

NMPP Energy Joint Operating Committee Meeting
Nebraska Municipal Power Pool
Municipal Energy Agency of Nebraska
National Public Gas Agency
Public Alliance for Community Energy
NMPP Energy Offices
8377 Glynoaks Dr, Lincoln, NE
June 3, 2026 – 10:00 a.m. (CT)

A G E N D A

All agenda items are for discussion and action will be taken as deemed appropriate.

1. Call to Order
 - A. Section 84-1412 (8) – Nebraska Open Meetings Act
 - B. Roll Call
 - C. Public Comment
2. Welcome New Member
3. Joint Operating Committee Duties
4. Approve Minutes of the November 5, 2025, Meeting
5. Financial Report
6. Annual Performance Evaluation of the Executive Director
7. Compensation of the Executive Director
8. Selection of Chairperson, Vice Chairperson and Secretary for Fiscal Year 2026-2027
9. Upcoming Meeting Dates
 - A. November 4, 2026
10. Adjournment

WELCOME NEW MEMBERS

Date:	June 3, 2026
Initiator/Staff information source:	Bob Poehling
Action Proposed:	Informational

Bob Poehling, Executive Director/CEO will welcome new Joint Operating Committee Members Jon Borer, Nebraska City, NE and Kirby Bridge, Alliance, NE.

JOINT OPERATING COMMITTEE DUTIES

Date:	June 3, 2026
Initiator/Staff information source:	Michelle Lepin
Action Proposed:	Informational

Michelle Lepin, General Counsel, will review the duties of the Joint Operating Committee, that are outlined in the Joint Operating Committee Agreement (Attachment A), during this discussion.

APPROVE MINUTES OF THE NOVEMBER 5, 2025, MEETING

Date:	June 3, 2026
Initiator/Staff information source:	Chairperson Devine
Action Proposed:	Approval

Minutes of the Joint Operating Committee meeting held on November 5, 2025, were previously distributed and are included as Attachment B.

FINANCIAL REPORT

Date:	June 3, 2026
Initiator/Staff information source:	Jamie Johnson
Action Proposed:	Informational

Jamie Johnson, Director of Finance and Accounting, will provide a Financial Report for the NMPP Energy organizations for the fiscal year ended March 31, 2026. Preliminary year end results are in Attachment C.

A representative from the independent audit firm, Forvis Mazars, will attend the meeting to provide an overview of the audit process and status of the audit results for each of the NMPP Energy organizations.

ANNUAL PERFORMANCE EVALUATION OF THE EXECUTIVE DIRECTOR

Date:	June 3, 2026
Initiator/Staff information source:	Samantha Parker
Action Proposed:	Discussion & Action

Appendix B from the JOC Policies and Guidelines on the Annual Performance Evaluation of the Executive Director is included in the meeting packet as Attachment D.

In preparation for this evaluation, the following items were previously distributed to the JOC:

1. An email from Samantha Parker on April 14, 2026, which included:
 - Recap from Executive Director Bob Poehling reporting on the 2025-2026 fiscal year organizational goals
 - Bob's self-evaluation of performance for 2025-2026
 - Summary report of Bob's leadership of staff from his direct reports collected in April 2026
 - The 2026-2027 goals for each of the four organizations

2. An email from Jordyn Peters at Zelle Human Resources on May 26, 2026, containing:
 - Summary report of Executive Director evaluation input from Joint Operating Committee members collected in April 2026

COMPENSATION OF THE EXECUTIVE DIRECTOR

Date:	June 3, 2026
Initiator/Staff information source:	Samantha Parker
Action Proposed:	Review & Approve

Appendix C from the JOC Policies and Guidelines is included as Attachment E. The section “Determining Executive Director Pay” outlines the compensation considerations for the JOC relative to base pay and bonus.

At the November 2025 JOC meeting, the following pay range for 2026-2027 was established for the Executive Director position:

Minimum	Guide Rate	Maximum
\$ 304,036	\$ 380,045	\$ 456,054

Bob Poehling’s compensation is currently \$409,481.86 this places his compensation at 108% of the Guide Rate.

Any adjustments to pay, per the policy, will be retroactive to April 1, 2026, which is consistent with the timeframe for pay adjustments for NMPP staff.

SELECTION OF CHAIRPERSON, VICE CHAIRPERSON
AND SECRETARY FOR FISCAL YEAR 2026-2027

Date: June 3, 2026
Initiator/Staff information source: Michelle Lepin
Action Proposed: Selection of Officers

Selection of Officers will be conducted at the June 3, 2026, meeting. Nominations will be accepted prior to the meeting and at the meeting. The officers shall serve for a term through Fiscal Year 2026-2027 or until their successors are elected and qualified.

Current list of Officers (all are eligible for re-election):

Chairperson:	Andrew Devine
Vice Chairperson:	Chris Anderson
Secretary:	Brent Nation

JOINT OPERATING COMMITTEE AGREEMENT
AMONG
NEBRASKA MUNICIPAL POWER POOL
AND
MUNICIPAL ENERGY AGENCY OF NEBRASKA
AND
NATIONAL PUBLIC GAS AGENCY
AND
PUBLIC ALLIANCE FOR COMMUNITY ENERGY

This Agreement is dated and made this 8th day of February, 2024, among Nebraska Municipal Power Pool ("NMPP") and Municipal Energy Agency of Nebraska ("MEAN") and National Public Gas Agency ("NPGA") and Public Alliance for Community Energy ("ACE"), herein referred to individually as a "Party" or collectively as the "Parties".

RECITALS:

1. NMPP is a non-profit corporation, organized under the laws of the State of Nebraska.
2. MEAN is a political subdivision of the State of Nebraska.
3. NPGA and ACE are public bodies corporate and politic created under the Nebraska Interlocal Cooperation Act.
4. Each Party has obligations and responsibilities under various contracts and statutes, but may choose, because of economic reasons, not to have separate individual staffs to fulfill them.
5. The Parties share a common staff under NMPP payroll. By combining and sharing their respective staffs and resources, each of the Parties will benefit by being able to perform their obligations and responsibilities efficiently and at a lesser cost.
6. Each Party is willing to have the Joint Operating Committee established by this Agreement make the allocations of expenses among the Parties and approve policies and guidelines such Joint Operating Committee uses to conduct business and administer its duties as defined in this Agreement, including such allocations of expenses.
7. A Joint Operating Committee should be formed to implement the provisions of this Agreement and perform such other functions as may be delegated to it.

In consideration of the mutual promises of the Parties, it is agreed as follows:

SECTION I.

Description of Services

Each Party will endeavor to perform such administrative and operational services and utilization of resources and facilities as another Party may from time to time request. The collective and cooperative operation of the Parties under this Agreement shall be accomplished under the operational name "NMPP Energy".

SECTION II.

Term

This Agreement shall take effect on the execution by the Parties and shall continue in force until terminated by any Party. Termination may be made by any Party, with or without cause, effective April 1 of any year by giving at least 180 days written notice to the other Parties prior to April 1 of the year termination is to be effective.

SECTION III.

Operating Committee

A. The representatives to the Joint Operating Committee ("Committee") shall be as follows.

FROM MEAN:

1. MEAN Board of Directors Chairperson
2. MEAN Board of Directors Vice-Chairperson
3. MEAN Board of Directors Secretary-Treasurer
4. At-Large Representative elected by and from the MEAN Board of Directors

FROM NPGA:

1. NPGA Board of Directors Chairperson
2. NPGA Board of Directors Vice-Chairperson
3. NPGA Board of Directors Secretary-Treasurer
4. At-Large Representative elected by and from the NPGA Board of Directors

FROM ACE:

1. ACE Board of Directors Chairperson
2. ACE Board of Directors Vice Chairperson
3. ACE Board of Directors Secretary-Treasurer
4. At-Large Representative elected by and from the ACE Board of Directors

FROM NMPP: None, due to the composition of the NMPP Board of Directors, which consists of all of the officers listed above.

The Committee shall always consist of twelve persons. In no event shall the same person serve as representative for more than one Party as in the example of X. Jones being both the Chairperson of ACE and the Vice-Chairperson of MEAN.

- B. If the situation should occur that the same person holds more than one of the positions listed above in this Section III as being the Parties' representatives to the Committee, such a person must choose one and only one position listed above in this Section III, which for purposes of this Committee, said person will act as representative to the Committee. The Chairperson of the Party which is then left with a vacancy on the Committee shall appoint a representative from its members, to fill any vacancy.
- C. The Committee shall meet at least semi-annually and at such times as the Committee, the Chairperson of the Committee or any three of the Committee members shall select. Annually, the Committee shall select from among its members a Chairperson, Vice Chairperson and Secretary. Attendance by at least six of its members shall be necessary to constitute a quorum of the Committee for a meeting. The Committee shall have such duties as all Boards of the Parties shall prescribe by resolution. The duties of the Committee shall include, but not be limited to:
- (1) Review, prior to the respective annual meetings, the annual payroll and benefits and other shared administrative and general costs budgeted for each of the Parties.
 - (2) Determine the allocation of payroll and benefits and other shared administrative and general costs to be used as the basis for reimbursement for services rendered or resources utilized by a Party.
 - (3) Approve the appropriate compensation structure and benefits of employees of NMPP.
 - (4) Approve the employment contract and compensation of the Executive Director serving as Chief Executive Officer to the Parties.
 - (5) Monitor the relationship with the external audit firm of the Parties.
 - (6) Establish procedures and policies deemed necessary or desirable for the implementation of this Agreement.
 - (7) Prepare written minutes of all meetings of the Committee and distribute the minutes to the respective Boards of Directors of the Parties.
 - (8) Review and recommend any material change of the coalition name "NMPP Energy".
 - (9) Pursuant to the terms of Section VII of this Agreement, provide for the Joint Defense Costs to be determined.

SECTION IV.

Reimbursement

Each Party that receives services or utilizes resources of another Party shall pay its allocated share of all expenses incurred in providing the services or resources. The amount of

the expenses shall be based on the allocation procedure established by this Committee. The Chief Executive Officer of the respective Parties shall make allocations of expenses in accordance with the policies established by this Committee and report to the Committee from time to time and as directed by the Committee.

SECTION V.

Accounting

Each Party will keep complete and accurate books and accounts pursuant to generally accepted accounting principles and make available upon request to the other Parties financial statements which contain an accounting of all receipts and disbursements, a record of expenses for services performed for other Parties or for resources utilized by other Parties and such additional information that the other Parties may request.

SECTION VI.

Indemnification

- (a) The Parties shall indemnify to the fullest extent permitted by law and consistent with the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than any action by one or more of the Parties) by reason of the fact that he or she is or was a Director, Officer, trustee, employee or agent of any Party, or is or was serving at the request of one or more of the Parties as Director, Officer, trustee, employee or agent for another agency, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including attorneys' fees) judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Party for which he or she acted in the course and scope of employment, in their official capacity, in performing the services which gave rise to the claim, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the person did not meet the standard of conduct described in this paragraph.
- (b) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, or vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in the course and scope of employment, in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, Officer, trustee, employee or agent and shall take effect to the benefit of the heirs, executors and administrators of such a person.

SECTION VII.

Joint Defense Costs

- (a) Subject to the other provisions of this Section VII, the Parties agree to contribute financially to the payment of any costs of defense, claims, judgments, settlements, damages or other costs incurred by any Party or its Director, Officer, trustee, employee or agents arising out of any claim made against them. At any time during the claim, including without limitation after final resolution, by settlement, judgment, appeal, if applicable, or otherwise, the total costs incurred will be allocated among the Parties as determined by the Committee. Each Party agrees to reimburse the other Parties. Any disputes shall be resolved by the dispute negotiation, non-binding Mediation or Arbitration Sections XII and XIII.
- (b) Each Party agrees that employees of NMPP serve as agents for the Parties. Claims made against NMPP or its employees or agents shall be included among the types of claims which are subject to Section VI and Section VII.

SECTION VIII.

Insurance

The Parties may purchase and maintain insurance on behalf of an individual who is or was a Director, Officer, trustee, employee, or agent of one or more of the Parties, or who, while a Director, Officer, trustee, employee, or agent of one or more of the Parties is or was serving at the request of one or more of the Parties as a Director, Officer, trustee, employee, agent, in another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, Officer, trustee, employee or agent.

SECTION IX.

Executive Director

Except as described below in this Section IX, in the event the Executive Director is incapacitated, a pre-designated staff position listed on file with the General Counsel is authorized to perform the duties of the Executive Director to the Parties. In the event of the death, incapacitation, or resignation of the Executive Director, this individual, or other person as determined by the Committee, shall perform the functions of the Executive Director to the Parties until such time as a successor is determined by the Committee.

SECTION X.

Notice

All notices required by this Agreement shall be in writing and be sent by facsimile, electronic mail, regular mail, certified mail or delivered personally to the other Parties.

SECTION XI.

Assignment

This Agreement shall be to the benefit of the successors and assigns of the Parties.

SECTION XII.

Dispute Negotiations and Non-Binding Mediation

- (a) The Parties mutually agree that providing the opportunity for communication and review of certain limited grievances, issues or disputes that may arise is in the best interest of the Parties and the members of the Parties. The Parties will attempt in good faith to resolve promptly through negotiation any dispute, claim or controversy arising out of or relating to this Agreement or any dispute, claim or controversy arising between two or more of the Parties (each such dispute, claim or controversy referred to herein as a "Dispute"). In the event any Dispute is not resolved by informal negotiations within thirty (30) days (or mutually agreed extension of time) after any of the Parties involved in the Dispute requests such negotiations, the cause shall be referred to mediation, that is, an informal, nonbinding conference or conferences between the Parties involved in which a mediator will seek to guide the Parties to a resolution of the case. The Parties involved are free to select any mutually acceptable independent, non-agent mediator or mediation firm. If the Parties involved cannot agree upon an acceptable mediator, a mediator selected by the Joint Operating Committee will be used.
- (b) Any Party involved in the Dispute may commence the mediation process by providing to the other Party or Parties involved written notice, setting forth the subject of the Dispute and the relief requested. Such notice shall be sent to the Chairperson of the Board of Directors for each of the Parties involved in the Dispute. Within thirty (30) days after receipt of the foregoing notice, the other Parties involved shall jointly deliver a written response to the initiating Party's notice. The initial mediation session shall be held within sixty (60) days after the initial notice.
- (c) The Parties involved in the Dispute further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, binding arbitration or other dispute resolution procedures.
- (d) The mediation process shall continue until the case is resolved or the Mediator makes a finding by a written report that there is no possibility of settlement through mediation or one or more Parties involved chooses not to continue further and leaves no remaining Party with which to mediate, but in no event shall it be longer than six (6) months from the initial notice.
- (e) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any arbitration

or other legal proceeding involving any of the Parties, except that the content in the written report issued by the Mediator may be used and considered in arbitration as described in Section XIII(c); provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- (f) The provisions of this section may be enforced by any Court of competent jurisdiction, and the fees, attorney fees, and expenses of the entire proceedings and of the Mediator shall be borne equally by the Parties involved in the mediation.
- (g) As to any mediation described in this section, the Parties' staff or agents shall not represent or advocate for any Party; however, staff shall provide any relevant, reasonable information requested by the Parties to determine the facts and provide assistance.
- (h) Nothing in this Section XII shall be deemed to be a waiver by any Party of the protections afforded to it as a "political subdivision" under the Political Subdivisions Tort Claims Act, Neb. Rev. Stat. § 13-901 et seq. ("PSTCA"). Further, nothing in this Section XII shall expand the tort liability of MEAN, NPGA or ACE beyond the obligations as such Party may have as a political subdivision of the state under the PSTCA.

SECTION XIII.

ARBITRATION

- (a) IN THE EVENT A DISPUTE, AS DEFINED ABOVE, IS NOT RESOLVED AFTER THE MEDIATION DESCRIBED IN SECTION XII, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED BEFORE A BOARD OF THREE ARBITRATORS SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION AND THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT, SUBJECT TO THE FURTHER QUALIFICATION THAT THE ARBITRATORS NAMED UNDER SAID RULES SHALL BE COMPETENT BY VIRTUE OF EDUCATION AND EXPERIENCE IN THE PARTICULAR MATTER SUBJECT TO ARBITRATION.
- (b) THE PARTY OR PARTIES DESIRING ARBITRATION SHALL DEMAND SUCH ARBITRATION BY GIVING WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES INVOLVED. SUCH NOTICE SHALL CONFORM WITH THE PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION AND SHALL INCLUDE A STATEMENT OF THE FACTS OR CIRCUMSTANCES CAUSING THE CONTROVERSY AND THE RESOLUTION, DETERMINATION OR RELIEF SOUGHT BY THE PARTY OR PARTIES DESIRING ARBITRATION.
- (c) BEFORE THE MATTER IS PRESENTED TO THE BOARD OF ARBITRATORS, AN INITIAL CONFERENCE BETWEEN THE PARTIES INVOLVED SHALL BE HELD TO REVIEW THE NON-BINDING MEDIATION REPORT AND ATTEMPT TO RESOLVE THE DISPUTE OR IF THAT IS NOT POSSIBLE, TO STIPULATE AS MANY FACTS AS POSSIBLE TO CLARIFY AND NARROW THE ISSUES TO BE SUBMITTED TO ARBITRATION.

- (d) THE BOARD OF ARBITRATORS SHALL HAVE NO AUTHORITY, POWER OR JURISDICTION TO ALTER, AMEND, CHANGE, MODIFY, ADD TO OR SUBTRACT FROM ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN ONE OR MORE OF THE PARTIES.
- (e) THE DECISION OR AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES INVOLVED, AND THE PARTIES SHALL DO SUCH ACTS AS THE ARBITRATION DECISION OR AWARD MAY REQUIRE OF THEM. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED BY ANY COURT HAVING JURISDICTION AND EXECUTION ISSUED THEREON. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- (f) THE UNSUCCESSFUL PARTY OR PARTIES IN ARBITRATION SHALL PAY THE ARBITRATOR FEES, ATTORNEY FEES, AND ANY EXPENSES INCURRED IN CONNECTION WITH SUCH ARBITRATION.
- (g) EACH PARTY ACKNOWLEDGES AND AGREES THAT BY ENTERING INTO THIS AGREEMENT, IT IS GIVING UP ITS CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD IS ACCEPTING THE USE OF BINDING ARBITRATION. NOTHING IN THIS SECTION XIII SHALL BE DEEMED TO BE A WAIVER BY ANY PARTY OF THE PROTECTIONS AFFORDED TO IT AS A POLITICAL SUBDIVISION UNDER THE PSTCA. FURTHER, NOTHING IN THIS SECTION XIII SHALL EXPAND THE TORT LIABILITY OF MEAN, NPGA OR ACE BEYOND THE OBLIGATIONS AS SUCH PARTY MAY HAVE AS A POLITICAL SUBDIVISION OR INTERLOCAL OF THE STATE UNDER THE PSTCA.

SECTION XIV.

Conflict of Interest

The Parties waive any actual or potential conflict of interest, in matters mutual in nature that may arise as a result of the shared status of Directors, Officers, trustees, employees or agents. All parties have access to independent legal counsel.

SECTION XV

Cancellation of Agreement

This Agreement, when executed by all Parties, supersedes and cancels the Joint Operating Committee Agreement executed among the Parties as of January 18, 2021.

[SIGNATURE PAGE FOLLOWING.]

The Joint Operating Committee Agreement dated February 8, 2024, is executed as of this 8th day of February, 2024.

NEBRASKA MUNICIPAL POWER POOL

By  _____
President


MUNICIPAL ENERGY AGENCY OF NEBRASKA

By  _____
Chairperson

NATIONAL PUBLIC GAS AGENCY

By  _____
Chairperson

PUBLIC ALLIANCE FOR COMMUNITY ENERGY

By  _____
Chairperson

K:\Legal\K\Misc\JTOPAGMT as amended 2024_Final

Unapproved Minutes
NMPP Energy Joint Operating Committee Meeting
Nebraska Municipal Power Pool
Municipal Energy Agency of Nebraska
National Public Gas Agency
Public Alliance for Community Energy
NMPP Energy Offices
8377 Glynoaks Dr, Lincoln, NE
November 5, 2025 – 10:00 a.m. (CT)

The NMPP Energy Joint Operating Committee (JOC) met on Wednesday, November 5, 2025, at the NMPP Energy offices, 8377 Glynoaks Dr, Lincoln, Nebraska. Notice of the meeting was given to committee representatives by email. The public was advised by publication in print and online in the *Lincoln Journal Star* newspaper and website on October 22, 2025, and on NMPP Energy’s Public Meeting Information website. The notice and agenda were posted upon issuance at the NMPP Energy office, the designated public meeting site, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. All documents considered at the meeting during open session and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Andrew Devine, Chairperson, called the meeting to order at 10:00 a.m. (CT). Devine announced that pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room. It was also announced that the meeting was being recorded.

Roll Call

Quorum was declared with 11 of the 12 representatives present.
Quorum = 6 representatives

Chris Anderson, NPGA	Bob Lockmon, NPGA
Chris DesPlanques, MEAN	Brent Nation, NPGA
Andrew Devine, ACE	Tom Ourada, MEAN
Ron Doggett, MEAN	Mike Palmer, ACE
Duane Hoffman, ACE	Jeremy Tarr, ACE
Matt Langhorst, MEAN	

Absent: Randy Woldt, NPGA

Public Comment

Chairperson Devine asked if there were members of the public in attendance who would like to make agenda comments. There were no public comments.

APPROVE MINUTES OF THE JUNE 4, 2025, MEETING

The meeting minutes were previously distributed to the JOC representatives and were also included in the meeting packet as Attachment A.

Motion Ron Doggett moved to approve the meeting minutes of June 4, 2025, as presented. Bob Lockmon seconded the motion which carried unanimously on roll call vote.

EXECUTIVE DIRECTOR/CEO REPORT

Bob Poehling, Executive Director, discussed recent trends in the power industry including a surge in electric demand due to hyperscale data centers. Meeting this growth is a major factor in recent utility mergers and acquisitions.

COMPENSATION STRUCTURE AND BENEFITS OF EMPLOYEES OF NEBRASKA MUNICIPAL POWER POOL

Samantha Parker, Director of Human Resources and Administration, provided a historical review of health insurance renewals. The 2026 medical insurance renewal reflects an estimated 8% premium increase. Based on current employee demographics and planned cost-sharing adjustments, Management anticipates the actual cost impact to the company will be less than the 8% renewal increase. However, if demographics shift throughout the year, the actual cost impact could be higher, reflecting the inherent variability of the ACA Community rate structure. Premium increases to Dental and Group Term Life have a combined dollar impact of ~ \$4,500. There is no premium increase to Vision, Long-Term Disability and Short-Term Disability policies.

EXECUTIVE DIRECTOR PAY RANGE

Parker noted the responsibility of the JOC to review and update the Executive Director pay range annually at each fall meeting. A copy of the Executive Director Compensation Policy was included in the packet as Attachment B.

Motion: Chris DesPlanques moved to go into closed session for the protection of needless injury to the reputation of the Executive Director and discuss the Executive Director's pay range. JOC Members, Bob Poehling and Samantha Parker may participate in the closed session. Ron Doggett seconded the motion which carried unanimously on roll call vote.

Chairperson Devine restated that the purpose of convening into closed session was to discuss the Executive Director's Pay Range.

At 10:22 a.m. the Joint Operating Committee entered closed session.

The meeting reconvened in open session at 10:52 a.m. with no action taken during the closed session.

Motion: Chris DesPlanques moved to adjust the pay range for the Executive Director position by 2.5%. Ron Doggett seconded the motion which carried unanimously on roll call vote.

FINANCIAL REPORT

Jamie Johnson, Director of Finance and Accounting, reviewed the financials for the fiscal year-to-date through August 2025 for the four (4) entities under the NMPP Energy umbrella, included in the meeting packet as Attachment C.

EXTERNAL AUDIT FIRM UPDATE

One of the duties of the Joint Operating Committee (JOC) noted in the JOC Agreement is to monitor the relationship with the external audit firm. Johnson discussed the multi-year proposed fees provided by the external audit firm beginning with the fiscal year ending March 31, 2027.

PROPOSED PAYROLL AND BENEFITS AND OTHER SHARED ADMINISTRATIVE AND GENERAL COSTS BUDGETED FOR FISCAL YEAR 2026-2027

Johnson noted the duty of the JOC to review, prior to the respective annual meetings, the annual payroll and benefits and other shared administrative and general costs budgeted for each of the Parties (NMPP, MEAN, NPGA, and ACE).

Johnson provided a budget timeline and reviewed a summary of the allocation of payroll and benefits, determination of building and equipment rent paid to MEAN, and allocation basis for reimbursement of services from NMPP by MEAN, NPGA, and ACE, reflected in the Administrative and General Costs Budgeted for Fiscal Year 2026-2027 (Attachment D).

ALLOCATION OF FISCAL YEAR 2026-2027 PAYROLL AND BENEFITS AND OTHER SHARED ADMINISTRATIVE AND GENERAL COSTS

In fulfilling the JOC's duty to determine the allocation of payroll and benefits and other shared administrative and general costs to be used as the basis for reimbursement for services rendered or resources utilized by a Party, the following motion was made.

Motion Ron Doggett made the following motion:

The Joint Operating Committee determines payroll & benefits should be recorded to NPGA and ACE, as presented, with the remaining actuals recorded to MEAN and directs staff to adjust the amounts for the impact of the final benefits budget if such amount is less than presented. The JOC recognizes adjustments may be made during the fiscal year if changes to organization operations occur.

The JOC determines building and equipment rent will be paid to MEAN by NPGA and ACE, as presented.

The JOC determines services from NMPP will be reimbursed by MEAN, NPGA, and ACE, allocated based on each company's share of the total budgeted payroll and benefits (90% MEAN, 5% NPGA, 5% ACE).

Chris DesPlanques seconded the motion which carried unanimously on roll call vote of the 10 directors present. Duane Hoffman was not present for the vote.

PROPOSED MEETING DATES FOR 2026

2026 meeting dates for the Joint Operating Committee are June 3rd and November 4th.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:28 a.m.

Recorded by:
Laurie Keiser
Administrative Assistant

Submitted by:
Brent Nation
Secretary

NMPP Energy
Balance Sheets

March 2026 - PRELIMINARY/Post MEAN May Board Meeting Action

	NMPP	MEAN	NPGA	ACE
Assets and Deferred Outflows of Resources				
Cash and cash equivalents	\$ 20,952	\$ 33,894,597	\$ 2,577,051	\$ 1,119,013
Investments (Short-term, Long-term & Restricted)	-	39,536,496	-	2,698,873
Accounts receivable	813,508	24,001,383	1,335,047	114,645
Gas in storage	-	-	617,162	-
Prepaid expenses and other	124,929	537,179	-	4,411
Productive capacity & lease assets, net & related operating assets	-	112,040,048	-	-
Capital and subscription assets, net	-	6,302,222	-	14,309
Costs recoverable from future billings	-	39,351,122	-	-
Deferred loss on refunding	-	4,126,089	-	-
Deferred costs for asset retirement obligation	-	521,720	-	-
Fair value of derivative investments	-	-	-	-
Deferred outflows from derivative instruments	-	-	529,000	-
Total assets & deferred outflows of resources	\$ 959,389	\$ 260,310,856	\$ 5,058,260	\$ 3,951,251
Liabilities and Deferred Inflows of Resources				
Accounts payable and accrued expenses	\$ 953,389	\$ 11,198,365	\$ 604,517	\$ 19,456
Storage deposits	-	-	738,000	-
Unearned revenue	6,000	-	-	-
Lease & subscription liabilities, net long-term debt, & interest payable	-	142,719,811	-	-
Asset retirement obligation	-	521,720	-	-
Deferred inflow - deferred revenue - rate stabilization	-	30,000,000	-	-
Deferred inflow - deferred gain on refunding	-	1,879,800	-	-
Fair value of derivative investments	-	-	529,000	-
Total liabilities and deferred inflows of resources	959,389	186,319,696	1,871,517	19,456
Net Assets (Deficit)/Net Position	-	73,991,160	3,186,743	3,931,795
Total liabilities, deferred inflows & net position	\$ 959,389	\$ 260,310,856	\$ 5,058,260	\$ 3,951,251


NMPP Energy

Statements of Revenues and Expenses

For the Fiscal Year Ended: March 2026 - PRELIMINARY/Post MEAN May Board Meeting Action

	NMPP*	MEAN	NPGA	ACE
Operating Revenues	\$ 102,114	\$ 145,347,711	\$ 7,589,360	\$ 1,050,000
Operating Expenses				
Commodity costs (electric energy & gas)	-	112,482,916	6,987,500	-
Administrative and general	105,369	13,160,460	578,945	648,415
Depreciation and amortization	-	9,478,206	-	9,492
Total operating expenses	105,369	135,121,582	7,566,445	657,907
Operating Income (Loss)	(3,255)	10,226,129	22,915	392,093
Nonoperating Revenues (Expenses)				
Net costs to be recovered in future periods	-	(162,445)	-	-
Investment return	3,255	2,765,649	98,260	152,487
Interest expense	-	(4,140,302)	-	-
Distribution to members	-	-	-	(400,000)
Net Revenue (Loss)	\$ -	\$ 8,689,031	\$ 121,175	\$ 144,580
Budgeted Net Revenue (Loss)	-	2,978,546	-	442,885
+/- Variance to Budget	\$ -	\$ 5,710,485	\$ 121,175	\$ (298,305)
Fiscal Year Budgeted Net Revenue (Loss)	\$ -	\$ 2,978,546	\$ -	\$ 442,885

* NMPP activity is shown net of payroll and benefits expense and related reimbursement.

	Revision No.	4.0
	Effective Date	November 2, 2022
Executive Director Annual Performance Evaluation Policy		Distribution Restriction: Public Document

Appendix B: Executive Director Annual Performance Evaluation Policy


The Boards of Directors of Nebraska Municipal Power Pool (NMPP), Municipal Energy Agency of Nebraska (MEAN), National Public Gas Agency (NPGA) and Public Alliance for Community Energy (ACE), have signed a Joint Operating Agreement that provides for sharing a joint staff. Each Board has representatives that sit on the Joint Operating Committee (JOC) to administer the Joint Operating Agreement on behalf of the four organizations. The JOC approves the employment contract and compensation of the Executive Director, and serves as the administrative body responsible for oversight of this joint position.

The Boards of Directors of NMPP, MEAN, NPGA, and ACE, jointly referred to as NMPP Energy, have delegated significant responsibility to the Executive Director. The Boards seek to attain excellence in their governance and service to members. An essential element of achieving that goal is the attraction and retention of an Executive Director to represent and manage the four organizations. The JOC recognizes that it has a duty to monitor and evaluate the Executive Director it has hired and has therefore adopted this policy outlining the way it will evaluate this position.

The performance of the four Boards, the JOC, and the Executive Director are closely linked. The Boards and the JOC have tremendous influence over the Executive Director’s ability to carry out assigned duties and strategic initiatives by its actions, or failures to act, to empower excellence in executive performance.

Purpose of Executive Director Performance Review

- Executive Director performance is a shared responsibility between the Boards, the JOC, and the Executive Director.
- The performance review process is part of fulfilling the Boards and JOC’s fiduciary duty.
- The performance review process is a means of assuring and enriching communication between the Boards, the JOC, and the Executive Director.
- The performance review is tied to the organizations’ strategic plans.
- The performance review gives the Executive Director clear understanding of expectations for performance and results, with goals and priorities determined in advance.
- The performance review process provides the Executive Director feedback on his or her performance, identifies areas of strength and where improvement may be needed.
- The performance review process provides early warning if something is going off track in the relationship with the Executive Director or if expectations are changing.
- The performance review provides a basis for adjusting compensation and other contract terms and conditions for the Executive Director.

	Revision No.	4.0
	Effective Date	November 2, 2022
Executive Director Annual Performance Evaluation Policy		Distribution Restriction: Public Document

The JOC will work with NMPP Human Resources to develop the process, methods, and criteria for conducting the annual evaluation of the Executive Director and acknowledges this is unique to the Executive Director position and may not necessarily be the same as that used for other staff of NMPP.

All JOC members are to participate in the evaluation by collaborating with the Executive Director to discuss goals tied to each of their respective organizations' strategic plans and completing an annual evaluation form for the Executive Director and the Board they represent on the JOC. The Chair of the JOC is responsible for leading the evaluation process for the Executive Director and ensuring its completion each year.

Revision History

Version	Effective Date	Description of Revision
1.0	November 5, 2014	Adoption of policy
2.0	May 31, 2017	Revised
3.0	November 7, 2018	Revised #3 to reflect "360" type feedback every year rather than every other year.
4.0	November 2, 2022	Revised the policy to note the JOC works with NMPP Human Resources on the process, method and criteria. Also removed the Procedure section from the Policy document.

	Revision No.	2.0
	Effective Date	June 5, 2024
Executive Director Compensation Policy		Distribution Restriction: Public Document

Appendix C: Executive Director Compensation Policy

The Boards of Directors of Nebraska Municipal Power Pool (NMPP), Municipal Energy Agency of Nebraska (MEAN), National Public Gas Agency (NPGA) and Public Alliance for Community Energy (ACE), have signed a Joint Operating Committee Agreement (JOC Agreement) that provides for sharing a joint staff. The Joint Operating Committee (JOC) administers the JOC Agreement on behalf of the four organizations. The JOC approves the employment contract and compensation of the Executive Director and serves as the administrative body responsible for oversight of this joint position.

The Boards of Directors of NMPP, MEAN, NPGA, and ACE, jointly referred to as NMPP Energy, have delegated significant responsibility to the Executive Director. The Boards seek to attain excellence in their governance and service to members. An essential element of achieving that goal is the attraction and retention of an Executive Director to represent and manage the four organizations. The JOC desires to provide a fair and reasonable compensation to the Executive Director that will make the organization competitive in the market for talent and has therefore adopted this policy outlining the way it will evaluate and determine compensation.

Prior to the fall meeting of the JOC (typically in November), NMPP Human Resources staff will obtain research and information that documents compensation levels for similarly qualified individuals in comparable positions at similar organizations. This data may include the following:

1. Salary and benefit compensation studies by independent sources;
2. Documented telephone calls about similar positions at both nonprofit and for-profit organizations; and
3. Other publicly available compensation information.
4. Pay range movement in the marketplace

The JOC may, at its discretion, engage the services of an independent consultant to gather this salary and benefit information.

Determining the Pay Range

Based on comparable compensation information, the JOC will establish a competitive pay range for the Executive Director position. The JOC strives to establish a market-based “Guide Rate” for the position based on comparable positions as determined by the JOC, with a range minimum that is 20% below Guide Rate, and a maximum that is 20% above Guide Rate. The JOC will evaluate and vote annually at its fall meeting on any adjustments to the pay range based on pay range movement in the marketplace.

	Revision No.	2.0
	Effective Date	June 5, 2024
Executive Director Compensation Policy		Distribution Restriction: Public Document

Determining Executive Director Pay

Prior to its spring meeting each year (typically in May/June), NMPP Human Resources staff will provide to the JOC:

- The Executive Director’s current pay, effective date, current pay range, and calculation of position within the pay range relative to Guide Rate.
- If any variable compensation will likely be paid to staff, a report detailing similar compensation amounts for the Executive Director.

The JOC will evaluate and vote annually at its spring meeting on any adjustments to the Executive Director’s base pay with a retroactive effective date of April 1. The JOC will also evaluate and vote on any variable amounts to be paid to the Executive Director.

The Chair of the JOC will prepare a written report summarizing the actions of the JOC relative to base pay, variable pay, amounts, and effective dates. The report will be provided to the Executive Director and NMPP Human Resources to become a part of the official personnel file of the Executive Director.

Version	Effective Date	Description of Revision
1.0	November 5, 2014	Adoption of policy
2.0	June 5, 2024	Updated language consistent with revisions to JOC agreement, revised the provision of information by NMPP Human Resources rather than a specific position, and language updates to variable compensation section in line with current practice.