



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-5

**#2015-133 - Approving Certificate of Participant Form for
PPGA/Whelan Energy Center Unit 2 Revenue Refunding Bonds,
2015 Series A**

Staff Contact: Tim Luchsinger, Robert Sivick

Council Agenda Memo

From: Robert Sivick, City Attorney
Timothy Luchsinger, Utilities Director

Meeting: May 26, 2015

Subject: Public Power Generation Agency - Whelan Energy Center
Unit 2 Revenue Refunding Bonds – *Bond Purchase Contract*

Item #'s: G-5

Presenter(s): Tim Luchsinger, Utilities Director

Background

Grand Island is a participant in the Public Power Generating Agency (PPGA) which is a group of public power utilities organized under the Interlocal Agreement provisions of state law for the construction and operation of the coal fired power plant located in Hastings, Whelan Energy Center (WEC) 2. The PPGA Board of Directors recently approved the issuance of bonds to refund the original revenue bonds issued in 2007 to take advantage of the current bond market and interest rates.

Discussion

As part of the bond issuance, each participant is required to execute a Certificate of Participant. This resolution would authorize execution of this document by the Mayor.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Certificate of Participant for the PPGA/Whelan Energy Center Unit 2 Revenue Refunding Bonds 2015 Series A be approved by Council for execution by the Mayor.

Sample Motion

Motion to approve that the Certificate of Participant for the PPGA/Whelan Energy Center Unit 2 Revenue Refunding Bonds 2015 Series A be approved by Council for execution by the Mayor.

PUBLIC POWER GENERATION AGENCY

\$187,345,000

**WHELAN ENERGY CENTER UNIT 2 REVENUE REFUNDING BONDS
2015 SERIES A**

BOND PURCHASE CONTRACT

April 28, 2015

Board of Directors
Public Power Generation Agency
c/o Managing Agent
8377 Glynoaks Drive
Lincoln, Nebraska 68516

Dear Sirs:

The undersigned Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Representative (the “*Representative*”) of the underwriters listed below (collectively, the “*Underwriters*”), offers to enter into this Bond Purchase Contract (the “*Purchase Contract*”) with the Public Power Generation Agency (“*PPGA*”) which, upon PPGA’s acceptance of this offer, will be binding upon PPGA and upon the Underwriters. This offer is made subject to PPGA’s written acceptance hereof on or before 10:00 p.m., Nebraska time, on the date written above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to PPGA by the Representative at any time prior to the acceptance hereof by PPGA.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Official Statement (defined below).

1. *Purchase and Sale.* (a) Upon and subject to the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby jointly and severally agree to purchase from PPGA, and PPGA hereby agrees to sell and deliver for the account of the Underwriters, an aggregate of \$187,345,000 principal amount of Public Power Generation Agency Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A (the “*Bonds*”). The Bonds shall be dated as of their date of original issuance and delivery, and shall have the maturities and bear interest at the rates per annum shown on the inside front cover of the Official Statement. Interest on the Bonds will accrue from their date and will be payable semiannually on each January 1 and July 1, beginning July 1, 2015. The Bonds are subject to optional redemption prior to maturity as provided in the Resolution.

(b) The purchase price for the Bonds shall be \$214,893,721.60 (representing the principal amount of the Bonds, less Underwriters’ discount of \$378,715.35, plus original offering

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premium of \$27,927,436.95) (the “*Purchase Price*”). Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery is referred to herein as the “*Closing*”.

(c) It shall be a condition to PPGA’s obligation to sell and to deliver the Bonds to the Underwriters that the entire authorized principal amount of the Bonds shall be purchased, accepted and paid for by the Underwriters at the Closing. It shall be a condition to the Underwriters’ obligation to purchase, to accept delivery of and to pay for the Bonds, that the entire authorized principal amount of the Bonds shall be issued, sold and delivered by PPGA at the Closing.

(d) PPGA acknowledges and agrees that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between PPGA and the Underwriters and the Underwriters have financial and other interests that differ from those of PPGA; (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to PPGA and have not assumed any advisory or fiduciary responsibility to PPGA with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to PPGA on other matters); (iii) the only contractual obligations the Underwriters have to PPGA with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (iv) PPGA has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. *Official Statement; Compliance with Rule 15c2-12.* (a) PPGA hereby confirms that it has “deemed final” as of its date the Preliminary Official Statement dated April 16, 2015 relating to the Bonds (the “*Preliminary Official Statement*”) for purposes of paragraph (b)(1) of Rule 15c2-12 (“*Rule 15c2-12*”) of the Securities and Exchange Commission (the “*SEC*”), except for the omission of only such material as is permitted by such paragraph.

(b) As promptly as practicable after the execution of this Purchase Contract (but not later than the earlier of (i) seven (7) business days from the date hereof and (ii) two (2) business days before the date of Closing), PPGA shall prepare and deliver to the Representative a final Official Statement of PPGA relating to the Bonds executed by the Chair of PPGA, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect incorporation of information permitted to be omitted from the Preliminary Official Statement pursuant to paragraph (b)(1) of Rule 15c2-12 (said document, including its cover page and Appendices, is herein called the “*Official Statement*”) and as many printed, conformed copies of the Official Statement as the Representative shall advise PPGA are necessary to permit the Underwriters to comply with the requirements of Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (“*MSRB*”) and Rule 15c2-12.

(c) The Underwriters agree to file a copy of the Official Statement, including any amendments or supplements thereto prepared by PPGA, with the MSRB on its Electronic Municipal Markets Access system. PPGA agrees to deliver to the Underwriters an electronic

copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the SEC.

(d) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Contract to and including the date which is 25 days following the End of the Underwriting Period (defined below), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of PPGA or counsel to the Underwriters, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to PPGA or any Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, PPGA will, at its expense, supplement or amend the Official Statement in such a manner and form reasonably acceptable to the Representative so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriters in such numbers as the Representative may reasonably request. PPGA and the Underwriters agree that they will cooperate in the preparation of any such amendment or supplement.

(e) For purposes of this Purchase Contract, the "End of the Underwriting Period" shall mean the day of the Closing, or, if PPGA has been notified in writing by the Representative, on or prior to the date of the Closing, that the "End of the Underwriting Period" within the meaning of Rule 15c2-12 will not occur on the date of the Closing, such later date on which the "End of the Underwriting Period" within such meaning has in fact occurred. In the event that PPGA has been given notice pursuant to the preceding sentence that the "End of the Underwriting Period" will not occur on the date of the Closing, the Representative agrees to notify PPGA in writing of the date it does occur as soon as practicable following the "End of the Underwriting Period" for all purposes of Rule 15c2-12; *provided, however*, that if the Representative has not otherwise so notified PPGA of the "End of the Underwriting Period" by the 180th day after the Closing, then the "End of the Underwriting Period" shall be deemed to occur on such 180th day unless otherwise agreed to by PPGA.

(f) Any three times prior to and including 25 days following the Closing, any Underwriter may request, and, if such request is made, PPGA shall deliver to the Underwriters as soon as practicable thereafter, a certificate of PPGA signed by the Chair of PPGA in the form set forth as *Exhibit F* hereto, dated a date (and speaking as of such date) not earlier than the date of such request.

(g) In connection with any amendments or supplements to the Official Statement that are made pursuant to Section 2(d) hereof, the Representative may request and PPGA agrees that

it will provide at its own expense such additional certificates and opinions of counsel as the Representative shall reasonably deem necessary to evidence the accuracy or completeness of such amendment or supplement.

(h) In order to enable the Underwriters to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, PPGA covenants and agrees that it will on or prior to the date of the Closing execute and deliver its Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as APPENDIX D to the Official Statement (the “*Continuing Disclosure Undertaking*”).

To promote future compliance with its undertakings entered into pursuant to Rule 15c2-12, PPGA has executed a Dissemination Agent Appointment, dated February 9, 2015 (the “*Dissemination Agent Agreement*”), with Wells Fargo Bank, N.A., as dissemination agent, and adopted, on March 23, 2015, a Continuing Disclosure Controls and Procedures Policy (the “*Policy*”), copies of which have been previously provided to the Underwriters.

3. *The Bonds and the Resolution.* (a) The Bonds shall be issued and secured under, shall be as described in, shall have the terms and provisions and shall be payable as provided in, the Whelan Energy Center Unit 2 General Revenue Bond Resolution adopted by the Board of Directors of PPGA on January 4, 2007, as previously supplemented (the “*General Resolution*”), as further supplemented by the Third Supplemental Whelan Energy Center Unit 2 Revenue Bond Resolution adopted by the Board of Directors of PPGA on March 23, 2015, including as part thereof the Certificate of Determination to be dated the date of the Closing (the “*Supplemental Resolution*” and, together with the General Resolution, the “*Resolution*”). Wells Fargo Bank, N.A., is the trustee, registrar and paying agent under the Resolution (the “*Trustee*”).

(b) The Bonds are being issued by PPGA to refund a portion of its outstanding Whelan Energy Center Unit 2 Revenue Bonds, 2007 Series A (the “*Refunded Bonds*,” as defined in the Supplemental Resolution), which were issued to finance a portion of the cost of acquisition and construction of the Whelan Energy Center 2 Project, a nominally rated 220 MW coal-fired electric generating facility and associated facilities located at the Whelan Energy Center in Hastings, Nebraska (the “*Project*”). Proceeds from the sale of the Bonds and other available moneys will also fund the Debt Service Reserve Account for the Bonds and certain bonds previously issued, if necessary, and will also pay costs of issuance of the Bonds.

(c) Pursuant to five separate Amended and Restated Participation Agreements, dated as of October 5, 2006 (collectively, the “*Participation Agreements*”), between PPGA and the Board of Public Works of the City of Hastings, Nebraska, the City of Grand Island, Nebraska, the City of Nebraska City, Nebraska, Municipal Energy Agency of Nebraska and Heartland Consumers Power District, each of which is a member of PPGA (the “*Participants*”), PPGA has agreed to acquire and construct the Project, and the Participants have agreed to purchase their respective Entitlement Shares of the capacity and associated energy of the Projects. Payments made by the Participants pursuant to their respective Participation Agreements constitute the principal source of Revenues pledged by PPGA pursuant to the Resolution for payment of the Bonds.

4. *Offering.* The Underwriters agree to make an initial public offering of all of the Bonds at not in excess of the initial public offering prices or less than the yields set forth on the inside front cover of the Official Statement. The Underwriters may overallot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. In addition, the Underwriters reserve the right to offer Bonds not sold at such initial public offering prices at such higher or lower prices as they in their sole discretion determine, including to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters.

5. *Use of Documents.* PPGA hereby ratifies the use of the Preliminary Official Statement and authorizes the use by the Underwriters of the Purchase Contract, the Participation Agreements, the Resolution, the Official Statement (including any supplements or amendments thereto), the Dissemination Agent Agreement, the Policy and the information therein contained in connection with the public offering and sale of the Bonds.

6. *Representations, Warranties and Agreements.* PPGA hereby represents, warrants and agrees as follows:

(a) PPGA is a joint entity and a public body corporate and politic of the State of Nebraska validly existing and duly created pursuant to the Interlocal Cooperation Act, Sections 13-801 through 13-827, Reissue Revised Statutes of Nebraska, 2007, as amended (the “Act”), and the Public Power Generation Agency Interlocal Agreement, dated as of September 1, 2005, by and among the Participants pursuant to the provisions of the Act (as amended and supplemented, the “*Interlocal Agreement*”);

(b) The five entities listed as the Participants of PPGA in the Official Statement constitute all of the Participants and all of the members of PPGA under the Act, and the governing body of each of the Participants has adopted a resolution or ordinance providing for its participation in PPGA and has executed the Interlocal Agreement;

(c) PPGA has full legal right, power and authority to enter into the Participation Agreement between PPGA and each of the Participants;

(d) The Participation Agreements were duly entered into by PPGA and the Participants and constitute legal, valid and binding obligations of PPGA and the Participants, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(e) PPGA received a Certificate of Approval for the Project from the Nebraska Power Review Board which is in full force and effect and has not been modified, rescinded, repealed, amended or supplemented;

(f) PPGA has full legal right, power and authority to: (i) enter into and perform its obligations under this Purchase Contract, the Participation Agreements, the Project Agreements (as defined in the Participation Agreements), the 2015A Escrow Deposit Agreement, dated the day of the Closing (the "*Escrow Agreement*"), between PPGA and Wells Fargo Bank, N.A. as trustee, and the Continuing Disclosure Undertaking; (ii) adopt the Resolution; (iii) collect and pledge the Revenues (as defined in the Resolution) to secure payment of the Bonds pursuant to the Resolution; (iv) sell, issue and deliver the Bonds to the Underwriters as provided herein; and (v) carry out and consummate the transactions contemplated by this Purchase Contract, the Resolution, the Official Statement, the Participation Agreements and the Project Agreements;

(g) By all necessary official action, PPGA has duly adopted the Resolution, has duly authorized and approved the Preliminary Official Statement and the Official Statement and the delivery to and use of each thereof by the Underwriters, has duly authorized and approved the execution and delivery of, and the performance by PPGA of the obligations in connection with the issuance of the Bonds on its part contained in, the Bonds, the Resolution, the Participation Agreements and the Project Agreements and the consummation by it of all other transactions contemplated by the Participation Agreements and the Project Agreements in connection with the issuance of the Bonds; the Resolution, this Purchase Contract, the Continuing Disclosure Undertaking, the Escrow Agreement, the Participation Agreements and the Project Agreements constitute or will, when executed and delivered, constitute legal, valid and binding obligations of PPGA, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and the Bonds, when issued, authenticated and delivered for the account of the Underwriters in accordance with the Resolution and this Purchase Contract, will constitute legal, valid and binding obligations of PPGA which are entitled to the benefits and security of the Resolution and are enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(h) PPGA is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States, including the Act, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which PPGA is a party or to which PPGA or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument; and the execution and delivery of the Bonds, the Participation Agreements and the Project Agreements and the adoption of the Resolution and compliance with the provisions on PPGA's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument

to which PPGA is a party or to which PPGA or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of PPGA or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution;

(i) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter that are required for the operation of the Project and the issuance of the Bonds, or the due authorization of which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by PPGA of its obligations in connection with the issuance of the Bonds under this Purchase Contract and the Resolution, have been duly obtained, except that PPGA makes no representation as to such approvals, consents and orders as may be required under the blue sky or securities laws of any state in connection with the offering and sale of the Bonds; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by PPGA of its respective obligations under the Resolution, the Participation Agreements and the Project Agreements, have been duly obtained;

(j) The Bonds, when issued, will conform to the description thereof contained in the Official Statement under the caption "THE 2015 SERIES A BONDS"; the Resolution conforms to the summaries thereof contained in the Official Statement under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION" in APPENDIX C to the Official Statement; the Participation Agreements conform to the summary thereof contained in the Official Statement under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Participation Agreements"; the Project conforms to the summary thereof contained in the Official Statement under the caption "THE PROJECT"; and the Continuing Disclosure Undertaking will be in substantially the form attached as APPENDIX D to the Official Statement;

(k) The Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein, will be validly issued and outstanding obligations of PPGA, entitled to the benefits of the Resolution; and upon such issuance, authentication and delivery, the Resolution will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and lien on the proceeds of the sale of the Bonds, the Revenues, and the funds pledged under the Resolution, subject only to the provisions of the Resolution permitting the application thereof on the terms and conditions set forth in the Resolution;

(l) Between the date of this Purchase Contract and the date of the Closing, PPGA will not, without the prior written consent of the Representative, offer or issue any

bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, in either case, except in the course of normal business operations of PPGA or except for such borrowings as may be described in or contemplated by the Official Statement;

(m) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officer of PPGA executing this Purchase Contract, threatened against PPGA (nor to the best knowledge of such officer, without having made any inquiry or investigation, is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Participant), (i) affecting the corporate existence of PPGA or the titles of its officers to their respective offices, or (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues, and the funds and accounts pledged or to be pledged pursuant to the Resolution to pay the principal of and interest on the Bonds, or the pledge of and lien of the Resolution, or the application of the proceeds of the Bonds, or (iii) contesting or affecting as to PPGA the validity or enforceability of the Act, the Interlocal Agreement, the Bonds, the Resolution, the Participation Agreements, this Purchase Contract, the Continuing Disclosure Undertaking or the Escrow Agreement, or (iv) contesting the tax-exempt status of interest on the Bonds, or (v) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, (vi) contesting the powers of PPGA or any authority for the issuance of the Bonds, the adoption of the Resolution, or the execution and delivery by PPGA of the Participation Agreements, or (vii) which, if adversely determined, could materially adversely affect the financial position or operating condition of PPGA or the transactions contemplated by the Official Statement; nor, to the best knowledge of the officer of PPGA executing this Purchase Contract, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability as to PPGA of the Act or the Interlocal Agreement, or the authorization, execution, delivery or performance by PPGA of the Bonds, the Resolution, the Participation Agreements or any of the transactions or agreements contemplated thereby. PPGA shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(n) The financial statements of PPGA for the years ended December 31, 2014 and 2013 as set forth in the Official Statement fairly represent the financial position and results of operation of PPGA as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has been no material adverse change in the financial condition of PPGA or in its operations since December 31, 2014, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such change. PPGA has not incurred since December 31, 2014, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(o) Except as described in the Official Statement, within the last five years PPGA has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to Rule 15c2-12;

(p) PPGA will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; *provided, however*, that PPGA shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(q) As of the date thereof and hereof, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(r) At the time of PPGA's acceptance hereof, the Official Statement did not and, at all times subsequent thereto up to and including the date of the Closing (except for a brief period between any change in any relevant circumstance and the timely amendment or supplement of the Official Statement to reflect such change), the Official Statement (as the same may be supplemented or amended pursuant to Section 2(d) hereof) will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(s) If the Official Statement is supplemented or amended pursuant to Section 2(d) hereof, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the Closing (except for a brief period between any change in any relevant circumstance and the timely amendment or supplement of the Official Statement to reflect such change), the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(t) Any certificates executed by any officer of PPGA and delivered to the Underwriters pursuant to or in connection with this Purchase Contract shall be deemed a representation and warranty of PPGA as to the accuracy of the statements therein made.

7. *Closing.* At 11:00 a.m., Eastern Time, on May 28, 2015, or at such later date as may be mutually agreed upon by PPGA and the Representative, PPGA will, subject to the terms and conditions hereof: (i) deliver one duly executed and authenticated bond for each maturity of the Bonds, registered in the name of Cede & Co., to the Trustee, as FAST agent for The

Depository Trust Company (“DTC”), for the account of the Underwriters; and (ii) deliver to the Representative on behalf of the Underwriters the other documents hereinafter mentioned. Subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the Bonds, as set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee. Delivery and payment as aforesaid shall be made at the offices of Hawkins Delafield & Wood LLP in New York, New York, or such other place as shall have been mutually agreed upon by PPGA and the Representative. The Bonds shall be made available to the Underwriters at least one (1) business day before the Closing for purposes of inspection.

8. *Closing Conditions.* The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of PPGA contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by PPGA of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by PPGA of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of PPGA contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Interlocal Agreement, the Resolution, the Participation Agreements, the Project Agreements, the Escrow Agreement and the Continuing Disclosure Undertaking shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) At the time of the Closing, all official action of PPGA and of the other parties thereto relating to the Bonds, the Resolution, and the transactions and agreements contemplated thereby shall be in full force and effect in accordance with their respective terms and shall not, in the opinion of the Representative, have been amended, modified or supplemented in any materially adverse respect;

(d) At the time of the Closing, there shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of PPGA, as all the foregoing matters are described in the Official Statement; and

(e) At or prior to the Closing, the Representative shall have received on behalf of the Underwriters copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of PPGA by the Chair of its Board of Directors;

(2) The Resolution, certified by the Chair of the Board of Directors of PPGA or Secretary of PPGA as having been duly adopted by PPGA and as being in effect, with only such supplements or amendments as may have been agreed to by the Representative;

(3) An opinion, dated the date of Closing and addressed to PPGA, of Hawkins Delafield & Wood LLP, bond counsel for PPGA (“*Bond Counsel*”), in substantially the form included in the Official Statement as APPENDIX E, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that such opinion addressed to PPGA may be relied upon by the Underwriters to the same extent as if addressed to them;

(4) An opinion, dated the date of the Closing and addressed to the Underwriters, of Bond Counsel, in substantially the form attached hereto as *Exhibit A*

(5) An opinion, dated the date of Closing and addressed to the Underwriters, of Woods & Aitken LLP, counsel to PPGA, in substantially the form attached hereto as *Exhibit B*;

(6) An opinion, dated the date of the Closing and addressed to the Underwriters, of counsel to each of the Participants, in substantially the form attached hereto as *Exhibit C*;

(7) A certificate, dated the date of Closing, of each of the Participants in substantially the forms attached hereto as *Exhibit D*;

(8) A certificate, dated the date of the Closing, signed by the Chair of PPGA in substantially the form attached hereto as *Exhibit E* (but in lieu of or in conjunction with such certificate, the Representative, on behalf of the Underwriters, may, in its sole discretion, accept certificates or opinions of Bond Counsel, or of other counsel acceptable to the Representative, that, in the opinion of such counsel, the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(9) An opinion, dated the date of the Closing and addressed to the Underwriters, of Chapman and Cutler LLP, counsel for the Underwriters, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended and (ii) the Continuing Disclosure Undertaking complies with the requirements of paragraph (b)(5) of Rule 15c2-12 as in effect on the date of the Closing, the conditions contained in paragraph (b)(5) of Rule 15c2-12 to the Underwriters purchasing or selling the Bonds have been fulfilled and the Continuing Disclosure Undertaking is a valid, binding and enforceable obligation of PPGA; in addition,

such counsel shall state in its letter containing the foregoing opinions, or in a separate letter dated the date of the Closing and addressed to the Underwriters, that, based upon its participation in the preparation of the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, as of the date of the Closing nothing has come to the attention of such counsel causing it to believe that the Official Statement as of its date and (as supplemented or amended pursuant to Section 2(d) hereof, if applicable) as of the date of the Closing contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the statements contained in the Official Statement and the Appendices thereto relating to the book-entry only system and DTC, all engineering, financial and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion and information about environmental matters, and summaries of the foregoing and references to the foregoing, as to all of which no view need be expressed);

(10) An executed copy of the Interlocal Agreement, together with all amendments thereto or supplements thereof to the date of the Closing;

(11) All documents, certificates, showings, deposits and opinions of counsel required under Sections 2.02 and 2.03 of the General Resolution in connection with the issuance of the Bonds;

(12) Original or certified copies of each of the Participation Agreements, together with all amendments thereto or supplements thereof to the date of the Closing;

(13) A certificate of an authorized officer of the Trustee in form and substance satisfactory to the Underwriters;

(14) An executed counterpart of the Continuing Disclosure Undertaking of PPGA in substantially the form attached as APPENDIX D to the Official Statement;

(15) An executed copy of the Escrow Agreement and the escrow verification report of The Arbitrage Group, Inc. with respect to the sufficiency of the amounts placed in escrow for the refunding of the Refunded Bonds;

(16) Executed certificates and agreements of PPGA necessary to establish and maintain the tax exempt status of interest on the Bonds, including an executed Information Report for Tax-Exempt Obligations on IRS Form 8038-G;

(17) Evidence satisfactory to the Representative that the Bonds have been rated “BBB+” by Standard & Poor’s Credit Market Services, a division of The McGraw-Hill Companies, Inc. (“S&P”), “A2” by Moody’s Investors Service, Inc. (“Moody’s”) and “A-” by Fitch Ratings;

(18) Blanket Issuer Letter of Representations to DTC, executed by PPGA;

(19) One original transcript of all proceedings relating to the authorization and issuance of the Bonds; and

(20) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of PPGA’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by PPGA on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

(f) If PPGA shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept the delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor PPGA shall be under any further obligation hereunder, except that the respective obligations of PPGA and the Underwriters set forth in Section 10 hereof shall continue in full force and effect.

(g) In the event that the Underwriters shall fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the Underwriters shall pay to you an amount equal to one percent (1.00%) of the principal amount of the Bonds as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such amount shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and PPGA shall have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

9. *Termination.* The Representative, on behalf of the Underwriters, shall have the right to terminate the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying PPGA of their election to do so if, after the execution hereof and prior to the Closing: (i) the marketability of the Bonds or the market

price thereof, in the opinion of the Representative, has been materially adversely affected by (A) an amendment to the Constitution of the United States or the State of Nebraska (the "State"), (B) any legislation (1) enacted by the United States, (2) recommended to the Congress or to any state having jurisdiction of the subject matter or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, (3) presented as an option for consideration by either such Committee by the staff or a member of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress or (4) favorably reported for passage to either House of the Congress by any Committee of such House or by a Conference Committee of both Houses to which such legislation has been referred for consideration, (C) any decision of any court of the United States or the State (D) any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States or any comparable legislative, judicial or administrative development affecting the Federal or State tax status of PPGA, or its properties or income, or the interest on obligations issued by PPGA (including the Bonds); (ii) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, the effect of which on the financial markets of the United States being such, in the reasonable judgment of the Representative, would make it impracticable for the Underwriters to market the Bonds or to enforce contracts for the sale of the Bonds; (iii) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Nebraska or there shall be any material disruption in commercial banking or securities settlement or clearance services or a general suspension of trading on the New York Stock Exchange; (iv) there shall be in force a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; (v) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have (A) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities, generally, or to the Bonds or similar obligations or (B) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers; (vi) there shall have been any downgrading, suspension or withdrawal, or any official statement as to a possible downgrading, suspension or withdrawal, of any rating by Moody's or S&P of any securities issued by PPGA, including the Bonds; (vii) an event described in Section 2(d) hereof shall exist or have occurred prior to the Closing which in the opinion of the Representative requires the preparation and publication of a supplement or amendment to the Official Statement; *provided, however*, that the Underwriters, shall only be entitled to terminate this Purchase Contract pursuant to this clause (vii) if, as a result of such amendment or supplement, the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Representative, has been materially adversely affected; or (viii) legislation shall be enacted, or actively considered for enactment, or a decision by a court of competent jurisdiction shall hereafter be rendered, or action shall hereafter be taken or a ruling or regulation shall hereafter be issued by the Securities and Exchange Commission or other governmental agency

having jurisdiction of the subject, the effect of which, in the opinion of counsel to the Underwriters, is that (A) the Bonds are not exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended, or (B) the Bonds are not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended.

10. *Expenses.* (a) The Underwriters shall be under no obligation to pay, and PPGA shall pay, all expenses incident to the performance of PPGA's obligations hereunder including, but not limited to: (i) the cost of printing or otherwise preparing and furnishing to the Underwriters, in the reasonable quantities requested by the Underwriters, all documents prepared in connection with the transaction contemplated by this Purchase Contract, including the Preliminary Official Statement and the Official Statement and any supplements and amendments thereto, the Participation Agreements, and the Resolution; (ii) the cost of preparing, printing and issuing the Bonds; (iii) the fees and disbursements of Bond Counsel, counsel to PPGA and Underwriters' Counsel; (iv) the fees and disbursements of any financial advisors to PPGA; (v) the fees and disbursements of any other engineers, accountants, attorneys and other experts, consultants or advisers retained by PPGA; (vi) the fees for bond ratings; and (vii) reasonable fees and expenses of the Trustee. PPGA shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of PPGA's employees and representatives which are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All such costs and expenses shall be paid by PPGA whether or not the Bonds are actually issued and sold.

(b) PPGA shall be under no obligation to pay any expenses incident to the performance of the obligations of the Underwriters hereunder not described in the next preceding paragraph. However, if this Purchase Contract shall be terminated by the Underwriters because of any failure or refusal on the part of PPGA to comply with the terms or fulfill any of the conditions of this Purchase Contract, or if for any reason PPGA shall be unable to perform their obligations under this Purchase Contract, PPGA shall reimburse the Underwriters for all out of pocket expenses (including the reasonable fees and disbursements of Underwriter's counsel) reasonably incurred by the Underwriters in connection with this Purchase Contract or the offering contemplated hereunder.

(c) Notwithstanding the foregoing, if the Underwriters or PPGA shall bring an action to enforce any part of this Purchase Contract against the other, the unsuccessful party in such action shall owe to the successful party in such action, in addition to all other amounts or obligations which shall be held to be due and owing, the successful party's reasonable attorney's fees and costs, and other fees, costs and expenses, incurred in connection with such action.

(d) The provisions of this Section shall survive any termination of this Purchase Contract.

11. *Notices.* Any notice or other communication to be given to PPGA under this Purchase Contract may be given by delivering the same in writing to PPGA's Managing Agent, 8377 Glynoaks Drive, Lincoln, Nebraska 68516, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in

writing to Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, 12th Floor, New York, New York 10036, Attention: Kevin Langlais.

12. *Parties in Interest.* This Purchase Contract is made solely for the benefit of PPGA and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of PPGA's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

13. *Effectiveness.* This Purchase Contract shall become effective upon the execution and acceptance hereof by the Chair of the Board of Directors of PPGA and shall be valid and enforceable at the time of such execution and acceptance.

14. *Governing Law.* This Purchase Contract will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine (other than New York General Obligations Laws Section 5-1401 and 5-1402), except that the capacity, power or authority of PPGA to enter into this Purchase Contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. *Headings.* The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. *Counterparts.* This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Respectfully submitted,

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
GOLDMAN, SACHS & CO.
J.P. MORGAN SECURITIES INC.
RBC CAPITAL MARKETS, LLC
WELLS FARGO SECURITIES LLC

By MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,
as Representative of the Underwriters

By _____
Director

Accepted:

This 28th day of April, 2015

PUBLIC POWER GENERATION AGENCY

By _____
Chair

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL TO PPGA

[Closing Date]

Merrill Lynch, Pierce, Fenner & Smith Incorporated
as Representative of the Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Re: \$187,345,000 Public Power Generation Agency
 Whelan Energy Center Unit 2 Revenue Refunding Bonds
 2015 Series A

Ladies and Gentlemen:

Reference is made to the Bond Purchase Contract, dated April 28, 2015 (the "*Purchase Contract*"), between Public Power Generation Agency ("*PPGA*") and the underwriters name therein (collectively, the "*Underwriters*") providing for the sale by PPGA of its \$187,345,000 aggregate principal amount of Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A (the "*Bonds*"). The Bonds are being issued by PPGA to refund a portion of PPGA's outstanding Whelan Energy Center Unit 2 Revenue Bonds, 2007 Series A, as more fully described in the Official Statement of PPGA dated April 28, 2015 prepared in connection with the sale of the Bonds (the "*Official Statement*").

We have acted as Bond Counsel to PPGA in connection with the issuance of the Bonds. In connection with the opinions set forth below, we have examined (i) the Participation Agreements, (ii) the Resolution, (iii) the Official Statement, (iv) the items referred to in our approving opinion with respect to the Bonds of even date herewith, and (v) such other records, documents and matters of law relevant or necessary in connection with the opinions set forth below. Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Purchase Contract. This opinion is rendered to you in satisfaction of the requirements of Section 8(e)(4) of the Purchase Contract.

Based upon the foregoing, we are of the opinion on the date hereof that the statements contained in the Official Statement under the captions "THE 2015 SERIES A BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" AND "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION" in APPENDIX C to the Official Statement, insofar as the statements contained under such captions expressly summarize certain provisions of the Bonds and the Resolution and Bond Counsel's opinion with respect to the tax status of interest on the Bonds, are accurate in all material respects.

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In rendering this opinion, we have relied upon certifications of PPGA with respect to certain material facts solely within the knowledge of PPGA. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This letter is furnished by us as bond counsel. No attorney-client relationship has existed or exists between our firm and yourselves in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is not intended to be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Respectfully submitted,

EXHIBIT B

FORM OF OPINION OF COUNSEL TO PPGA

[Introductory text to be added]

1. PPGA is a political subdivision of the State of Nebraska duly organized and validly existing under the Interlocal Agreement and the laws of the State of Nebraska and has full legal right, power and authority to adopt or execute, as applicable, and deliver, and to perform its obligations under the Resolution, the Continuing Disclosure Undertaking, the Escrow Agreement and the Purchase Contract (collectively, the “*PPGA Agreements*”).

2. Each of the PPGA Agreements has been duly authorized, executed and delivered by PPGA and constitutes the legal, valid and binding obligation of PPGA, enforceable in accordance with its respective terms.

3. To the best of our knowledge, [after reasonable inquiry]: (a) PPGA is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Nebraska or the United States or any applicable judgment or decree or any provision of any loan agreement, indenture, bond, note, resolution, agreement or other instrument known to us after reasonable inquiry to which PPGA is a party or to which PPGA or any of its property or assets is otherwise subject, and (b) no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument.

4. To the best of our knowledge, after reasonable inquiry, as of the date hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against PPGA affecting the corporate existence of PPGA or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues (as defined in the Resolution) of PPGA pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues, funds and accounts pursuant to the Resolution, or contesting or affecting as to PPGA the validity or enforceability of the Act, the Interlocal Agreement, the PPGA Agreements, or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of PPGA or any authority for the issuance of the Bonds, the adoption of the Resolution, or the execution and delivery by PPGA of the PPGA Agreements, nor, to the best of our knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of or the performance by PPGA of the PPGA Agreements.

[Standard assumptions and exceptions to be added.]

EXHIBIT C

FORMS OF OPINIONS OF COUNSEL TO THE PARTICIPANTS

[LETTERHEAD OF COUNSEL TO MEAN]

May 28, 2015

Municipal Energy Agency of Nebraska
8377 Glynoaks Dr.
Lincoln, NE 68516

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among Municipal Energy Agency of Nebraska ("*MEAN*") and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation Agreement*") by and between MEAN and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of Nebraska (the "*State*"), including the Municipal Cooperative Financing Act and the governing instruments of MEAN, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement (the "*PPGA Agreements*"), (iii) the motion and resolution of the Board of Directors of MEAN (the "*Board of Directors*") authorizing the execution and delivery of the PPGA Agreements, and proceedings of the Board of Directors had and taken upon the adoption of such motion and resolution, (iv) such contracts, instruments and documents to which MEAN is a party and which might affect the validity or operation of the PPGA Agreements, (v) each of the Electrical Resources Pooling Agreements, including all schedules attached thereto (the "*Pooling Agreement*") between MEAN and the participants to the Pooling Agreement (the "*Participants*") (vi) Service Schedule M's of the Pooling Agreement, referred to herein as the "*Power Supply Contracts*", between MEAN and 54 of the Participants (the "*Long-Term Requirements Participants*"), and (vii) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

(a) MEAN is a public corporation and political subdivision duly created and validly existing under and pursuant to the Constitution and laws of the State of Nebraska.

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(b) MEAN had power and was authorized to enter into, execute and deliver the PPGA Agreements and has power and is authorized to carry out and perform the obligations of MEAN under the PPGA Agreements.

(c) The aforesaid motion and resolution have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by MEAN and constitute legal, valid and binding agreements of MEAN, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreement) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of MEAN's participation in the transactions contemplated thereby was required for the execution and delivery by MEAN of the PPGA Agreements or is required for the performance by MEAN of its obligations thereunder; and MEAN has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) MEAN has, with respect to all meetings held in connection with the authorization of the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by MEAN and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by MEAN (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State of Nebraska, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of MEAN, and such authorization, execution, delivery and compliance did not and do not require any vote or referendum of voters in any jurisdiction and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which MEAN is a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which MEAN is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to my knowledge, threatened against or affecting MEAN or any entity affiliated with MEAN or any of its officers in their respective capacities as such (nor to the best of my knowledge is there any basis therefor), which challenges the creation, organization or existence of MEAN or the titles of its officers to their respective offices or which questions the powers of MEAN referred to in paragraph (b) above or the validity of the proceedings taken by MEAN in connection with the authorization, execution or delivery of the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against MEAN or involving any of the business, affairs, property or assets of its electric utility system (the “System”), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of MEAN to make payments to PPGA under the Participation Agreement constitute ordinary and necessary costs of MEAN payable solely from the revenues and other available funds of such System. The application of the revenues and other available funds of the System to make such payments to PPGA is not subject to any prior lien, encumbrance or restriction.

(k) Each of the Power Supply Contracts has been duly authorized, executed and delivered by each of the Long-Term Requirements Participants and constitutes the legal, valid and binding obligation of each of the Long-Term Requirements Participants, enforceable in accordance with its terms.

(l) The rates charged by MEAN for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by MEAN and are legally enforceable in accordance with the laws of the State.

(m) There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of MEAN to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

It is to be understood that the obligations of MEAN under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors’ rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,

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[LETTERHEAD OF COUNSEL TO HEARTLAND]

May 28, 2015

Heartland Consumers Power District
208 West Center
P.O. Box 248
Madison, SD 57042-0248

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
Hastings, NE 68902-0398

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among Heartland Consumers Power District (the "*District*") and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation the Agreement*") by and between the District and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of South Dakota (the "*State*"), including the Consumers Power District Law and the governing instruments of the District, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement (the "*PPGA Agreements*"), (iii) the resolutions of the Board of Directors of the District (the "*Board of Directors*") authorizing the execution and delivery of the PPGA Agreements, and proceedings of the Board of Directors had and taken upon the adoption of such resolutions, (iv) such contracts, instruments and documents to which the District is a party and which might affect the validity or operation of the PPGA Agreement, (v) each of the power sales agreements, including all schedules attached thereto (the "*Power Sales Agreements*") between the District and its customers (the "*Customers*") and (vi) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

(a) The District is a public corporation and political subdivision duly created and validly existing under and pursuant to the Constitution and laws of the State.

(b) The District had power and was authorized to enter into, execute and deliver the PPGA Agreements and has power and is authorized to carry out and perform the obligations of the District under the PPGA Agreements.

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(c) The aforesaid resolutions have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreements) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of the District's participation in the transactions contemplated thereby was required for the execution and delivery by the District of the PPGA Agreements or is required for the performance by the District of its obligations thereunder; and the District has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) The District has, with respect to all meetings held in connection with the authorization of the Interlocal Agreement and the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by the District and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by the District (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State of South Dakota, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of the District, and such authorization, execution, delivery and compliance did not and do not require any vote or referendum of voters in any jurisdiction, and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which the District is a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which the District is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to my knowledge, threatened against or affecting the District or any entity affiliated with the District or any of its officers in their respective capacities as such (nor to the best of my knowledge is

there any basis therefor), which challenges the creation, organization or existence of the District or the titles of its officers to their respective offices or which questions the powers of the District referred to in paragraph (b) above or the validity of the proceedings taken by the District in connection with the authorization, execution or delivery of the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against the District or involving any of the business, affairs, property or assets of its power supply system (the “*System*”), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of the District to make payments to PPGA under the PPGA Agreements constitute ordinary and necessary costs of the District payable solely from the revenues and other available funds of the System. The application of the revenues and other available funds of the System to make such payments to PPGA is not subject to any prior lien, encumbrance or restriction.

(k) Each of the Power Sales Agreements has been duly authorized, executed and delivered by each of the Customers and constitutes the legal, valid and binding obligation of each of the Customers, enforceable in accordance with its terms.

(l) The rates charged by the District for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the District and are legally enforceable in accordance with the laws of the State.

(m) There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of the District to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

It is to be understood that the obligations of the District under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors’ rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,

[LETTERHEAD OF COUNSEL TO HASTINGS]

May 28, 2015

City of Hastings, Nebraska
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among the Board of Public Works (the "*Board of Public Works*") of the City of Hastings, Nebraska (the "*Municipality*"), and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation Agreement*") by and between the Board of Public Works and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of Nebraska and the governing instruments of the Municipality, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement, (iii) the ordinances and resolutions of the City Council of the Municipality (the "*City Council*") authorizing the execution and delivery of the Interlocal Agreement and the Participation Agreement (collectively, the "*PPGA Agreements*"), and proceedings of the City Council had and taken upon the adoption of such ordinances and resolutions, (iv) the resolutions of the Board of Public Works approving the PPGA Agreements, and proceedings of the Board of Public Works had and taken upon the adoption of such resolutions, (v) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or operation of the PPGA Agreements, (vi) the Amended and Restated Project Construction Manager Agreement for Whelan Energy Center Unit 2, dated October 13, 2006 (the "*Construction Manager Agreement*"), between PPGA and the Municipality, (vii) the Project Operating Agent Agreement, as amended, dated as of January 1, 2008 (the "*Operating Agent Agreement*"), between PPGA and the Municipality and (viii) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

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It is my opinion that:

(a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of Nebraska (the “State”).

(b) The Municipality had power and was authorized to enter into the PPGA Agreements and to authorize the Board of Public Works to execute and deliver the PPGA Agreements for and on behalf of the Municipality, and has power and is authorized to carry out and perform the obligations of the Municipality under the PPGA Agreements and to authorize the Board of Public Works to carry out and perform the obligations of the Municipality under the PPGA Agreements on behalf of the Municipality.

(c) The aforesaid ordinances and resolutions have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by the Municipality, and constitute legal, valid and binding agreements of the Municipality, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreement) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of the Municipality’s participation in the transactions contemplated thereby was required for the execution and delivery by the Municipality of the PPGA Agreements or is required for the performance by the Municipality of its obligations thereunder; and the Municipality has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) The Municipality has, with respect to all meetings held in connection with the authorization of the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by and on behalf of the Municipality and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by the Municipality and the Board of Public Works (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality (including the City Council) and the Board of Public Works, and such authorization, execution, delivery

and compliance did not and do not require any vote or referendum of voters in any jurisdiction, and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which the Municipality or the Board of Public Works was a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which the Municipality is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to [my][our] knowledge, threatened against or affecting the Municipality, the Board of Public Works or any entity affiliated with the Municipality or any of its officers in their respective capacities as such (nor to the best of my knowledge is there any basis therefor), which challenges the creation, organization or existence of the Municipality or the Board of Public Works or the titles of its officers to their respective offices or which questions the powers of the Municipality or the Board of Public Works referred to in paragraph (b) above or the validity of the proceedings taken by the Municipality and the Board of Public Works in connection with the authorization, execution or delivery of the Interlocal Agreement and the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against the Municipality or the Board of Public Works or involving any of the business, affairs, property or assets of its electric utility system (the "*System*"), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of the Board of Public Works, acting on behalf of the Municipality, to make payments to PPGA under the Participation Agreement constitute costs of the Board of Public Works payable solely from the revenues and other available funds of the System.

(k) The rates charged by the Board of Public Works for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Municipality and the Board of Public Works and are legally enforceable in accordance with the laws of the State.

(l) The Municipality and the Board of Public Works have lawful authority to own the System and to fix and collect rates, fees and other charges in connection with the System.

(m) The Municipality and the Board of Public Works have good and merchantable title to the System as it now exists.

(n) The Municipality and the Board of Public Works have obtained all necessary permits, licenses and approvals required by law, whether state or federal, to be obtained by the Municipality in connection with the operation of the System, and such permits, licenses and approvals are in full force and effect.

(o) There is no present unsatisfied judgment heretofore rendered against the Municipality or the Board of Public Works constituting or which will constitute a lien on any part of the System.

(p) There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of the Municipality (including the Board of Public Works) to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

(q) The Construction Manager Agreement and the Operating Agent Agreement have each been duly authorized, executed and delivered by the Municipality and constitute legal, valid and binding agreements of the Municipality, enforceable in accordance with their terms.

It is to be understood that the obligations of the Municipality and the Board of Public Works under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors' rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,

[LETTERHEAD OF COUNSEL TO GRAND ISLAND]

May 28, 2015

City of Grand Island, Nebraska
c/o Grand Island Utilities
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among the City of Grand Island, Nebraska (the "*Municipality*"), and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation Agreement*") by and between the Municipality, and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of Nebraska and the governing instruments of the Municipality, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement, (iii) the ordinances and resolutions of the City Council of the Municipality (the "*City Council*") authorizing the execution and delivery of the Interlocal Agreement and the Participation Agreement (collectively, the "*PPGA Agreements*"), and proceedings of the City Council had and taken upon the adoption of such ordinances and resolutions, (iv) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or operation of the PPGA Agreements, and (v) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

(a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of Nebraska (the "*State*").

(b) The Municipality had power and was authorized to enter into the PPGA Agreements and has power and is authorized to carry out and perform the obligations of the Municipality under the PPGA Agreements.

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(c) The aforesaid ordinances and resolutions have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by the Municipality, and constitute legal, valid and binding agreements of the Municipality, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreement) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of the Municipality's participation in the transactions contemplated thereby was required for the execution and delivery by the Municipality of the PPGA Agreements or is required for the performance by the Municipality of its obligations thereunder; and the Municipality has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) The Municipality has, with respect to all meetings held in connection with the authorization of the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by and on behalf of the Municipality and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by the Municipality (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality (including the City Council), and such authorization, execution, delivery and compliance did not and do not require any vote or referendum of voters in any jurisdiction, and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which the Municipality is a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which the Municipality is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to my knowledge, threatened against or affecting the Municipality or any entity affiliated with the

Municipality or any of its officers in their respective capacities as such (nor to the best of my knowledge is there any basis therefor), which challenges the creation, organization or existence of the Municipality or the titles of its officers to their respective offices or which questions the powers of the Municipality referred to in paragraph (b) above or the validity of the proceedings taken by the Municipality in connection with the authorization, execution or delivery of the Interlocal Agreement and the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against the Municipality or involving any of the business, affairs, property or assets of its electric utility system (the "*System*"), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of the Municipality to make payments to PPGA under the Participation Agreement constitute costs of the Municipality payable solely from the revenues and other available funds of the System.

(k) The rates charged by the Municipality for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Municipality and are legally enforceable in accordance with the laws of the State.

(l) The Municipality has lawful authority to own the System and to fix and collect rates, fees and other charges in connection with the System.

(m) The Municipality has good and merchantable title to the System as it now exists.

(n) The Municipality has obtained all necessary permits, licenses and approvals required by law, whether state or federal, to be obtained by the Municipality in connection with the operation of the System, and such permits, licenses and approvals are in full force and effect.

(o) There is no present unsatisfied judgment heretofore rendered against the Municipality constituting or which will constitute a lien on any part of the System.

There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of the Municipality to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

It is to be understood that the obligations of the Municipality under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors' rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,

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[LETTERHEAD OF COUNSEL TO NEBRASKA CITY]

May 28, 2015

City of Nebraska City, Nebraska
c/o Nebraska City Utilities
100 Central Avenue
P.O. Box 670
Nebraska City, NE 68410-0670

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among the City of Nebraska City, Nebraska (the "*Municipality*"), and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation Agreement*") by and between the Municipality, and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of Nebraska (the "*State*") and the governing instruments of the Municipality, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement, (iii) the resolutions and ordinances of the City Commission of the Municipality authorizing the execution and delivery of the Interlocal Agreement and the Participation Agreement (collectively, the "*PPGA Agreements*"), and proceedings of the City Commission had and taken upon the adoption of such resolutions and ordinances, (iv) the resolutions of the Board of Public Works approving the PPGA Agreements, and proceedings of the Board of Public Works had and taken upon the adoption of such resolutions, (v) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or operation of the PPGA Agreements, and (vi) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

(a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State.

(b) The Municipality had power and was authorized to enter into the PPGA Agreements and to authorize the Board of Public Works to carry out and perform the obligations of the Municipality under the PPGA Agreements, and has power and is

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authorized to carry out and perform the obligations of the Municipality under the PPGA Agreements on behalf of the Municipality.

(c) The aforesaid ordinances and resolutions have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by the Municipality, and constitute legal, valid and binding agreements of the Municipality, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreement) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of the Municipality's participation in the transactions contemplated thereby was required for the execution and delivery by the Municipality of the PPGA Agreements or is required for the performance by the Municipality of its obligations thereunder; and the Municipality has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) The Municipality has, with respect to all meetings held in connection with the authorization of the Interlocal Agreement and the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by and on behalf of the Municipality and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by the Municipality (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality (including the City Commission), and such authorization, execution, delivery and compliance did not and do not require any vote or referendum of voters in any jurisdiction, and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which the Municipality is a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which the Municipality is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to my knowledge, threatened against or affecting the Municipality or any entity affiliated with the Municipality or any of its officers in their respective capacities as such (nor to the best of my knowledge is there any basis therefor), which challenges the creation, organization or existence of the Municipality or the Board of Public Works or the titles of its officers to their respective offices or which questions the powers of the Municipality referred to in paragraph (b) above or the validity of the proceedings taken by the Municipality in connection with the authorization, execution or delivery of the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against the Municipality or involving any of the business, affairs, property or assets of its electric utility system (the “System”), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of the Municipality to make payments to PPGA under the Participation Agreement constitute costs of the Municipality payable solely from the revenues and other available funds of the System.

(k) The rates charged by the Municipality for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Municipality and are legally enforceable in accordance with the laws of the State.

(l) The Municipality has lawful authority to own the System and to fix and collect rates, fees and other charges in connection with the System.

(m) The Municipality has good and merchantable title to the System as it now exists.

(n) The Municipality has obtained all necessary permits, licenses and approvals required by law, whether state or federal, to be obtained by the Municipality in connection with the operation of the System, and such permits, licenses and approvals are in full force and effect.

(o) There is no present unsatisfied judgment heretofore rendered against the Municipality constituting or which will constitute a lien on any part of the System.

(p) There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of the Municipality to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

(q) The Municipality has duly authorized, executed and delivered the Interlocal Agreement and such agreement constitutes the legal, valid and binding obligation of the Municipality enforceable against the Municipality in accordance with its terms.

It is to be understood that the obligations of the Municipality under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors' rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,

EXHIBIT D

FORMS OF CERTIFICATES OF THE PARTICIPANTS

E-1

CERTIFICATE OF PARTICIPANT

The undersigned hereby certifies that he is the Mayor of the City of Grand Island, Nebraska (the "*Participant*"), a member of Public Power Generation Agency ("*PPGA*"), and that as such she is authorized to execute this Certificate on behalf of the Participant, and hereby further certifies as follows:

1. This Certificate has been executed in connection with the Public Power Generation Agency Interlocal Agreement, dated as of September 1, 2005 (the "*Interlocal Agreement*"), by and among the Participant and four other public agencies; and the Amended and Restated Participation Agreement, dated as of October 5, 2006 (the "*Participation Agreement*"), between the Participant and PPGA; and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A.
2. The Participant is a City of the First Class of the State of Nebraska and is governed by a City Council (the "*Governing Body*").
3. The Interlocal Agreement and the Participation Agreement have each been duly authorized, executed and delivered by the Participant and constitute legal, valid and binding agreements of the Participant, and have not been amended, revised or supplemented.
4. The resolutions adopted at a meeting of the Governing Body held on August 9, 2005 authorizing the execution and delivery of the Interlocal Agreement and related matters and the ordinance adopted at a meeting of the Governing Body held on November 14, 2006 authorizing the execution and delivery of the Participation Agreement and related matters have each been duly adopted, and are in full force and effect and have not been amended, modified, repealed or supplemented.
5. No referendum petition was filed with the Participant or any of its officers seeking to refer such resolution or ordinance to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election thereon.
6. The Participant now owns and operates a local electric utility system (the "*System*") and furnishes electric energy to all persons desiring such service within its service area. The electric energy to be provided by its Entitlement Share in the Project (each as defined in the Participation Agreement) will be used by the Participant to provide electric service within its service area.
7. The payments to be made by the Participant to PPGA under the Participation Agreement will constitute ordinary and necessary expenses payable solely from the revenues and other available funds of the System.

8. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or, to the best of our knowledge threatened, against the Participant which (a) challenges, contests or questions the due and regular adoption of the resolution or ordinance referred to in paragraph 4 above or the validity thereof, or affects or seeks to prohibit, restrain or enjoin the Participant from complying with the obligations contained in the Participation Agreement or the Interlocal Agreement, including the payment obligations to PPGA contained in the Participation Agreement, (b) in any way affects or questions the validity or enforceability of the Interlocal Agreement or the Participation Agreement, nor, to the best of our knowledge, is there any basis therefor, (c) challenges or affects the corporate existence of the Participant or the titles of its officers to their respective offices, (d) seeks to prohibit, restrain or enjoin the collection of revenues from the System to be used to make payments to PPGA under the Participation Agreement, and (e) involves any of the property or assets of the Participant which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the System.

9. The Participant requested PPGA to acquire and construct the "Project", as defined in the Participation Agreement (consisting primarily of Whelan Energy Center Unit 2), on its behalf in order to provide electric energy needed by the Participant to serve its customers, and the Participant continues to expect the Project to be needed for such purpose.

10. Timothy G. Luchsinger was duly appointed by the Governing Body to serve as a member, and Travis Burdett as an alternate member, of the Board of Directors of PPGA, and both were members on March 23, 2015, and on April 28, 2015.

11. The information with respect to the Participant and the System contained in the Official Statement of PPGA, dated April 28, 2015, was provided by the Participant, does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: May 28, 2015

CITY OF GRAND ISLAND, NEBRASKA

By _____
Jeremy L. Jensen
Mayor

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EXHIBIT E

**PUBLIC POWER GENERATION AGENCY
CERTIFICATE**

May 28, 2015

The undersigned Chair of the Board of Directors of Public Power Generation Agency (“PPGA”) hereby certifies that:

1. The representations and warranties of PPGA contained in the Purchase Contract dated April 28, 2015, between PPGA and the Underwriters named therein (the “*Purchase Contract*”) with respect to the sale by PPGA of its \$187,345,000 Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A (the “*Bonds*”), are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing.

2. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best of our knowledge, threatened against PPGA (nor to the best of our knowledge is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Participant), (i) affecting the corporate existence of PPGA or the titles of its officers to their respective offices, or (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues (as defined in the Resolution) of PPGA pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues, funds and accounts pursuant to the Resolution, or (iii) in any way contesting or affecting as to PPGA the validity or enforceability of the Act, the Interlocal Agreement, the Bonds, the Resolution, the Participation Agreements, the Purchase Contract, the Continuing Disclosure Undertaking, or the Escrow Agreement, or (iv) contesting the tax-exempt status of interest on the Bonds, or (v) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of PPGA or any authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery by PPGA of the Participation Agreements, or (vii) which, if adversely determined, could materially adversely affect the financial position or operating condition of PPGA or the transactions contemplated by the Official Statement; nor, to the best of our knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability as to PPGA of the Act or the Interlocal Agreement, or the authorization, execution, delivery or performance by PPGA

of the Bonds, the Resolution, the Participation Agreements or any of the transactions or agreements contemplated thereby.

3. To the best of my knowledge, no event affecting PPGA has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.

4. PPGA has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Purchase Contract with respect to the issuance of the Bonds.

5. All capitalized terms employed herein which are not otherwise defined shall have the same meanings as in the Purchase Contract.

Dated as of the date first above written.

PUBLIC POWER GENERATION AGENCY

By _____
Chair

EXHIBIT F

CERTIFICATE

I, the Chair of Public Power Generation Agency (“PPGA”), hereby certify that the Official Statement of PPGA dated April 28, 2015 relating to its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, as the same may have been amended or supplemented to the date hereof, does not contain an untrue statement of a material fact or omit to state a fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. I have made such inquiries as were necessary for me to render this certificate.

Dated: _____, 2015.

PUBLIC POWER GENERATION AGENCY

By _____
Chair



Office of City Attorney
Robert J. Sivick, City Attorney
Stacy R. Nonhof, Assistant City Attorney
rsivick@grand-island.com

May 28, 2015

Working Together for a
Better Tomorrow. Today.

City of Grand Island, Nebraska
c/o Grand Island Utilities
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Public Power Generation Agency
c/o Hastings Utilities
1228 North Denver Avenue
P.O. Box 289
Hastings, NE 68902-0289

Merrill Lynch, Pierce, Fenner & Smith
Incorporated, as representatives of the
Underwriters
One Bryant Park, 12th Floor
New York, New York 10036

Ladies and Gentlemen:

In connection with the Public Power Generation Agency Interlocal Agreement (the "*Interlocal Agreement*"), dated as of September 1, 2005, by and among the City of Grand Island, Nebraska (the "*Municipality*"), and four other public agencies, and the Amended and Restated Participation Agreement (the "*Participation Agreement*") by and between the Municipality, and the Public Power Generation Agency ("*PPGA*"), dated as of October 5, 2006, and the proposed issuance by PPGA of its Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A, I have examined (i) the Constitution and laws of the State of Nebraska and the governing instruments of the Municipality, (ii) the terms and provisions of the Interlocal Agreement and the Participation Agreement, (iii) the ordinances and resolutions of the City Council of the Municipality (the "*City Council*") authorizing the execution and delivery of the Interlocal Agreement and the Participation Agreement (collectively, the "*PPGA Agreements*"), and proceedings of the City Council had and taken upon the adoption of such ordinances and resolutions, (iv) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or operation of the PPGA Agreements, and (v) such other instruments and documents, and have made such other examination of law and fact, as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

(a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of Nebraska (the "*State*").

(b) The Municipality had power and was authorized to enter into the PPGA Agreements and has power and is authorized to carry out and perform the obligations of the Municipality under the PPGA Agreements.

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(c) The aforesaid ordinances and resolutions have been duly adopted, have not been amended, rescinded or repealed and are in full force and effect.

(d) The PPGA Agreements have been duly authorized, executed and delivered by the Municipality, and constitute legal, valid and binding agreements of the Municipality, enforceable in accordance with their terms whether or not the Project (as defined in the Participation Agreement) or any portion thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of the Project, or any termination of any of the Project Agreements (as defined in the Participation Agreement), in whole or in part for any reason whatsoever.

(e) No additional approval, consent or authorization of any governmental or public agency, authority, commission or person of the PPGA Agreements or of the Municipality's participation in the transactions contemplated thereby was required for the execution and delivery by the Municipality of the PPGA Agreements or is required for the performance by the Municipality of its obligations thereunder; and the Municipality has complied with the provisions of applicable law which would be a condition precedent to entering into the PPGA Agreements or carrying out and consummating such transactions.

(f) The Municipality has, with respect to all meetings held in connection with the authorization of the PPGA Agreements, been in compliance with all open and public meeting laws of the State.

(g) The authorization, execution and delivery of the PPGA Agreements by and on behalf of the Municipality and compliance with all terms and provisions of the PPGA Agreements to be carried out and performed by the Municipality (A) did not and do not contravene or conflict with and were not and are not in violation of any law of the State, including any of the provisions, terms, and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality (including the City Council), and such authorization, execution, delivery and compliance did not and do not require any vote or referendum of voters in any jurisdiction, and (B) did not and will not contravene or conflict with or constitute a breach of or default under the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instruments, agreement or document to which the Municipality is a party or by which it may be bound.

(h) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance, contract or other instrument, agreement or document to which the Municipality is a party which impair its ability to discharge its obligations under and carry out the terms of the PPGA Agreements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to my knowledge, threatened against or affecting the Municipality or any entity affiliated with the

Municipality or any of its officers in their respective capacities as such (nor to the best of my knowledge is there any basis therefor), which challenges the creation, organization or existence of the Municipality or the titles of its officers to their respective offices or which questions the powers of the Municipality referred to in paragraph (b) above or the validity of the proceedings taken by the Municipality in connection with the authorization, execution or delivery of the Interlocal Agreement and the PPGA Agreements, or wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the PPGA Agreements or which, in any way, would adversely affect the validity or enforceability of the PPGA Agreements, and there is no litigation pending or, to the best of my knowledge, threatened against the Municipality or involving any of the business, affairs, property or assets of its electric utility system (the "*System*"), which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties, assets or in the condition, financial or otherwise, of the System.

(j) The obligations of the Municipality to make payments to PPGA under the Participation Agreement constitute costs of the Municipality payable solely from the revenues and other available funds of the System.

(k) The rates charged by the Municipality for System services to customers are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Municipality and are legally enforceable in accordance with the laws of the State.

(l) The Municipality has lawful authority to own the System and to fix and collect rates, fees and other charges in connection with the System.

(m) The Municipality has good and merchantable title to the System as it now exists.

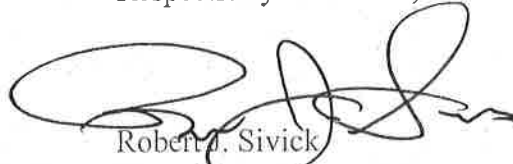
(n) The Municipality has obtained all necessary permits, licenses and approvals required by law, whether state or federal, to be obtained by the Municipality in connection with the operation of the System, and such permits, licenses and approvals are in full force and effect.

(o) There is no present unsatisfied judgment heretofore rendered against the Municipality constituting or which will constitute a lien on any part of the System.

There are no contracts, laws, regulations, court orders or consent decrees that will restrict the ability of the Municipality to comply with its covenants regarding rates for System services set forth in the PPGA Agreements.

It is to be understood that the obligations of the Municipality under the PPGA Agreements and the enforceability thereof, are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter affecting creditors' rights and are subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in a proceeding in equity or at law.

Respectfully submitted,



Robert J. Sivick
City Attorney

RESOLUTION 2015-133

WHEREAS, Grand Island is a participant in the Public Power Generating Agency (PPGA), which is a group of public power utilities organized under the Interlocal Agreement provision of state law for the construction and operation of the coal fired power plant located in Hasting, Nebraska – Whelan Energy Center (WEC) 2; and

WHEREAS, the PPGA Board of Directors recently approved the issuance of bonds to refund the original revenue bonds issued in 2007 to take advantage of the current bond market and interest rates; and

WHEREAS, as part of the bond issuance, each participant is required to execute a Certificate of Participant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

The Certificate of Participant, to be dated May 28, 2015, should be approved and its execution by the Mayor and delivery authorized.

PASSED AND APPROVED by the City Council of the City of Grand Island, Nebraska, May 26, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 22, 2015	☐ City Attorney