



Building the Best Hometown in America®

**ALLIANCE, NEBRASKA
CITY COUNCIL MEETING**
Alliance Learning Center
1750 Sweetwater Avenue
October 4, 2022 – 7:00 p.m.
AGENDA

- **Call to Order**
- **Roll Call**
- **Invocation and Pledge of Allegiance**
- **Open Meetings Act Announcement**

For the public's reference a copy of the Open Meetings Law has been posted on the northeast corner of this room in the audience area. This posting complies with the requirements of the Nebraska Legislature.

A. Consent Calendar

Approval of Minutes and Claims

Resolution No. 22-72 – Airport Building #3217 (SE ½) Lease Agreement

Resolution No. 22-73 – Airport Building #3217 (NW ½) Lease Agreement

Resolution No. 22-74 – Airport Building #2905 Lease Agreement

Resolution No. 22-75 – Airport Building #3004 Lease Agreement

Resolution No. 22-76 – Airport Building #3219 Lease Agreement

Resolution No. 22-77 – Airport Building #2310 Lease Agreement

Resolution No. 22-78 – Airport Building #2906 Lease Agreement

Resolution No. 22-79 – Agreement for Contribution – Box Butte Development Corporation

Resolution No. 22-80 – Agreement for Contribution – Alliance Chamber of Commerce

Resolution No. 22-81 – Agreement for Contribution – Keep Alliance Beautiful

Resolution No. 22-82 – Agreement for Contribution – Heartland Expressway

Resolution No. 22-83 – Agreement for Contribution – Panhandle Area Development District

B. Ordinance No. 2944 – Municipal Code Amendments for Fireworks

Ordinance No. 2944 is before Council on third reading and will amend Sections 22-175 and 22-177 of the Alliance Municipal Code in regards to the dates and times fireworks may be legally sold and discharged.

Bob and Delinda Neville requested to speak before Council regarding this matter and will be in attendance.

Philip Hawkins requested to speak before Council regarding this matter and will be in attendance.

C. Resolution No. 22-84 – Airport Hail Damage Repairs Bid Award

Resolution No. 22-84 will award the Airport Hail Damage Bid Award to Twin City Roofing & Sheet Metal, Inc. of Scottsbluff, NE in the amount of \$226,861.90. This project will be covered through the City's insurance.

- **Adjournment**

Respectfully submitted,


Tarrah S. Johnson
City Clerk

City of Alliance Goals

Build Excellence Through Warm Communication and Genuine Alliances * Create a Fun Place to Live, Work and Play * Construct Homes and Develop Neighborhoods * Celebrate and Relax In Our Positive and Friendly Hometown * Promote a Strong and Vibrant Community

† Added by addendum to agenda 24 hours prior to the meeting.

The City Council reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

City of Alliance Goals

Build Excellence Through Warm Communication and Genuine Alliances * Create a Fun Place to Live, Work and Play * Construct Homes and Develop Neighborhoods * Celebrate and Relax In Our Positive and Friendly Hometown * Promote a Strong and Vibrant Community

CONSENT CALENDAR – October 4, 2022

1. **Approval:** Minutes of the Special Meeting, September 29, 2022.
2. **Approval:** Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement.
3. **Approval:** Resolution No. 22-72 authorizing the Lease Agreement with Ed Rhoads for the SE ½ of Airport Building #3217.
4. **Approval:** Resolution No. 22-73 authorizing the Lease Agreement with Chris and Kari Farritor for the NW ½ of Airport Building #3217.
5. **Approval:** Resolution No. 22-74 authorizing the Lease Agreement with Libsack Farms for Airport Building #2905.
6. **Approval:** Resolution No. 22-75 authorizing the Lease Agreement with Angie Wickham for Airport Building #3004.
7. **Approval:** Resolution No. 22-76 authorizing the Lease Agreement with Don and Joanna Jones for Airport Building #3219.
8. **Approval:** Resolution No. 22-77 authorizing the Lease Agreement with the Alliance Fire Department for Airport Building #2310.
9. **Approval:** Resolution No. 22-78 authorizing the Lease Agreement with the Nancy Leider for Airport Building #2906.
10. **Approval:** Resolution No. 22-79 authorizing the annual Contribution Agreement with Box Butte Development Corporation in the amount of \$75,700.
11. **Approval:** Resolution No. 22-80 authorizing the annual Contribution Agreement with the Alliance Chamber of Commerce in the amount of \$11,000.
12. **Approval:** Resolution No. 22-81 authorizing the annual Contribution Agreement with Keep Alliance Beautiful in the amount of \$50,000. This resolution also includes the additional \$50,000 special funding for FY 22-2023.
13. **Approval:** Resolution No. 22-82 authorizing the annual Contribution Agreement with Heartland Expressway in the amount \$3,000.
14. **Approval:** Resolution No. 22-83 authorizing the annual Contribution Agreement with Panhandle Area Development District (PAAD) in the amount of \$6,581.30.

NOTE: Manager Sorensen and Finance Director Waggenger have reviewed these expenditures and to the best of their knowledge confirms that they are within budgeted appropriations to this point in the fiscal year.

Any item listed on the Consent Calendar may, by the request of any single Council Member, be considered as a separate item in the Regular Agenda.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Special Meeting on Tuesday, September 29, 2022 at 9:09 a.m. Present were Council Members Dafney, Bentley, and McGhehey.

Council acted on and/or discussed the following items of business:

1. Mayor Dafney excused Councilman Mischnick and Councilman Jones from the meeting.
2. Approved the Consent Calendar. Ayes: All. Motion carried.
3. Passed Resolution No. 22-69 which establishes the four enterprise funds percentage transfers to the General Fund at approximately 12% for the current fiscal year, 2021-22. Ayes: All. Motion carried.
4. Passed Resolution No. 22-70 authorizing the extension of the balance of the Electric Fund inter-departmental loan to the Airport Fund through March 31, 2023 at a new rate of 2.75% beginning October 1, 2022. Ayes: All. Motion carried.
5. Passed Resolution No. 22-71 authorizing the closeout of the Handyman Program Fund and transferring the remaining funds of \$965.12 to the Retired and Senior Volunteer Program (RSVP). Ayes: All. Motion carried.
6. Finance Director Waggener provided preliminary year-end financial notes.

Meeting adjourned at 9:19 a.m.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Kelly Keller, Recording Secretary

Complete minutes of the Alliance City Council may be viewed by the public during regular work hours at the City Clerk's Office, 324 Laramie Avenue, Alliance, Nebraska.

September 29, 2022

ALLIANCE CITY COUNCIL

SPECIAL MEETING, WEDNESDAY, September 29, 2022

STATE OF NEBRASKA)
)
COUNTY OF BOX BUTTE) §
)
CITY OF ALLIANCE)

The Alliance City Council met in a Special Meeting, September 29, 2021 at 9:00 a.m. in the City Manager's Office, 324 Laramie Ave, Alliance, Nebraska. A notice of meeting was published in the Alliance Times Herald on September 21, 2022. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor Dafney opened the September 29, 2022 Special Meeting of the Alliance, Nebraska City Council at 9:09 a.m. Present were Council Members Dafney, McGhehey, and Bentley. Also present were, City Manager Sorensen, Finance Director Waggener, City Treasurer Baker and Recording Secretary Keller.

- Mayor Dafney first excused both Councilman Mischnick and Councilman Jones from the meeting.
- The Consent Calendar was the next item on the agenda for Council. A motion was made by Councilman Bentley and seconded by Councilman McGhehey to approve the Consent Calendar as follows:

CONSENT CALENDAR – SEPTEMBER 29, 2022

1. Approval: Minutes of regular meeting on September 20, 2022.
2. Approval: Payroll Costs for September 23, 2022: \$270,507.02.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$758,323.78.

September 29, 2022

NOTE: City Manager Sorensen and Finance Director Waggener have reviewed these expenditures and to the best of their knowledge confirms that they are within budgeted appropriations to this point in the fiscal year.

Any item listed on the Consent Calendar may, by the request of any single Council Member, be considered as a separate item in the Regular Agenda.

Roll call vote with the following results:

Voting Aye: Dafney, Bentley, McGhehey

Voting Nay: None.

Motion carried.

- Resolution No. 22-69 which establishes the four enterprise funds percentage transfers to the General Funds for the current fiscal 2021-22 was next for Council. The following information was provided:

[Since the 2014-15 fiscal year, the annual enterprise transfers to the general fund have been based on 12% of estimated enterprise fees revenue near the year-end. The Alliance City Council established the enterprise transfer rate in the 2021-22 budget at 12% of the *anticipated* revenue for each of the four enterprise funds (or \$2,192,500) with the provision that the actual transfer rate be reviewed prior to the end of the fiscal year.

Following is a chart that includes the budgeted enterprise revenues and transfers (at the 12% rate) along with the expected revenues and adjusted transfer amounts at several different transfer levels.

Enterprise Fund	Budgeted		Estimated					
	Revenue	Transfer	Revenue	%	11.0%	11.5%	12.0%	12.5%
Electric	14,787,500	1,774,500	14,062,525	12.6%	1,546,900	1,617,200	1,687,500	1,757,800
Refuse	1,204,800	144,600	1,135,285	12.7%	124,900	130,600	136,200	141,900
Sewer	488,200	58,600	465,997	12.6%	51,300	53,600	55,900	58,200
Water	1,790,100	214,800	1,925,445	11.2%	211,800	221,400	231,100	240,700
Totals	18,270,600	2,192,500	17,589,252	12.5%	1,934,900	2,022,800	2,110,700	2,198,600

City staff is recommending a transfer rate of 12% of the actual *estimated* revenues or \$2,110,700 as indicated on the chart above. This represents a \$9,700 (or .5%) increase over the prior year enterprise fee transfer.]

A motion was made by Mayor Dafney seconded by Councilman McGhehey to approve Resolution No. 22-69 which follows in its entirety:

RESOLUTION NO. 22-69

September 29, 2022

WHEREAS, The City of Alliance each year transfers Enterprise Fees to the General Fund to assist in balancing the budget; and

WHEREAS, Enterprise Fees are derived from the Electric, Water, Sewer and Refuse Funds; and

WHEREAS, The transfer has been maintained at approximately 12% of budgeted Enterprise Fund Revenues over the last few years; and

WHEREAS, The transfer was budgeted at \$2,192,500 for the 2021-22 fiscal year with the provision that the amount be reviewed prior to the end of the year to determine reasonableness in regard to actual Enterprise Revenue and General Fund operations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that staff is authorized to transfer Enterprise Fees of approximately 12% of Enterprise Fund Revenues to the General Fund for the fiscal year 2021-22 in the amount of \$2,110,700.

Roll call vote with the following results:

Voting Aye: Dafney, McGhehey, Bentley.

Voting Nay: None.

Motion carried.

- Next on the agenda for Council was Resolution No. 22-70 which authorizes the Electric Fund inter-department loan extension. The following information was provided:

[The Electric Fund presently has inter-department loans to two separate funds as detailed below:

Note Description	Rate	Balance	Payments	Proposed Balance
Electric Notes to General Fund	0.90%	125,000.00	125,000.00	0.00
Electric Notes to Airport Fund	0.90%	550,000.00	0.00	550,000.00
Totals	0.90%	\$675,000.00	\$125,000.00	\$550,000.00

Upon review of the cash reserve balances, staff is recommending payments of principal in the amount of \$125,000. This will pay-off the General Fund loan and leave \$550,000 in the Airport Fund including \$150,000 in revolving funds awaiting payment of FAA grant funds.

September 29, 2022

The recommendation is to extend the remaining balance of the inter-department notes to the Electric Fund through March 31, 2023 at the new rate of 2.75% beginning October 1, 2022.]

A motion was made by Councilman McGhehey, seconded by Councilman Bentley to approve Resolution No.22-70 which follows in its entirety:

RESOLUTION NO. 22-70

WHEREAS, The City of Alliance utilized Electric Fund reserves to provide interim inter-department loans to the General Fund and the Airport Fund to pay for the City's portion of the snow plow and runway improvements and the Bomgaars building purchase; and

WHEREAS, The original loan terms were not to exceed 12 months; and

WHEREAS, Staff is requesting an extension of the remaining loan balances through March 31, 2023 at a revised rate of 2.75% effective October 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that interim inter-department loans to the Airport and General Funds be extended through March 31, 2023 at the rate of 2.75%.

Councilman McGhehey questioned Finance Director Waggener on how he came to that specific rate. Finance Director Waggener stated that he looked at CD rates, which are really all over the place right now, and then added fifty basis points.

Roll call vote with the following results:

Voting Aye: Dafney, Jones, Bentley.

Voting Nay: None.

Motion carried.

- The next agenda item was Resolution No. 22-71 which will close the Handyman Program Fund and transfer remaining funds to the Retired and Senior Volunteer Program. Council was provided with the following background information:

[The City of Alliance has operated the handyman program since July 2014 through the Senior Center and funded in part by grants from the Office of Aging of Western Nebraska (AOWN). The program was discontinued at the end of March 2022 as a result of a significant decrease in the utilization of the services by seniors and the ongoing difficulty in finding qualified contractors. The Office of Aging in Scottsbluff continues to offer vouchers for eligible persons who have a need for housekeeping and yard services.

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All grant funding has been received from AOWN and the fund has a remaining cash balance of \$965.12. These funds are donated matching funds. It is recommended that the cash balance be transferred to the Retired and Senior Volunteer Program (RSVP) as matching funds for that program which benefits a similar clientele.]

A motion was made by Councilman Bentley, seconded by Councilman McGhehey to approve Resolution No.22-71 which follows in its entirety:

RESOLUTION NO. 22-71

WHEREAS, The City of Alliance has operated the Handyman Program since July of 2014; and

WHEREAS, The Handyman Program was discontinued in March of 2022; and

WHEREAS, The Handyman Program fund has a remaining cash balance of Nine Hundred Sixty-five and 12/100th Dollars (\$965.12); and

WHEREAS, Council believes it is in the best interest to transfer the remaining funds to the Retired and Senior Volunteer Program (RSVP) as both programs are funded through donated matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that staff is authorized to transfer the Handyman Program fund remaining cash balance of Nine Hundred Sixty-five and 12/100th Dollars (\$965.12) to the Retired and Senior Volunteer Program (RSVP).

Roll call vote with the following results:

Voting Aye: Dafney, McGhehey, Bentley.

Voting Nay: None.

Motion carried.

- Finance Director Waggener provided Council with a review of year-end financial notes. Councilman Bentley did ask about fixing the road out at the golf course from the gate into the golf course as it is in terrible shape. City Manager Sorensen noted we would need to budget for it in the coming years because more than just that road needs fixed out there and it would be more economical to do it all at once.

There being no further business before Council, Mayor Dafney adjourned the meeting at 9:19 a.m.

September 29, 2022

Mike Dafney, Mayor

(SEAL)

Recording Secretary, Kelly Keller

Complete minutes of the Alliance City Council may be viewed by the public during regular work hours at the City Clerk's Office, 324 Laramie Avenue, Alliance, Nebraska.

RESOLUTION NO. 22-72

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #3217 is vacant; and

WHEREAS, Ed Rhoads offered to lease the SE½ of Building #3217 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Ed Rhoads in the initial amount of Fifty-one and 45/100ths Dollars (\$51.45) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for the SE½ of Building #3217 with Ed Rhoads.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Ed Rhoads, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #3217. Located upon airport property consisting of Southeast ½ of entire building; 20' X 108' entire building; 1,080 square feet leased portion.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$51.45 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. **Miscellaneous.**

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Ed Rhoads
Ed Rhoads

STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by _____.

Notary Public

Tenants Address:

2901 W. Lakefield Dr.
Alliance NE. 69301

Tenant's Phone Number:

308-760-8480

RESOLUTION NO. 22-73

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #3217 is vacant; and

WHEREAS, Chris and Kari Farritor offered to lease the NW½ of Building #3217 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Chris and Kari Farritor in the initial amount of Fifty-one and 45/100ths Dollars (\$51.45) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for the NW½ of Building #3217 with Chris and Kari Farritor.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Chris and Kari Farritor, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #3217. Located upon airport property consisting of Northwest ½ of entire building; 20' X 108' entire building; 1,080 square feet leased portion.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$51.45 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. Miscellaneous.

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

By: _____
Mike Dafney, Mayor

Tenant(s)

Chris Farritor

Kari Farritor

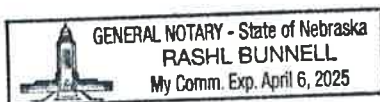
STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on Sept 14, 2022 by Chris Farritor.



Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on Sept 14, 2022 by Kari Farritor.



Notary Public

RESOLUTION NO. 22-74

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #2905 is vacant; and

WHEREAS, Libsack Farms offered to lease of Building #2905 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Libsack Farms in the initial amount of One Hundred Ninety-one and 10/100ths Dollars (\$191.10) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease of Building #2905 with Libsack Farms.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Libsack Farms, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #2905. Located upon airport property consisting of entire building; 32' X 96'; 3,072 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$191.10 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. Miscellaneous.

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

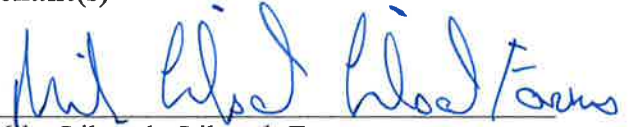
D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor


Mike Libsack, Libsack Farms

STATE OF NEBRASKA, County of _____ : ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of _____ : ss.

The above and foregoing was acknowledged before me on _____ by _____.

Notary Public

Tenants Address:

P.O. Box 812

Alliance, NE 69301

Tenant's Phone Number:

760-7819

RESOLUTION NO. 22-75

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #3004 is vacant; and

WHEREAS, Angie Wickham offered to lease Building #3004 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Angie Wickham in the initial amount of Two Hundred Five and 80/100ths Dollars (\$205.80) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #3004 with Angie Wickham.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Angie Wickham, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #3004. Located upon airport property consisting of the Southeast 2/3 of entire building; 50' X 130'; 6,500 square feet leased portion.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$205.80 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. Miscellaneous.

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Angela Wickham
Angie Wickham
Angela

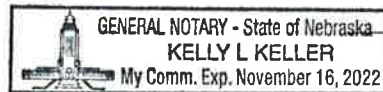
STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on 9-14-2022 by Angela Wickham



Kelly Keller
Notary Public

Tenants Address:

602 E 8th St

Alliance NE 69301

Tenant's Phone Number:

(308) 763-1705

RESOLUTION NO. 22-76

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #3219 is vacant; and

WHEREAS, Don and Joanne Jones offered to lease Building #3219 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Don and Joanne Jones in the initial amount of One Hundred Ten and 25/100ths Dollars (\$110.25) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #3219 with Don and Joanne Jones.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Don and Joanne Jones, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #3219. Located upon airport property consisting of entire building; 48' X 48'; 2,304 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$110.25 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. **Miscellaneous.**

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Don Jones

Joanne Jones

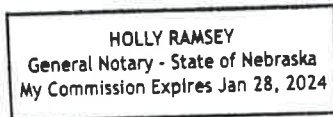
STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

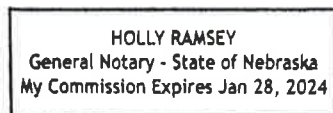
The above and foregoing was acknowledged before me on 9-6-22 by Don Jones.



Holly Ramsey
Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on 9-6-22 by Joanne Jones.



Holly Ramsey
Notary Public

RESOLUTION NO. 22-77

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #2310 is vacant; and

WHEREAS, Alliance Fire Department offered to lease Building #2310 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Alliance Fire Department in the initial amount of Fourteen and NO/100ths Dollars (\$14) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #2310 with Alliance Fire Department.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Alliance Fire Department, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #2310. Located upon airport property consisting of entire building; 28' X 35'; 980 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$14.00 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. **Miscellaneous.**

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Mike Dafney, Mayor

STATE OF NEBRASKA, County of _____; ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

RESOLUTION NO. 22-78

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #2906 is vacant; and

WHEREAS, Nancy Leider offered to lease Building #2906 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Nancy Leider in the initial amount of One Hundred Fifty and 15/100ths Dollars (\$150.15) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #2906 with Nancy Leider.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on October 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Nancy Leider, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #2906. Located upon airport property consisting of entire building; 32' X 96'; 3,072 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from October 1, 2022, through September 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$150.15 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. **Miscellaneous.**

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Nancy Leider

Nancy Leider

STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by _____.

Notary Public

Tenants Address:

1522 Big Horn

Alliance Ne 69301

Tenant's Phone Number:

308 762 4669

RESOLUTION NO. 22-79

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with Box Butte Development Corporation for the promotion of economic growth of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Box Butte Development Corporation has requested financial support from the City of Alliance to permit Box Butte Development Corporation to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to Box Butte Development Corporation in the amount of Seventy-five Thousand Seven Hundred Dollars (\$75,700) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of Box Butte Development Corporation is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with Box Butte Development Corporation.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AGREEMENT FOR CONTRIBUTION

WHEREAS, Box Butte Development Corporation of Alliance, Nebraska intends to promote the economic growth of the community of Alliance and improve the quality of life for all its citizens; and

WHEREAS, Box Butte Development Corporation has requested financial support from the City of Alliance to permit Box Butte Development Corporation to implement its program; and

WHEREAS, The City of Alliance finds that as long as it maintains its current level of funding, the support of Box Butte Development Corporation's request for funding would advance the economic development and would accomplish the purposes permitted by law for the City's contribution to it; and

WHEREAS, An agreement for contribution between the City of Alliance and Box Butte Development Corporation for such financial support is appropriate for both parties;

NOW, THEREFORE, the parties to this agreement, The City of Alliance, hereinafter City; and Box Butte Development Corporation of Alliance, Nebraska, hereinafter BBDC, do enter into this agreement.

1. Term: The City is entering into this Agreement in reliance upon its current level of funding and revenue. Either party may, upon 30-days' notice, terminate this agreement, with or without cause. Otherwise, the term of this agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023.
2. Base Services Provided by BBDC: Provided the City has funding available, all funds received by BBDC from the City pursuant to this agreement must be used solely and exclusively to vigorously further economic development, to promote housing growth, to support downtown revitalization and development, to partner with City staff on economic projects, to serve as the source of information for potential applicants for City economic development funding, to report to the City Manager on a regular basis activities of BBDC.
3. Additional Recruitment Services Provided by BBDC: In return for additional funding to engage in economic recruitment trips and fact finding missions and to actively engage in the acquisition and economic development of properties in the City of Alliance.

4. Financial Review: As a way of ensuring the City's funds will be used in compliance with the foregoing paragraph, the City's Finance Director and the BBDC Director shall review BBDC's financial statements annually. The review shall be completed by May 31st of each year.
5. Annual Report: At least annually, as part of the City's budgeting process, the BBDC Director or designee shall make a full report to City Council as to BBDC's Program of Work for the past year as well as plans for the upcoming year.
6. Early Termination: Upon early termination, the City's contribution to the Box Butte Development Corporation shall be prorated, using a monthly basis.
7. Total Contribution to BBDC: Provided the City has funding available, the City by this agreement shall contribute an annual amount of money to BBDC of Seventy-Five Thousand Seven Hundred Dollars (\$75,700.00) for the purpose of the business development of the City of Alliance or for other economic development activity in Alliance. Accordingly, BBDC will submit a quarterly invoice to the City for Eighteen Thousand Nine Hundred Twenty-Five Dollars (\$18,925.00). If the City has maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

CITY OF ALLIANCE, NEBRASKA

BOX BUTTE DEVELOPMENT
CORPORATION OF ALLIANCE,
NEBRASKA,

By: _____
Mike Dafney, Mayor

By: _____
President

Attest: _____
Tarah S. Johnson, City Clerk

By: _____
Chelsie Herian, Executive Director

RESOLUTION NO. 22-80

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Chamber of Commerce for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Chamber of Commerce has requested financial support from the City of Alliance to permit the Chamber of Commerce to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Chamber of Commerce in the amount of Eleven Thousand Dollars (\$11,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Chamber of Commerce is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Chamber of Commerce.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AGREEMENT FOR CONTRIBUTION

WHEREAS, The Chamber of Commerce of Alliance, Nebraska intends to promote the community of Alliance and improve the quality of life for all its citizens; and

WHEREAS, The Chamber of Commerce has requested financial support from the City of Alliance to permit the Chamber of Commerce to implement its program; and

WHEREAS, The City of Alliance finds that as long as it maintains its current level of funding, its support of the Chamber of Commerce's request for funding would promote the general welfare and would accomplish the purposes permitted by law for the City's contribution to it; and

WHEREAS, An agreement for contribution between the City of Alliance and the Chamber of Commerce for such financial support is appropriate for both parties;

NOW, THEREFORE, the parties to this agreement, The City of Alliance, hereinafter City; and the Chamber of Commerce of Alliance, Nebraska, hereinafter Chamber, do enter into this agreement.

1. Term: The City is entering into this Agreement in reliance upon its current level of funding and revenue. Either party may, upon 30-days' notice, terminate this agreement, with or without cause. Otherwise, the term of this agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023.
2. Services Provided by Chamber: Provided the City has funding available, all funds received by the Chamber from the City pursuant to this agreement must be used solely and exclusively for the purposes of encouraging population growth, new industries, and investment; and to conduct and carry on publicity campaigns, the continued development of Leadership Box Butte, and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources of the City, including utility services.
3. Financial Review: As a way of ensuring the City's funds will be used in compliance with the foregoing paragraph, the City's Finance Director and the Chamber Director shall review the Chamber's financial statements annually. The review shall be completed by May 31st of each year.
4. Annual Report: At least annually, as part of the City's budgeting process, the Chamber Director or designee shall make a full report to City Council as to the Chamber's Program of Works for the past year as well as plans for the upcoming year.

5. Early Termination: Upon early termination, the City's contribution to the Alliance Chamber of Commerce shall be prorated, using a monthly basis.
6. Total Contribution to the Chamber: Provided the City has funding available, the City by this agreement shall contribute an annual amount of money to the Chamber of Eleven Thousand Dollars (\$11,000.00). Accordingly, the Chamber will submit a quarterly invoice to the City for Two Thousand Seven Hundred Fifty Dollars (\$2,750.00). If the City has maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

CITY OF ALLIANCE, NEBRASKA

CHAMBER OF COMMERCE OF
ALLIANCE, NEBRASKA

By: _____
Mike Dafney, Mayor

By: _____
Susan Unzicker, Executive Director

Attest: _____
Tarah S. Johnson, City Clerk

RESOLUTION NO. 22-81

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Keep Alliance Beautiful for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Keep Alliance Beautiful has requested financial support from the City of Alliance to permit the Keep Alliance Beautiful to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Keep Alliance Beautiful in the amount of Fifty Thousand Dollars (\$50,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Keep Alliance Beautiful is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Keep Alliance Beautiful.

BE IT FURTHER RESOLVED The City agreed upon additional funding in the amount of Fifty Thousand Dollars (\$50,000) for FY 2022-23. The City has already paid Twelve Thousand Five Hundred Dollars (\$12,500) to Keep Alliance Beautiful with a remaining amount of Thirty-seven Thousand Five Hundred Dollars (\$37,500). Keep Alliance Beautiful will submit a quarterly invoice to the City for Twelve Thousand Five Hundred Dollars (\$12,500).

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AGREEMENT FOR CONTRIBUTION

WHEREAS, Keep Alliance Beautiful, "KAB" of Alliance, Nebraska intends to beautify the community of Alliance and improve the quality of life for all its citizens; and

WHEREAS, Keep Alliance Beautiful, "KAB" has requested financial support from the City of Alliance to permit Keep Alliance Beautiful, "KAB" to implement its program; and

WHEREAS, The City of Alliance finds that as long as it maintains its current level of funding, the support of Keep Alliance Beautiful, "KAB" request for funding would promote the general welfare and would accomplish the purposes permitted by law for the City's contribution to it; and

WHEREAS, An agreement for contribution between the City of Alliance and Keep Alliance Beautiful, "KAB" for any financial support is appropriate for both parties.

NOW, THEREFORE, the parties to this agreement, The City of Alliance, hereinafter City; and Keep Alliance Beautiful "KAB" of Alliance, Nebraska, hereinafter KAB, do enter into this agreement.

1. Term: The City is entering into this Agreement in reliance upon its current level of funding and revenue. Either party may, upon a 30-day notice, terminate this agreement, with or without cause. Otherwise, the term of this agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023.
2. Services Provided by KAB: Provided the City has funding available, all funds received by KAB from the City pursuant to this agreement must be used for the purposes of maintaining a program to keep the streets, sidewalks, and public properties of the City of Alliance beautiful and free of litter and debris and directing and maintaining an active and successful recycling program in the City of Alliance.
3. Financial Review: As a way of ensuring the City's funds will be used in compliance with the foregoing paragraph, the City's Finance Director and the KAB Director shall review KAB's financial statements annually. The review shall be completed by May 31st of each year.
4. Annual Report: At least annually, as part of the City's budgeting process, the KAB Director or designee shall make a full report to City Council as to KAB's Program of Work for the past year as well as plans for the upcoming year.
5. Early Termination: Upon early termination, the City's contribution to the Keep Alliance Beautiful "KAB" shall be prorated, using a monthly basis.
6. Contribution to KAB: Provided the City has funding available, the City by this agreement shall contribute an annual amount of money to Keep Alliance

Beautiful of Fifty Thousand Dollars (\$50,000). Accordingly, Keep Alliance Beautiful will submit a quarterly invoice to the City for Twelve Thousand Five Hundred Dollars (\$12,500). If the City has maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

7. Special Funding Contribution to KAB: The City agreed upon additional funding in the amount of Fifty Thousand Dollars (\$50,000) for FY 2022-23. The City has already paid Twelve Thousand Five Hundred Dollars (\$12,500) to Keep Alliance Beautiful with a remaining amount of Thirty-seven Thousand Five Hundred Dollars (\$37,500). Keep Alliance Beautiful will submit a quarterly invoice to the City for Twelve Thousand Five Hundred Dollars (\$12,500). If the City has maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

CITY OF ALLIANCE, NEBRASKA

KEEP ALLIANCE BEAUTIFUL "KAB"
OF ALLIANCE, NEBRASKA

By: _____
Mike Dafney, Mayor

By: _____
President

Attest: _____
Tarah S. Johnson, City Clerk

By: _____
Executive Director

RESOLUTION NO. 22-82

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Heartland Expressway for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Heartland Expressway has requested financial support from the City of Alliance to permit the Heartland Expressway to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Heartland Expressway in the amount of Three Thousand Dollars (\$3,000) to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of the Heartland Expressway is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Heartland Expressway.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AGREEMENT FOR CONTRIBUTION

WHEREAS, Heartland Expressway of Alliance, Nebraska intends to promote the economic growth of the community of Alliance and improve the quality of life for all its citizens; and

WHEREAS, Heartland Expressway has requested financial support from the City of Alliance to permit Heartland Expressway to implement its program; and

WHEREAS, The City of Alliance finds that as long as it maintains its current level of funding, the support of Heartland Expressway's request for funding would advance the economic development and would accomplish the purposes permitted by law for the City's contribution to it; and

WHEREAS, An agreement for contribution between the City of Alliance and Heartland Expressway for any financial support is appropriate for both parties.

NOW, THEREFORE, the parties to this agreement, The City of Alliance, hereinafter City; and Heartland Expressway do enter into this agreement.

1. Term: The City is entering into this Agreement in reliance upon its current level of funding and revenue. Either party may, upon 30-days' notice, terminate this agreement, with or without cause. Otherwise, the term of this agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023.
2. Services Provided by Heartland Expressway: Provided the City has funding available, all funds received by Heartland Expressway from the City pursuant to this agreement must be used solely and exclusively for the purpose of encouraging the funding development and expansion of the Heartland Expressway Highway.
3. Financial Review: As a way of ensuring the City's funds will be used in compliance with the foregoing paragraph, the City's Finance Director and the Heartland Expressway's Director shall review Heartland Expressway's financial statements annually. The review shall be completed by May 31st of each year.
4. Annual Report: At least annually, as part of the City's budgeting process, the Heartland Expressway's Director or designee shall make a full report to City Council as to Heartland Expressway's Program of Work for the past year as well as plans for the upcoming year.
5. Total Contribution to Heartland Expressway: Provided the City has funding available, the City by this agreement shall contribute an annual amount of money to Heartland Expressway of Three Thousand Dollars (\$3,000). Accordingly, Heartland Expressway will submit an annual invoice to the City. If the City has

maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

CITY OF ALLIANCE, NEBRASKA

HEARTLAND EXPRESSWAY

By: _____
Mike Dafney, Mayor

By: _____
President

Attest: _____
Tarah S. Johnson, City Clerk

RESOLUTION NO. 22-83

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Panhandle Area Development District (PADD) for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Panhandle Area Development District (PADD) has requested financial support from the City of Alliance to permit Panhandle Area Development District (PADD) to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Panhandle Area Development District (PADD) in the amount of Six Thousand Five Hundred Eighty-One and 30/100 Dollars (\$6,581.30) to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of Panhandle Area Development District (PADD) is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Panhandle Area Development District (PADD).

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AGREEMENT FOR CONTRIBUTION

WHEREAS, Panhandle Area Development District (PADD) of Alliance, Nebraska intends to promote the economic growth of the community of Alliance and improve the quality of life for all its citizens; and

WHEREAS, Panhandle Area Development District (PADD) has requested financial support from the City of Alliance to permit Panhandle Area Development District (PADD) to implement its program; and

WHEREAS, The City of Alliance finds that as long as it maintains its current level of funding, the support of Panhandle Area Development District's (PADD) request for funding would advance the economic development and would accomplish the purposes permitted by law for the City's contribution to it; and

WHEREAS, An agreement for contribution between the City of Alliance and Panhandle Area Development District (PADD) for any financial support is appropriate for both parties.

NOW, THEREFORE, the parties to this agreement, The City of Alliance, hereinafter City; and Panhandle Area Development District (PADD) do enter into this agreement.

1. Term: The City is entering into this Agreement in reliance upon its current level of funding and revenue. Either party may, upon 30-days' notice, terminate this agreement, with or without cause. Otherwise, the term of this agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023.
2. Services Provided by Panhandle Area Development District (PADD): Provided the City has funding available, all funds received by Panhandle Area Development District (PADD) from the City pursuant to this agreement must be used solely and exclusively for the purpose of funding activities to encourage economic development and expansion activities within the Panhandle Area Development District (PADD).
3. Financial Review: As a way of ensuring the City's funds will be used in compliance with the foregoing paragraph, the City's Finance Director and the Panhandle Area Development District's (PADD) Director shall review Panhandle Area Development District's (PADD) financial statements annually. The review shall be completed by May 31st of each year.
4. Annual Report: At least annually, as part of the City's budgeting process, the Panhandle Area Development District's (PADD) Director or designee shall make a full report to City Council as to Panhandle Area Development District's (PADD) Program of Work for the past year as well as plans for the upcoming year.

5. Total Contribution to Panhandle Area Development District (PADD): Provided the City has funding available, the City by this agreement shall contribute an annual amount of money to Panhandle Area Development District (PADD) of Six Thousand Five Hundred Eighty-One and 30/100 Dollars (\$6,581.30). Accordingly, Panhandle Area Development District (PADD) will submit an annual invoice to the City. If the City has maintained its level of funding and has sufficient funds available, the City shall pay the invoice within 40 days after submission.

CITY OF ALLIANCE, NEBRASKA

By: _____
Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

PANHANDLE AREA DEVELOPMENT
DISTRICT (PADD)

By: _____
Director

Narrative

October 4, 2022



ORDINANCE – MUNICIPAL CODE AMENDMENT - FIREWORKS

Per Council's direction, staff drafted an ordinance to amend Sections 22-175 and 25-177 of the Alliance Municipal Code to amend the dates and times fireworks may be legally discharged and sold. The attached ordinance will reduce the sale and discharge of fireworks from July 1 to July 4, whereas currently Code reads, June 25 through July 4.

RECOMMENDATION: APPROVE FINAL READING OF ORDINANCE TO AMEND THE ALLIANCE MUNICIPAL CODE IN REGARDS TO THE SALE AND DISCHARGE OF FIREWORKS.

ORDINANCE NO. 2944

AN ORDINANCE AMENDING SECTIONS 22-175 AND 22-177 OF THE ALLIANCE MUNICIPAL CODE TO AMEND DATES AND TIMES WHEREIN FIREWORKS MAY BE LEGALLY DISCHARGED; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 22-175. – Prohibited, nonapplicability, is hereby amended as follows:

“Sec. 22-175. - Prohibited; nonapplicability.

- (a) It shall be unlawful for any person to manufacture, display, sell, offer for sale, give away, use, start, discharge or explode, or cause to be manufactured, displayed, sold, offered for sale, given away, used, started, discharged, or exploded, any firework.
- (b) The provisions of the immediately preceding subsection shall not apply to:
 - (1) Non-wire sparklers, toy pistols or toy pistol caps;
 - (2) The possession of pyrotechnics which are in transportation to points outside the city;
 - (3) The possession or transportation of such pyrotechnics held by wholesale dealers for sale and shipment in unbroken packages to points or places outside the city;
 - (4) The sale, storage, or use of railroad track torpedoes or other signaling devices used by railroads;
 - (5) The sale, storage or use of flashlight compositions by photographers or dealers in photographic supplies;
 - (6) Pyrotechnic displays on the occasion of public celebrations or festivals, if the person conducting such pyrotechnic display shall first have applied for and have been granted by resolution of the mayor and city council permission to conduct such display;
 - (7) The sale and use of fireworks between July 1 and July 4 each year, during time periods authorized by state statute as modified by resolution of the mayor and city council, or by another section of this article;
 - (8) The use of blank cartridge pistols at sporting events by authorized persons; or

- (9) The use of blank cartridge pistols or other pyrotechnics by a person designated by the city manager or designee to implement the waterfowl management policy.
- (c) The terms "firework" or "fireworks" in this article shall refer to "consumer fireworks" as they are defined and amended by R.R.S. 1943, ch. 28, art. 12."

SECTION 2. The City Code, at Section 22-177. – Legal Dates, times, and age restrictions for discharging fireworks, permit required, is hereby amended as follows:

"Sec. 22-177. - Legal dates, times and age restrictions for discharging fireworks; permit required.

- (a) It shall be unlawful to discharge any firework as defined and permitted by state statute, prior to July 1, and after July 4 and at any time other than the dates and times specifically authorized by state statute and as modified by resolution of the mayor and city council.
- (b) Fireworks may be legally discharged between the hours of 9:00 a.m. and 10:00 p.m. on July 1 to July 3; and between the hours of 9:00 a.m. and 12:00 midnight on July 4. The city manager or his or designee may authorize in writing the discharge of fireworks between 9:00 a.m. and 12:00 midnight on July 5 if, in the discretion of the city manager or his or her designee, sufficient circumstances warrant an extension of the holiday celebration, provided that no firework may be discharged on July 5 without the written authorization of the city manager or his or her designee.
- (c) The use or possession of fireworks by any person under 12 years of age is prohibited unless direct supervision is provided by a person 18 years of age or older.
- (d) The city manager or designee shall issue a permit allowing the sale of fireworks during permitted periods for that calendar year under the following standards:
 - (1) Proof of fireworks license from the state fire marshal under state administrative code title 157, chapters 2 and 4, permissible fireworks list and licensing requirements, as per the current International Fire Code, fireworks as adopted by the city;
 - (2) Sale and retail display with storage in type 5 magazine 3301.1.3, 3301.2.3, 3302 and 3308.11.
- (e) At no time shall it be lawful to discharge a firework in any manner that is unsafe or dangerous to persons or property in any manner prohibited by R.R.S. 1943, § 28-1242 as now constructed or hereafter amended.
- (f) At no time shall it be lawful to discharge a firework into or upon any city recreational property unless the city has granted a special permit for such discharge."

SECTION 3. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED AND APPROVED this 4th day of October, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm



MCS
FAMILY OF COMPANIES

Engineering Firm | Environmental Consulting Group

providing **Simply Smart Solutions**

www.MCSfamilyofcompanies.com

September 23, 2022

Honorable Mayor and City Council
City of Alliance
324 Laramie Ave.
Alliance, NE 69301

RE: Alliance Airport 2021 Hail Damage Repair

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on September 22, 2022 at the Alliance City Hall Alliance, Nebraska for the above referenced project. One company picked up plans for the project:

Twin City Roofing & Sheet Metal, Inc. Scottsbluff, NE

One (1) bid was received. The bid received was as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$226,861.90
Engineers Estimate	\$236,193.26

It should be noted that it is not uncommon to have a single bidder on these types of projects. Due to the heavy work load of contractors at this time as well as the state statute that all contractors on government contracts over \$20,000 must carry bonds, it limits the number of contractors that are eligible. Twin City Roofing has been selected on similar projects for both the City of Alliance and other communities in the region and has performed very well with minimal disruptions.

The Engineer's Estimate was based upon the insurance adjuster's estimate. There appears to have been a minimal error when summarizing their totals for each schedule which increased their total from \$226,861.70 to \$226,861.90. We would recommend that the \$0.20 difference in totals should be considered a discrepancy but noted. We have reviewed the contractor's bid documents and would recommend award of the project to Twin City Roofing & Sheet Metal in the amount of \$226,861.90.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

David Schaff, P.E.

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Narrative

October 4, 2022



RESOLUTION - AIRPORT STORM DAMAGE REPAIRS

M.C. Schaff and Associates, on behalf of the City of Alliance, prepared an Invitation to Bid for the Airport Hail Damage Repair. The project was advertised for three weeks with one contractor requesting plans and specifications.

One bid was received and opened at the scheduled time on September 22, 2022 at the City of Alliance Municipal Building. The Engineer has reviewed the bids and found a minimal error when contractor was summarizing their totals for each schedule which increases their total to \$226,861.90. The Engineer noted compliance with bid bond requirements. The lowest, responsive and responsible bidder was Twin City Roofing & Sheet Metal, Inc. of Scottsbluff, Nebraska with a bid of \$226,861.90. The engineer's estimate for the project was \$236,193.26, which was based upon the insurance adjuster's estimate.

M.C. Schaff and Associates is recommending that the Council approve the bid proposal from Twin City Roofing & Sheet Metal, Inc. of Scottsbluff, NE in the amount of \$226,861.90 for the Alliance Airport Hail Damage Repair Project. The bid costs have been submitted to the City of Alliance insurance carrier for review and have been approved for acceptance.

RECOMMENDATION: APPROVE RESOLUTION AWARDING AIRPORT HAIL DAMAGE REPAIR TO TWIN CITY ROOFING & SHEET METAL, INC. IN THE AMOUNT OF \$226,861.90.

RESOLUTION NO. 22-84

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, The City experienced significant storm damages on July 9, 2021 at the Alliance Municipal Airport; and

WHEREAS, An Invitation to Bid for the Alliance Airport Hail Damage Repair was published and bids were opened; and

WHEREAS, The City received one bid from Twin City Roofing & Sheet Metal, Inc. of Scottsbluff, NE in the amount of Two Hundred Twenty-six Thousand Eight Hundred Sixty-one and 90/100ths (\$226,861.90); and

WHEREAS, The Engineer completed an Independent Cost Analysis and found the bid to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to sign the contract and documents associated with the Alliance Airport Hail Damage Repair for the Alliance Municipal Airport from Twin City Roofing & Sheet Metal, Inc. of Scottsbluff, NE in the amount of Two Hundred Twenty-six Thousand Eight Hundred Sixty-one and 90/100ths (\$226,861.90).

BE IT FURTHER RESOLVED the bid was reviewed by the City's insurance carrier and is approved for full payment.

PASSED AND APPROVED this 4th day of October 4, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel