Vice President of Procurement and Enterprise Services Jon Zellars and as outlined in the letter to the Committee dated April 24, 2026, from Director of Procurement Sherri Lightfoot. 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. 10**  
**NOTICE OF PURCHASES \$25,000-\$50,000**

Director Friend requested that the Notice of Purchases between \$25,000-\$50,000 letter dated April 24, 2026, from Director of Procurement Sherri Lightfoot be placed on file. No vote necessary.

Discussion took place regarding the addition of Capital Expenditures between \$25,000-\$50,000 to the Board Meeting agenda due to the recently updated Delegation of Authority policy.

**AGENDA NO. 11**  
**MAIN EXTENSIONS**

Director Friend moved to approve the proposed Main Extensions as presented in the Committee Meetings by Vice President of Engineering Masa Niiya and as outlined in his letter to the Committee dated April 28, 2026, 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. 12**  
**WAGE AND/OR SALARY INCREASES AND RATIFICATIONS**

Director Begley moved to approve the Wage and/or Salary Increases and Ratifications as presented in the Committee Meetings by Vice President of Human Resources Bonnie Savine and as outlined in her letter dated May 6, 2026. The motion was seconded by Director Sidzyik and carried on a roll call vote.

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

**AGENDA NO. 13**  
**FOURTH LEGISLATIVE REPORT FOR 2026**

Director Cavanaugh requested that the Fourth Legislative Report letter dated April 22, 2026, from Government Relations Attorney Rick Kubat be placed on file. No vote necessary.

**AGENDA NO. 14**  
**SALE – 4204 AMES AVE - RATIFICATION**

Director Cavanaugh moved to approve the Ratification of Sale of 4204 Ames Ave as presented in the Committee Meetings by Senior Vice President and General Counsel Mark Mendenhall and as outlined in his letter dated April 29, 2026. The motion was seconded by Director Cook 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 Howard asked whether any Board Members or Management had any comments they wished to share.

**AGENDA NO. 16**

**PUBLIC COMMENT**

Chairperson Howard asked if there were any members of the public who would like to address the Board. There was none.

**AGENDA NO. 17**

**CLOSED SESSION**

At 2:37 p.m. Director Begley moved to enter into closed session for matters of personnel and litigation. The motion was seconded by Director Cook and carried on a roll call vote.

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

At 3:25 p.m. Director Cavanaugh moved to enter into open session and adjourn the regular board meeting. The motion was seconded by Director Cook and carried on a roll call vote.

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

The regular Board Meeting was adjourned at 3:25 p.m.



Mark Doyle  
President & Secretary to the Board

MD/sec

**METROPOLITAN UTILITIES DISTRICT***Inter-Department Communication*June 3, 2026**May 30, 2026****Subject: CAPITAL EXPENDITURES****To:** Construction and Operations Committee  
cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, and all Vice Presidents**From:** Kendall Minor, SVP & Chief Operations Officer

The following capital expenditures will be on the June 3, 2026, Committee Agenda for consideration and the Board Agenda for approval:

**BUILDINGS, PLANTS & EQUIPMENT****1. JOB #:** WP2288 (100035000106 - \$190,000)**TOTAL COST:** \$190,000**LOCATION:** Platte West Water Production Facility**PURPOSE:** Gravity Thickener Basin Fall Arrest Protection Construction**DESCRIPTION:** The Platte West facility has two Gravity Thickener Basins that currently rely on a temporary extension ladder for staff entry and exit. This method of ingress and egress poses a safety concern. This project will address that concern by installing permanent ladders and fall protection systems.

Approval of this C&A would authorize the President to execute the construction contract with Judd Bros. Construction Co.

**2. JOB #:** WP2318/GP3018 (100035000106 - \$300,000) & (100090001891 - \$60,000)**TOTAL COST:** \$360,000**LOCATION:** Platte South, Platte West, Florence, and Operations Center**PURPOSE:** UPS Replacements**DESCRIPTION:** This project will purchase and install seven new Uninterruptible Power Supply (UPS) units to provide reliable backup power for SCADA and network equipment at multiple District facilities (Florence Filter Plant, Platte South, Operations Center, and Platte West). The existing UPS units have reached the end of their useful service life, and replacement parts and manufacturer maintenance support are no longer available.

Replacement of these aging units is necessary to ensure the continued, reliable operation of critical SCADA and network infrastructure during planned and unplanned power outages.

**3. JOB #:** GP3008 (100020000019 - \$876,626)**TOTAL COST:** \$876,626**LOCATION:** LNG Plant and Propane Air Plants**PURPOSE:** Fiber and Camera Upgrades**DESCRIPTION:** CHI Engineering designed upgrades to the fiber optic cable and infrastructure at the LNG and Propane Air Plants (117th & Fort Street). The project addresses configuration reliability and incorporates input from engineering, IT, and security teams to

improve both fiber infrastructure and the facility's camera system.

Approval of this C&A will authorize the President to execute the construction contract with Interstates Inc.

## **SYSTEM IMPROVEMENTS**

**1. JOB #:** R2390 REVISION (100053001862 - \$316,100) & (100067001735 - \$52,500)

**TOTAL COST:** \$368,600

**LOCATION:** Warren Street and East Mission Avenue

**PURPOSE:** Relocate water main

**DESCRIPTION:** This work was previously approved on December 29th, 2025 and planned to be a smaller scope at the request of the City of Bellevue. This C&A is being revised as the City of Bellevue is now expanding the scope of their project. The District will construct this project in conjunction with a neighboring project, R2352, that is planned for the same City of Bellevue project, M146(388B). Construction is anticipated to begin June 2026.

This work is reimbursable in nature therefore the City of Bellevue is required to pay a 6" equivalent cost of the 8" main in Warren Street for a total estimated cost of \$341,100. The District will reimburse the City of Bellevue for the oversizing in the amount of \$27,500, which is the estimated difference in cost between a 6" main required and an 8" main installed.

**2. JOB #:** GP2986 (100052001974 - \$57,900) & (100066002775 - \$4,400)

**TOTAL COST:** \$62,300

**LOCATION:** South 144<sup>th</sup> Street from Meadows Parkway to Cornhusker Road

**PURPOSE:** Abandon below ground regulator station

**DESCRIPTION:** The below-ground regulator station at 144th Street & Cornhusker Road is being prioritized for replacement. A new 2" plastic gas main will be installed to interconnect two 60 psig distribution systems allowing for the abandonment of the below-ground regulator station and improving reliability for the commercial customers in the area.

**3. JOB #:** R2425 (100054001512 - \$44,900) & (100068001498 - \$20,400)

**TOTAL COST:** \$65,300

**LOCATION:** South 42<sup>nd</sup> Street between Emile Street and Dewey Avenue

**PURPOSE:** Relocate gas main

**DESCRIPTION:** This work is required to eliminate conflicts with a shoring system being installed for the construction of a utility vault on UNMC's 42nd St. Streetscape project. This project is anticipated to start in June 2026 and will be constructed by a District crew. This work is reimbursable as the project is private in nature.

**4. JOB #:** R2413 (100054001492 - \$60,000) & (100068001478 - \$3,900)

**TOTAL COST:** \$63,900

**LOCATION:** US-75 and Caley Avenue

**PURPOSE:** Relocate gas main

**DESCRIPTION:** This work is required to eliminate conflicts with a proposed 24" culvert pipe being installed near US-75 and Caley Ave. on NDOT Project C.N. 22994. The gas main at this location was installed deep and is in direct conflict with the proposed culvert. This project is anticipated to start in June 2026 and will be constructed by a District crew. This work is not reimbursable as the mains are in public right-of-way.

Approved:

DocuSigned by:  
*Kendall Minor*  
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**Kendall Minor**  
SVP, Chief Operations Officer

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

**METROPOLITAN UTILITIES DISTRICT***Inter-Department Communication*June 3, 2026**May 6, 2026**

**Subject:** CAPITAL EXPENDITURES FROM \$25,000 TO \$50,000

**To:** Committee on Construction and Operations  
cc: all Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, and all Vice Presidents

**From:** Kendall Minor, SVP & Chief Operations Officer

These capital expenditures were released in April 2026

**BUILDINGS, PLANTS & EQUIPMENT**

**1. JOB #:** (100085000719 - \$30,000)

**TOTAL COST:** \$30,000

**LOCATION:** Turner Boulevard Pump Station

**PURPOSE:** Purchase two transformers

**DESCRIPTION:** This request is to purchase two transformers for the Turner Boulevard pump station. The transformer providing low voltage house power to the station failed and must be replaced. Due to a 20-week lead time, the second transformer will be retained as a spare in the event of future failures.

**2. JOB #:** WP2315 (100033000181 - \$25,000)

**TOTAL COST:** \$25,000

**LOCATION:** Platte South Water Production Facility

**PURPOSE:** Server Room HVAC Installation

**DESCRIPTION:** This request is to purchase and install a dedicated mini-split HVAC system to serve the Platte South server room. The current room is controlled by the main building HVAC system which does not adequately support the server room's year-round cooling requirements. This proposed system will provide independent, dedicated climate control for the server room, enhancing system reliability, protecting critical infrastructure, and reducing the risk of temperature-related equipment failures.

**3. JOB #:** (100090001869 - \$40,000)

**TOTAL COST:** \$40,000

**LOCATION:** Construction Department

**PURPOSE:** Purchase shoring equipment

**DESCRIPTION:** This request is to purchase shoring equipment from multiple vendors for the Construction Division. Additional shoring boxes, sheet piling, build-a-box components, and shoring jacks are requested to meet the needs of crews to complete work safely and to improve equipment availability throughout the division. Having additional shoring equipment will improve efficiency and reduce rental expenses. Purchase of these items will aid in achieving or exceeding current safety standards.

**SYSTEM IMPROVEMENTS**

**1. JOB #:** R2407 (100053001883 - \$33,000) & (100067001835 - \$3,800)

**TOTAL COST:** \$36,800

**LOCATION:** North 26<sup>th</sup> Street and Patrick Avenue

**PURPOSE:** Replace water mains

**DESCRIPTION:** This work is required to eliminate conflicts with proposed paving for North Omaha Trail, Phase 2 on City of Omaha's Project OPW 55089. This project is anticipated to begin April 2026 and will be constructed by a District crew.

**2. JOB #:** WP2304 (100059000421- \$36,676)

**TOTAL COST:** \$36,676

**LOCATION:** Southwest of South 192<sup>nd</sup> Street and Q Street

**PURPOSE:** Install water mains

**DESCRIPTION:** Work to be done will provide water service and fire protection to 1 multi-family residential lot and 5 outlots in the Align 192 Subdivision.

**3. JOB #:** WP2313 (100059000458- \$25,192)

**TOTAL COST:** \$25,192

**LOCATION:** West of George B. Lake Parkway

**PURPOSE:** Install water mains

**DESCRIPTION:** Work to be done will provide gas service to 1 newly platted civic (school) lot and 1 outlot in the MPS 210 & Q Campus Replat 1.

Approved:

DocuSigned by:

*Mark Doyle*

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Mark E. Doyle  
President

DocuSigned by:

*Kendall Minor*

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Kendall Minor  
SVP, Chief Operations Officer

**METROPOLITAN UTILITIES DISTRICT**

*Inter-Department Communication*

June 3, 2026

**May 20, 2026**

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

**To:** Construction and Operations Committee  
 cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor, and all Vice Presidents

**From:** Trevor Tonniges, Director, Plant Engineering

The following items will be on the June 3, 2026, 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:

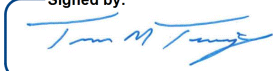
| Contract                                                                                                                                                                                | Contract Approval Date | Amounts         |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|--------------|
|                                                                                                                                                                                         |                        | *Unit Price Bid | Actual       |
| a. INSTALL WATER MAINS IN MAJESTIC 178 PHASE 2 LOTS 99-196 & OUTLOTS "D"- "H", SE OF N. 177 <sup>TH</sup> ST. & STATE ST.;<br>CEDAR CONSTRUCTION COMPANY INC.;<br>WP2138 (100055001480) | 10/2/2024              | \$464,748.00    | \$462,208.20 |

**Comments:** There was a net decrease of \$2,539.80 (-0.6%) for this project, due primarily to a decrease in the quantity of water main, augering and bends required to complete the work. This was mostly offset by a previously approved change order to account for material price increases due to a project delay at the request of the developer. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

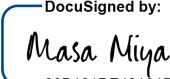
| Contract                                                                                                                                                                                                 | Contract Approval Date | Amounts         |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|--------------|
|                                                                                                                                                                                                          |                        | *Unit Price Bid | Actual       |
| <b>b.INSTALL WATER MAINS IN LEVI CARTER PARK ACTIVITY &amp; SPORTS COMPLEX., S. OF N. 4<sup>TH</sup> AVE. &amp; BROWNE ST.;</b><br>PAT THOMAS CONSTRUCTION INC.;;<br>WP2200 (100055001498, 100041000294) | 9/3/2025               | \$213,135.20    | \$185,390.58 |

**Comments:** There was a net decrease of \$27,744.62 (-13.0%) for this project, due primarily to a decrease in the quantity of bends, hydrants, service and soil embedment. A previously approved change order was for the contractor to reconnect a large water service at the request of the developer. There was also an additional charge for removal and replacement of unsuitable backfill materials as well as charges for a service tap. All work required by the contract has been completed by the Contractor and is acceptable and in compliance with the Contract and Specifications.

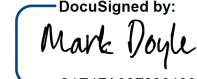
*\*Based upon Engineering's estimated unit quantities.*

Signed by:  
  
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**Trevor Tonniges**  
 Director, Plant Engineering

Approved:

DocuSigned by:  
  
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**Masa Niya**  
 Vice President  
 Engineering

DocuSigned by:  
  
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**Kendall Minor**  
 Senior Vice President  
 Chief Operations Officer

DocuSigned by:  
  
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**Mark Doyle**  
 President

June 3, 2026

METROPOLITAN UTILITIES DISTRICT

*Inter-Department Communication*

May 24, 2026

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

**To:** Construction & Operations Committee

cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor, and all Vice Presidents

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

The following items will be on the June 3, 2026 Committee Agenda for consideration and the June 3, 2026 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>                                                                                                                                                                                                                                                                                                      | <b>Bids Sent</b><br><u>/ Rec'd</u> | <u>Bidders</u>                                                                                                               | <u>Bid Amount</u>                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Install Water Mains in Fieldstone<br>Lots 1-108 & Outlots "A" - "L", E of S. 204th<br>St. and Shirley St.<br>100055001600 100057000587<br>100055001483 WP2261<br>Engineering Estimate: \$1,201,870.00<br>(A C&A in the amount of \$1,382,027.00.00 will be presented to the Board on June 3, 2026 for approval.) | 41/4                               | <b>Kersten Construction</b><br><i>Cedar Construction</i><br><i>Judds Bros Construction</i><br><i>Pat Thomas Construction</i> | <b>\$1,139,996.50</b><br>1,162,443.00<br>1,174,860.00<br>1,301,000.00 |

**RATIFICATION**

| <u>Item</u>                                                         | <b>Bids Sent</b><br><u>/ Rec'd</u> | <u>Bidders</u>                                                                                                   | <u>Bid Amount</u>                                         |
|---------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 7,200' of High Density 6" Polyethylene (HDPE)<br>Water Pipe (Coils) | 4/4                                | <b>Lincoln Winwater Works</b><br><i>Core &amp; Main</i><br><i>Industrial Pipe</i><br><i>American Underground</i> | <b>\$79,200.00</b><br>79,704.00<br>80,640.00<br>90,914.40 |

**INFORMATION TECHNOLOGY**

| <u>Item</u>                                                                                                                                                                                                               | <u>Bids Sent</u><br><u>/ Rec'd</u> | <u>Bidders</u>          | <u>Bid Amount</u>   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------|---------------------|
| Upgrade Existing Cell Repeater Systems (DAS) at Platte West, Platte South, and Florence Water Production Facilities (WPF)<br>100086000882<br>(C&A for 100086000882 approved March 4, 2026 in the amount of \$500,000.00.) | 3/1                                | <b>Pierson Wireless</b> | <b>\$500,500.00</b> |

**OTHER**

| <u>Item</u>                                                                                                                                                                                                                                             | <u>Bids Sent</u><br><u>/ Rec'd</u> | <u>Bidders</u>                                                              | <u>Bid Amount</u>                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------|
| Platte West Water Production Facility (WPT) Gravity Thickener Fall Arrest System<br>100035000106 WP2288<br>(A C&A in the amount of \$190,000.00 will be presented to the Board on June 3, 2026 for approval.)                                           | 5/2                                | <b>Judds Bros. Construction</b><br>KE Flex Contracting                      | <b>\$129,500.00</b><br>184,249.00               |
| LNG Fiber and Camera Upgrade<br>100020000019 GP3008<br>(C&A for 100020000019 approved April 28, 2025 in the amount of \$160,041.00.)<br>(A Supplemental C&A in the amount of \$876,626.00 will be presented to the Board on June 3, 2026 for approval.) | 7/2                                | <b>Interstates</b><br>Commonwealth Electric                                 | <b>\$667,026.00</b><br>881,837.00               |
| UPS Replacements at Various District Facilities<br>100089001266 WP2318<br>100090001891 GP3018<br>(A C&A in the amount of \$360,000.00 will be presented to the Board on June 3, 2026 for approval.)                                                     | 6/3                                | <b>Miller Electric</b><br>Electrical Service Group<br>Commonwealth Electric | <b>\$300,173.00</b><br>329,364.00<br>511,196.00 |

**ANNUALS**

| <u>Item</u>                                                                                                                                                                                                                                                          | <u>Bids Sent / Rec'd</u> | <u>Bidders</u>                                                                                                                                                    | <u>Bid Amount</u>                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Build America Buy America (BABA)<br>Compliant Residential Meter Set Kits (7" WC)<br>(1,000 Units)<br>(June 1, 2026 - May 31, 2027)                                                                                                                                   | 9/6                      | <b>Reliable Manufacturing</b><br><i>Control Equipment Sales</i><br><i>AY McDonald Mfg.</i><br><i>Core &amp; Main</i><br><i>ISCO Industries</i><br><i>Groebner</i> | <b>\$173,800.00</b><br>205,260.00<br>215,770.00<br>223,980.00<br>269,140.00<br>303,870.00 |
| Trash Removal and Recycling Services at<br>Various District Facilities<br>(July 1, 2026 to December 31, 2030)                                                                                                                                                        | 3/2                      | <b>Waste Connections</b><br><i>Gretna Sanitation</i>                                                                                                              | <b>\$345,450.00</b><br>526,497.83                                                         |
| Provide Complete Barricading Services<br>for the Metropolitan Utilities District and the<br>City of Omaha at Various Construction Sites<br>(November 1, 2026 - October 31, 2029)<br>* M.U.D. Portion of Contract Estimated at \$1,488,833.33 (\$496,277.78 per year) | 4/2                      | <b>Todco</b><br><i>Q3 Contracting Inc</i>                                                                                                                         | <b>\$4,466,500.00 *</b><br>4,914,886.00                                                   |

DocuSigned by:

*Sherrri A. Lightfoot*  
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Sherrri A. Lightfoot  
Director, Procurement  
(402) 504-7253

Approved:

DocuSigned by:

*Jon Zellars*  
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Jon Zellars  
Vice President, Procurement and Enterprise Services

Signed by:

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

DocuSigned by:

*Mark Doyle*  
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Mark E. Doyle  
President

METROPOLITAN UTILITIES DISTRICT  
Inter-Department Communication

June 3, 2026

May 24, 2026

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

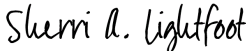
**To:** Construction & Operations Committee  
cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor, and all Vice Presidents


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


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

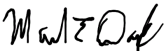
| <u>Item</u>                       | <u>Bids Sent / Rec'd</u> | <u>Bidder</u> | <u>Amount Bid</u>  |
|-----------------------------------|--------------------------|---------------|--------------------|
| Storage Cabinets for Construction | 5/5                      | <b>Minor</b>  | <b>\$31,850.00</b> |
| Center II (CC2) Transportation    |                          | MSC           | 32,364.26          |
| 100090001837                      |                          | White Cap     | 32,905.00          |
|                                   |                          | Grainger      | 36,030.15          |
|                                   |                          | Napa          | 37,020.36          |

(C&A for Annual Construction Machines, Equipment, Vehicles and Upfitting approved January 7, 2026 in the amount of \$21,769,000.00).

DocuSigned by:  
  
FE517A20F86A486  
Sherri A. Lightfoot  
Director, Procurement  
(402)504-7253

Approved:  
DocuSigned by:  
  
Jon Zellars  
Vice President, Procurement and Enterprise Services

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

DocuSigned by:  
  
Mark E. Doyle  
President

**METROPOLITAN UTILITIES DISTRICT**

*Inter-Department Communication*

June 3, 2026

**May 19, 2026**

**Subject: MAIN EXTENSIONS**

**To:** Services and Extensions Committee  
cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor, and all Vice Presidents

**From:** Masa Niiya, Vice President, Engineering

The following main extensions will be on the June 3, 2026, Committee Agenda for consideration and the Board Agenda for approval:

**1. JOB #:** WP2231 REVISION (100059000299 - \$63,884) & (100067001875 - \$1,000)

**PROJECT COST:** \$64,884

**DISTRICT COST:** \$0

**LOCATION:** Southeast of South 30<sup>th</sup> Street and "T" Street

**DISTRICT SUBDIVISION:** Howard

**PURPOSE:** Install water mains for Southside Terrace Subdivision Phase 3A

**DESCRIPTION:** This work was originally approved in January 2026 for \$33,223. Since then, it has been determined that the 6" water main in "T" Street from 28<sup>th</sup> to 30<sup>th</sup> Street would be in conflict with the designed grade cuts and will need to be abandoned. An additional 830'+/- of 8" DI water mains will be needed to serve Southside Terrace Subdivision Phase 3A lots 1-3.

**2. JOB #:** WP2261 (100055001600 - \$1,284,442), (100055001483 - \$37,258) & (100057000587 - \$60,327)

**PROJECT COST:** \$1,382,027

**DISTRICT COST:** \$0

**LOCATION:** East of South 204<sup>th</sup> Street and Shirley Street

**DISTRICT SUBDIVISION:** Cavanaugh

**PURPOSE:** Install water mains for Fieldstone Subdivision

**DESCRIPTION:** Work to be done will provide water service and fire protection to 103 single-family residential lots, 9 mixed use lots, and 8 outlots in the Fieldstone Subdivision.

DocuSigned by:

*Masa Niiya*

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Masa Niiya

Vice President, Engineering

Approved:

DocuSigned by:

*Kendall Minor*

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Kendall Minor

Sr. Vice President, Chief Operations Officer

DocuSigned by:

*Mark Doyle*

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Mark E. Doyle

President

**METROPOLITAN UTILITIES DISTRICT***Inter-Department Communication*June 3, 2026

May 26, 2026

**Subject: WAGE AND/OR SALARY INCREASES AND RATIFICATIONS, JUNE 2026 BOARD MEETING****To:** Personnel Committee**cc:** All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor and all Vice Presidents**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:** **Viridiana Armendariz**  
**Current position (department):** Customer Service Clerk II (Customer Services)  
**New position (department):** Customer Account Clerk IV (Rates and Customer Billing)  
**Current rate; step/grade:** \$36.50; Step 4  
**Proposed rate; step/grade:** \$38.22; Step 4  
**Percent of increase:** 4.71%  
**District hire date:** May 10, 2021

**Employee:** **Patricia Baker**  
**Current position (department):** Computer Aided Drafting Technician II (Engineering Design)  
**New position (department):** Sr. Computer Aided Drafting Technician (Engineering Design)  
**Current rate; step/grade:** \$38.94; Step 3  
**Proposed rate; step/grade:** \$42.41; Step 2  
**Percent of increase:** 8.91%  
**District hire date:** February 22, 2022

**Employee:** **Avery Cashton**  
**Current position (department):** Water Maintenance Trainee (Water Distribution)  
**New position (department):** Customer Service Technician Trainee (Field Service Operations)  
**Current rate; step/grade:** \$30.86; Step 2  
**Proposed rate; step/grade:** \$33.71; Step 4  
**Percent of increase:** 9.24%  
**District hire date:** January 6, 2025

Wage and/or Salary Increases and Ratifications

June 2026

Page 2

**Employee:** **Andrew Faulkner**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Machine Operator I (Construction)  
**Current rate; step/grade:** \$30.71; Step 2  
**Proposed rate; step/grade:** \$34.63; EN  
**Percent of increase:** 12.76%  
**District hire date:** February 10, 2025

**Employee:** **Tyler Groves**  
**Current position (department):** Water Plant Operator (Water Pumping – Florence)  
**New position (department):** Water Plant Engineer (Platte South Water Plant)  
**Current rate; step/grade:** \$38.89; Step 1  
**Proposed rate; step/grade:** \$42.78; Step 1  
**Percent of increase:** 10.00%  
**District hire date:** June 24, 2024

**Employee:** **Travis Maddux**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Machine Operator I (Construction)  
**Current rate; step/grade:** \$32.41; Step 3  
**Proposed rate; step/grade:** \$34.63; EN  
**Percent of increase:** 6.85%  
**District hire date:** June 24, 2024

**Employee:** **Gabriel Marin**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Maintenance Mechanic Helper (Central Maintenance)  
**Current rate; step/grade:** \$29.00; Step 1  
**Proposed rate; step/grade:** \$30.76; Step 1  
**Percent of increase:** 6.07%  
**District hire date:** April 7, 2025

**Employee:** **Jason Martindale**  
**Current position (department):** Auto Service Person (Transportation)  
**New position (department):** Customer Service Technician Trainee (Field Service Operations)  
**Current rate; step/grade:** \$30.10; Step 3  
**Proposed rate; step/grade:** \$32.02; Step 3  
**Percent of increase:** 6.38%  
**District hire date:** June 24, 2024

Wage and/or Salary Increases and Ratifications

June 2026

Page 3

**Employee:** **Jeremy McGee**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Water Maintenance Trainee (Water Distribution)  
**Current rate; step/grade:** \$30.71; Step 2  
**Proposed rate; step/grade:** \$32.58; Step 3  
**Percent of increase:** 6.09%  
**District hire date:** April 7, 2025

**Employee:** **Prestin Palmer**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Machine Operator I (Construction)  
**Current rate; step/grade:** \$30.71; Step 2  
**Proposed rate; step/grade:** \$34.63; EN  
**Percent of increase:** 12.76%  
**District hire date:** February 10, 2025

**Employee:** **Joseph Penning**  
**Current position (department):** Pipe Layer Trainee (Construction)  
**New position (department):** Customer Service Technician Trainee (Field Service Operations)  
**Current rate; step/grade:** \$32.41; Step 3  
**Proposed rate; step/grade:** \$33.71; Step 4  
**Percent of increase:** 4.01%  
**District hire date:** June 24, 2024

**Employee:** **Kevin Volkmann**  
**Current position (department):** Pipe Layer – Welder (Construction)  
**New position (department):** Engineering Technician – Corrosion (Infrastructure Integrity)  
**Current rate; step/grade:** \$36.80; Step 1  
**Proposed rate; step/grade:** \$38.82; EN  
**Percent of increase:** 5.49%  
**District hire date:** December 11, 2023

**Employee:** **Connor Weis**  
**Current position (department):** Auto Service Person (Transportation)  
**New position (department):** Utility Locator (Safety and Security)  
**Current rate; step/grade:** \$28.51; Step 2  
**Proposed rate; step/grade:** \$36.66; EN  
**Percent of increase:** 28.59%  
**District hire date:** January 6, 2025

Wage and/or Salary Increases and Ratifications

June 2026

Page 4

**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:** Dean Bedell  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** June 26, 2023

**Employee:** Travis Bryant  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** January 23, 2023

**Employee:** Steven Fleenor  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** November 15, 2021

Wage and/or Salary Increases and Ratifications

June 2026

Page 5

**Employee:** **Scott Rytter**  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** June 26, 2023

**Employee:** **Phillip Stevens**  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** May 31, 2022

**Employee:** **Timothy Weimer**  
**Current position (department):** Customer Service Technician Trainee (Field Service Operations)  
**New position (department):** Customer Service Technician (Field Service Operations)  
**Current rate; step/grade:** \$33.71; Step 4  
**Proposed rate; step/grade:** \$39.08; EN  
**Percent of increase:** 15.93%  
**District hire date:** April 24, 2023

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

The following employees are selected for promotion into SPA positions. It is recommended the President be authorized to increase the salary of these employees. These SPA jobs 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:** **Erica Colbert**  
**Current position (department):** Safety Specialist (Safety and Security)  
**New position (department):** Manager, Safety (Safety and Security)  
**Current rate; step/grade:** \$110,232; SPA – 03  
**Proposed rate; step/grade:** \$116,605; SPA – 06S  
**Percent of increase:** 5.78%  
**District hire date:** May 23, 2022

Wage and/or Salary Increases and Ratifications

June 2026

Page 6

**Employee:** **Chad Koehler**  
**Current position (department):** Foreman, Construction (Construction)  
**New position (department):** Manager, Construction Operations (Construction)  
**Current rate; step/grade:** \$141,070; SPA – 05S  
**Proposed rate; step/grade:** \$148,124; SPA – 07S  
**Percent of increase:** 5.00%  
**District hire date:** January 2, 2002

**Employee:** **Jake Placzek**  
**Current position (department):** Crew Leader – Meter Shop (Meter Services)  
**New position (department):** Supervisor, Meter Reading (Meter Services)  
**Current rate; step/grade:** \$50.48; Step 4  
**Proposed rate; step/grade:** \$110,248; SPA – 04S  
**Percent of increase:** 5.00%  
**District hire date:** December 17, 2018

**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.

**Employee:** **Joseph Amato**  
**Current position (department):** Sr. Engineering Technician - Operations  
**Current rate; step/grade:** \$95,000; SPA – 03  
**District hire date:** May 18, 2026

**Employee:** **Isaac Beacom**  
**Current position (department):** Engineer I  
**Current rate; step/grade:** \$83,000; SPA – 02  
**District hire date:** June 1, 2026

**Employee:** **Cassie Crowe**  
**Current position (department):** Director, Communications  
**Current rate; step/grade:** \$145,000; SPA – 07S  
**District hire date:** May 11, 2026

**Employee:** **Michael Drake**  
**Current position (department):** Director, Construction  
**Current rate; step/grade:** \$177,939; SPA – 09S  
**District hire date:** May 11, 2026

Wage and/or Salary Increases and Ratifications  
June 2026  
Page 7

**Employee:** Levi Kicken  
**Current position (department):** Engineer I  
**Current rate; step/grade:** \$83,000; SPA – 02  
**District hire date:** May 18, 2026

**Employee:** Jeremy Pieters  
**Current position (department):** Engineer I  
**Current rate; step/grade:** \$81,639; SPA – 02  
**District hire date:** June 1, 2026

DocuSigned by:

*Bonnie Savine*

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Bonnie Savine  
Vice President, Human Resources

**APPROVED:**

DocuSigned by:

*Mark Mendenhall*

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Mark A. Mendenhall  
Senior Vice President, General Counsel

DocuSigned by:

*Mark Doyle*

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Mark E. Doyle  
President

**METROPOLITAN UTILITIES DISTRICT***Inter-Department Communication*June 3, 2026

May 19, 2026

**Subject: Advance Leaders Development Program Recognition****To:** Personnel Committee**cc:** All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Mendenhall, Minor, and all Vice Presidents**From:** Bonnie Savine, Vice President, Human Resources

Human Resources would like to recognize the following individuals who completed an Advanced Leader development program offering through the District's Leadership Development Program. The Advance Leader offerings use a nomination-based selection process, and the target audience is current and high-potential leaders at the District. Their commitment to their program was significant, and their completion is genuinely an accomplishment. In addition to personal recognition, Human Resources requests that this letter of recognition be placed on file, further recognizing their achievement and dedication to leading at the District.

Trevor Tonniges, Director, Plant Engineering, was selected to represent M.U.D. in the Leadership Nebraska program. The goal of Leadership Nebraska is to discover, educate, connect, motivate, and involve both current and up-and-coming leaders in Nebraska, all for the betterment of our great state. The program was designed to emphasize leadership development, enhance participants' leadership attributes, and deepen their understanding of Nebraska's challenges and prospects.

Anna Bennett, Director, IT Governance and Process Improvement, participated in ICAN Defining Leadership for Women. This program builds communication skills and leadership agility. After eight immersive, interactive sessions, graduates leave with greater self-awareness, heightened emotional intelligence, and more effective techniques for living, working, and leading with authenticity.

Adam Gartner, Sr. Plant Engineer- Supervisory, participated in ICAN Defining Leadership for Men. Defining Leadership takes participants on a journey of deeper self-knowledge and translating that into whole-life leadership results. Using that newly discovered knowledge and confidence, participants will build a strong foundation to better understand others and be the best leaders they can be.

Kris Thompson, Director Platte South & Bintou Taal, Manager SCADA Systems, were selected for the Leadership Sarpy Program. This program's vision is for leaders to become engaged in Sarpy County through interactive sessions that provide exposure to the county's key challenges and opportunities. Diverse topics give insight into our economic development, quality of life, local and state government, and community awareness. Each session encourages and inspires participants to reflect upon and develop their leadership potential in Sarpy County.

DocuSigned by:

*Bonnie Savine*

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Bonnie Savine

Vice President, Human Resources

**APPROVED:**

DocuSigned by:

*Mark Mendenhall*

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Mark A. Mendenhall

Senior Vice President, General Counsel

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*Mark Doyle*

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Mark E. Doyle

President

**METROPOLITAN UTILITIES DISTRICT**

*Inter-Departmental Communication*

June 3, 2026

May 29, 2026

**Subject:** INSURANCE RENEWALS – PROPERTY, BOILER, CAVERNS, DATA PROCESSING EQUIPMENT, TERRORISM, CONSTRUCTION/ CONTRACTOR’S EQUIPMENT, CYBER AND AUTO/FLEET

**To:** Insurance and Pension Committee  
 cc: All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas Mendenhall, Minor, and all Vice Presidents

**From:** Robert Kreiser, Vice President, Accounting

The following insurance policies expire June 15, 2026, and require action:

|                              |                                    |
|------------------------------|------------------------------------|
| Property                     | Terrorism                          |
| Equipment Breakdown          | Construction/Contractors Equipment |
| Data Processing Equipment    | Cyber                              |
| LNG/Propane Caverns/Contents | Accidental Death                   |

Following is a brief description of the various insurance policies to be renewed and the corresponding policy-specific points of interest:

**Property/LNG Propane Caverns/Equipment Breakdown/Data Processing**

First-party insurance that addresses all risks of physical loss or damage, including but not limited to property damage, extra expense and machinery breakdown, earth movement, windstorm, storm surge, flooding and other coverages as described in the policy.

The lowest deductible offered for the proposed policy was \$500k, which is unchanged compared to the expiring policy’s deductible.

During the renewal process, our broker, Gallagher, secured a rate reduction from Starr Tech, however AEGIS was not willing to match that reduction. AEGIS agreed to continue participating in a smaller share of the total coverage, decreasing from 50% to 35%.

Gallagher proposed an alternative structure using its Adapt insurance product, which extends the most competitive bidders (Starr Tech) pricing and coverage. The Adapt insurance product is underwritten by four separate highly rated carriers.

This resulted in approximately \$45,000 in premium savings.

|                                             | <u>Expiring Policy</u> | <u>Proposed Policy</u> |
|---------------------------------------------|------------------------|------------------------|
| <b>Property – without LNG &amp; Caverns</b> |                        |                        |
| Insurance Carrier                           | AEGIS/Starr Tech       | Starr Tech/AEGIS/Adapt |
| Total Insurable Values                      | \$1.256 billion        | \$1.367 billion        |
| Average Rate per \$100 of Insured Value     | N/A-combined rate      | N/A – combined rate    |
| Premium                                     | N/A-combined           | N/A – combined premium |

**Property – LNG & Caverns**

|                                         |                   |                        |
|-----------------------------------------|-------------------|------------------------|
| Insurance Carrier                       | AEGIS/Starr Tech  | Starr Tech/AEGIS/Adapt |
| Total Insurable Values                  | \$151.7 million   | \$164.6 million        |
| Average Rate per \$100 of Insured Value | N/A-combined rate | N/A – combined rate    |
| Premium                                 | N/A-combined      | N/A – combined premium |

**Equipment Breakdown**

|                                         |                   |                        |
|-----------------------------------------|-------------------|------------------------|
| Insurance Carrier                       | AEGIS/Starr Tech  | Starr Tech/AEGIS/Adapt |
| Total Insurable Values                  | Included above    | Included above         |
| Average Rate per \$100 of Insured Value | N/A-combined rate | N/A – combined rate    |
| Premium                                 | N/A-combined      | N/A – combined premium |

**Data Processing Equipment**

|                                         |                   |                        |
|-----------------------------------------|-------------------|------------------------|
| Insurance Carrier                       | AEGIS/Starr Tech  | Starr Tech/AEGIS/Adapt |
| Total Insurable Values                  | \$6.5 million     | \$6.5 million          |
| Average Rate per \$100 of Insured Value | N/A-combined rate | N/A – combined rate    |
| Premium                                 | N/A-combined      | N/A – combined premium |

**Total Property/Equipment Breakdown/Data Processing**

|                                         |                 |                 |
|-----------------------------------------|-----------------|-----------------|
| Total Insurable Values                  | \$1.414 billion | \$1.538 billion |
| Average Rate per \$100 of Insured Value | \$0.1073        | \$0.0878        |
| Premium                                 | \$1,517,945     | \$1,356,758     |

**Terrorism**

Coverage directed at physical loss or damage due to a terroristic act. Expiring Policy covered only events certified by U.S. Federal Government, which are extremely rare. Proposed Policy also includes non-certified events.

|                   | <u>Expiring Policy</u> | <u>Proposed Policy</u> |
|-------------------|------------------------|------------------------|
| Insurance Carrier | Lloyd’s of London      | Lloyd’s of London      |
| Policy Limit      | \$150 million          | \$150 million          |
| Premium           | \$40,000               | \$41,115               |
| Deductible        | \$10,000               | \$10,000               |

**Construction/Contractor’s Equipment**

Coverage directed at loss or damage to covered property defined as owned and rented construction equipment, tools and heavy equipment when the loss is caused by covered perils.

|                                         | <u>Expiring Policy</u> | <u>Proposed Policy</u> |
|-----------------------------------------|------------------------|------------------------|
| Insurance Carrier                       | Continental Casualty   | Continental Casualty   |
| Total Insurable Values                  | \$38.0 million         | \$42.2 million         |
| Average Rate per \$100 of Insured Value | \$0.0999               | \$0.1098               |
| Premium                                 | \$37,980               | \$44,016               |

**Cyber**

Coverage directed at third-party liability for losses arising from a cyber event as well as first-party coverage for event management and cyber extortion. Loss limits for cyber coverage are confidential. The risk will be shared by two carriers, Lloyd’s of London (45%) and Obsidian Specialty Insurance Company (55%).

| Insurance Carrier | <u>Expiring Policy</u>        | <u>Proposed Policy</u>       |
|-------------------|-------------------------------|------------------------------|
| Premium           | Lloyd’s of London<br>\$61,333 | Obsidian/Lloyd’s<br>\$51,913 |

**Auto/Fleet**

The District’s auto/fleet insurance policy expired on June 15, 2023. Consistent with the prior year, Gallagher’s search did not identify any insurance carriers interested in providing a competitive quote. Considering the District’s low claim history, distribution of vehicles across several locations, and measures taken to mitigate risk of a significant loss, management will continue to self-insure through at least June 15, 2027. Management will re-evaluate insurance coverage for the vehicles next year during the renewal process for other insurance policies, which also expire at that time.

|                                           | <u>Expiring Policy</u> | <u>Proposed Policy</u> |
|-------------------------------------------|------------------------|------------------------|
| <b>Subtotal – Premiums</b>                | \$1,657,258            | \$1,493,801            |
| <b>Inspection Fees</b>                    | \$7,490                | \$7,840                |
| <b>Accidental Death and Dismemberment</b> | \$665                  | \$500                  |
| <b>Insurance Brokerage Fee/Commission</b> | <u>\$50,000</u>        | <u>\$50,000</u>        |
| <b>Total Premiums and Fees</b>            | \$1,715,413            | \$1,552,141            |

An Executive Summary prepared by Gallagher has been attached as well as an additional schedule comparing the expiring policies to the proposed policies. Our insurance broker markets the various lines of coverage to additional insurance carriers to ensure that we are provided the best value. The marketing efforts employed by Gallagher are addressed in the attached Executive Summary.

In addition, a representative from Gallagher, Drew Johnson, will be present virtually at the June 3, 2026 Board Committee meeting to address any questions you may have.

Management recommends the Board approve the insurance proposals noted above for the period June 15, 2026, through June 15, 2027. As noted above, the insurance proposals result in combined annual premiums and fees of \$1,552,141 which represents a decrease of \$163,272 or 9.5%, as compared to the prior combined premiums and fees of \$1,715,413 in 2025. The decrease was primarily driven by favorable recent claim history and increased competition in the market.

It should be noted that the District anticipated a small increase in premiums when the 2026 budget was prepared. The 2026 budget is sufficient to fund the projected premiums and fees stated above.

Signed by:

*Robert Kreiser*

E37EE145E4064C6...

Robert Kreiser

Vice President, Accounting

Approved:

Signed by:

*Steve Dickas*

9BC05C77CE0E4F0

Steve D. Dickas

Senior Vice President, Chief Financial Officer

DocuSigned by:

*Mark Doyle*

C1E4FA06F830426

Mark E. Doyle

President

Attachments

MUD 2026 to 2025 Comparison

| 2025 Renewal                     |                         |                         |                     |                  | 2026 Renewal                     |                         |                         |                     |                  | Difference            |                     |                     |               |                  |               |  |
|----------------------------------|-------------------------|-------------------------|---------------------|------------------|----------------------------------|-------------------------|-------------------------|---------------------|------------------|-----------------------|---------------------|---------------------|---------------|------------------|---------------|--|
| Program                          | Insurer                 | Value                   | Net Premium         | Net Average Rate | Program                          | Insurer                 | Value                   | Net Premium         | Net Average Rate | Value                 | %                   | Net Premium         | %             | Net Average Rate | %             |  |
| Property-No LNG                  | AEGIS/                  | \$ 1,256,291,235        |                     | 0.1073           | Property-No LNG                  | AEGIS/                  | \$ 1,367,243,440        |                     | 0.0882           | \$ 110,952,205        | 8.8%                |                     |               |                  |               |  |
| Property-LNG & Caverns           | Starr Tech              | \$ 151,656,123          |                     |                  | Property-LNG & Caverns           | Starr Tech/             | \$ 164,644,566          |                     |                  | \$ 12,988,443         | 8.6%                |                     |               |                  |               |  |
| Property-New Corp. Office        |                         | Included                |                     |                  | Property-New Corp. Office        | Adapt                   | Included                |                     |                  | Included              |                     |                     |               |                  |               |  |
| Equipment Breakdown              |                         | Included                |                     |                  | Equipment Breakdown              |                         | Included                |                     |                  | Included              |                     |                     |               |                  |               |  |
| EDP                              |                         | \$ 6,464,842            |                     |                  | EDP                              |                         | \$ 6,539,562            |                     |                  | \$ 74,720             | 1.2%                |                     |               |                  |               |  |
| <b>Total</b>                     |                         | <b>\$ 1,414,412,200</b> | <b>\$ 1,517,945</b> |                  | <b>Total</b>                     |                         | <b>\$ 1,538,427,568</b> | <b>\$ 1,356,758</b> |                  | <b>\$ 124,015,368</b> | <b>8.8%</b>         | <b>\$ (161,188)</b> | <b>-10.6%</b> | <b>-0.0191</b>   | <b>-17.8%</b> |  |
| Terrorism                        | Lloyds                  | \$ 150,000,000          | \$ 40,000           | 0.0999           |                                  | Lloyds                  | \$ 150,000,000          | \$ 41,115           |                  | \$ -                  | 0.0%                | \$ 1,115            | 2.8%          |                  |               |  |
| Contractors Equipment            | CNA                     | \$ 38,003,961           | \$ 37,980           |                  | Contractors Equipment            | CNA                     | \$ 42,229,533           | \$ 44,016           | 0.1042           | \$ 4,225,572          | 11.1%               | \$ 6,036            | 15.9%         | 0.0043           | 4.3%          |  |
| Cyber Liability <sup>1</sup>     | Lloyds                  |                         | \$ 61,333           |                  | Cyber Liability <sup>1</sup>     | Lloyds/Obsidian         |                         | \$ 51,913           |                  |                       |                     | \$ (9,420)          | -15.4%        |                  |               |  |
| <b>Total Net Premium</b>         |                         |                         | <b>\$ 1,657,258</b> |                  | <b>Total Net Premium</b>         |                         |                         | <b>\$ 1,493,801</b> |                  |                       |                     | <b>\$ (164,572)</b> | <b>-9.9%</b>  |                  |               |  |
| Jurisdictional                   | ARISE                   |                         | \$ 7,490            |                  | Jurisdictional                   | ARISE                   |                         | \$ 7,840            |                  |                       |                     | \$ 350              |               |                  |               |  |
|                                  |                         |                         | \$ 7,490            |                  |                                  |                         |                         | \$ 7,840            |                  |                       |                     | \$ 350              |               |                  |               |  |
| Accidental Death                 | Reliance Life Insurance |                         | \$ 665              |                  |                                  | Reliance Life Insurance |                         | \$ 500              |                  |                       |                     | \$ (165)            |               |                  |               |  |
|                                  |                         |                         | \$ 665              |                  |                                  |                         |                         | \$ 500              |                  |                       |                     | \$ (165)            |               |                  |               |  |
| Broker Compensation <sup>2</sup> | Fee                     |                         | \$ 50,000           |                  | Broker Compensation <sup>2</sup> | Fee                     |                         | \$ 50,000           |                  |                       |                     | \$ -                |               |                  |               |  |
| <b>Total Costs, excl. Auto</b>   |                         |                         | <b>\$ 1,715,413</b> |                  |                                  |                         |                         | <b>\$ 1,552,141</b> |                  |                       |                     | <b>\$ (163,272)</b> | <b>-9.5%</b>  |                  |               |  |
| Auto-Comp/Spec Only <sup>3</sup> | None                    |                         | \$ -                | None             |                                  |                         | \$ -                    |                     |                  |                       | \$ -                |                     |               |                  |               |  |
| <b>Total Costs, incl. Auto</b>   |                         |                         | <b>\$ 1,715,413</b> |                  |                                  |                         | <b>\$ 1,552,141</b>     |                     |                  |                       | <b>\$ (163,272)</b> |                     |               |                  |               |  |

-9.52%

Note 1: Coverage limits are confidential.

Note 2: An annualized amount based on the current agreement with Gallagher.

Note 3: No auto coverage was obtained.



## Proposal of Insurance

# Metropolitan Utilities District

7350 World Communications Drive  
Omaha, NE 68122

Effective Date: June 15, 2026

Arthur J Gallagher Risk Management Services, LLC  
A/J License Nos. IL 100292093 / CA 0D69293



**Gallagher**

Insurance | Risk Management | Consulting

## Table of Contents

|                                                                                             |                                     |
|---------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Your Gallagher Team</b> .....                                                            | <b>3</b>                            |
| <b>Program Structure</b> .....                                                              | <b>4</b>                            |
| <b>Named Insured</b> .....                                                                  | <b>4</b>                            |
| <b>Market Review</b> .....                                                                  | <b>5</b>                            |
| <b>Full Program Details</b> .....                                                           | <b>6</b>                            |
| Cyber Liability - Lloyd's Syndicate 510 (Tokio Marine Kiln Syndicates Limited), (More)..... | 10                                  |
| Cyber Liability - Houston Casualty Company .....                                            | <b>Error! Bookmark not defined.</b> |
| Equipment Floater- Inland Marine - Continental Casualty Company .....                       | <b>Error! Bookmark not defined.</b> |
| Property – AEGIS Electric & Gas Insurance Services .....                                    | <b>Error! Bookmark not defined.</b> |
| Company .....                                                                               | <b>Error! Bookmark not defined.</b> |
| Sabotage and Terrorism Liability - Underwriters at Lloyd's London.....                      | 16                                  |
| <b>Premium Summary</b> .....                                                                | <b>16</b>                           |
| <b>Premium Financing</b> .....                                                              | Error! Bookmark not defined.        |
| Payment Plans .....                                                                         | <b>Error! Bookmark not defined.</b> |
| <b>Coinsurance Illustration</b> .....                                                       | Error! Bookmark not defined.        |
| <b>Proposal Disclosures</b> .....                                                           | Error! Bookmark not defined.        |
| Proposal Disclosures.....                                                                   | 18                                  |
| <b>Client Signature Requirements</b> .....                                                  | Error! Bookmark not defined.        |
| Coverages for Consideration.....                                                            | <b>Error! Bookmark not defined.</b> |
| Client Authorization to Bind Coverage.....                                                  | 21                                  |
| <b>Appendix</b> .....                                                                       | Error! Bookmark not defined.        |
| Compensation Disclosure Schedule.....                                                       | <b>Error! Bookmark not defined.</b> |
| Claims Reporting By Policy .....                                                            | 23                                  |
| Gallagher STEP Flyer.....                                                                   | 25                                  |
| Cyber Liability eRiskHub Features .....                                                     | 27                                  |
| Gallagher Bassett Services Flyer .....                                                      | 28                                  |
| Gallagher Benefit Services Flyer .....                                                      | 29                                  |
| Business Continuity Flyer.....                                                              | 30                                  |
| Gallagher Insight Flyer .....                                                               | 32                                  |
| Gallagher Verify Flyer.....                                                                 | 33                                  |
| OSHA Flyer .....                                                                            | 35                                  |

## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| <i>Service Team</i>                                       | <i>Email</i>           | <i>Phone</i>   |
|-----------------------------------------------------------|------------------------|----------------|
| <b>Drew Johnson</b><br><i>Producer</i>                    | Drew_Johnson@ajg.com   | (402) 829-1116 |
| <b>Natalie Holman</b><br><i>Client Service Manager II</i> | Natalie_Holman@ajg.com | (402) 763-1487 |
| <b>Jesse Barrow</b><br><i>Client Service Supervisor</i>   | Jesse_Barrow@ajg.com   | (405) 639-3870 |

## Named Insured

| <i>Named Insured</i>            | <i>Cyber Liability</i> | <i>Equipment Floater-Inland Marine</i> | <i>Property</i> | <i>Accidental Death &amp; Dismemberment</i> | <i>Sabotage and Terrorism Liability</i> |
|---------------------------------|------------------------|----------------------------------------|-----------------|---------------------------------------------|-----------------------------------------|
| Metropolitan Utilities District | X                      | X                                      | X               | X                                           | X                                       |

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| <i>Line Of Coverage</i>          | <i>Insurance Company ** (AM Best Rate/Financial Strength)</i> | <i>Market Response *</i> | <i>Admitted ***</i> |
|----------------------------------|---------------------------------------------------------------|--------------------------|---------------------|
| Property                         | AEGIS Electric & Gas Ins Services (A XV)                      | Recommended Quote        | Admitted            |
|                                  | Starr Surplus Lines Insurance Company (A XV)                  | Recommended Quote        | Non-Admitted        |
|                                  | Adapt Insurance                                               | Recommended Quote        | Non-Admitted        |
| Sabotage and Terrorism Liability | Underwriters at Lloyd's London (A XV)                         | Recommended Quote        | Non-Admitted        |
| Equipment Floater- Inland Marine | Continental Casualty Company (A+ XV)                          | Recommended Quote        | Admitted            |
| Cyber Liability                  | Underwriters at Lloyd's London (A XV)                         | Recommended Quote        | Non-Admitted        |
| Accidental Death & Dismemberment | Reliance Standard Life Insurance Company (A++ XV)             | Recommended Quote        | Admitted            |

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Full Program Details

### Property – AEGIS Electric & Gas Insurance Services

| Carrier Information | Proposed                          |
|---------------------|-----------------------------------|
| Policy Term         | 6/15/2026 - 6/15/2027             |
| Carrier             | AEGIS Electric & Gas Ins Services |
| Payment Plan        | Annual Payment                    |
| Payment Method      | Agency Bill                       |

| Standard Coverages            | Proposed                                                        |
|-------------------------------|-----------------------------------------------------------------|
| Limits of Liability - Primary | \$105,000,000 (35%) Part of \$300,000,000 Excess of Deductibles |

| Additional Coverages                                   | Proposed                                                                                                                                                                                                                                           |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accounts Receivable                                    | \$10,000,000 Per Occurrence                                                                                                                                                                                                                        |
| Decontamination Costs                                  | \$5,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Deliberate Damage by Order of Civil/Military Authority | \$15,000,000 Per Occurrence                                                                                                                                                                                                                        |
| Electronic Media and Records                           | \$10,000,000 Per Occurrence                                                                                                                                                                                                                        |
| Errors Or Omissions                                    | \$10,000,000 Per Occurrence                                                                                                                                                                                                                        |
| Rental Insurance                                       | \$5,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Overhead Expenses                                      | \$2,500,000 Per Occurrence                                                                                                                                                                                                                         |
| Mobile Equipment                                       | \$2,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Loss Payment Increased Tax Liability                   | \$5,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Leasehold Interest                                     | \$5,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Law And Ordinance                                      | \$15,000,000 Per Occurrence                                                                                                                                                                                                                        |
| Valuable Papers and Records and Fine Arts              | \$5,000,000 Per Occurrence                                                                                                                                                                                                                         |
| Temporary Removal of Property                          | \$20,000,000 Per Occurrence                                                                                                                                                                                                                        |
| <b>Sublimit</b>                                        |                                                                                                                                                                                                                                                    |
| Earth Movement                                         | \$25,000,000 Per Occurrence and in the Annual Aggregate Except \$5 Million in the Annual Aggregate as Respects Miscellaneous Property and Automatic Coverage                                                                                       |
| Flood                                                  | \$25,000,000 Per Occurrence and in the Annual Aggregate Except \$5 Million in the Annual Aggregate as Respects Miscellaneous Property and Automatic Coverage; Excludes Storm Surge                                                                 |
| Automatic Coverage (120 Days)                          | \$10,000,000 Per Occurrence Contract Price not to Exceed Sublimit; Includes a \$5 Million Aggregate for Flood and Earth Movement Which is Part of Not in Addition to, The Overall Aggregates for Flood and Earth Movement; Excludes New Generation |
| Civil or Military Authority                            | 30 Days Per Occurrence Five (5) Statute-Mile Limitation                                                                                                                                                                                            |
| Claims Preparation Fees                                | \$2,000,000 Per Occurrence Excludes Public Adjuster and Attorney Fees                                                                                                                                                                              |
| Debris Removal                                         | \$10,000,000 Per Occurrence or 25% of the Adjusted Loss Recoverable Under This Policy, Whichever is Lesser                                                                                                                                         |
| Expediting Expense                                     | \$10,000,000 Per Occurrence                                                                                                                                                                                                                        |

# Metropolitan Utilities District



| Additional Coverages                                     | Proposed                                                                                                                                                                              |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Extra Expense                                            | \$10,000,000 Per Occurrence Excludes Replacement Power; Excludes Extra Expense for all Physical Loss or Damaged Caused by the Malicious Introduction of a Machine Code or Instruction |
| Ingress/Egress                                           | 30 Days Per Occurrence but not to Exceed \$5,000,000 Limit; Five (5) Statute-Mile Limitation                                                                                          |
| Land and Water Contaminant Cleanup, Removal and Disposal | \$2,000,000 Per Occurrence and in the Annual Aggregate                                                                                                                                |
| Machinery or Equipment Startup Option                    | Excluded Excludes Policy Coverage Extension (P) Machinery or Equipment Startup Option                                                                                                 |
| Miscellaneous Unnamed Locations                          | \$10,000,000 Per Occurrence Includes a \$5 Million Aggregate for Flood and Earth Movement Which is Part of Not in Addition to, The Overall Aggregates for Flood and Earth Movement    |
| Property in the Course of Construction                   | \$10,000,000 Per Occurrence Contract Price not to Exceed Sublimit; Excludes New Power Generation                                                                                      |
| Protection and Preservation of Property                  | \$5,000,000 Per Occurrence Property Damage and Time Element Combined                                                                                                                  |
| Service Interruption                                     | \$10,000,000 Per Occurrence Property Damage and Time Element Combined                                                                                                                 |
| Transportation                                           | \$15,000,000 Per Occurrence Excludes Ocean-Going/Marine Cargo                                                                                                                         |

| Deductibles/SIR                                                  | Proposed                                                                   |
|------------------------------------------------------------------|----------------------------------------------------------------------------|
| Mobile Equipment and Contractor's Equipment                      | \$100,000 Per Occurrence                                                   |
| LNG PLANT (117th & Fort) & CAVERNS (63rd & Oak and 117th & Fort) | \$500,000 Per Occurrence                                                   |
| Earth Movement                                                   | \$500,000 Per Occurrence                                                   |
| <b>All Other Losses (Property Damage)</b>                        |                                                                            |
| Flood                                                            | 2.50% of PD TIV Per Occurrence Minimum of \$500,000 Maximum of \$2,500,000 |
| Property Damage                                                  | \$500,000 Per Occurrence except,                                           |
| Service Interruption                                             | 48 Hours Per Occurrence Then Applicable Deductible Shall Apply             |



**Property – Starr Surplus Lines Insurance Company**

| <i>Carrier Information</i> | <i>Proposed</i>                       |
|----------------------------|---------------------------------------|
| Policy Term                | 6/15/2026 - 6/15/2027                 |
| Carrier                    | Starr Surplus Lines Insurance Company |
| Payment Plan               | Annual Payment                        |
| Payment Method             | Agency Bill                           |

| <b>Standard Coverages</b>                                                   | <b>Proposed</b>                                                 |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|
| Policy Limit of Liability                                                   | \$150,000,000 (50%) Part of \$300,000,000 Excess of Deductibles |
| Earthquake: Annual Aggregate, Except                                        | \$25,000,000                                                    |
| As Respects Miscellaneous Property and Automatic Coverage: Annual Aggregate | \$5,000,000                                                     |
| As Respects Miscellaneous Property and Automatic Coverage: Annual Aggregate | \$5,000,000                                                     |

| <b>Additional Coverages</b>                   | <b>Proposed</b>                                            |
|-----------------------------------------------|------------------------------------------------------------|
| Accounts Receivable                           | \$10,000,000                                               |
| Automatic Coverage – 120 Day Reporting Period | \$10,000,000                                               |
| Claims Preparation Costs                      | \$2,000,000                                                |
| Civil or Military Authority                   | 30 Consecutive Days                                        |
| Electronic Data/Media Endorsement             | \$10,000,000                                               |
| Debris Removal                                | Greater of 25% of the Direct Physical Loss or \$10,000,000 |
| Decontamination Costs                         | \$5,000,000                                                |
| Errors and Omissions                          | \$10,000,000                                               |
| Expediting Expense                            | \$10,000,000                                               |
| Extra Expense                                 | \$10,000,000                                               |
| Ingress/Egress                                | 30 Days / Maximum \$5,000,000                              |
| Pollution – Land and Water                    | \$1,000,000                                                |
| Law & Ordinance                               | \$15,000,000                                               |
| Leasehold Interest                            | \$5,000,000                                                |
| Miscellaneous Unnamed Locations               | \$10,000,000                                               |
| Mobile Equipment                              | \$2,000,000                                                |
| Property in the Course of Construction        | \$10,000,000                                               |
| Protection and Preservation of Property       | \$5,000,000                                                |
| Service Interruption                          | \$10,000,000                                               |
| Transit                                       | \$15,000,000                                               |
| Valuable Papers & Records & Fine Arts         | \$5,000,000                                                |

| <b>Deductibles/SIR</b>                                                                                                          | <b>Proposed</b> |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Property Damage                                                                                                                 | \$500,000       |
| LNG Plant at 117th & Fort and Caverns at 63rd & Oak and 117th & Fort (including Flood and Earthquake at LNG Plant and Caverns): | \$500,000       |
| Earthquake                                                                                                                      | \$500,000       |

# Metropolitan Utilities District



| Deductibles/SIR                  | Proposed                                                |
|----------------------------------|---------------------------------------------------------|
| Flood                            | 2.5% of PD TIV                                          |
| Flood                            | Min \$500,000 with Max \$2,500,000                      |
| Mobile Equipment                 | \$100,000                                               |
| Service Interruption             | 48 hours Qualifier, then applicable deductible applies. |
| Extra Expense                    | \$50,000                                                |
| Wind, Flood, Earthquake and Riot | 72 Hour Occurrence                                      |



### Property – Adapt Insurance

| <i>Carrier Information</i> | <i>Proposed</i>       |
|----------------------------|-----------------------|
| Policy Term                | 6/15/2026 - 6/15/2027 |
| Carrier                    | Adapt Insurance       |
| Payment Plan               | Annual Payment        |
| Payment Method             | Agency Bill           |

| <i>Standard Coverages</i> | <i>Proposed</i>                                                |
|---------------------------|----------------------------------------------------------------|
| Policy Limit of Liability | \$45,000,000 (15%) Part of \$300,000,000 Excess of Deductibles |

## Sabotage and Terrorism Liability

| <i>Carrier Information</i> | <i>Proposed</i>                |
|----------------------------|--------------------------------|
| Policy Term                | 6/15/2026 - 6/15/2027          |
| Carrier                    | Underwriters at Lloyd's London |
| Payment Plan               | Annual Payment                 |
| Payment Method             | Agency Bill                    |

| Standard Coverages                                                                                  | Proposed      |
|-----------------------------------------------------------------------------------------------------|---------------|
| Section A - Damage and/or Financial Loss: Any One Occurrence for Damage and Financial Loss Combined | \$150,000,000 |

| Additional Coverages                                                  | Proposed                                                                                                                                                                                                         |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brand Rehabilitation                                                  | 10% of the Overall Limit of Liability or \$500,000 Whichever the Lesser but This Extension is Only Operative Where Such Cover is not Provided for Within a Financial Loss Settlement Under the Associated Policy |
| Claims Preparation                                                    | 10% of the Overall Limit of Liability or \$500,000 Whichever the Lesser                                                                                                                                          |
| Damage to Property of the Insured at any Unspecified Third-Party Site | Other than Sites Included in the Referral Region and Postcode List \$500,000 Damage / Financial Loss Combined                                                                                                    |
| Damage to Property While in Transit                                   | \$500,000 Damage / Financial Loss Combined                                                                                                                                                                       |
| Seepage Contamination and Pollution / Clean up                        | \$5,000,000                                                                                                                                                                                                      |
| Contract Works                                                        | \$5,000,000                                                                                                                                                                                                      |
| Extinguishment Expenses                                               | \$500,000                                                                                                                                                                                                        |

## Equipment Floater- Inland Marine

| <i>Carrier Information</i> | <i>Proposed</i>              |
|----------------------------|------------------------------|
| Policy Term                | 6/15/2025 - 6/15/2026        |
| Carrier                    | Continental Casualty Company |
| Payment Plan               | Annual Payment               |
| Payment Method             | Agency Bill                  |

| <b>Standard Coverages</b>                                                                  | <b>Proposed</b> |
|--------------------------------------------------------------------------------------------|-----------------|
| Unscheduled Property - Blanket Reporting Limit                                             | \$42,229,553    |
| Unscheduled Property - Short Term Equipment Leased, Borrowed or Rented from Others - Limit | \$500,000       |
| Maximum Per Occurrence Limit - Any One Loss                                                | \$42,229,553    |
| Blanket Coverage on Equipment Used in Your Business - Limit                                | \$42,229,553    |
| Limit Per Item                                                                             | \$500,000       |
| Limit Per Occurrence                                                                       | \$500,000       |
| Limit Per Item                                                                             | \$500,000       |

| <b>Additional Coverages</b>                              | <b>Proposed</b> |
|----------------------------------------------------------|-----------------|
| <b>Contractors' Equipment Additional Coverages</b>       |                 |
| Arson and Crime Reward Payments                          | \$5,000         |
| Data Restoration Expense                                 | \$25,000        |
| Debris Removal Additional Amount                         | \$100,000       |
| Fire Department Service Charge and Extinguishing Expense | \$25,000        |
| Loss Adjustment Expense                                  | \$25,000        |
| Maintenance Supplies, Spare Parts and Fuel               | \$10,000        |
| Recharge for Fire Protection Equipment                   | \$25,000        |
| <b>Contractors' Equipment Coverage Extensions</b>        |                 |
| Equipment Loaned to Others                               | Included        |
| Expediting Expense                                       | \$50,000        |
| Newly Acquired Property Limit-Per Occurrence             | \$500,000       |
| Newly Acquired Property Limit-Per Item                   | \$500,000       |
| Newly Acquired Property Time Limit                       | 120 Days        |
| Pollutant Clean up and Removal                           | \$50,000        |
| Preservation of Property                                 | Included        |
| Rental Reimbursement-Per Occurrence                      | \$50,000        |
| Rental Reimbursement-Aggregate                           | \$50,000        |
| Unintentional Errors and Omissions                       | \$25,000        |
| Waterborne Property in Transit                           | Included        |
| Weight of Load                                           | Included        |

| <b>Deductibles/SIR</b>                                                             | <b>Proposed</b> |
|------------------------------------------------------------------------------------|-----------------|
| Unscheduled Property - Blanket Reporting Deductible                                | \$50,000        |
| Unscheduled Property - Short Term Equipment Leased, Borrowed or Rented from Others | \$1,000         |
| Rental Reimbursement - Waiting Period                                              | 24 hours        |

# Metropolitan Utilities District



| Deductibles/SIR                                                                                             | Proposed |
|-------------------------------------------------------------------------------------------------------------|----------|
| Contractors Equipment - Blanket Equipment, Equipment Leased/Rented from Others, and Newly Acquired Property | \$40,000 |
| Short-Term Equipment Leased, Borrowed or Rented from Others                                                 | \$1,000  |



## Cyber Liability

| <i>Carrier Information</i> | <i>Proposed</i>                |
|----------------------------|--------------------------------|
| Policy Term                | 6/15/2026 - 6/15/2027          |
| Carrier                    | Underwriters at Lloyd's London |
| Payment Plan               | Annual Payment                 |
| Payment Method             | Agency Bill                    |

## Accidental Death & Dismemberment

| <i>Carrier Information</i> | <i>Proposed</i>                          |
|----------------------------|------------------------------------------|
| Policy Term                | 6/15/2026 - 6/15/2027                    |
| Carrier                    | Reliance Standard Life Insurance Company |
| Payment Plan               | Annual Payment                           |
| Payment Method             | Agency Bill                              |

| <b>Standard Coverages</b>                                                               | <b>Proposed</b>                                 |
|-----------------------------------------------------------------------------------------|-------------------------------------------------|
| SR-16 - Each active, full-time President and Senior Vice President                      | \$200,000 Death and Dismemberment Principal Sum |
| SR-18 - Each active, full-time employee, except an employee included in any other class | \$200,000 Death and Dismemberment Principal Sum |
| Aggregate Limit of Liability                                                            | \$1,500,000 Per Accident                        |

| <b>Form Type</b> | <b>Proposed</b>                  |
|------------------|----------------------------------|
| Form Type        | Accidental Death & Dismemberment |

## Premium Summary

The estimated program cost for the options are outlined in the following table:

| Line of Coverage                 | Expiring                                 |                                                                     | Recommended Renewal                                                 |                                       |
|----------------------------------|------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------|
|                                  |                                          | Underwriters at Lloyd's London<br>AEGIS Electric & Gas Ins Services | Underwriters at Lloyd's London<br>AEGIS Electric & Gas Ins Services |                                       |
| Property                         | Premium                                  | \$828,190.50                                                        |                                                                     | \$530,250.00                          |
|                                  | Surplus Lines Tax                        | \$25,280.51                                                         |                                                                     | \$15,907.50                           |
|                                  | <b>Estimated Cost*</b>                   | <b>\$853,471.01</b>                                                 |                                                                     | <b>\$546,157.50</b>                   |
|                                  | Change (\$)                              |                                                                     |                                                                     | (\$307,313.51)                        |
|                                  |                                          | N/A                                                                 |                                                                     | Adapt Insurance                       |
|                                  | Premium                                  |                                                                     |                                                                     | \$180,000.00                          |
|                                  | Surplus Lines Tax                        |                                                                     |                                                                     | \$5,400.00                            |
|                                  | <b>Estimated Cost*</b>                   |                                                                     |                                                                     | <b>\$185,400.00</b>                   |
|                                  |                                          | Starr Surplus Lines Insurance Company                               |                                                                     | Starr Surplus Lines Insurance Company |
|                                  | Premium                                  | \$650,000.00                                                        |                                                                     | \$600,000.00                          |
| Surplus Lines Tax                | \$20,334.00                              |                                                                     | \$18,000.00                                                         |                                       |
| Engineering Fee                  |                                          |                                                                     | \$7,200.00                                                          |                                       |
| <b>Estimated Cost*</b>           | <b>\$680,334.00</b>                      |                                                                     | <b>\$625,200.00</b>                                                 |                                       |
| Change (\$)                      |                                          |                                                                     | (\$55,134.00)                                                       |                                       |
|                                  | Underwriters at Lloyd's London           |                                                                     | Underwriters at Lloyd's London                                      |                                       |
| Sabotage and Terrorism Liability | Premium                                  | \$40,000.00                                                         |                                                                     | \$39,917.00                           |
|                                  | Surplus Lines Tax                        |                                                                     |                                                                     | \$1,197.51                            |
|                                  | <b>Estimated Cost*</b>                   | <b>\$40,000.00</b>                                                  |                                                                     | <b>\$41,114.51</b>                    |
|                                  | Change (\$)                              |                                                                     |                                                                     | \$1,114.51                            |
|                                  | Continental Casualty Company             |                                                                     | Continental Casualty Company                                        |                                       |
| Equipment Floater                | Premium                                  | \$36,642.00                                                         |                                                                     | \$44,016.00                           |
|                                  | <b>Estimated Cost*</b>                   | <b>\$36,642.00</b>                                                  |                                                                     | <b>\$44,016.00</b>                    |
|                                  | Change (\$)                              |                                                                     |                                                                     | \$7,374.00                            |
| Cyber Liability                  | Premium                                  | \$59,207.00                                                         |                                                                     | \$49,561.00                           |
|                                  | Carrier Fee                              |                                                                     |                                                                     | \$500.00                              |
|                                  | Broker Fee                               |                                                                     |                                                                     | \$350.00                              |
|                                  | Surplus Lines Tax                        |                                                                     |                                                                     | \$1,501.83                            |
|                                  | <b>Estimated Cost*</b>                   | <b>\$61,333.21</b>                                                  |                                                                     | <b>\$51,912.83</b>                    |
|                                  | Change (\$)                              |                                                                     |                                                                     | (\$9,420.38)                          |
|                                  | Reliance Standard Life Insurance Company |                                                                     | Reliance Standard Life Insurance Company                            |                                       |
| Accidental Death & Dismemberment | Premium                                  | \$665.00                                                            |                                                                     | \$500.00                              |
|                                  | <b>Estimated Cost*</b>                   | <b>\$665.00</b>                                                     |                                                                     | <b>\$500.00</b>                       |
|                                  | Change (\$)                              |                                                                     |                                                                     | (\$165.00)                            |



# Metropolitan Utilities District



| <i>Line of Coverage</i> | <i>Expiring</i>       | <i>Recommended Renewal</i> |
|-------------------------|-----------------------|----------------------------|
| <b>Total</b>            | <b>\$1,670,319.01</b> | <b>\$1,494,300.84</b>      |

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Cyber Liability**
- Equipment Floater- Inland Marine**
- Property (AEGIS)**
- Accidental Death & Dismemberment**
- Sabotage and Terrorism Liability**
- Property (Starr)**
- Property (Adapt)**

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### ***Proposal Disclaimer***

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### ***Compensation Disclosure***

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### ***TRIA/TRIPRA Disclaimer***

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

# Metropolitan Utilities District



## ***Property Estimator Disclaimer***

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

## ***Terms and Conditions***

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## ***Services***

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

## ***Treatment of Information***

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## ***Dispute Resolution***

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in



court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

#### ***Electronic Delivery***

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

#### ***Miscellaneous Terms***

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/21/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

|                                                                 | Coverage/Carrier                                                                        |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability</b><br>Underwriters at Lloyd's London                                |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Cyber Liability</b>                                                           |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Equipment Floater- Inland Marine</b><br>Continental Casualty Company                 |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Equipment Floater- Inland Marine</b>                                          |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property</b><br>AEGIS Electric & Gas Ins Services                                    |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property</b><br>Starr Surplus Lines Insurance Company                                |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property</b><br>Adapt Insurance                                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Accidental Death &amp; Dismemberment</b><br>Reliance Standard Life Insurance Company |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Accidental Death &amp; Dismemberment</b>                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Sabotage and Terrorism Liability</b><br>Underwriters at Lloyd's London               |

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

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**Coverage Amendments and Notes:**

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**Fee Breakdown:**

Annual Fee Agreement: \$50,000

# Metropolitan Utilities District



You acknowledge and agree that your underlying Agreement with Gallagher, the Proposal and this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding.

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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



## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

| Coverage(s): <i>Equipment Floater - Inland Marine</i>                                 | Report To:                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Continental Casualty Company<br><br>Policy Period : 06/15/2026 To 06/15/2027 | Insurer/TPA Name: Continental Casualty Company<br>Phone: 877-262-2727<br>Fax: 800-953-7389<br>Email: <a href="mailto:lossreport@cnaasap.com">lossreport@cnaasap.com</a><br>Web: <a href="https://www.cna.com/web/guest/cna/reportclaim">https://www.cna.com/web/guest/cna/reportclaim</a> |

| Coverage(s): <i>Accidental Death &amp; Dismemberment</i>                                         | Report To:                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Reliance Standard Life Insurance Company<br><br>Policy Period: 06/15/2026 To 06/15/2027 | Insurer/TPA Name: Reliance Standard Life Insurance Company<br><br>Fax: 267-256-4713<br>Email: <a href="mailto:inforceannuities@rsl.com">inforceannuities@rsl.com</a><br>Web: <a href="https://www.reliancestandardlife.com/file-a-claim">https://www.reliancestandardlife.com/file-a-claim</a> |

| Coverage(s): <i>Cyber Liability</i>                                                                                                                       | Report To:                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Certain Underwriters at Lloyd's led by Lloyd's Syndicate 510, Obsidian Specialty Insurance Company<br><br>Policy Period 06/15/2026 To 06/15/2027 | Insurer/ TPA Name: Certain Underwriters at Lloyd's led by Lloyd's Syndicate 510, Obsidian Specialty Insurance Company<br>Phone: 844-777-8323<br>Fax: 844-777-6267<br>Email: <a href="mailto:rps_claims@RPSins.com">rps_claims@RPSins.com</a> |

| Coverage(s): <i>Sabotage and Terrorism Liability</i>                                  | Report To:                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Underwriters at Lloyd's London<br><br>Policy Period 06/15/2026 To 06/15/2027 | Insurer/TPA Name: Underwriters at Lloyd's London<br>Phone: McCord Phone#: 402-514-6100 / F/U Jessica Schere <a href="mailto:jschere@mccordclaims.com">jschere@mccordclaims.com</a> 402-51-6100 ext. 6201<br><br>Email: <a href="mailto:claims@mccordclaims.com">claims@mccordclaims.com</a><br>Web: <a href="https://www.intlxs.com/">https://www.intlxs.com/</a> |

# Metropolitan Utilities District



| Coverage(s): Property                                                                                  | Report To:                                                                                                                         |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: AEGIS Electric & Gas Insurance Services Limited<br><br>Policy Period 06/15/2026 To 06/15/2027 | Insurer/TPA Name: AEGIS Electric & Gas Insurance Services Limited<br>Phone:<br>Fax:<br>Email: PropertyClaimNotice@aegislimited.com |

| Coverage(s): Property                                                                        | Report To:                                                                                                                                |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Starr Surplus Lines Insurance Company<br><br>Policy Period 06/15/2026 To 06/15/2027 | Insurer/TPA Name: Starr Surplus Lines Insurance Company<br>Phone: 1-855-782-7725<br>Fax: 646-786-3950<br>Email: Claims@starrcompanies.com |

### Reporting to Gallagher or Assistance in Reporting

| Coverage(s):                                | Report To:                                                                     |
|---------------------------------------------|--------------------------------------------------------------------------------|
| <b>Gallagher Claims and Risk Consulting</b> | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: ggb.gcrclaimscenter@ajg.com |



June 3, 2026**METROPOLITAN UTILITIES DISTRICT***Inter-Department Communication***May 26, 2026****Subject: METROPOLITAN UTILITIES DISTRICT SUPPLEMENTAL RETIREMENT PLAN****To:** Insurance and Pensions Committee  
**cc:** All Board Members; President Doyle; Senior Vice Presidents Ausdemore, Dickas, Minor and all Vice Presidents**From:** Mark Mendenhall, Sr. Vice President, General Counsel

As presented to the Board of Directors at the July 6, 2022 Board of Directors meeting, the District's Retirement Plan ("Pension") is impacted by the IRS limit - 401(a)(17) as follows:

- IRS 401(a)(17) limits the amount of compensation upon which a defined benefit pension determination may be based.
- The salary rate of one current District employee exceeds the IRS limit; the employee is not able to contribute or earn a pension benefit on salary that exceeds the 401(a)17 prescribed limit. The limit will likely impact additional employees in the future.

On July 6, 2022, the District's Board approved management's recommendation to ensure the impacted employee's benefits were distributed in accordance with the pension. The Board directed management, upon the retirement of the impacted employee(s), to calculate the difference between the Pension benefit based on the IRS 401(a)(17) limits and the benefit that would have been earned absent the IRS limitation and further, to develop a plan to administer the full benefits owed.

District management reviewed multiple options to administer the owed benefits. The Legal, Human Resources and Accounting teams, along with outside counsel, recommend adopting the attached Supplemental Retirement Plan.

This Supplemental Retirement Plan accomplishes the Board-directed goals while ensuring compliance with both the Pension and ERISA regulations. The Supplemental Retirement Plan will be available only to those employees impacted by the IRS limit. Participants in the Supplemental Retirement Plan have reduced benefits under the Pension. Any benefits earned under the Supplemental Retirement Plan will exactly offset those reduced amounts. This enables the administration of a consistent retirement plan benefit formula for all District employees. The Supplemental Retirement Plan will simply mirror the benefit afforded by the Pension except funds will be paid from the General Fund rather than from the Pension trust.

The Supplemental Retirement Plan will be on the agenda for review by the Committee on the June 3, 2026 Committee Meeting and for the full Board on the June 3, 2026 Regular Board meeting.

DocuSigned by:

51BB46766D35440  
Mark A. Mendenhall

Sr. Vice President, General Counsel

**METROPOLITAN**  

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**UTILITIES DISTRICT**

**Metropolitan Utilities District  
Supplemental Retirement Plan**

**[EFFECTIVE DATE]**

# Contents

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|     |                                                  |   |          |
|-----|--------------------------------------------------|---|----------|
|     | <b>Article 1. Establishment of Plan</b>          |   | <b>1</b> |
| 1.1 | Establishment                                    |   | 1        |
| 1.2 | Purpose                                          |   | 1        |
| 1.3 | Definitions                                      |   | 1        |
|     | <b>Article 2. Participation</b>                  |   | <b>2</b> |
| 2.1 | Eligibility for Participation                    |   | 2        |
| 2.2 | Duration of Participation                        |   | 2        |
|     | <b>Article 3. Benefits</b>                       |   | <b>3</b> |
| 3.1 | Benefits                                         |   | 3        |
| 3.2 | Pre-Retirement Surviving Spouse Benefit          |   | 3        |
| 3.3 | Contingent Annuitant Benefit                     |   | 4        |
| 3.4 | Cost of Living Adjustment                        |   | 4        |
|     | <b>Article 4. Financing</b>                      |   | <b>5</b> |
| 4.1 | Financing                                        |   | 5        |
| 4.2 | Employee Contributions                           | 5 |          |
| 4.3 | Unfunded Plan                                    | 5 |          |
| 4.4 | Unsecured Interest                               | 5 |          |
| 4.5 | Separate Accounting                              |   | 5        |
|     | <b>Article 5. Administration</b>                 |   | <b>6</b> |
| 5.1 | Administration                                   |   | 6        |
| 5.2 | Liability of Plan Administrator; Indemnification |   | 6        |
| 5.3 | Expenses                                         |   | 6        |
| 5.4 | Tax Withholding                                  |   | 6        |
| 5.5 | Claims Procedures                                |   | 6        |
| 5.6 | Recovery of Overpayments                         |   | 7        |
| 5.7 | Administrative Rules and Discretion              |   | 7        |
|     | <b>Article 6. Miscellaneous</b>                  |   | <b>8</b> |
| 6.1 | Nontransferability                               |   | 8        |
| 6.2 | Amendment or Termination                         |   | 8        |
| 6.3 | Applicable Law                                   |   | 8        |

## **Article 1. Establishment of Plan**

### **1.1 Establishment**

Metropolitan Utilities District (hereinafter called the “District”) hereby establishes an unfunded supplemental retirement plan for its eligible employees and their beneficiaries as described herein, which is known as “The Metropolitan Utilities District Supplemental Retirement Plan” (the “Supplemental Plan”) effective [DATE].

### **1.2 Purpose**

The purpose of the Supplemental Plan is to provide the benefits that eligible employees would have received under the Retirement Plan for Employees of the Metropolitan Utilities District of Omaha (the “Retirement Plan”) if the Retirement Plan did not contain: (1) the maximum annual benefit limitations necessary to conform the District's plans that are qualified under Section 401(a) of the Internal Revenue Code (the “Code”) with the requirements of Section 415 of the Code; and (2) the maximum compensation limitations necessary to conform the District's plans that are qualified under Section 401(a) of the Code with the requirements of Section 401(a)(17) of the Code. The District intends that the Supplemental Plan be an unfunded “excess benefit plan” within the meaning of Sections 3(36) and 4(b)(5) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

### **1.3 Definitions**

Terms used in the Supplemental Plan shall have the same meaning as set forth in the Retirement Plan, except where the context indicates that a different meaning is intended.

## **Article 2. Participation**

### **2.1 Eligibility for Participation**

Each employee of the District who is a participant under the Retirement Plan (“Participant”) and whose benefits are limited thereunder by the maximum benefit limitations thereof at the time of the employee's death or retirement thereunder shall be a Participant under the Supplemental Plan.

### **2.2 Duration of Participation**

An employee who becomes a Participant shall continue to be a Participant until his or her termination of employment with the District or the date he or she is no longer entitled to benefits under the Supplemental Plan, whichever is later.

## Article 3. Benefits

### 3.1 Benefits

- (a) **Eligibility.** A Participant who is eligible for a normal, early, or vested deferred retirement allowance under the Retirement Plan shall be eligible for a benefit under the Supplemental Plan.
- (b) **Amount.** The amount of the annual benefit payable under the Supplemental Plan shall be the amount by which (1) below exceeds (2) below:
- (1) The amount of the annual benefit that the Participant (or the Participant's spouse or beneficiary) would have been entitled to receive under the Retirement Plan if the Retirement Plan did not contain: (i) the maximum annual benefit limitations necessary to conform the District's plans that are qualified under Section 401(a) Code with the requirements of Section 415 Code; and (ii) the maximum compensation limitations necessary to conform the District's plans that are qualified under Section 401(a) of the Code with the requirements of Section 401(a)(17) of the Code.
  - (2) The amount of the annual benefit that the Participant (or the Participant's spouse or beneficiary) is entitled to receive under the Retirement Plan.
- (c) **Commencement, Form, and Duration.** Benefit payments shall be payable in the form of direct deposit in the same manner as described under the Retirement Plan; provided, however, for the purpose of the calculation in Article VII, Sections 1, 2 and 3, retirement is permitted after attaining age 55 with five years of Continuous Service, as applicable under the terms of the Retirement Plan, and any early retirement benefit shall be calculated with reductions at 3% per year (prorated) for each year or portion of year that such benefit commences prior to attainment of age 60. Payments shall commence at the time benefits commence under the Retirement Plan.

### 3.2 Pre-Retirement Surviving Spouse Benefit

- (a) **Eligibility.** If a Participant dies while in the employ of the District and a benefit is payable to the Participant's spouse pursuant to Article VII, Section 6. of the Retirement Plan, then such spouse shall be eligible to receive a surviving spouse benefit from the Supplemental Plan.
- (b) **Amount.** The monthly amount shall be equal to 100 percent of the Contingent Annuitant monthly amount per Article VII, Section 6.iii. of the Retirement Plan beginning as of the Participant's retirement if the Participant had retired on the date before the Participant died and received his or her benefit in the form of a joint and surviving spouse benefit, as provided under the Retirement Plan.
- (c) **Commencement and Duration.** The monthly surviving spouse benefit shall be payable to the Participant's spouse for life, beginning as of the first day of the calendar month following the date of the Participant's death.

### **3.3 Contingent Annuitant Benefit**

Participants in Supplemental Plan shall have the same Contingent Annuitant Benefit options as set forth under Article VII, Section 5, Section 7 (e), Section 8, and Section 9(iii) of the Retirement Plan.

### **3.4 Cost of Living Adjustment**

Participants in the Supplemental Plan shall have the same Cost of Living Adjustment options as set forth under Article VII, Section 9. of the Retirement Plan.

## **Article 4. Financing**

### **4.1 Financing**

The benefits under the Supplemental Plan shall be paid out of the assets of the District.

### **4.2 Employee Contributions**

Each Employee eligible for the Supplemental Plan shall contribute to this Plan, at their regular payroll frequency (bi-weekly or semi-monthly) from the date they become eligible for the Plan until his or her termination of employment with the District or the date he or she is no longer entitled to benefits under the Supplemental Plan, whichever is later. The participant's contribution rate shall be equal to their percentage of pay that is limited by Section 401(a)(17) of the Code. The sum total of the participant's combined contribution made under both the Supplemental Plan and the Retirement Plan shall equal the rate set forth in the Retirement Plan under Article VIII – Contributions, subject to the language on Contributions in Article V, Section 6 – Continued Participation on Account of Disability.

### **4.3 Unfunded Plan**

Nothing contained in this Supplemental Plan, and no action taken pursuant to the provisions of this Supplemental Plan, shall create or be construed to create an irrevocable trust or fund from which benefits will be paid or established, or a fiduciary relationship between the District and any Participant, his or her spouse, or any other person. Notwithstanding the foregoing, the District shall have the right to establish one or more grantor trusts, within the meaning of subpart E, part 1, subchapter J, chapter 1, subtitle A of the Code, to receive contributions from the District to pay benefits to Plan Participants and their beneficiaries.

### **4.4 Unsecured Interest**

No Participant hereunder shall have any interest whatsoever in any specific asset of the District. To the extent that any person acquires a right to receive payments under the Supplemental Plan, such right shall be no greater than the right of any unsecured general creditor of the District.

### **4.5 Separate Accounting**

To the extent required by law, the District shall keep a separate account, recording any benefit payable hereunder to a Participant.

## **Article 5. Administration**

### **5.1 Administration**

The Supplemental Plan shall be administered by the Plan Administrator. The Plan Administrator shall be authorized to construe and interpret all of the provisions of the Supplemental Plan, to adopt rules and practices concerning the administration of the same and to make any determinations necessary hereunder, which shall be binding and conclusive on all parties.

The Plan Administrator of the Supplemental Plan shall be the same as the Plan Administrator of the Retirement Plan, as defined in Article IX, Section 6.

### **5.2 Liability of Plan Administrator; Indemnification**

To the extent permitted by law, the Plan Administrator shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Supplemental Plan unless attributable to his or her own gross negligence or willful misconduct. The District shall indemnify the Plan Administrator against any and all claims, losses, damages, expenses, including counsel fees, incurred by the Plan Administrator, and any liability, including any amounts paid in settlement with his or her approval, arising from his or her action or failure to act except when the same is judicially determined to be attributable to his or her gross negligence or willful misconduct.

### **5.3 Expenses**

The cost of benefit payments from the Supplemental Plan and the expenses of administering the Supplemental Plan shall be borne by the District.

### **5.4 Tax Withholding**

The District may withhold, or require the withholding, from any payment that it is required to make, of any federal, state, or local taxes required by law to be withheld with respect to such payment and such sum as the District may reasonably estimate as necessary to cover any taxes for which the District may be liable and which may be assessed with regard to such payment.

### **5.5 Claims Procedures**

If any claim for benefits under the Supplemental Plan is denied, the Plan Administrator shall give notice in writing, within a reasonable period of time after receipt of the claim by the Supplemental Plan (not to exceed 90 days or, if special circumstances require an extension of time, not to exceed a period of up to 180 days after receipt of the claim) by registered or certified mail, of such denial to the Participant or beneficiary. The notice shall set forth the specific reasons for such denial, specific reference to pertinent Supplemental Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim with an explanation of why such material or information is necessary; and an explanation of the Supplemental Plan's claim review procedure. The Plan Administrator shall also advise the claimant that he or she may request a full and fair review of the decision denying the claim by filing with the Plan Administrator, within 90 days after such notice has been mailed, a request for such review. In the event that a claimant chooses to appeal, the claimant or the claimant's authorized representative may review pertinent documents, records, and other information relevant to his or her claim for benefits. If such request is so filed, such review shall be made by the Plan Administrator within 60 days of receipt of such request (or, if special circumstances require an extension of time, within a period not to exceed

210 days after receipt of such request) at a date set by the Plan Administrator, and the Participant or beneficiary shall be given written notice of the result of such review.

### **5.6 Recovery of Overpayments**

The Plan Administrator has the right to recover overpayments, under the Supplemental Plan, as it determines, in its sole discretion, from the Supplemental Plan either directly or through an offset against future payments.

### **5.7 Administrative Rules and Discretion**

The Plan Administrator shall have the exclusive discretionary right to make any finding of fact necessary or appropriate for any purpose under the Supplemental Plan including, but not being limited to, the determination of the eligibility for and the amount of any benefit payable under the Supplemental Plan. The Plan Administrator shall have the exclusive right and the maximum discretion permitted by law to interpret the terms and provisions of the Supplemental Plan and to determine any and all questions arising under the Supplemental Plan or in connection with the administration thereof, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions, by general rule or particular decision. The determination of the Plan Administrator as to any disputed question shall be conclusive.

## **Article 6. Miscellaneous**

### **6.1 Nontransferability**

In no event shall the District make any payment under the Supplemental Plan to any assignee or creditor of a Participant or of a beneficiary. Prior to the time of a payment hereunder, a Participant or a beneficiary shall have no right by way of anticipation or otherwise to assign or otherwise dispose of any interest under the Supplemental Plan, nor shall rights be assigned or transferred by operation of law.

### **6.2 Amendment or Termination**

The Supplemental Plan may be amended or terminated at any time by the District, provided it does not adversely affect any vested interests under the Supplemental Plan. Notice of any such amendment or termination shall be given in writing to each Participant and beneficiary of a deceased Participant having an interest in the Supplemental Plan.

Except as otherwise provided in the Supplemental Plan, the officers of the District are hereby delegated the power to amend the Supplemental Plan as they may determine to be necessary or appropriate to comply with the qualification requirements of the Code or to provide for the efficient administration of the Supplemental Plan.

### **6.3 Applicable Law**

This instrument shall be construed in accordance with and governed by the laws of the State of Nebraska to the extent not superseded by the laws of the United States.

\* \* \* \* \*

IN WITNESS WHEREOF, Metropolitan Utilities District has caused this instrument to be executed effective as of [DATE].

**Metropolitan Utilities District**

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

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

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