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TELECOMMUNICATIONS  
ENGINEER  
RANDALL D. YOUNG  
WRITERS DIRECT ACCESS

January 3, 2001

Via Overnight Delivery

Federal Communications Commission  
1270 Fairfield Road  
Gettysburg, Pennsylvania 17325

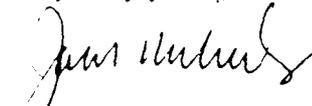
Re: Midplains Energy Services Alliance, LLC  
FCC Form 602, Ownership Disclosure Information

Dear Sir/Madam:

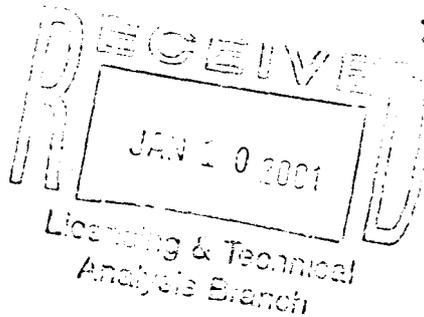
Transmitted herewith, on behalf of Midplains Energy Services Alliance, LLC ("Midplains"), and in accordance with Section 1.9 19 (b)(1) of the Commission's Rules is a completed FCC Form 602 and attachments. The information presented on the Form 602 and Exhibits is the most current regarding Midplains ownership.

The Commission is requested to communicate directly with the undersigned should any questions arise regarding this filing.

Very truly yours,

  
Jack Richards

Enclosure



(202) 434-42 10  
richards@khlaw.com

**Applicant/Licensee Information**

1) First Name (if individual)	MI	Last Name	Suffix
2) Applicant Name (if entity): Mid-Plains Energy Services Alliance, LLC			3) Applica

**Related FCC Regulated Businesses of Applicant/Licensee**

4a) Name and address of all FCC Regulated Businesses owned by Applicant/Licensee (use additional sheets, if necessary)	4b) Principal Business:	4c) TIN	4d) Percent of Interest Held

**Signature**

5) Typed or Printed Name of Party Authorized to Sign

First Name <i>Edward</i>	MI A	Last Name <i>Schroeder</i>	Suffix:
Title: <i>Chairman</i>			
Signature: <i>Edward Schroeder</i>		Date: <i>11/28/02</i>	

Failure To Sign This Application May Result In Dismissal Of The Application And Forfeiture Of Any Fees Paid

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)). AND/OR FORFEITURE (U.S. Code, Title 17, Section 503).

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable Interest holders)

1) Disclosable Interest Holders First Name (if individual)	MI	Last Name	Suffix
2) Disclosable Interest Holder's Name (if entity)			Holder's TIN
MIDPLAINS ENERGY SERVICES			
4) Disclosable Interest Holder's Address: c/o Nebraska Electric G & T Coop Post Office Box 548			
5) Type of Interest in Applicant ( D ) (refer to Instructions for list)	6) Disclosable Interest Holder is a(n). ( M ) (refer to instructions for list of codes),	7) Percent of Interest Held in Applicant: 100%	
8) Disclosable Interest Holder's Type of Ownership (refer to instructions for list)		9) Disclosable Interest Holders Country of Citizenship	
10) Relationship Description (if the disclosable Interest holder is an indirect owner list path of ownership from indirect owner to the applicant)			

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

11a) Name and address of all FCC Regulated Businesses owned by Disclosable Interest Holder listed in #3 (use additional sheets if necessary)	11b) Principal Business	11c) TIN	11d) Percent of Interest Held

## Midplains Energy Services Alliance, LLC

2472 -18<sup>th</sup> Avenue • P.O. Box 548

Columbus, NE 68602-0548

Phone: 402/564-8142 • Fax: 402/563-4272

December 20, 2000

Per our telephone conversation, the following are the members of the Midplains Energy Services Alliance, LLC (MESA), along with their addresses.

<i>Member</i>	<i>Address</i>
Burt County Public Power District	P.O. Box 209, Tekamah, NE 68081
Butler Public Power District	P O Box 349, David City, NE 68632
Cedar-Knox Public Power District	P.O. Box 947, Hatting-ton, NE 68739
Comhusker Public Power District	P.O. Box 9, Columbus, NE 68602-0009
Cuming County Public Power District	500 S Main Street, West Point, NE 68788
Daw son Public Power District	P.O. Box 777, Lexington, NE 68850
Elkhorn Rural Public Power District	P O Box 3 10, Battle Creek, NE 68715
Howard Greeley Rural Public Power District	P.O. Box 105, St. Paul, NE 68873
K-B-R Rural Public Power District	P O. Box 187, Ainsworth, NE 692 10
Loup Valleys Rural Public Power District	P.O. Box 166, Ord, NE 68862
North Central Public Power District	P.O. Box 90, Creighton, NE 68729
Northeast Nebraska Public Power District	P.O. Box 350, Wayne, NE 68787
Perennial Public Power District	P.O. Box 219, York, NE 68467
Polk County Rural Public Power District	P O Box 465, Stromsburg, NE 68666
Seward County Rural Public Power District	P O Box 69, Seward, NE 68434
South Central Public Power District	P O. Box 406, Nelson, NE 68961
Southern Nebraska Rural Public Power District	P.O. Box 1687, Grand Island, NE 68802
Southwest Public Power District	P.O. Box 289, Palisade, NE 69040
Stanton County Public Power District	P.O. Box 3 19, Stanton, NE 68779
Twin Valleys Public Power District	P.O. Box 160, Cambridge, NE 69022
Wheat Belt Power	P.O. Box 177, Sidney, NE 69162

Although MESA would be the entity holding the licenses and the above list contains **all MESA** members, only those **members** of MESA involved in the Communication Project would have rights or **obligations** to the license under the Participation Agreement-Midplains **Energy Services Alliance** Communication **Project** (copy attached). The following are Participating Members of this Communication Project

<i>Member</i>	<i>Address</i>
Burt County Public Power District	P.O. Box 209, <b>Tekamah</b> , NE 68061
Cedar-Knox Public Power District	<b>P.O</b> BOX 947, <b>Hartington</b> , NE 68739
Cuming County <b>Public</b> Power District	500 S. Main Street, West Point, <b>NE</b> 68788
<b>Elk</b> horn Rural Public Power District	P.O. Box 310, Battle Creek, <b>NE</b> 68715
North Central Public Power District	P O. Box 90, Creighton, NE 68729
Northeast Nebraska Public Power District	P.O. Box 350, Wayne, NE 68787
South Central Public Power District	P.O. Box 406, Nelson, NE 68961
Southwest Public Power District	P.O. Box 289, Palisade, NE 69040
Stanton County Public Power District	P O Box 3 19, Stanton, NE 68779
Wheat <b>Belt</b> Public Power District	P.O. Box 177, Sidney, NE 69162

If you have questions or comments, please give me a call. Note that **Midplains** is one word

Sincerely,



Clint Johannes

CJ:psb

Enc

cc Tom Maul  
Ed Schroeder

**PARTICIPATION AGREEMENT**  
**Midplains Energy Services Alliance**  
**COMMUNICATION PROJECT**

**THIS PARTICIPATION AGREEMENT** is made and entered into effective as of May 14, 1999 by and among Midplains Energy Services Alliance, LLC. (the "Company"), and each of the members of the Company which execute this Agreement (collectively, the "Participating Members").

**WHEREAS**, the Company was formed to facilitate involvement by the members in various projects to improve their operating efficiencies; and

**WHEREAS**, the Company has determined that combining to purchase certain 220 MHz radio frequencies would help improve their efficiencies; and

**WHEREAS**, certain members of the Company wish to become Participating Members in a Communication Project; and

**WHEREAS**, each of the Participating Members is a member of the Company and is willing to commit to fund a proportionate share of the funding commitment of the Communication Project.

**NOW, THEREFORE**, in consideration of the terms, conditions and obligations of the Company and the Participating Members in this Agreement, and in accordance with the Operating Agreement of the Company, the Company and each of the Participating Members agrees as follows:

1. **Project Committee.** Decisions concerning the administration of the rights and obligations under this Participation Agreement and the handling of funds in the Project Account shall be made by a "Project Committee." The Project Committee shall be composed of those directors of the Company representing each of the Participating Members. All decisions made by the Project Committee shall be decided by a vote of a majority of the members of the Project Committee except that, if any member of the Project Committee so requests at any time before any vote by the members of the Project Committee on any matter, (a) voting by the members of the Project Committee on that matter shall be based on the pro-rata funding commitment of the Participating Member which appointed that member of the Project Committee, and (b) the matter shall be decided by a majority of the pro-rata voting power of the members of the Project Committee (rather than by a majority of the members of the Project Committee). The Project Committee shall establish its own method of organization, i.e., chairman, secretary or other officers and committees.
  
2. **Funding Commitment.** Each Participating Member agrees to fund for each calendar year during the term of this Agreement such Participating Member's pro-rata share of the total funding commitment of the Communication Project. The amount of funding shall be as established by the Project Committee

4. **Project Operations.** All operations of the Communication Project shall be as established by the Project Committee.

5. **Term of Agreement.** This Agreement will become effective once it has been executed by the Company and each of the Participating Members, and shall remain in effect until the Participating Members, through the Project Committee, determine it should be terminated.

6. **Hold Harmless.** The Participating Members of the Communication Project agree to indemnify and hold harmless other members of the LLC not participating in this Project against all expenses, claims, damages or liabilities to or for which the Participating Members may become subject as a result of this project and shall reimburse the nonparticipating LLC members for any legal or other expenses incurred by them in connection with investigating or defending against any claims or actions arising out of this particular project.

7. **Miscellaneous Provisions:**

(a) **Assignment.** Neither the Company nor any Participating Member may assign this Agreement without the prior written consent of the other parties.

(b) **Waiver of Breach.** No waiver of breach of any of the agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provisions of this Agreement.

(c) **Successors and Assigns.** Subject to the provision of this Agreement, all of the terms, covenants and conditions of this Agreement shall inure to the benefit of and shall bind the parties hereto and their permitted successors and assigns.

(d) **Amendments.** The provisions of this Agreement may be modified or amended, but only if the modification or amendment is in writing and is signed by each party affected thereby.

(e) **Nebraska Law.** This Agreement shall be construed in accordance with and governed by the law of the State of Nebraska.

(f) **Separate Entities.** The Company and each Participating Member is a separate entity, and nothing in this Agreement shall be construed to create or imply any partnership or joint venture among the parties or any of them, or to create any rights or liabilities of any party hereto for rights or liabilities of any other party hereto, except to the extent otherwise expressly provided herein or in any other agreement between the parties.

(g) **Authorization.** Each Participating Member, by signing this Agreement, represents that its board of directors or governing body has approved its execution of this Agreement and its participation in the Project.

IS WITNESS WHEREOF, the parties herero have executed this Agreement:

Midplains Energy Services Alliance, LLC

By *P. S. Little*  
\_\_\_\_\_

**PARTICIPATING MEMBERS:**

BURT COUNTY PUBLIC POWER DISTRICT

By *Richard E. Fox*  
Its *General Manager*

CEDAR-KNOX PUBLIC POWER DISTRICT

By *Thomas L. Finley*  
Its *General Manager*

CUMING COUNTY PUBLIC POWER DISTRICT

By *Quay Moore*  
Its *General Manager*

ELKHORN RURAL PUBLIC POWER DISTRICT

By *Tommy Carr*  
Its *mgr*

NORTH CENTRAL PUBLIC POWER DISTRICT

By *Kevin L. Hays*  
Its *General Manager*

NORTHEAST NEBRASKA PUBLIC POWER DISTRICT

By *Sharon R. Schaefer*  
Its *General Manager*

SOUTH CENTRAL PUBLIC POWER DISTRICT

By *Mark S. ...*  
Its *General Manager*

SOUTHWEST PUBLIC POWER DISTRICT

By [Signature]  
Its General Manager

STANTON COUNTY PUBLIC POWER DISTRICT

By [Signature]  
Its General Manager

WHEAT BELT PUBLIC POWER DISTRICT

By [Signature]  
Its GM