
City of Grand Island



Tuesday, May 26, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Bill Pavuk, St. Pauls Lutheran Church, 1515 South Harrison Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item C-1

Proclamation "Zombie in the Heartland 2015" May 28-31, 2015

Coming to the Grand Island Heartland Public Shooting Park the weekend of May 28 thru May 31, 2015 will be the fourth Pandemic 2015 Zombies in the Heartland event. This event is an action packed 3-gun shooting event where individuals from all over the United States will use handguns, shotguns, and rifles to engage in zombie themed targets. The Mayor has proclaimed May 28 - 31, 2015 as "Pandemic 2015 Zombie Week". See attached PROCLAMATION.

Staff Contact: Todd McCoy, Parks & Recreation Director

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, the City of Grand Island Heartland Public Shooting Park will be home to Pandemic 2015 Zombies in the Heartland event the weekend of May 28 thru May 31, 2015; and

WHEREAS, the event is made possible through the partnership of the Heartland Public Shooting Park and match sponsor Hornady Manufacturing; and

WHEREAS, Pandemic 2015 is an action packed 3-gun shooting event where individuals will use handguns, shotguns, and rifles to engage zombie themed targets; while vying for the top spot utilizing speed and safety on every course of fire. Participants from all over the nation will be in attendance for the largest prize table in Nebraska Shooting Sports history; and

WHEREAS, the participation of the people of the City of Grand Island will be a celebration of all things fun and fictional this summer. With our encouragement and help to strengthen and build upon the freedoms we embrace within our community.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 28 – 31, 2015 as

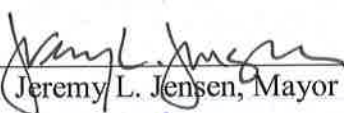
***“PANDEMIC 2015 - ZOMBIES IN
THE HEARTLAND”***

in the City of Grand Island, and encourage all citizens to support this event.

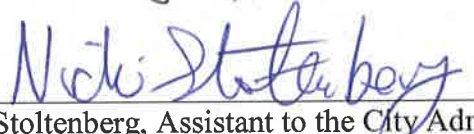
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-sixth day of May in the year of our Lord Two Thousand and Fifteen.



Attest:



Jeremy L. Jensen, Mayor



Nicki Stoltenberg, Assistant to the City Administrator



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item F-1

#9538 - Consideration of Amending Salary Ordinance Relative to FTE Changes in the Finance Department

This item relates to Resolution item I-1.

Staff Contact: Aaron Schmid, Human Resources Director

ORDINANCE NO. 9538

An ordinance to amend Ordinance 9519 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to ~~rename the position of Project Manager – Public Works to Engineer I – Public Works; to rename the position of Wastewater Plant Project Manager to Engineer I – WWTP~~to add the non-union position and salary range of Customer Service Team Leader; add the non-union position and salary range of Assistant Finance Director; to remove the non-union position and salary range of Senior Accountant; to add the IBEW Finance position and salary range of Payroll Clerk; and to repeal those portions of Ordinance No. 9519 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
GRAND ISLAND, NEBRASKA:

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.9886/32.9003	Exempt
Accounting Technician – Solid Waste	17.9715/23.0181	40 hrs/week
Assistant to the City Administrator	22.3610/31.4778	Exempt
<u>Assistant Finance Director</u>	<u>32.1919/46.4935</u>	<u>Exempt</u>
Assistant Public Works Director / Manager of Engineering Services	33.2069/50.4151	Exempt

Approved as to Form ☐ _____
 ☒ City Attorney

ORDINANCE NO. 9538 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Assistant Utilities Director – Distribution	47.6003/67.6416	Exempt
Assistant Utilities Director – Production	51.5458/73.2746	Exempt
Assistant Utilities Director – Transmission	51.5458/73.2746	Exempt
Attorney	28.6056/44.1370	Exempt
Biosolids Technician	18.1272/26.7290	40 hrs/week
Building Department Director	33.5096/48.9906	Exempt
CADD Operator	20.5851/29.6126	40 hrs/week
Cemetery Superintendent	20.8630/30.9603	Exempt
City Administrator	63.7373/79.0715	Exempt
City Attorney	40.4963/58.3908	Exempt
City Clerk	26.6290/38.0214	Exempt
Civil Engineer I	27.7544/40.1236	Exempt
Civil Engineer II	32.1919/46.4935	Exempt
Civil Engineering Manager – Utility PCC	35.0629/52.4386	Exempt
Collection System Supervisor	22.9674/32.6479	40 hrs/week
Community Service Officer	14.1913/19.6625	40 hrs/week
Custodian – Library, Police	13.0050/18.3520	40 hrs/week
Customer Service Representative – Part time	8.8508/13.2762	40 hrs/week
<u>Customer Service Team Leader</u>	<u>19.4006/26.5017</u>	<u>Exempt</u>
Electric Distribution Superintendent	36.0403/49.1560	Exempt
Electric Distribution Supervisor	30.4351/41.5354	40 hrs/week
Electric Underground Superintendent	32.0961/43.7850	Exempt
Electrical Engineer I	27.7544/40.1236	Exempt
Electrical Engineer II	32.1919/46.4935	Exempt
Emergency Management Deputy Director	23.8588/34.3400	Exempt
Emergency Management Director	33.9564/48.8590	Exempt
Engineer I – Public Works	30.2438/42.5519	Exempt
Engineer I – WWTP	30.2468/42.5519	Exempt
Engineering Technician - WWTP	20.0738/28.3608	40 hrs/week
Equipment Operator - Solid Waste	17.2286/24.9764	40 hrs/week
Finance Director	39.3885/59.0413	Exempt
Finance Operations Supervisor	20.9100/29.5674	Exempt
Fire Chief	38.0334/56.7241	Exempt
Fire EMS Division Chief	32.6600/47.1433	Exempt
Fire Operations Division Chief	32.6600/47.1433	Exempt

ORDINANCE NO. 9538 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Prevention Division Chief	32.6600/45.7964	Exempt
Fleet Services Shop Foreman	22.6375/32.1368	40 hrs/week
GIS Coordinator - PW	25.1945/38.2633	40 hrs/week
Golf Course Superintendent	24.2651/35.0203	Exempt
Grounds Management Crew Chief – Cemetery	18.5580/28.2286	40 hrs/week
Grounds Management Crew Chief – Parks	19.5364/29.0753	40 hrs/week
Human Resources Director	34.2649/50.7704	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	19.6100/30.4434	40 hrs/week
Human Resources Recruiter	19.6100/30.4434	40 hrs/week
Human Resources Specialist	19.1903/29.6632	40 hrs/week
Information Technology Manager	33.9584/50.0820	Exempt
Legal Secretary	20.1802/27.2731	40 hrs/week
Librarian I	18.2883/25.6853	Exempt
Librarian II	20.2526/28.8054	Exempt
Library Assistant I	12.3507/17.8495	40 hrs/week
Library Assistant II	15.0006/20.6771	40 hrs/week
Library Assistant Director	27.6411/41.9108	Exempt
Library Director	35.6605/51.9403	Exempt
Library Page	8.0000/11.3326	40 hrs/week
Library Secretary	15.1825/21.5769	40 hrs/week
Maintenance Worker – Golf	15.2398/23.1708	40 hrs/week
Meter Reader Supervisor	18.7488/27.3890	Exempt
MPO Program Manager	24.1900/35.9570	Exempt
Office Manager – Police Department	17.5184/24.6771	40 hrs/week
Parks and Recreation Director	37.5134/54.7930	Exempt
Parks Superintendent	26.2129/38.1401	Exempt
Payroll Specialist	18.3412/26.3055	40 hrs/week
Planning Director	36.7534/53.3309	Exempt
Police Captain	32.1609/45.5589	Exempt
Police Chief	39.5548/56.7241	Exempt
Power Plant Maintenance Supervisor	30.8105/43.5488	Exempt
Power Plant Operations Supervisor	34.2469/49.0714	Exempt
Power Plant Superintendent – Burdick	37.3294/53.0324	Exempt
Power Plant Superintendent – PGS	43.0351/61.1099	Exempt
Public Information Officer	24.0579/35.4724	Exempt

ORDINANCE NO. 9538 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Public Works Director	39.8259/59.1275	Exempt
Public Works Engineer	31.5741/45.6556	Exempt
Receptionist	14.6124/21.9522	40 hrs/week
Recreation Coordinator	19.0905/28.0424	Exempt
Recreation Superintendent	27.6185/41.2440	Exempt
Regulatory and Environmental Manager	30.3109/44.6594	Exempt
Senior Accountant	27.9991/38.9775	Exempt
Senior Electrical Engineer	35.2271/50.8778	Exempt
Senior Public Safety Dispatcher	18.3667/24.2591	40 hrs/week
Senior Utility Secretary	15.6579/22.3584	40 hrs/week
Shooting Range Superintendent	24.3135/36.2336	Exempt
Solid Waste Division Clerk - Full Time	17.0806/22.3412	40 hrs/week
Solid Waste Division Clerk - Part Time	15.2083/20.2869	40 hrs/week
Solid Waste Foreman	19.4289/27.5942	40 hrs/week
Solid Waste Superintendent	27.7256/41.2443	Exempt
Street Superintendent	27.2993/40.1226	Exempt
Street Foreman	21.6740/31.3880	40 hrs/week
Turf Management Specialist	21.8079/30.8715	40 hrs/week
Utilities Director	65.0835/89.0128	Exempt
Utility Production Engineer	36.0255/53.1054	Exempt
Utility Warehouse Supervisor	24.4887/34.9820	40 hrs/week
Victim Assistance Unit Coordinator	14.4738/20.7240	40 hrs/week
Wastewater Plant Chief Operator	22.2252/30.7296	40 hrs/week
Wastewater Plant Engineer	32.7969/47.7791	Exempt
Wastewater Plant Operations Engineer	31.5741/45.1003	Exempt
Wastewater Plant Maintenance Supervisor	24.3715/32.8181	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	25.8665/36.9703	Exempt
Water Superintendent	28.4074/41.4713	Exempt
Water Supervisor	23.5898/34.2437	40 hrs/week
Worker / Seasonal	8.0000/20.0000	Exempt
Worker / Temporary	8.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that

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ORDINANCE NO. 9538 (Cont.)

begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	16.1640/23.9447	40 hrs/week
Fleet Services Mechanic	18.3122/27.1309	40 hrs/week
Horticulturist	17.5359/26.0270	40 hrs/week
Maintenance Worker – Cemetery	15.7845/23.4024	40 hrs/week
Maintenance Worker – Parks	15.6427/23.2057	40 hrs/week
Maintenance Worker – Streets	15.4192/22.8578	40 hrs/week
Senior Equipment Operator – Streets	17.5883/26.0865	40 hrs/week
Senior Maintenance Worker – Streets	17.5478/26.0264	40 hrs/week
Traffic Signal Technician	17.5072/25.9663	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	15.9556/21.1141	40 hrs/week

ORDINANCE NO. 9538 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Cashier	14.7504/20.0999	40 hrs/week
Custodian	16.4824/19.4635	40 hrs/week
Electric Distribution Crew Chief	31.5374/40.1096	40 hrs/week
Electric Underground Crew Chief	31.5374/40.1096	40 hrs/week
Engineering Technician I	19.3051/27.6220	40 hrs/week
Engineering Technician II	23.8649/32.7220	40 hrs/week
Instrument Technician	29.2910/38.6958	40 hrs/week
Lineworker Apprentice	20.0501/29.3996	40 hrs/week
Lineworker First Class	29.8350/35.2863	40 hrs/week
Materials Handler	22.9057/30.7045	40 hrs/week
Meter Reader	17.4937/22.8123	40 hrs/week
Meter Technician	23.5203/29.0688	40 hrs/week
<u>Payroll Clerk</u>	<u>15.9556/21.1141</u>	<u>40 hrs/week</u>
Power Dispatcher I	27.7874/38.6353	40 hrs/week
Power Dispatcher II	29.1854/40.5728	40 hrs/week
Power Plant Maintenance Mechanic	27.8819/34.7182	40 hrs/week
Power Plant Operator	31.0740/36.1958	40 hrs/week
Senior Accounting Clerk	17.8912/23.4360	40 hrs/week
Senior Engineering Technician	31.0860/38.0423	40 hrs/week
Senior Materials Handler	27.7582/36.2068	40 hrs/week
Senior Meter Reader	20.7188/24.5907	40 hrs/week
Senior Power Dispatcher	34.7740/47.7197	40 hrs/week
Senior Power Plant Operator	32.7054/41.9272	40 hrs/week
Senior Substation Technician	37.7867/39.1631	40 hrs/week
Senior Water Maintenance Worker	22.7186/29.9152	40 hrs/week
Substation Technician	34.9805/36.3691	40 hrs/week
Systems Technician	30.8277/39.1631	40 hrs/week
Tree Trim Crew Chief	27.9451/34.7038	40 hrs/week
Utility Electrician	27.2778/35.8483	40 hrs/week
Utility Technician	26.3840/37.1128	40 hrs/week
Utility Warehouse Clerk	20.2102/24.9346	40 hrs/week
Water Maintenance Worker	18.9281/26.1756	40 hrs/week
Wireworker I	21.5148/30.4219	40 hrs/week
Wireworker II	29.8350/35.2863	40 hrs/week

ORDINANCE NO. 9538 (Cont.)

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	19.8680/29.2110	
Police Sergeant	24.8667/35.8359	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will

ORDINANCE NO. 9538 (Cont.)

not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	18.7981/26.0650	212 hrs/28 days
Firefighter / EMT	14.0979/20.4591	212 hrs/28 days
Firefighter / Paramedic	15.8872/22.4380	212 hrs/28 days
Life Safety Inspector	21.4104/30.3788	40 hrs/week
Shift Commander	22.7027/29.7114	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid

ORDINANCE NO. 9538 (Cont.)

for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	15.9229/22.4051	40 hrs/week
Equipment Operator – WWTP	17.2575/24.2831	40 hrs/week
Maintenance Mechanic I	17.6458/24.8295	40 hrs/week
Maintenance Mechanic II	19.9508/28.0728	40 hrs/week
Maintenance Worker – WWTP	17.8184/25.0723	40 hrs/week
Wastewater Clerk	13.6019/19.1390	40 hrs/week
Wastewater Plant Laboratory Technician	18.8233/26.4862	40 hrs/week
Wastewater Plant Operator I	16.1293/22.6958	40 hrs/week
Wastewater Plant Operator II	18.0341/25.3758	40 hrs/week

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	16.9739/22.6583	40 hrs/week

ORDINANCE NO. 9538 (Cont.)

Accounts Payable Clerk	15.9842/23.1260	40 hrs/week
Administrative Assistant	16.9879/24.3654	40 hrs/week
Administrative Assistant - Parks	16.2511/23.0955	40 hrs/week
Audio Video Technician	17.0679/24.0784	40 hrs/week
Building Inspector	20.6101/29.2433	40 hrs/week
Building Secretary	15.6842/22.2899	40 hrs/week
Community Development Administrator	18.5072/26.6099	40 hrs/week
Community Development Specialist	16.9879/24.3654	40 hrs/week
Computer Operator	20.5388/26.9996	40 hrs/week
Computer Programmer	22.7577/33.3521	40 hrs/week
Computer Technician	21.1549/27.8100	40 hrs/week
Crime Analyst	18.7931/26.6798	40 hrs/week
Electrical Inspector	20.6101/29.2433	40 hrs/week
Emergency Management Coordinator	16.2511/23.0955	40 hrs/week
Engineering Technician – Public Works	20.6353/29.1027	40 hrs/week
Evidence Technician	15.4963/22.6768	40 hrs/week
Finance Secretary	15.6842/22.2899	40 hrs/week
GIS Coordinator	24.0812/33.7908	40 hrs/week
Maintenance Worker I – Building, Library	15.7703/21.3427	40 hrs/week
Maintenance Worker II – Building, Police	16.6192/22.5290	40 hrs/week
Planning Secretary	15.6842/22.2899	40 hrs/week
Planning Technician	21.5251/30.2849	40 hrs/week
Plans Examiner	20.8608/29.5990	40 hrs/week
Plumbing Inspector	20.6101/29.2433	40 hrs/week
Police Records Clerk – Full Time	14.0354/19.5366	40 hrs/week
Public Safety Dispatcher	15.6560/22.8690	40 hrs/week
Shooting Range Operator	21.5681/29.2359	40 hrs/week
Stormwater Technician	20.6353/29.1027	40 hrs/week
Utility Secretary	15.6842/22.2899	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for

ORDINANCE NO. 9538 (Cont.)

the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms.

ORDINANCE NO. 9538 (Cont.)

Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor,

ORDINANCE NO. 9538 (Cont.)

Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-

ORDINANCE NO. 9538 (Cont.)

eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees

ORDINANCE NO. 9538 (Cont.)

covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours ($50\% \times 1,280 \text{ hours} = 640 \text{ hrs.}$), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees

ORDINANCE NO. 9538 (Cont.)

represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

SECTION 13. Those portions of Ordinance No. 9519 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: _____

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-1

Approving Minutes of May 12, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 12, 2015

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 12, 2015. Notice of the meeting was given in *The Grand Island Independent* on May 6, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:09 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Pastor Dan Brenton, Evangelical Free Church, 2609 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Tourism Recognition Month" May 2015. Mayor Jensen proclaimed the month of May 2015 as "Tourism Recognition Month". Brad Mellema with the Convention & Visitors Bureau was present to receive the proclamation and updated the Council on upcoming events in Grand Island.

Recognition of the Community Youth Council for 20 Years of Creating Youth Change. The Mayor and City Council recognized the hard work and many hours contributed by the Community Youth Council (CYC) to the community of Grand Island. A video presentation was given highlighting the CYC events over the past 20 years.

ORDINANCES:

#9536 – Consideration of Annexation of Property Proposed for Platting as GI Acres Subdivision Located at 4311 West 13th Street (Final Reading)

Building Department Director Craig Lewis stated this was the third of three readings for the annexation of GI Acres Subdivision located at 4311 West 13th Street.

Motion by Donaldson, second by Fitzke to approve Ordinance #9536 on final reading. Upon roll call vote, all voted aye. Motion adopted.

#9538 - Consideration of Amending Salary Ordinance Relative to FTE Changes in the Finance Department. This item was pulled from the agenda.

CONSENT AGENDA: Consent Agenda items G-5 and G-11 (Resolutions #2015-124 and #2015-130) were removed for further discussion. Motion by Haase, second by Minton to approve the Consent Agenda excluding items G-5 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 28, 2015 City Council Regular Meeting.

#2015-121 - Approving Final Plat and Subdivision Agreement for GI Acres Subdivision. It was noted that Niedfelt Property Management Preferred, LLC, owners, had submitted the Final Plat and Subdivision Agreement for the GI Acres Subdivision for the purpose of creating 1 lot located south of 13th Street and east of Engleman Road consisting of 3.46 acres.

#2015-122 - Approving Final Plat and Subdivision Agreement for Skag-Way Third Subdivision. It was noted that Super Market Developers, Inc., owners, had submitted the Final Plat and Subdivision Agreement for Skag-way Third Subdivision for the purpose of creating 2 lots located north of State Street and east of Broadwell Avenue consisting of 12 acres.

#2015-123 - Approving Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision. It was noted that Niedfelt Property Management Preferred, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision for the purpose of creating 17 lots located south of Capital Avenue and west of US Highway 281 consisting of 13.30 acres.

#2015-124 - Approving Downtown Revitalization Loan Agreement for The Chocolate Bar's Downtown Revitalization Fund Approval in an Amount of \$159,339.00. Discussion was held regarding the number of grant applications. Regional Planning Director Chad Nabity stated there were two applications for this grant.

Motion by Nickerson, second by Donaldson to approve Resolution #2015-124. Upon roll call vote, all voted aye. Motion adopted.

#2015-125 - Approving Bid Award for Hall County SID No. 2 Sanitary Sewer Improvements – 2014 with Myers Construction, Inc. of Broken Bow, NE in an Amount of \$2,180,806.00.

#2015-126 - Approving Request from the YMCA for Permission to Use City Streets and State Highways for the 2015 June Jamboree.

#2015-127 - Approving Authorization for Emergency Sanitary Sewer Repairs in the Alley between Lincoln Avenue and Greenwich Street; South Street to Fonner Park Road with The Diamond Engineering Company of Grand Island, NE in an Amount of \$97,145.78.

#2015-128 - Approving Bid Award for 3rd Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 and Water Main Project No. 2015-W-3 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$424,952.17.

#2015-129 - Approving Appointment of Director and Authorized Individuals for Public Power Generation Agency.

#2015-130 - Approving Architectural Services for Grand Island Emergency 911/Operations Center Design with Carlson West Povondra Architects of Omaha, NE in an Amount of \$20,500.00. Discussion was held regarding the design as a new facility or a backup. Emergency Management Director Jon Rosenlund stated there would be several options for the Council to decide on.

Motion by Stelk, second by Fitzke to approve Resolution #2015-130. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTION:

#2015-131 - Consideration of Approving Amendment to Finance Personnel FTE Budget Allocation. This item was pulled from the agenda.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of April 29, 2015 through May 12, 2015, for a total amount of \$2,833,443.62. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:57 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-2

Approving Minutes of May 19, 2015 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 19, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 19, 2015. Notice of the meeting was given in the *Grand Island Independent* on May 13, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, Assistant to the City Administrator Nicki Stoltenberg, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Huraiya Adhora followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Presentation on Tax Increment Financing (TIF): Chad Nabity, Regional Planning Director, introduced Mr. Michael Bacon. Mr. Bacon is an attorney with Bacon & Vinton Law Offices of Gothenburg, Nebraska and has been advising the Grand Island Community Redevelopment Authority on Tax Increment Financing projects since 2008.

The presentation answered questions such as What is it?; How does it work?; Why do we need it?; How have we used it?; and What is the impact of using it?

There were many points highlighted in the presentation. A few of those included:

- the definition of “Blighted and Substandard”;
- the process of which an area of the city is declared ‘blighted and substandard’;
- the Redevelopment Authority and its purpose;
- the “But for Test”;
- a Cost Benefit Analysis and its purpose;
- an explanation regarding the TIF Bond;
- TIF limitations and Enhanced Employment Area.

Mr. Nabity also provided Council with some examples of recent TIF projects and their economic impact on the neighborhood.

Mr. Bacon stated that based on the 2014 report filed with the State of Nebraska Property Tax Administrator, the CRA has entered into redevelopment contracts that have increased valuation in Grand Island by \$20,240,938.

Presentation on Proposed Wind Energy Project: Tim Luchsinger, Utilities Director, provided a presentation on the project.

A few of the highlights included:

- a summary of the Clean Air Act;
- the Clean Power Plan;
- the NPPD Power Purchase Agreements;
- a graphical scenario of our current generation source ratio;
- the Prairie Breeze projects;
- and the details of the proposed Power Purchase Agreement.

Mr. Luchsinger mentioned that this information will be presented during a hearing of the Nebraska Power Review Board on May 22, 2015.

Mayor Jensen took time to recognize the CYC students that were with us earlier this evening. Huraiya Adhora is a junior at Grand Island Senior High. She will be Vice President of her senior class and plans to study at UNL with the hopes of becoming a pediatric surgeon. She is currently an athletic trainer at GISH. Maricela Paramo is a sophomore at Grand Island Senior High, is a member student council, the forensics team and a member of the multicultural club.

ADJOURNMENT: The meeting was adjourned at 8:53 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-3

Approving Request for Liquor Manager Designation for Charity I. Hespe, 754 K Road, Chapman, NE with Ruby Tuesday, 3429 West 13th Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 26, 2015

Subject: Request from Charity I. Hespe, 754 K Road, Chapman, NE for Liquor Manager Designation with Ruby Tuesday, 3429 West 13th Street

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Charity I. Hespe, 754 K Road, Chapman, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Ruby Tuesday, 3429 West 13th Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Charity I. Hespe, 754 K Road, Chapman, NE for Liquor Manager Designation in conjunction with the Class "I-67017" Liquor License for Ruby Tuesday, 3429 West 13th Street with the stipulation that Ms. Hespe complete a state approved alcohol server/seller training program.

05/20/15
450
09:57
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 10:22:00 05/11/2015
Date disposition declared : **/**/****
Incident number : L15051023
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3429 13th St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	114286	05/12/15	Ruby Tuesday,	Business
Involvement				
NM	123322	05/12/15	Hespe, Charity I	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:

----- (lwmain14042205122015)
I received a copy of a liquor manager application from Charity Hespe for
Ruby Tuesday.
~~----- (lwmain14042205122015)~~

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
05/20/15		Grand Island Police Department	
450			
09:57		LAW INCIDENT TABLE	Page:
2			

1	AOFF AOFF Alcohol Offense	0.00
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LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:06:21 05/20/2015

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed May 20 09:06:31 CDT 2015
Reporting Officer: Vitera Unit- CID

On 5/11/15, I received a copy of a liquor manager application from Charity Hespe for Ruby Tuesday. Charity is the only person listed on the application, and she has lived the majority of her life in the Grand Island area.

Charity disclosed that she has been convicted of an unspecified misdemeanor in June of 2014. I searched Charity in Spillman and NCJIS. Most of Charity's contacts in Spillman are in the capacity of being either a reporting party, victim or witness. I did find where she was cited for careless driving and a violation of a permit.

From checking NCJIS, I learned that Charity has been convicted of speeding on 9/2/08, careless driving 4/30/14, no valid registration on 2/18/15. The misdemeanor crime that Charity disclosed was determined to be a violation of permit holder restrictions. She plead guilty, and the case was closed on 6/4/14. I found the details of that charge in

Spillman. It appears that Charity has a permit to carry a concealed weapon. One of the restrictions involving that permit is that the permit holder can't carry a concealed weapon when they have consumed alcoholic beverages. Charity violated that restriction.

Charity doesn't have any outstanding warrants for her arrest, and she has a valid driver's license. I did a general Internet search and also searched a paid law enforcement-only database and didn't find anything which would preclude Charity from becoming the liquor manager at Ruby Tuesday.

All in all, the Grand Island Police Department has no objection to Charity Hespe becoming the liquor manager at Ruby Tuesday.



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-4

#2015-132 - Approving Change Order #1 with Veolia North America for Precipitator, Bottom Ash and Boiler Industrial Cleaning - Spring, 2015 at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: May 26, 2015

Subject: Change Order #1 - Precipitator, Bottom Ash and Boiler
Industrial Cleaning at Platte Generating Station – Spring
2015 Outage

Item #'s: G-4

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The specifications were issued for bid and the contract was awarded by Council to the low responsive bidder, Veolia North America of Liberty, Missouri for \$207,140.10 on February 10, 2015 per Resolution 2015-31.

Discussion

The new Spray Dry Absorber (SDA) at the Platte Generating Station is the air quality control equipment used to remove acid gases from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's future operating permit. During the Spring Outage, the SDA vessel and ductwork were inspected for the first time since running in the fall of 2014. Large quantities of ash and lime were found in the SDA hopper and ductwork. This required a major cleanout effort to restore the functionality and performance of the system.

Veolia proposed to perform the additional cleanout of the SDA, which was not part of the original scope, at an additional cost of \$57,161.50, for a total contract cost of \$264,301.60.

Veolia had all of the manpower and equipment on site to perform the additional work. This additional cost was based on unit pricing for services included in the original bid documents in the event of the addition or deletion of work scope by the contractor. It included vacuum services, hydro-blasting services and use of specialty three dimensional cleaning nozzles used specifically for cleaning the SDA vessel.

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 authorizing Change Order #1 with Veolia North America of Liberty, Missouri for the Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station for an addition to the contract price of \$57,161.50.

Sample Motion

Motion to approve Change Order #1 from Veolia North America in the amount of \$57,161.50, for the Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station.

City of Grand Island
 Utilities Department
 General Work Contract - Change Order
 Contract: 2015-31

Precipitator, Bottom Ash and Boiler Industrial Cleaning-Spring 2015 Outage

Comments: This additional work was identified during the Spring Outage.

Council Resolution 2015-31 awarded February 10, 2015

\$207,140.10

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001-Labor	Additional cleaning to Spray Dry Absorber	\$57,161.50
002	Vacuum services	
003	Hydro work	
004	SDA clean	
005		
006		
007		
008	Tax	N/A
009		
010		
011		
012		
013		
014		
015		
016		
017		
018		
019		
020		
021		
022		
023		
024		
	Total	\$57,161.50

RESOLUTION 2015-132

WHEREAS, Veolia North America of Liberty, Missouri, was awarded the contract for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2015, at Platte Generating Station, at the February 10, 2015 City Council meeting per Resolution 2015-3 in the amount of \$207,140.10; and

WHEREAS, during the Spring Outage, the Spray Dry Absorber (SDA) vessel and ductwork were inspected for the first time since running in the fall of 2014; and

WHEREAS, during this inspection, large quantities of ash and lime were found in the SDA hopper and ductwork and required a major cleanout effort to restore the functionality and performance of the system; and

WHEREAS, Veolia had all of the manpower and equipment on-site to perform the additional work based on unit pricing for services included in the original bid.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Veolia North America, resulting in an additional cost of \$57,161.50, for a final contract price of \$264,301.60, is hereby approved.

- - -

Adopted 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



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

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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

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.

(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.

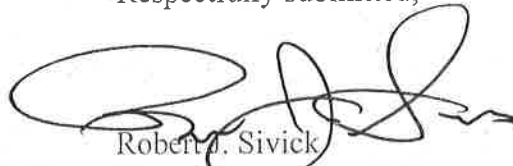
(n) The Municipality has obtained all necessary permits, licenses and approvals required by law, whether state or federal, to be obtained by the Municipality in connection with the operation of the System, and such permits, licenses and approvals are in full force and effect.

(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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-6

#2015-134 - Approving Change Order #3 for Air Quality Control System Engineering at Platte Generating Station with Kiewit Power Engineers

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: May 26, 2015

Subject: Change Order #3 - Air Quality Control System
Engineering Services at Platte Generating Station –
Kiewit Power Engineers

Item #'s: G-6

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March 2015, although an additional one year for compliance may be granted by individual states.

On March 26, 2012, Council awarded the Owner's Engineer contract to Kiewit Power Engineers (KPE) for a base not-to-exceed cost of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.

Kiewit Power Engineers completed the task of the technology screening and determination of the system required to meet the required emission reduction levels. Results of this study were reviewed by Department technical and management staff and they concur with the recommendations reached by KPE. As a result of these recommendations, KPE proceeded with the dry scrubber system design and Contract Change Order #1 for an additional not-to-exceed cost of \$82,992.00 was approved by Council on June 26, 2012.

To ensure all technical specifications were met and assist in the contract negotiations, Kiewit was directed to attend an additional meeting in Grand Island with AMEC and Department staff. As a result of this additional time and expenses, Contract Change Order #2 for an additional \$14,502.00 was approved on February 12, 2013.

Discussion

During construction, additional services were required to review changes for 5kv switchgear and scaling issues during start-up operations. To ensure all technical specifications were met, Kiewit Engineering reviewed documentation to ensure compliance with the original contract was being met. As a result of this additional time, a contract change order for an additional \$27,865.00 for a total contract cost of \$474,399.00 is required.

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 authorizing Change Order #3 with Kiewit Power Engineers of Lenexa, Kansas for the Air Quality Control System Engineering Services at Platte Generating Station for an addition to the contract price of \$27,865.00.

Sample Motion

Motion to approve Change Order #3 from Kiewit Power Engineers in the amount of \$27,865.00 for the Air Quality Control System Engineering Services at Platte Generating Station.

**INTEROFFICE
MEMORANDUM**



*Working Together for a
Better Tomorrow. Today.*

TO: Kiewit Power Engineers
Attn: Dan Witt, Project Manager
9401 Renner Blvd.
Lenexa, KS 66219

PROJECT: Air Quality Control System Engineering Services at Platte Generating Station

You are hereby directed to make the following change in your contract:

1 Additional payment per the Original Contract.

ADD: \$27,865.00

The original Contract Sum	<u>\$349,040.00</u>
Previous Change Order Amounts	<u>\$97,494.00</u>
The Contract Sum is increased by this Change Order	<u>\$27,865.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$474,399.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: Kiewit Power Engineers

By: _____

Date _____

Air Quality Control System Engineering Services at Platte Generating Station

Comments: Additional cost required to review changes for 5kv switchgear and scaling issues during startup operations.

Contractor: Kiewit Power Engineers

\$349,040.00

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Review changes for 5kv switchgear and scaling issues during	\$27,865.00
002	startup operations.	
003		
004	To ensure all technical specifications were met, Kiewit Engineering reviewed documentation to ensure compliance with the original contract was being met.	
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028		
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	Total	\$27,865.00

RESOLUTION 2015-134

WHEREAS, Kiewit Power Engineers of Lenexa, Kansas was awarded the contract for Air Quality Control System Engineering Services at Platte Generating Station, at the March 26, 2012 City Council meeting per Resolution #2012-78; and

WHEREAS, in June 26, 2012, per Resolution 2012-159 Council approved Change Order #1 after review and determination that a Dry Scrubber System Design would be needed; and

WHEREAS, on January 8, 2013, Council awarded the bid for Mercury Air Toxic Standards Compliance Retrofit Project to AMEC, of Tucker, Georgia; and

WHEREAS, to assist with negotiations of the contract for the Mercury Air Toxic Standards Compliance Retrofit Project with AMEC, and as a result of this additional time, contract Change Order #2 for an additional \$14,502.00 was required for a total contract cost of \$446,534.00; and

WHEREAS, during construction, additional services were required to review changes for 5kV switchgear and scaling issues that occurred during start-up operations, and Kiewit Engineering reviewed documentation to ensure all technical specifications were met to ensure compliance with the original contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #3 with Kiewit Power Engineers of Lenexa, Kansas, resulting in an additional cost of \$27,865.00 , for a final contract price of \$474,399.00, is hereby approved.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-7

**#2015-135 - Approving Change Order No. 1 for Handicap Ramp
Project No. 2015-HC-1**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 26, 2015

Subject: Approving Change Order No. 1 for Handicap Ramp
Project No. 2015-HC-1

Item #'s: G-7

Presenter(s): John Collins PE, Public Works Director

Background

The Diamond Engineering Company, of Grand Island, Nebraska was awarded a \$197,706.81 contract on April 14, 2015. The contract was for the installation of handicap ramps, in conjunction with street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations.

Discussion

During the installation of the handicap ramps at the intersection of Koenig Street and Yund Street a box storm sewer was uncovered. Change Order No.1 covers the delivery, cutting and installation of ½" x 4' x 35' steel sheeting on the storm sewer pipe at this intersection.

The extra work adds a total cost of \$3,275.00 to the project. There are sufficient funds in Account No's. 40033525-90150 & 10033506-85351.

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 Council approve Change Order No. 1 for Handicap Ramp Project No. 2015-HC-1.

Sample Motion

Move to approve the resolution.

PROJECT: Handicap Ramp Project No. 2015-HC-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: April 14, 2015

During the installation of the handicap ramps at the intersection of Koenig Street and Yund Street a box storm sewer was uncovered.

- Deliver, cut and install ½" x 4' x 35' steel sheeting on storm sewer pipe in the Intersection of Koenig Street and Yund Street \$3,275.00

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order \$197,706.81

Net Increase/~~Decrease~~ Resulting from this Change Order \$ 3,275.00

Revised Contract Price Including this Change Order \$200,981.81

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

_____ The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2015-135

WHEREAS, on April 14, 2015, by Resolution 2015-93, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$197,706.81 for Handicap Ramp Project No. 2015-HC-1; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1, and

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Company are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$3,275.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

- Deliver, cut, and install ½" x 4' x 35' steel sheeting on storm sewer pipe in the Intersection of Koenig Street and Yund Street
\$3,275.00

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-8

**#2015-136 - Approving Award of Proposal for Consulting Services
for the Re-Permitting of the Solid Waste Landfill**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: May 26, 2015

Subject: Approving Award of Proposal for Consulting Services for the Re-Permitting of the Solid Waste Landfill

Item #'s: G-8

Presenter(s): John Collins PE, Public Works Director

Background

On April 6, 2015 a Request for Proposals (RFP) for consulting services for Re-Permitting of the Solid Waste Landfill was advertised in the Grand Island Independent and sent to five (5) potential proposers by the Solid Waste Division of the Public Works Department.

Re-permitting of RCRA Sub-title D landfills is required to be completed every five (5) years per NDEQ Title 132 regulations. The current landfill permit expires on April 15th, 2016. The NDEQ has requested that we start the process with a permit inspection in September and submit the permit application to them in November.

The Grand Island Area Landfill currently has an estimated site life capacity through the year 2040 in the current permitted Phase 1 disposal area. Cell 3 of Phase I, which will be the next landfill expansion project, is anticipated to begin in FY 2017. The fourth and final cell of Phase 1 is anticipated to be constructed in FY 2025.

Discussion

Three (3) proposals were received on April 28, 2015 from the following firms:

- G.N. Kuhn Engineering, LLC of Omaha, Nebraska
- SCS Aquaterra of Omaha, Nebraska
- HDR of Omaha, Nebraska

The proposals were reviewed by Public Works Staff. SCS Aquaterra of Omaha, Nebraska submitted the proposal that was chosen using the criteria listed in the RFP.

SCS Aquaterra will provide all consulting services to complete the landfill re-permitting work for submittal to the Nebraska Department of Environmental Quality (NDEQ) for an amount not to exceed \$20,188.00.

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 Council approve the award of the proposal to SCS Aquaterra of Omaha, Nebraska for an amount not to exceed \$20,188.00.

Sample Motion

Motion to approve the award of the proposal to SCS Aquaterra of Omaha, Nebraska.

RESOLUTION 2015-136

WHEREAS, the City Of Grand Island invited proposals for consulting services for the Re-Permitting of the Solid Waste Landfill, according to Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on April 28, 2015 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, SCS Aquaterra of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$20,188.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of SCS Aquaterra of Omaha, Nebraska for consulting services for the Re-Permitting of the Solid Waste Landfill is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-9

**#2015-137 - Approving Certificate of Final Completion and
Scheduling the Board of Equalization for Fence Removal at 904 W
Phoenix Avenue**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 26, 2015

Subject: Approving Certificate of Final Completion and Scheduling the Board of Equalization for Fence Removal at 904 W Phoenix Avenue

Item #'s: G-9

Presenter(s): John Collins PE, Public Works Director

Background

On April 15, 2014 a letter was sent to the property owner, by the Public Works Department, concerning a fence in the public right of way causing a sight obstruction to vehicular traffic at 904 West Phoenix Avenue (Lot 1, Block 1, Glover's Subdivision, Grand Island, Hall County, Nebraska). The letter stated the section of fence in the public right of way needed to be removed by May 15, 2014 to prevent accident or injury to citizens traveling through the intersection of Phoenix Avenue and Clark Street. Section 20-11 of the City Code addresses obstructing the public right of way.

With no response from the property owner regarding such violation the City Attorney's Office sent a letter on July 17, 2014 requiring the fence in the public right of way be removed by July 25, 2014. If such action was not taken by the property owner the letter stated the City would remove the fence and bill them for the cost of the removal. A notice was posted by City staff at the subject property on the same date of July 17, 2014.

Discussion

The fence in the public right of way at 904 West Phoenix Avenue was removed to conform to City Code, as well as to enhance public safety for vehicular traffic, on April 10, 2015 by Galvan Construction, Inc. for the amount of \$500.00.

The cost for this fence removal will be assessed to the subject property of 904 West Phoenix Avenue. The payments will be spread over five (5) years at 7% simple interest. The first payment of principle only at 1/5th of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owner and will send a reminder letter

advising them that the Board of Equalization is scheduled for June 23, 2015; the first payment will be due shortly after.

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 Council approve the Certificate of Final Completion for removal of fence in the public right of way at 904 West Phoenix Avenue and set the Board of Equalization date of June 23, 2015.

Sample Motion

Move to approve the Certificate of Final Completion and set the Board of Equalization for removal of fence in the public right of way at 904 West Phoenix Avenue.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Fence Removal from Public Right of Way at 904 West Phoenix Avenue
CITY OF GRAND ISLAND, NEBRASKA
May 26, 2015

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that fence removal from the public right of way at 904 West Phoenix Avenue has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska. The work has been completed in accordance with the terms, conditions, and stipulations of said work. The work is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer/Public Works Director in accordance with the provision of City Code Section 20-11; Obstruction Public Right of Way.

Fence Removal from Public Right of Way at 904 West Phoenix Avenue

<u>No.</u>	<u>Description</u>	<u>Lump Sum Price</u>	<u>Total Cost</u>
1	Fence removal from public right of way	\$500.00	\$500.00

TOTAL COST – FENCE REMOVAL FROM PUBLIC RIGHT OF WAY AT 904 WEST PHOENIX AVENUE	\$500.00
---	-----------------

LESS AMOUNT PREVIOUSLY PAID CONTRACTOR	\$ 0.00
---	----------------

BALANCE DUE CONTRACTOR THIS FINAL PAYMENT	\$500.00
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TOTAL COST OF FENCE REMOVAL FROM PUBLIC RIGHT OF WAY AT 904 WEST PHOENIX AVENUE	\$500.00
--	-----------------

Amount Assessable to Property Owner	\$500.00
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Respectfully Submitted,

John Collins, P.E.
Public Works Director

I hereby recommend that the Engineer's Certificate of Final Completion for fence removal from the public right of way at 904 West Phoenix Avenue be approved.

I further recommend that the City Council sit as a Board of Equalization on June 23, 2015 to determine benefits and levy special assessments.

Respectfully Submitted,

Jeremy L. Jensen
Mayor

RESOLUTION 2015-137

WHEREAS, the City Engineer/Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for fence removal from the public right of way at 904 West Phoenix Avenue, certifying that Galvan Construction, Inc. of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations for such work; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Certificate of Final Completion for fence removal from the public right of way at 904 West Phoenix Avenue; and

WHEREAS, the Mayor concurs with the recommendations of the City Engineer/Public Works Director.

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

1. The City Engineer/Public Works Director's Certificate of Final Completion for fence removal in the public right of way at 904 West Phoenix Avenue, is hereby confirmed.
2. The City Council will sit as a Board of Equalization on June 23, 2015 to determine benefits and set assessments for fence removal in the public right of way at 904 West Phoenix Avenue.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-10

#2015-138 - Approving Physio-Control Cardiac Monitor Maintenance Contract

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, EMS Division Chief

Meeting: May 26, 2015

Subject: Physio-Control Cardiac Monitor Maintenance Contract

Item #'s: G-10

Presenter(s): Russ Blackburn, EMS Division Chief

Background

For the past eighth years the City has entered into an agreement with Physio Control for service and maintenance of the Grand Island Fire Department heart monitors. The contract covers monitors not still under warranty, and eliminates annual increases for this service by committing to a three year agreement.

Discussion

Having the cardiac monitors inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these monitors. Repairs are done at no additional cost, saving the City money over the duration of the contract. When a monitor needs repairs Physio sends a replacement monitor to use while the repairs are completed, not reducing our available assets. The cost of the maintenance service is \$32,568.00 annually.

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 Council approve the maintenance contract with Physio Control Corporation.

Sample Motion

Move to approve the maintenance contract with Physio Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT

**PHYSIO
CONTROL**

Contract Number:

End User # 00558203
GRAND ISLAND FD
1720 N BROADWELL
GRAND ISLAND, NE 68803

Bill To # 00558202
GRAND ISLAND FD
100 E FIRST ST
GRAND ISLAND, NE 68802

This Technical Service Support Agreement begins on 6/1/2015 and expires on 5/31/2018.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$32,568.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By: 

By:

Title: CONTRACT ANALYST

Print:

Date: 05/11/2015

Title:

Date:

Purchase Order Number:

Territory Rep: WEMM59
Jeremy Stevens
Phone:
FAX: 800-772-3340

Customer Contact:
Russ Blackburn
Phone: 308-385-5444 ext 227
FAX: 308-385-5423

Reference Number: SC-1138

Renewal

Printed: 5/8/2015

Page 1 of 6

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

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removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Jeremy Stevens, WEMM59

District: MIDWEST

Phone:

FAX: 800-772-3340

Equipment Location: GRAND ISLAND FD, 00558203

1720 N BROADWELL

GRAND ISLAND, NE 68803

Scope Of Service On Site Preventative Maintenance

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500229	40486845	8	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486843	9	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486844	10	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486847	11	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486846	12	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486842	13	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40486841	14	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40696088	15	6/1/2015	5/31/2018	3
LIFEPAK®1000	320371500229	40696087	16	6/1/2015	5/31/2018	3

Scope Of Service On Site Preventative Maintenance; Ship In Repair Plus

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	33029192	1	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-002936	31911860	2	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-002936	31911610	3	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-002940	30132573	4	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-007228	38029138	5	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-005985	34115232	6	6/1/2015	5/31/2018	3
LIFEPAK® 12	VLP12-02-005985	33029622	7	6/1/2015	5/31/2018	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 1000 Automated External Defibrillator Services

LIFEPAK® 1000 AED Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

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RESOLUTION 2015-138

WHEREAS, the City of Grand Island Fire Department has sixteen cardiac monitors to care for our patients with cardiac symptoms; and

WHEREAS, the cardiac monitors have to be inspected yearly for proper performance as protection from liability; and

WHEREAS, the three year maintenance contract with Physio-Control specifies yearly inspections and no additional cost maintenance for the term of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the three year maintenance agreement with Physio-Control.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign such agreements on behalf of the City of Grand Island.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-11

#2015-139 - Amending City Fee Structure to Include Cemetery Columbarium Fee's

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 26, 2015

Subject: Amending the 2014/2015 Fee Schedule to Include Columbarium Fees

Item #'s: G-11

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

A City Council study session was held last year to consider options for addressing space issues at the Cemetery. To help with the space issues, it was discussed and recommended to construct a columbarium.

A columbarium is designated for the inurnment of ashes of those who have been cremated. It is similar to a mausoleum, except it houses urns instead of caskets. Individual spaces are called a niche. Each niche can hold up to two urns.



Discussion

Columbariums have become a popular option for many community cemeteries. The Grand Island City Cemetery staff plans to install a 48 niche columbarium unit. In order to provide columbarium space to the public, the City fee schedule must be amended.

Staff recommends \$600 for a single container and \$800 for two containers per niche. The existing \$200 charge for opening/closing of ash burials would still apply. Cemetery staff calculated the construction and maintenance cost of the columbarium, considered other City burial services fees, and researched other cemeteries to determine recommended fees for the columbarium.

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 Council approve the 2014/2015 Fee Schedule Amendment to include columbarium fees.

Sample Motion

Motion to modify the existing fee schedule.

RESOLUTION 2015-139

WHEREAS, it is necessary to amend the fee schedule for the City Cemetery to include Columbarium Fees; and

WHEREAS the amended fee schedule is as follows;

\$600 for one container and \$800 for two containers per niche.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Cemetery amended changes to the Fee Schedule to include Columbarium Fees be incorporated into the 2014/2015 budget.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-12

#2015-140 - Approving Renewal of Building Lease Agreement with the Nebraska State Patrol at the Former Cornhusker Army Ammunition Plant

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 26, 2015

Subject: Approving Renewal of Building Lease with the Nebraska State Patrol

Item #'s: G-12

Presenter(s): Todd McCoy

Background

Over ten years ago the City purchased property at the former Cornhusker Army Ammunition Plant (CAAP) to build Heartland Public Shooting Park (HPSP). Since the purchase, the City has been leasing one of the original CAAP buildings to the Nebraska State Patrol for storage.

Discussion

The Parks and Recreation Department recommends renewing the lease with the Nebraska State Patrol for two additional years. The State Patrol is a reliable tenant that mows the property, maintains landscaping, completes minor building repairs, and handles the snow removal.

The previous two year lease agreement was \$765 annually. The recommended new lease is \$800 annually.

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 City Council approve the resolution authorizing the extension of the lease with the Nebraska State Patrol for an additional two year period.

Sample Motion

Motion to approve the resolution authorizing the City to extend the lease for an additional two years to the Nebraska State Patrol in the amount of \$800.00 annually.

STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION #65152164
STORAGE LEASE AGREEMENT



This Storage Lease Agreement, hereinafter this "Lease," executed in duplicate, is by and between the **City of Grand Island**, a municipal corporation, hereinafter known as "Lessor," and **Department of Administrative Services, State Building Division**, an agency of the State of Nebraska, hereinafter known as "Lessee," acting on behalf of the **Nebraska State Patrol**, hereinafter known as "Tenant Agency," collectively the "Party" or "Parties."

1. Premises. Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, the premises located at:

**FORMER CORNHUSKER ARMY AMMUNITION PLANT SITE
6788 W HUSKER HWY BUILDING A-30
ALDA NE 68810**

hereinafter "Demised Premises," which consists of 4,755 square feet of leasable storage area, shown on the floor plan attached hereto and incorporated herein as *Exhibit A – Demised Premises Floor Plan* and a parking lot northeast of Building A-30 for inert storage purposes as shown on a site plan attached hereto and incorporated herein as *Exhibit E - Parking Lot Plan*. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of storage space.

- 1.1 Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees.
- 1.2 Common Areas – Lessee/Tenant Agency's Rights.** Lessor hereby grants to Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. Term.

- 2.1** The term of this Lease, hereinafter "Term," shall be for an initial term of 2 years, commencing on May 1, 2015, hereinafter the "Commencement Date," and ending on April 30, 2017, hereinafter the "Expiration Date," unless sooner terminated as hereinafter provided. This Lease shall in no case become effective until all required signatures and exhibits have been obtained and Demised Premises are ready for full legal occupancy. If Tenant Agency occupies said Demised Premises prior to Commencement Date, rent will commence at time of said occupancy and shall be

prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupation by Tenant Agency.

2.2 Intentionally Omitted.

2.3 It is agreed between Lessor and Lessee that in the event Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, in that event, Lessee prior to the expiration of the original Term of this Lease shall have the right exercisable at its sole option to renew the Lease for additional terms, hereinafter "Renewal Term," as mutually agreed by all Parties in writing, upon the same terms and conditions as those set forth in the original Lease, including the right to negotiate the rental rate, provided Lessee notifies Lessor in writing of its exercise of such right within forty-five (45) calendar days before the end of the original Term of this Lease. If any of the terms or conditions of this Lease are to be changed at the time of renewal, said changes must be mutually agreed to in writing between all Parties.

3. Rent.

3.1 Lessee shall pay Lessor rent in one annual installment payable in advance on the first (1st) day of May throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) year shall be determined by prorating the annual rent. Rent shall be made payable to:

CITY OF GRAND ISLAND – PARKS & RECREATION

and sent to Lessor's financial institution as designated by Lessor at the time of this Lease, or during the Term of this Lease to such other financial institution, as designated in writing and served as notice to Lessee.

3.2 Tenant Agency will occupy 4,755 square feet of space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved June 7, 1996 ("BOMA Standards") by the American National Standards Institute, Inc. (ANSI/BOMA 265.1-1996).

3.3 The payment schedule for the Term of this Lease shall be as follows:

Description	SF	Rate	Annual Rent
Inert Storage Space	4,755	\$0.16	\$800.00

3.4 Intentionally Omitted.

4. Termination.

4.1 This Lease may be terminated by Lessee by written notice to Lessor if sufficient appropriated funds are not available to Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses of Tenant Agency, including rent on the Demised Premises. If any Governor's budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of Tenant Agency, including rent hereunder, notice of such fact shall be given promptly to Lessor, and if at any time it appears that appropriated funds will be depleted in the

future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of Tenant Agency including rent hereunder are appropriated, this Lease may be kept in force with a prorata share of the space and corresponding rent decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency.

- 4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days notice of such cancellation in writing to the other Party.
- 4.3 Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.
- 4.4 Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee's right to immediately terminate this Lease for the same or different contract breach which may occur at a different time.
- 4.5 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.
- 4.6 If Lessee opts to terminate this Lease during the Term for any reason other than non-appropriations or failure of Lessor to comply with the terms and conditions, Tenant Agency will be responsible for any outstanding Tenant Improvement costs and such amount shall be based on the number of years remaining on the agreed to original Term.

If Lessor opts to terminate this Lease during the Term for any reason other than failure of Lessee to comply with the terms and conditions, Lessor will be responsible for any outstanding Tenant Improvements remaining on the original Term.

5. Notices. All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt, or overnight delivery and addressed as follows:

To Lessor at:

CITY OF GRAND ISLAND
ATTN: PARKS AND RECREATION DIRECTOR
PO BOX 1968
GRAND ISLAND NE 68802-1968
Phone: (308) 385-5444 ext. 290
Email: todd@grand-island.com

To Lessee at:

AS/BUILDING DIVISION
ATTN: 65152164
PO Box 98940
Lincoln, NE 68509-8940
Phone: (402) 471-8221
Email: sarah.mccarter@nebraska.gov

6. Assignment and Subletting.

- 6.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.
- 6.2 Notwithstanding the provisions of Section 6.1, above, Lessee may assign or sublet the Demised Premises, or any portion thereof, to any agency, board or commission of the State of Nebraska provided that said assignee assumes, in full the obligations of Lessee under this Lease and has sufficient appropriated funds available to assignee for the purpose of paying necessary operating expenses of the assignee, including rent on the Demised Premises.

7. Inspection – Right to Enter Premises. Lessee and/or Tenant Agency agree to permit Lessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same, subject to permission, accompaniment and supervision of Tenant Agency. Lessee and/or Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs for which Lessor is responsible for such repairs that are demonstrably necessary for the safety and preservation of the Demised Premises, subject to permission, accompaniment and supervision of Tenant Agency.

8. Fixtures and Personal Property. Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of Lessee and/or Tenant Agency, shall be and remain the property of Lessee and/or Tenant Agency and Lessor agrees that Lessee and/or Tenant Agency shall have the right to remove any or all of its personal property, trade fixtures and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of Lessor. Tenant Agency agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment and other personal property.

9. Alterations. Lessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld. All alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant Agency may, with or without consent of Lessor, make additions, alterations, repairs or other changes to the Demised Premises of a non-structural nature, provided that upon

completion of such alterations and additions, the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Said fair market value and rental value shall be determined by a licensed real estate appraiser, in good standing in the State of Nebraska, mutually agreed to by Lessee and Lessor.

10. Return of Premises. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted as provided in Section 9, above. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be mutually agreed upon between the Parties. If the costs cannot be agreed upon, the costs will be determined by a panel of three (3) persons consisting of Lessee, Lessor, and one (1) person selected by mutual consent of the Parties.

11. Destruction of Premises.

- 11.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate immediately after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency agent, invitee or employee caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.
- 11.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event.

12. Repair and Maintenance. During the Term of this Lease, Lessee shall maintain the Demised Premises and associated parking lot including, but not limited to, mowing, spraying, hand grubbing, or any combination of these methods, general landscaping, sidewalks, building entrances and graveled and concrete parking areas, and proper drainage to prevent erosion, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and any building equipment in good repair and tenantable condition.

As applicable, Lessee's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessor's agent, invitee, or employee. In addition, it is the responsibility of Lessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets to the storage space; this

is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment, if applicable. Lessee's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

13. Services and Utilities.

- 13.1 Utilities: Tenant Agency shall pay all utility costs for services necessary in the Demised Premises during the original Term and any Renewal Term of this Lease.
- 13.2 Intentionally Omitted.
- 13.3 Parking: Lessor shall provide Tenant Agency access to the parking lot located in the US Air Force Small CONUS Ground Station, which is 675 feet northeast of Building A-30 in a fenced-in area.
- 13.4 Other: Lessee will provide snow/ice removal from the surrounding sidewalks and entrance of the Demised Premises and associated parking lot. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), pest control, structural, roof, etc., for the Demised Premises, shall be provided by Tenant agency.
- 13.5 Intentionally Omitted.
- 13.6 Intentionally Omitted.
- 13.7 Intentionally Omitted.

14. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any Renewal Term thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

15. Compliance with Law.

- 15.1 Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

Lessee shall not conduct or allow to be conducted any illegal or prohibited activity on the premises and specifically shall not conduct or allow to be conducted any activities which violate any of the environmental laws, regulations, rules, or other regulatory measures of the United States Environmental Protection Agency (USEPA) or Nebraska Department of Environmental

Quality (NDEQ). The Lessee shall be responsible for and hold the Lessor harmless from all claims, costs, penalties, or any other consequences associated with violations of environmental laws committed by the Lessee.

- 15.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines. The HVAC System must be able to maintain a constant 72 °F temperature under all conditions. HVAC system in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHREA standard 55-2004) and ventilation (ASHRAE standard 62.1-2007).
- 15.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Intentionally Omitted.

16. Liabilities – Limited or Negligent Acts. Lessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and/or Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or employees.

Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee and/or Tenant Agency, its agents, employees or invitees.

17. Default.

- 17.1 In the event Tenant Agency and/or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet.
- 17.2 No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.
- 17.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a

hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder.

18. Compliance with Civil Rights Laws and Equal Opportunity Employment. Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Lessor nor any subcontractors of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

19. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

20. Lessor Site Policies, Rules and Regulations, Smoking Policy and Signage Criteria. Tenant Agency shall use its best efforts to ensure that its employees, agents and subcontractors comply with Lessor's site Policies, Rules and Regulations, while on Lessor's premises, attached hereto and incorporated herein as *Exhibit H-1, Rules and Regulations*. Tenant Agency shall use its best efforts to ensure the policies, rules and regulations are adhered to inside and outside the Demised Premises.

If Tenant Agency must perform on-site work outside of the daily operational hours as provided to Lessor, Tenant Agency must make arrangements with Lessor to ensure access to the facility and Tenant Agency equipment.

Tenant Agency shall not place any advertising signage without prior written approval of Lessor.

Tenant Agency shall use its best efforts to ensure the smoking policy is complied with on Lessor's Demised Premises, both inside and outside the building, attached hereto and incorporated herein as *Exhibit H-3, Smoking Policy*.

21. Insurance and Notice of Self-Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and such insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 21 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Lease or Lessee's right of recovery thereunder.

21.1 Lessor shall take out and maintain during the life of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees to be engaged in work for Lessor. Lessor shall require any subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is being performed, including Occupational Disease. This policy shall include a waiver of subrogation

in favor of Lessee. The amounts of the insurance shall not be less than the limits stated hereinafter.

21.2 Lessor shall take out and maintain during the life of this Lease such Commercial General Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease, whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial General Liability insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage, and shall include Lessee as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.

21.3 Lessor shall take out and maintain during the life of this Lease such Commercial Automobile Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial Auto Liability insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

21.4 Insurance Coverage Amounts Required.

21.4.1 Workers' Compensation and Employer's Liability

<i>Coverage A –</i>	<i>Statutory</i>
<i>Coverage B –</i>	
<i>Bodily Injury by Accident -</i>	\$100,000 each accident
<i>Bodily Injury by Disease -</i>	\$500,000 policy limit
<i>Bodily Injury by Disease -</i>	\$100,000 each employee

21.4.2 Commercial General Liability

<i>General Aggregate -</i>	\$2,000,000
<i>Products/Completed Operations Aggregate-</i>	\$2,000,000
<i>Personal/Advertising Injury -</i>	\$1,000,000 any one person
<i>Bodily Injury/Property Damage -</i>	\$1,000,000 per occurrence
<i>Fire Damage -</i>	\$50,000 any one fire
<i>Medical Payments -</i>	\$5,000 any one person

21.4.3 Commercial Automobile Liability

<i>Bodily Injury/Property Damage -</i>	\$1,000,000 combined single limit
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21.4.4 Umbrella/Excess Liability

<i>Over primary insurance -</i>	\$1,000,000 per occurrence
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21.5 Lessor shall furnish Lessee with a certificate of insurance coverage, attached hereto and incorporated herein as *Exhibit I, Certificate of Insurance*, which shall be submitted to Lessee annually thereafter through the Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable costs properly attributable thereto.

21.6 Lessee shall furnish Lessor with a certificate of self-insurance coverage, attached hereto and incorporated herein as *Exhibit I-2, Certificate of Self-Insurance*, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of R.R.S., 1943, § 81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the State Claims Board and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, § 81.8,209.08, et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

22. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver is in writing signed by the applicable Party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms hereof.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

25. Lessor Stipulations - Taxes. Any and all taxes imposed by the State of Nebraska or its political subdivisions upon the Demised Premises shall be paid promptly by the Lessor. Proof of such payment shall be provided to Lessee and Tenant Agency for reimbursement to Lessor by Tenant Agency.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSOR:

ATTEST:

**CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,**

ReNae Edwards, City Clerk

Jeremy Jensen, Mayor

LESSEE:

Byron Diamond, Director
Department of Administrative Services

Date

Rodney Anderson, Administrator
AS/State Building Division

Date

Exhibit A – Demised Premises Floor Plan (Section 1)



Exhibit B – Tenant Improvements (Section 2) Intentionally Omitted

Exhibit C - Acknowledgement of Acceptance of the use of Net Useable Space Definition (Section 3) Intentionally Omitted

Exhibit D – Custodial General Performance Requirements (Section 13) Intentionally Omitted

Exhibit E - Demised Premises– Parking Lot Plan

Exhibit F - Voice and Data Faceplate and Closet Termination Point Labeling Scheme (Section 13) Intentionally Omitted

Exhibit G – United States Citizenship Attestation Form, if an Individual person (Section 15.3) Intentionally Omitted

Exhibit H-1 - Lessor Site - Rules and Regulations (Section 20)

EXHIBIT H-1 - RULES AND REGULATIONS

1. Notwithstanding any provision of this Lease to the contrary, Lessor shall take all steps necessary to maintain the Demised Premises in a manner that provides a safe environment for Tenant Agency's employees and invitees. Such steps shall include, but not be limited to the prompt (i) removal of snow and ice from the immediate entryway and sidewalk, (ii) spreading ice melt product, and (iii) taking of all other action steps reasonably required to provide a safe environment for employees and invitees.
2. Tenant Agency shall not:
 - A. Keep animals or birds in the rooms;
 - B. Use rooms as sleeping apartments; and
 - C. In cases of a keyed entry, permit duplicate keys to be made, such keys shall be provided by Lessor at Tenant Agency's expense.
3. Without written permission of Lessor, Tenant Agency shall not:
 - A. Place or change locks upon any doors in the Demised Premises;
 - B. Conduct any auction on said Demised Premises and shall not store goods, wares or merchandise on the Demised Premises, except for Tenant Agency's own personal use;
 - C. Install and/or maintain ATM's in the interior or on or around the exterior of the premises; and
 - D. Use any electric heating or cooling devices.
4. Lessor reserves the right, at all times, and, from time to time, to:
 - A. Rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises, and for the preservation of order herein;
 - B. Possess a pass key to all Demised Premises and shall be allowed admittance in the event of any emergency such as fire and to conduct building inspections; and

- C. Exclude or eject from the Demised Premises all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of Lessor, an annoyance to Tenant Agency or a detriment to the Demised Premises.

Exhibit H-2 - Lessor Site - Signage Criteria (Section 20) Intentionally Omitted

Exhibit H-3 - Lessor Site – Smoking Policy (Section 20)

EXHIBIT H-3 - SMOKING POLICY

1. Lessor currently maintains a smoke and tobacco-free campus.
2. Smoking or other use of tobacco products, including, but not limited to, cigarettes, pipes, cigars, smokeless tobacco – snuff or chewing tobacco, is not permitted inside the Demised Premises or any other interior area of the building.
3. This means you may smoke in your vehicle and/or in the parking lot adjacent to your Demised Premises entrance or in a designated smoking area. (See Parking Lot Plan Exhibit H3)
4. Please do not stand at or near an entrance while smoking and dispose of your smoking materials in a proper manner.

All employees and invitees of Tenant Agency or anyone representing Lessee are expected to abide by this policy in all respects while on or at this site.

Exhibit I - Certificate of Insurance Coverage (Section 21)

Exhibit I-2 - Certificate of Self Insurance (Section 25)

RESOLUTION 2015-140

WHEREAS, the City of Grand Island is the owner of an approximately 420 acre tract of land at the former Cornhusker Army Ammunition Plant, which has several buildings which were leased by the US Army Corp of Engineers during their ownership of the property; and

WHEREAS, on May 22, 2001, by Resolution 2001-132, the City approved Building Leases with the tenants of the buildings pending development of the property; and,

WHEREAS, the leases will terminate on May 1, 2015; and

WHEREAS, one Lessee of the storage buildings have requested that their lease be renewed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Lease at the former Cornhusker Army Ammunition Plant are hereby authorized to be renewed for an additional two years to the following Lessee in accordance with the Building Lease:

<u>Lessee</u>	<u>Description</u>	<u>Rental</u>
Nebraska State Patrol	Storage building	\$800/yr.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item G-13

#2015-141 - Approving 2015 GIPD & HCSO JAG (Justice Assistance Grant) Application and Funding

GIPD & HCSO are eligible to receive the 2015 JAG in the amount of \$22,028.

Staff Contact: Steve Lamken - Police Chief

Council Agenda Memo

From: Chief Steven Lamken, Police Department

Meeting: May 26, 2015

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG) 2015

Item #'s: G-13

Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2014. The total award for Grand Island-Hall County is in the amount of \$22,028.00. The monies may be spent over a three year period. The Grand Island Police Department will serve as the fiscal agency on this grant.

The Hall County Sheriff's Department is a disparate agency and will receive twenty five percent of the award totals. The grant will be shared; \$5,507 to Hall County and \$16,521 to the City of Grand Island.

The Department of Justice requires that recipient agencies identify how the funds will be used. The Police Department will use the funds to support our mobile video and computing systems in our patrol fleet as we have done for several years.

Discussion

There is a requirement that the applicant agency (Grand Island Police Department) make the grant application available for review by the governing body not less than 30 days before application. The application deadline is June 26, 2015.

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds. This hearing serves as the federal mandate.

The grant requires an MOU between the applicant (Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds.

Alternatives

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

1. Approve the application and suggested disbursement of JAG funds and the MOU.
2. Reject the application and use of JAG funds

Recommendation

City Administration recommends that the Council approve the application and suggested disbursement as presented and the MOU.

Sample Motion

Move to approve the application and suggested disbursement of Justice Assistance Grant funding and the MOU between the City of Grand Island and Hall County.

Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number: 16.738

THE STATE OF NEBRASKA

COUNTY OF HALL

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA
AND COUNTY OF HALL, NEBRASKA**

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 26th day of May, 2015, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the Justice Assistance Grant Program in the amount of \$22,028.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or function under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY 25% of the award, \$5,507.00 from the \$26,312.00 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of 25% (\$5,507.00) of the 2015 JAG funds (\$22,028.00)

CFDA NUMBER: 16.738

Section 2.

COUNTY agrees to use the \$5,507.00 of the 2015 JAG funds by 9-30-2018.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA

COUNTY OF HALL, NEBRASKA

Mayor date:

Board Chairperson date:

ATTEST:

City Clerk date:

County Clerk date:

RESOLUTION 2015-141

WHEREAS, the Grand Island Police Department has received notification that they are eligible to apply for \$22,028.00 in grant funds under the 2015 Byrne Justice Assistance (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent; and

WHEREAS, the Grand Island Police Department will be allocated \$16,521 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$5,507 of the grant funds; and

WHEREAS, a public hearing was held on May 26, 2015, as required to discuss the proposed use of such funds; and

WHEREAS, a memorandum of understanding between the City of Grand Island and Hall County is required as part of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to enter into a memorandum of understanding (MOU) with Hall County for the application of 2013 Justice Assistance Grant (JAG) funding.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item H-1

Consideration of Accepting Petition for Creation of Water Main District - Lots Five (5) and Twelve (12) Garland Place Subdivision - Stauss Road

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: May 26, 2015

Subject: Petition for Creation of Water Main District – Garland Place, Lots Five (5) and Twelve (12)

Item #'s: H-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

A petition has been received from the property owner within the Garland Place Subdivision requesting City water service. The subdivision is located at 4119 Stauss Road. Please refer to the attached drawing for reference.

Discussion

Petitions are brought forward to the City Council for consideration of creating the requested Water Main District. Assessment districts are the Utility Department's standard method for installing water mains to areas requesting City service. Usually property owners within the district's boundary are notified and have 30 days to submit objection to the project. However, there is only one property owner that would be in this district, and that property owner is requesting the creation of the district.

All eligible cost of construction will be charged to the property owner within the district. These assessments would be collected over a five year period, at 7% simple interest on the unpaid balance.

If directed by the Council, the appropriate information will be submitted to the Legal Department for preparation of the appropriate Ordinance for defining and creating the Water Main District. The Ordinance will be submitted to the City Council at the June 23, 2015 meeting.

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 Council accept the Petition for creation of the Water Main District at Lots Five (5) and Twelve (12) Garland Place (4119 Stauss Road), and that the Utilities Department proceed with the design of the district in that area.

Sample Motion

Move to accept the Petition for creation of the Water Main in the Garland Place Subdivision, and proceed with the design of the district in that area.

UTILITIES DEPARTMENT



5/18/2015

We the owner of Garland Place
lot 5+12, Request City water district to
extend ~~across~~ across the place.

Roswilda Wiech Nicky Vail

June 9 mtg.



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item I-1

#2015-131 - Consideration of Approving Amendment to Finance Personnel FTE Budget Allocation

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: May 26, 2015

Subject: Approving Amendment to Finance Personnel FTE Budget Allocation

Item #'s: I-1

Presenter(s): William Clingman, Interim Finance Director

Background

The Finance Department for the City of Grand Island is responsible for all accounting and finance functions throughout the City. In 1996 the department had an FTE count of 31 (excluding the IT department) and currently the department has an FTE count of 25.25 (excluding the IT department). Some of this reduction can be tied to the achievement of greater efficiencies within the department. For example, moving from manual general ledger journal entries to a financial software package that allows for entry and tracking of these electronically. Other reductions were primarily a consequence of budget constraints placed on the City during the mid to late 2000's. These reductions are primarily impacting the department with inadequately consistent coverage for all the responsibilities of the Finance Department. The secondary consequences are low morale and lower productivity within the department. Finally, it is preventing the department from utilizing everybody to the best of their abilities.

Discussion

The first goal of reorganization is to structure the department in a manner that will, in conjunction with the construction of and relocation to a proposed new Utility Customer Service Center, allow the Finance Department to better serve customers. The second goal of reorganizing the Finance Department is to achieve an adequate staffing level. This would ensure constant coverage of duties and reduce the frequency at which overtime occurs. Finally, it will normalize the work schedule for staff and provide better work/life balance.

A building is currently being evaluated for construction at the corner of Sycamore St. and 1st St. (see attached renderings). This has gone out for RFP to find an architect for the project. Subject to Council approval, once plans have been completed, the project will go out as a bid for construction. This new building is a long term solution to the problem that has existed for several years now when paying Utility bills at City Hall. The Finance

windows at City Hall are not properly situated to accommodate customers in the best manner possible and parking at City Hall is insufficient for customers who wish to pay their bills in person. This new building will not only offer walk-in service for paying bills, but will also include a drive-thru area for paying bills. Customer service will also be located in this building in order to immediately address customer concerns in person. Finally, the new building will offer ample parking in order to accommodate the busier days, which City Hall simply cannot accommodate right now. Overall, this new building will help to serve customers more efficiently and effectively when they come pay their utility bills. As this new facility will support Utilities financial and customer service operations, it is proposed that the costs be funded by the Utilities Department.

The Utility Customer Service Center will be the final step in not only improving the external customer experience, but also improving the internal operations of the Finance Department. A couple changes have been made to existing FTEs to start this process. The first change was shifting 1 FTE to support payroll. Payroll has been the responsibility of one person. A growing City, new regulations and expansion of unions drove the decision to move 1 FTE over to create a payroll “department.” This also brings stability to payroll and reduces the risk of having only 1 person within the Finance Department familiar with the entire payroll process.

The second change occurred recently. When the outsourcing of ambulance billing was approved it made available 1 Accounting Clerk FTE that was exclusively dedicated to ambulance billing (the position is also currently vacant). The job duties were revised and that Accounting Clerk FTE was advertised and will be filled to assist with the Utility billing duties. These duties are currently performed by 1 individual and this workload has continued to increase as the Utility customer base has increased. The addition of this person to the utility billing “team” will allow for billing group to also take over performance of the final billing process that the customer service team is currently performing. This will free up customer service to better assist customers in person or over the phone.

In order to achieve optimal staffing 2 new FTEs and 2 changes to existing FTEs are needed. This would also coincide with a restructuring of the department’s organizational chart. These FTEs and the restructuring would efficiently align responsibilities within the department and better utilize the skills of all staff within the department.

The first additional FTE would be a Customer Service Team Leader. The Customer Service Team Leader would directly manage the customer service team. With an expanding Utility customer base this will assist in proactively addressing problems as well as driving accountability for tasks within the customer service group. It will also give customers a point of contact for quick issue resolution. This person will also be ready to jump in to assist customers during the peak customer service times. Finally, the new positions will provide the needed secondary coverage for several duties within the operations group of the department.

The second FTE addition would be an Accountant. The new Accountant would be responsible for financial oversight of all funds outside of the electric and water funds, 520 and 525 respectively. The new Accountant would also manage a team whose

responsibilities cover items impacting every fund within the City, such as accounts payable or payroll. The 2 Accountants will also work to understand ALL accounting functions of the City, but will first be dedicated to their respective funds within the City.

Changes to 2 existing FTEs are also being proposed. These will assist to clarify and better align responsibilities within the department. The first change would be to add an Assistant Finance Director to the department by changing the classification, job duties and pay scale of the Senior Accountant. The department previously had an Assistant Finance Director, but the position was eliminated in 2002. This recommendation also comes from an analysis of other cities within our array used for comparison purposes. A majority of other cities have an Assistant Finance Director or a position that is equivalent. For the City of Grand Island this would address several ongoing issues, which are:

1. A clear position that can fill in for the Finance Director during any long term or short term absence.
2. Establish a clear chain of command within the department.
3. Place somebody in a position to exercise operational, or day to day, oversight of the Finance Department. This in turn would allow the Finance Director to focus on long term or “big picture” challenges, goals and ideas.

The other change is in the payroll group within the Finance Department. Currently the payroll group consists of a Payroll Specialist and an Accounting Clerk, who is dedicated primarily to payroll. The change would be to eliminate 1 Accounting Clerk FTE and create 1 Payroll Clerk FTE. This is to better clarify the duties of this individual and allow for easier comparability to other cities. As payroll positions are commonly defined separately from the generic “accounting clerk” positions.

Overall, these changes will also move the Finance Department towards consistent and accurate financial reporting. The addition of a new Accountant will allow the Accountant positions, the Finance Operations Supervisor, Assistant Finance Director and Finance Director to develop and implement an internal audit program for the City. This will serve to address the recommendation that the External Auditors for the City have been making for several years that an Internal Auditor position be created within the City. Although this isn’t specifically what they recommended, it will functionally create the same results; regular review and analysis of the procedures and controls within the City. These procedures will also create a review process for year-end adjustments to verify their accuracy and completeness, prior to the External Auditors coming on-site. Finally, our hope is to significantly decrease adjustments that will need to be made by the External Auditors to our yearly financial statements, especially when compared to the last several years.

The estimated costs of these FTE changes are detailed on the next page. The overall impact of these changes will be a reduction in overtime, elimination of temporary staff, increased productivity and a solid foundation within the Finance Department as the City continues to grow. Additionally, these positions were not originally budgeted for in the 2015 fiscal year; however, due to current and prior vacancies this year, the existing budget for personnel will accommodate these new positions for the remainder of 2015. It

will also have a minor impact on the overall cost to the General Fund, because of the cost sharing that occurs between Finance and the Utility funds.

	Additional Cost Estimate (Wages and Benefits)			
	2015		2016	
	Low	High	Low	High
Customer Service Team Leader	\$ 19,773	\$ 24,677	\$ 67,794	\$ 84,607
Accountant	\$ 22,252	\$ 29,096	\$ 76,293	\$ 99,756
Assistant Finance Director (Pay Scale Increase)*	\$ 4,435	\$ 4,435	\$ 13,303	\$ 13,303
Payroll Clerk (no change)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,460	\$ 58,208	\$ 157,390	\$ 197,667

General Fund Cost	\$ 10,221	\$ 12,806	\$ 34,626	\$ 43,487
Utility Fund Cost	\$ 36,239	\$ 45,402	\$ 122,764	\$ 154,180

*Estimated actual based on increase at current step

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this amendment to the Finance Personnel FTE Budget Allocation.

Sample Motion

Move to approve the amendment to the Finance Personnel FTE Budget Allocation with the addition of the Customer Service Team Leader and Accountant. As well as changing titles from Senior Accountant to Assistant Finance Director and moving one Accounting Clerk to the newly created Payroll Clerk FTE.

CITY OF

Grand Island

NEBRASKA

Proposed Finance Department Changes

5-26-2015

History




FY Ending 2002	31	-1 Assistant Finance Director + 1 Finance Controller
FY Ending 2003	31.58	+.58 Accounting Clerk
FY Ending 2004	31.08	-2 Accountants, +.50 Meter Reader, +1 Sr Accountant
FY Ending 2005	30.08	-1 Finance Controller, +1 Accountant, -1 Sr Accounting Clerk
FY Ending 2006	29.08	-1 Accounting Clerk
FY Ending 2007	28.08	-1 Accountant
FY Ending 2008	27.5	-.58 Accounting Clerk
FY Ending 2009	27	-.50 Meter Reader
FY Ending 2010	27	-1 Purchasing Technician, +1 Accounts Payable Clerk
FY Ending 2011	25.5	-1 Cashier, -.50 Meter Reader
FY Ending 2012	25.25	-.50 Meter Reader +.25 Finance Temporary Worker/Intern
FY Ending 2013	25.25	
FY Ending 2014	25.25	-1 Utility Service Manager, +1 Finance Operations Supervisor

Impact Today




- Inconsistent customer service levels
- Frequent overtime for staff
- Inflexible department
- Short term, reactive thinking

Long Term Goals

Excellent Customer Service

-  Utility Customer Service Center
-  Customer Service Team Leader
-  Use of technology

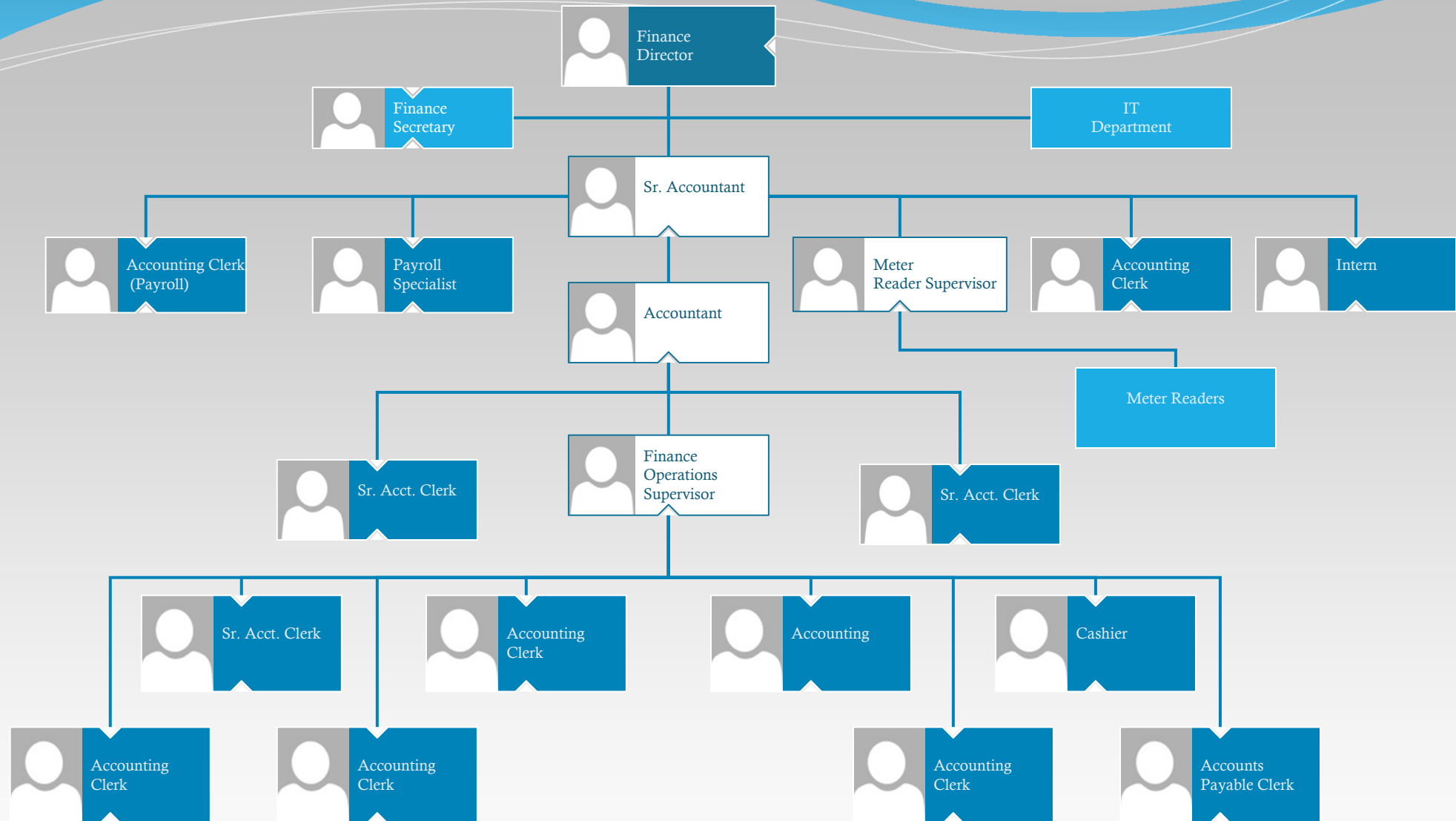
Consistent and Accurate Financial Reporting

-  Add an additional Accountant
-  Reintroduce Assistant Finance Director
-  Address External Auditors concerns

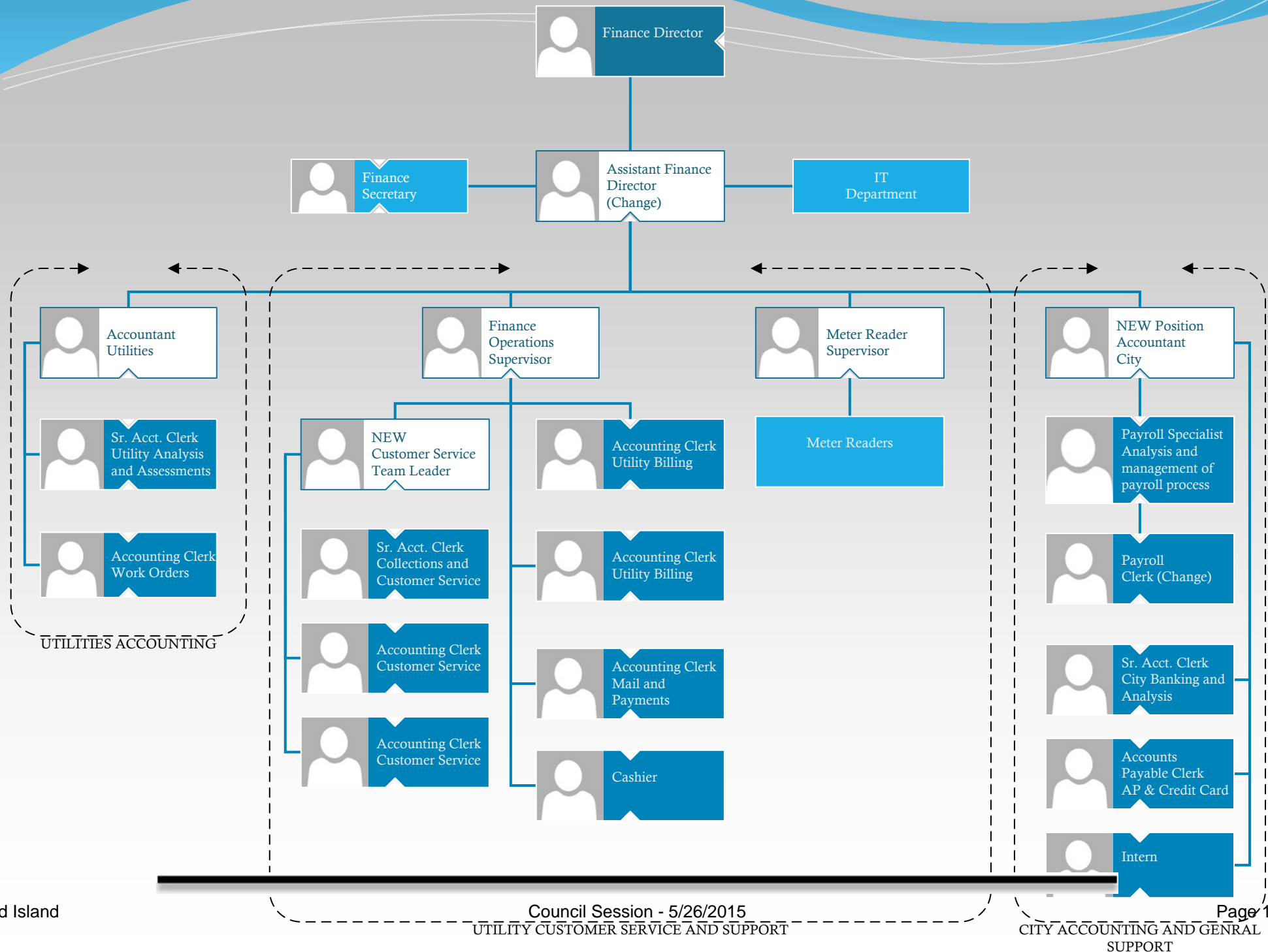
History of Finance Department FTEs, excluding the IT Department

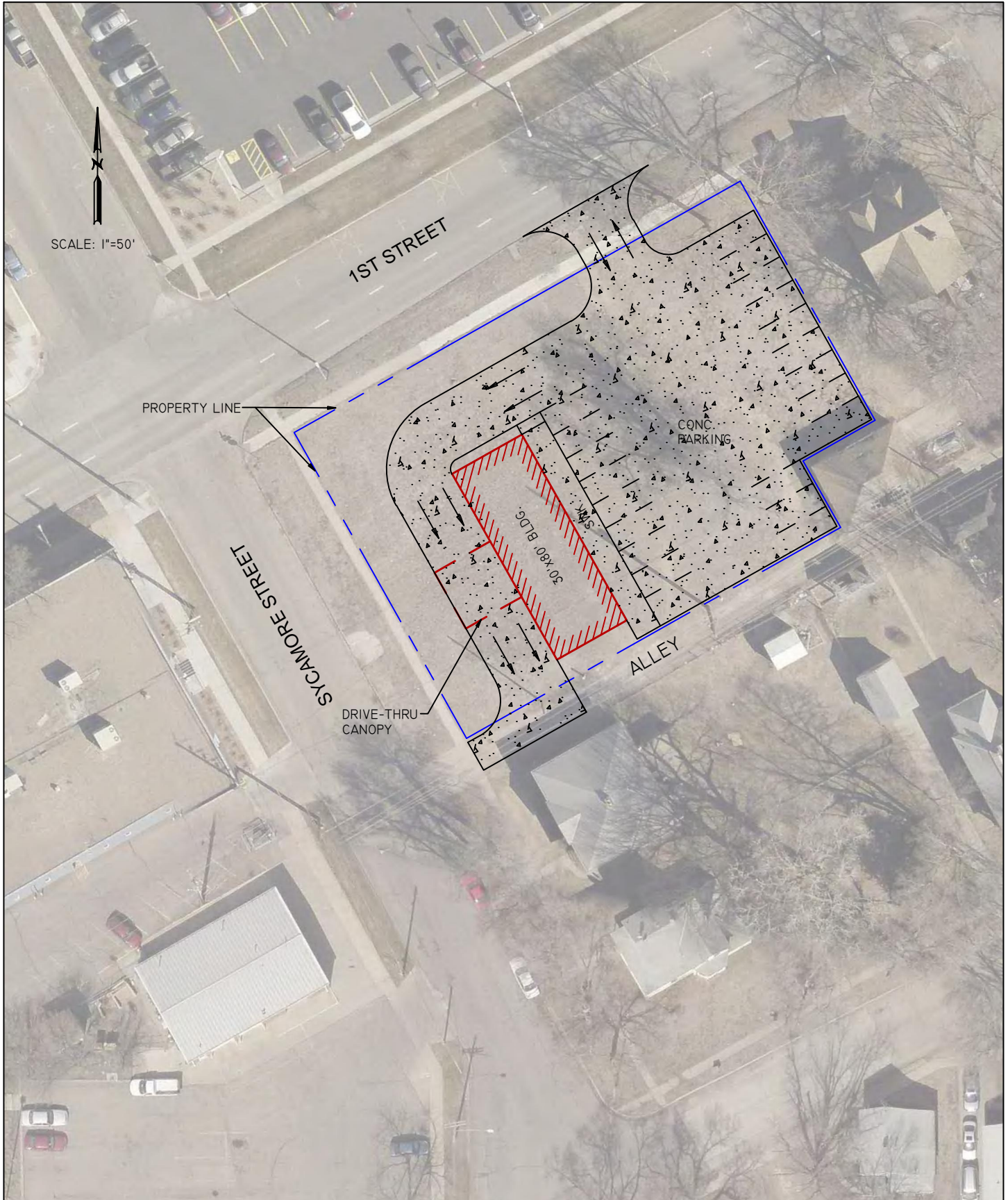
<u>Fiscal Year</u>	<u>FTE's</u>	<u>FTE Changes</u>
FY Ending 1995	31.75	
FY Ending 1996	32	+ .25 Sr Accounting Clerk
FY Ending 1997	31	-1 Purchasing Agent
FY Ending 1998	31	
FY Ending 1999	31	
FY Ending 2000	31	
FY Ending 2001	31	
FY Ending 2002	31	-1 Assistant Finance Director + 1 Finance Controller
FY Ending 2003	31.58	+ .58 Accounting Clerk
FY Ending 2004	31.08	-2 Accountants, +.50 Meter Reader, +1 Sr Accountant
FY Ending 2005	30.08	-1 Finance Controller, +1 Accountant, -1 Sr Accounting Clerk
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FY Ending 2012	25.25	-.50 Meter Reader +.25 Finance Temporary Worker/Intern
FY Ending 2013	25.25	
FY Ending 2014	25.25	-1 Utility Service Manager, +1 Finance Operations Supervisor
FY Ending 2015	25.25	

Current
City of Grand Island – Finance Department



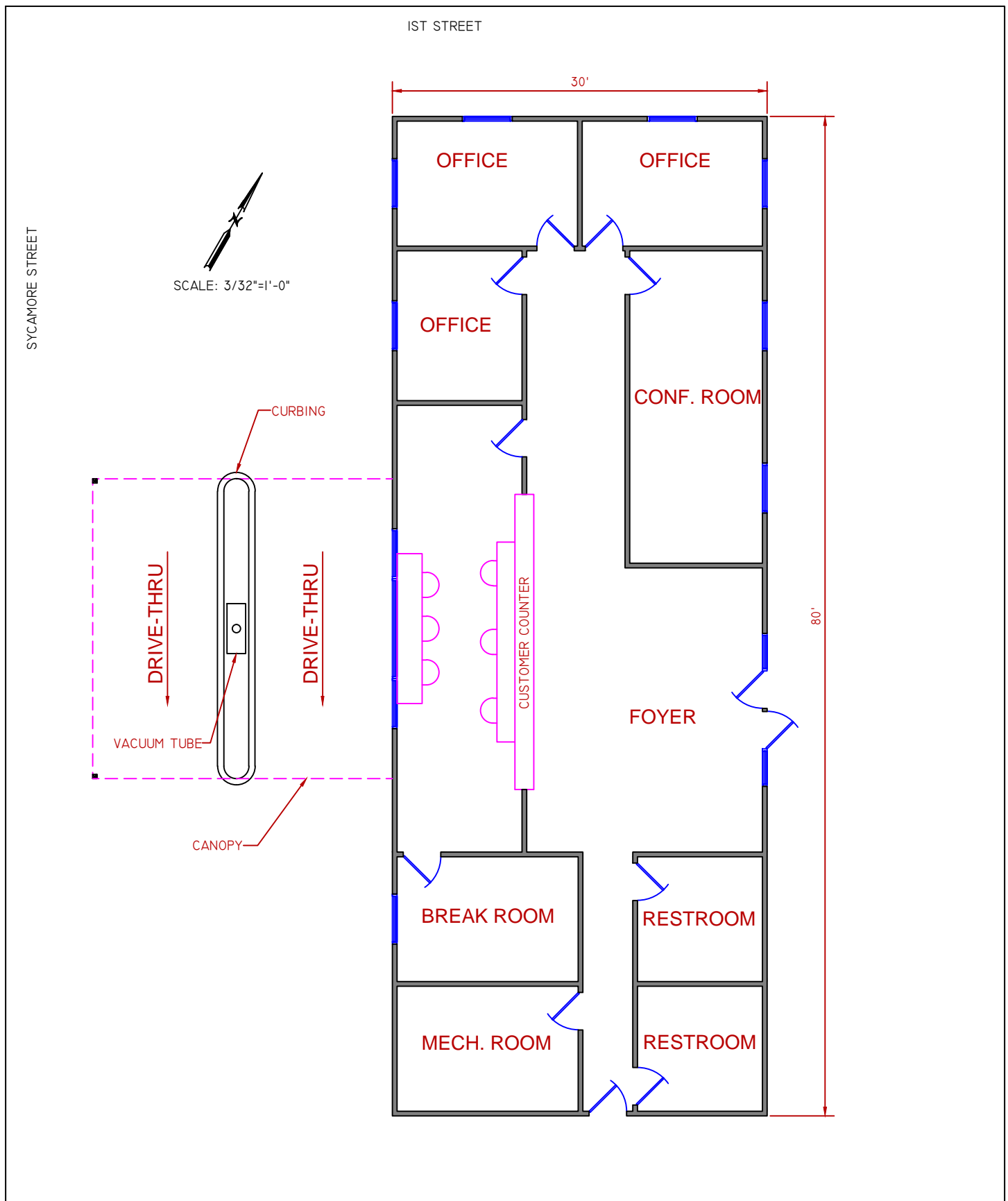
Proposed City of Grand Island – Finance Department






UTILITIES DEPT. CUSTOMER SERVICE CENTER SITE PLAN





UTILITIES DEPT. CUSTOMER SERVICE CENTER FLOORPLAN		
DRAWN BY: T.D.Z.	DATE: 5/13/2015	

To the Honorable Mayor and City Council
City of Grand Island
Grand Island, Nebraska

SHAREHOLDERS

Robert D. Almquist
Phillip D. Maltzahn
Terry T. Galloway
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and the fiduciary funds of the City of Grand Island for the year ended September 30, 2014, and have issued our report thereon dated January 28, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 6, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Grand Island are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended September 30, 2014. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the collectability of accounts receivable is based on historical utility revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the collectability of accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

Wealth Management, LLC Registered Investment Advisor, is affiliated with Almquist, Maltzahn, Galloway & Luth, P.C.
and offers wealth management and investment advisory services.

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PO Box 1407
Grand Island, NE 68802
Ph. 308-381-1810
Fax 308-381-4824
Email: cpa@gicpas.com

A PROFESSIONAL
CORPORATION

Management's estimate of the depreciation of capital assets is based on the estimated useful life of the capital asset. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Pre-1984 Police and Firefighters liability is based on the actuarial valuation performed by Milliman and the calculation of the present value of the future payments. We evaluated the key factors and assumptions used to estimate the liability in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Forty-five audit adjustments decreased the fund balances of the City's governmental funds by \$422,168, increased the net position of the City's business-type funds by \$5,217,688, and increased the net position of the City's discretely presented component units by \$49,366. The following material misstatements detected as a result of audit procedures were corrected by management:

1. Expenses and the government-wide equity account were both increased \$342,045 in the Capital Projects Fund due to additional accounts payable at September 30, 2014.
2. Construction in Progress was increased \$1,518,373 on the Sewer Fund and \$1,057,418 on the Electric Fund with offsetting decreases to interest expense to capitalize interest on the current construction projects.
3. Sewer Fund equity was decreased and revenue increased \$1,509,789 to reflect the transfer of sewer construction projects from the Community Grants Fund to the Sewer Fund.
4. Sewer equity was decreased and contribution revenue increased \$974,427 to reflect current year contributions of sewer construction by developers.
5. Sewer construction in progress was increased \$238,996 with an offsetting decrease to expenses to correct a reversing entry that was recorded twice.
6. Equity was increased and revenue decreased \$250,663 to reflect current year disposal of assets on the Solid Waste Fund.

7. The Landfill Fund closure costs payable and closure costs expense were both increased \$165,103 to adjust to the estimated balance at September 30, 2014.
8. Notes receivable were decreased and expenses increased \$78,000 on the Economic Development Fund to record LB840 loan forgiveness.
9. Unbilled revenue and revenue were increased \$374,496 on the business-type funds to correct calculation errors.
10. Accrued liabilities and expenses were both increased \$310,000 on the General Insurance Fund to adjust to the estimated balance at September 30, 2014.
11. In lieu of tax payable was decreased \$78,674 on the business-type funds with a corresponding decrease to expenses to adjust the tax after final audit adjustments.
12. Accounts receivable and grant revenue were both increased \$82,590 on the Community Grants Fund to correct the double reversal of prior year receivables.
13. Interfund receivable was increased \$131,689 on the General Fund and interfund payables were increased \$131,689 on the business-type funds to record September 2014 administrative service fees.
14. Accounts payable was decreased \$100,461 on the business-type funds with corresponding decreases to payroll expenses to remove the payroll accrual, which was already accrued in another liability account, from accounts payable.
15. Other receivables and intergovernmental revenue were both decreased \$148,698 on the Capital Projects Fund to remove the prior year receivable balance.
16. Accounts payable and medical claims expense were both reduced \$91,827 to remove a duplicate accrual of health insurance expenses.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 28, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

In connection with our audit of the financial statements of the City of Grand Island as of September 30, 2014, we noted certain matters that we believe you should consider. Our observations were formed as a by-product of our audit procedures, which did not include a comprehensive review for the purpose of submitting detailed recommendations.

1. We suggest you consider the benefits of hiring an Internal Auditor.
2. We recommend that schedules and workpapers prepared by staff be reviewed for accuracy before accounting staff use the information from these schedules to make adjustments. Also, we recommend that general ledger balances be compared to the supporting documentation to ensure the accuracy of adjusting entries.

Other Matters

We applied certain limited procedures to the Management Discussion and Analysis, budgetary comparison schedules, RSI disclosures for a street system based on a percentage of roads in good or substandard condition, and schedule of funding progress – public safety employees retirement system, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining statements for nonmajor governmental funds, combining statements for internal service funds, combining statements for fiduciary funds, and combining statements for component units, which accompany the financial statements but are not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements.

We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of Grand Island and is not intended to be and should not be used by anyone other than these specified parties.

*Aungquist, Malthalm -
Galloway & Luth, P.C.*

Grand Island, Nebraska
January 28, 2015

RESOLUTION 2015-131

WHEREAS, the City of Grand Island and the Finance Department desire to better staff the department; and

WHEREAS, the Finance Department will add two non-union FTEs of Accountant and Customer Service Team Leader; and

WHEREAS, the Finance Department will change two existing classifications of Senior Accountant to Assistant Finance Director and one Accounting Clerk to the new classification of Payroll Clerk; and

WHEREAS, the estimated 2015 total cost of this change is between \$46,500 and \$58,500; and

WHEREAS, the cost was not originally budgeted, but expenditure authority exists for these new positions due to previous and current vacancies within the department; and

WHEREAS, an amendment to the Finance Personnel FTE Budget Allocation is necessary to allow for the addition of the Accountant and the Customer Service Team Leader FTEs and the change of classification title from Senior Accountant to Assistant Finance Director as well as moving one Accounting Clerk into the new classification of Payroll clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Finance Personnel FTE Budget Allocation is hereby approved.

- - -

Adopted 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



City of Grand Island

Tuesday, May 26, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of May 13, 2015 through May 26, 2015

*The Claims for the period of May 13, 2015 through May 26, 2015 for a total amount of \$6,873,998.79.
A MOTION is in order.*

Staff Contact: William Clingman