

# **City of Scottsbluff, Nebraska**

**Monday, May 2, 2016**

**Regular Meeting**

## **Item Reports<sup>7</sup>**

**Council to consider the Memorandum of Understanding with Nebraska Public Power District regarding arrangements for the procurement and development of the solar project and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, City Manager**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the successor in interest to Consumers Public Power District, hereinafter referred to as "NPPD", and the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as "City".

WHEREAS, NPPD is the owner of a tract of land located in the City of Scottsbluff, in Scotts Bluff County, Nebraska, described as Part of Block 1, Second Power Station Addition, in Section 26, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M.; and

WHEREAS, the City and Scottsbluff Solar LLC, are working together to build a solar array project in the City of Scottsbluff. Scottsbluff Solar LLC intends to apply for a REAP grant to USDA Rural Development to help finance the construction of the solar array; and

WHEREAS, the City and NPPD want to enter into this Memorandum of Understanding in order to provide arrangements for the procurement of the real estate necessary to construct a solar array.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. In the event that Scottsbluff Solar LLC notifies the City that they intend to proceed with the building of the solar array, NPPD agrees to offer to sell the above tract of land, and the City agrees to purchase the tract of land and to execute an Agreement for the Sale of Real Estate, in accordance with terms and conditions similar to the Agreement for Sale of Real Estate attached hereto. The City and NPPD agree to complete the negotiation of any terms and conditions that are not yet contained in the attached document. The City and NPPD agree that the terms and conditions offered in the Memorandum of Understanding will expire on December 31, 2016.

2. In the event the solar array is constructed, the power from the solar array will be sold exclusively to NPPD under a purchase power agreement.

3. In the event that the solar array project is not developed by the City and Scottsbluff Solar LLC, and/or the City no longer needs the real estate described above purchased from NPPD for a solar array, the City agrees that it will sell the above described land, and NPPD will be given the first right of refusal to purchase the land from the City at the same price that the City purchased the land from NPPD.

IN WITNESS WHEREOF, the Parties have set their hands to this Memorandum of Understanding, the dates set out below.

NEBRASKA PUBLIC POWER DISTRICT

CITY OF SCOTTSBLUFF, NEBRASKA

By: \_\_\_\_\_  
Alan J. Beiermann

By: \_\_\_\_\_  
Randy Meininger

Title: Land Management Manager

Title: Mayor

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

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

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF PLATTE     )

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, a corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SCOTTS BLUFF     )

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public