

RESOLUTION NUMBER 7853

A resolution authorizing the Mayor and City Clerk to enter into a lease with the Beatrice Area Solid Waste Agency, a joint entity created pursuant to Section 13-801 to 13-827, R.R.S. Neb. 1943 ("BASWA"), for the purpose of leasing the building commonly known as the Materials Recovery Facility, and the immediate surrounding area, located at 3426 West Locust Road, Beatrice, Nebraska, owned by BASWA, for the storage of vehicles, equipment, and other personal property by the City's Sanitation Department, commonly known as Midwest Area Refuse Solutions ("MARS").

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a lease between the City of Beatrice, Nebraska and the Beatrice Area Solid Waste Agency, for the purpose of leasing the building commonly known as the Materials Recovery Facility, and the immediate surrounding area, located at 3426 West Locust Road, Beatrice, Nebraska, owned by BASWA, for the storage of vehicles, equipment, and other personal property by the City's Sanitation Department, commonly known as Midwest Area Refuse Solutions ("MARS"). A copy of said Lease Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict are hereby repealed.

PASSED AND APPROVED this 21st day of September, 2026.

Attest:


Erin Saathoff, MMC, City Clerk
Robert Morgan, Mayor

LEASE

This Lease is made and entered into by and between the Beatrice Area Solid Waste Agency, a body corporate and politic, hereinafter referred to as "Lessor", and City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. LEASED PREMISES. Lessor leases to Lessee and Lessee leases from Lessor for use by its employees, its independent contractors, and visitors, the building commonly known as the Materials Recovery Facility, and the immediate surrounding area, located at 3426 West Locust Road, Beatrice, Nebraska, 68310 (hereinafter the "Leased Premises").

2. TERM. The term of this Lease shall be for one (1) year, commencing on October 1, 2026, and ending on September 30, 2027. This Lease shall automatically renew for another one (1) year term unless the Lease is terminated pursuant to Section 15 or Section 16 of this Lease.

3. PAYMENT. Lessee in consideration agrees to pay to the Lessor, as rent for such premises, the amount of Forty-Eight Thousand Dollars (\$48,000.00) for the first term of this lease, payable in equal monthly installments. For each successive term thereafter, the annual rent shall increase by three percent (3%) over the rent payable during the immediately preceding term. Said rent shall be due on or before the 1st day of each month during the term of this Lease.

4. RIGHT TO LEASE. Lessor covenants that Lessor is seized of the building commonly known as the Materials Recovery Facility in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of said building during the term hereof.

5. PURPOSE. The purpose of this Lease is for Lessee to use the Leased Premises for the storage of vehicles, equipment, and other personal property owned by Lessee related to the operation of the City of Beatrice Sanitation Department, commonly known as Midwest Area Refuse Solutions ("MARS"). Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose other than the purpose for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the premises, or acts done, which would cause a cancellation of any insurance policy covering the premises, or any part thereof. Lessee hereby expressly agrees that Lessor has made no warranty with respect to the property or as to its suitability or usefulness for Lessee's purposes; and Lessee hereby expressly agrees that the Lessor shall not be liable to it for any defect in the Leased Premises.

6. MAINTENANCE. Lessee shall maintain the building and the surface of the Leased Premises, including mowing, at Lessee's sole expense.

7. UTILITIES & LIABILITY. Lessee shall pay the monthly bill for electrical services provided to the Leased Premises, as billed by Norris Public Power District.

8. RELATIONSHIP. The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

9. LIENS. Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

10. CONDITION AND REPAIR. Lessee shall at all times keep the Leased Premises in good condition, order, and repair; Lessee shall commit no waste on the premises and Lessee shall not allow any nuisance to exist on the premises.

11. SAFE CONDITION. Lessee shall at all times keep the Leased Premises in a safe, clean, nuisance-free condition to comply in all respects with all applicable local, state, and federal government, health, fire and police requirements and regulations.

12. WAIVER, RELEASE, & INDEMNIFICATION. Lessee and its successors, heirs, personal representatives, and assigns, shall indemnify Lessor and shall save and hold Lessor and Lessor's employees, officers, elected officials, and agents harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions of Lessee or any third party on or about the Leased Premises, and the Lessee shall at its own expense defend any such suit or action, which may be brought against the Lessor, its tenants, successors or assigns. Lessee shall also provide and pay for policies of insurance against such liabilities, loss, damage or injury as public liability, landlord/tenant, and others necessary to help fund this indemnification to the extent of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for claim or damages from any single occurrence and to the extent not less than One Million and 00/100 Dollars (\$1,000,000.00) to cover the aggregate of any occurrences to the policy together with an insurance certificate listing the City of Beatrice as an additional insured prior to the commencement of this Lease. Said policy shall be taken only with the insurance companies that are duly authorized to do business in the State of Nebraska. If Lessee fails to provide that insurance (or proof thereof to Lessor upon request), Lessor may, after five (5) calendar days' written notice to Lessee, at Lessor's option, procure or renew the insurance. The premiums paid by Lessor plus interest on the amount paid at the rate of twelve percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

Lessee further releases for itself and for its (if any) officers, shareholders, managers, members, employees, agents, attorneys, and assigns, jointly and severally, hereby absolutely and

unconditionally release and forever discharge the City, its elected officials, employees, attorneys and assigns from any and all claims, demands, causes of action, liabilities, obligations and damages of any and every kind or nature whatsoever, in law, in equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, which they or any one of them has, has had or may hereafter have arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease and/or any interruption or disruption of this Lease pursuant to Section 14 of this Lease, which may be based upon or connected with any of the matters of law or fact raised in regard thereto, including all claims for court costs and attorney's fees arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease, any interruption or disruption of this Lease pursuant to Section 14 of this Lease, or other matters related to thereto prior to the date of execution of this agreement or any claim released hereby.

Lessee agrees to provide this waiver of rights and indemnification in consideration of the Lessor's agreement to lease the Leased Premises to Lessee.

13. INSPECTION. Lessee shall permit Lessor to inspect the Leased Premises at a mutually convenient time for both the Lessee and the Lessor during usual business hours for the purposes of inspections which may reasonably be necessary for the protection of the Lessor's interest in the Leased Premises.

14. INTERRUPTION OR DISRUPTION OF LEASE. In the event Lessor determines, in its sole discretion, that utility work, street maintenance, or general repairs on the Leased Premises is required, or in cases of emergency, as determined at Lessor's sole discretion, this Lease and all obligations herein shall become null and void for the duration of such work, maintenance, or repairs. Upon completion of such work, maintenance, or repairs, this Lease shall recommence and resume as though the interruption never occurred, having no effect on the term of this Lease.

15. BREACH & CURE. Failure of either party to this Lease to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate this agreement without notice.

16. TERMINATION. In addition to the termination proceedings set forth in Section 15 above, either party shall have the right to terminate this Lease for any reason upon six (6) months written notice to the other party. Upon damage to the Leased Premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party.

17. FILING FEES: Lessee shall pay all filing fees associated with the filing of any notice of this Lease.

18. SUBLEASES. The Leased Premises, in whole nor in part, may not be subleased by the Lessee without written permission from Lessor. The right to receive rents under this Lease shall be freely assignable by the Lessor.

19. ASSIGNMENT. Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease or any interest thereon without the prior express written approval of the Lessor, which consent shall not be unreasonably withheld.

20. REMOVAL OF ALTERATIONS OR IMPROVEMENTS UPON TERMINATION. On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and to restore the Leased Premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

21. NOTICES. Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

Lessor: Beatrice Area Solid Waste Agency
ATTN: Chairperson
400 Ella Street
Beatrice, NE 68310

Lessee: City of Beatrice
ATTN: City Attorney
400 Ella Street
Beatrice, NE 68310

22. COVENANTS. The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

23. WAIVER. No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

24. WRITTEN MODIFICATION, RELEASE, DISCHARGE, OR WAIVER REQUIRED. No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless signed by the party against whom it is claimed or that party's duly authorized agent.

25. SAVINGS CLAUSE. If any paragraph or part thereof of this Lease shall be invalid, illegal or inoperative for any reason, the remaining parts, so far as possible, shall be effective and fully operative.

26. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises or understandings not expressed herein. There are no collateral

agreements, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

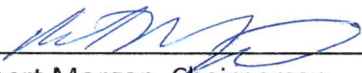
27. TAXES. Lessee shall pay all taxes and assessments with respect to the Leased Premises of any sort whatsoever that shall become due and payable or assessed, including all real estate taxes and all personal property taxes for the year 2026 and thereafter. Lessor shall forward to Lessee any notice, bill or other document received by Lessor concerning any such imposition.

28. CAPTIONS. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

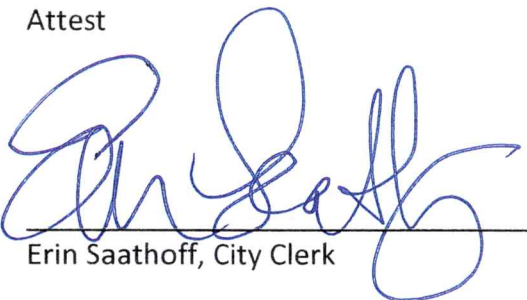
29. GOVERNING LAW. The laws of the State of Nebraska shall govern this Lease.

Dated this 21st day of September, 2026.

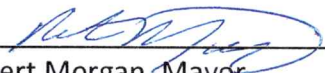
Beatrice Area Solid Waste Agency


Robert Morgan, Chairperson

Attest

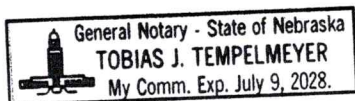

Erin Saathoff, City Clerk

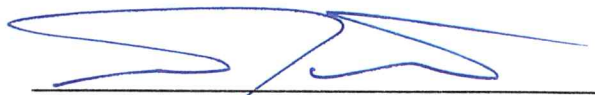
THE CITY OF BEATRICE
NEBRASKA, a Municipal
Corporation

By: 
Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

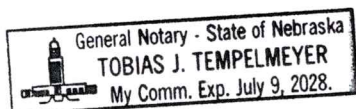
The foregoing instrument was acknowledged before me this 21st day of Sept, 2026, by Robert Morgan, Mayor, City of Beatrice, to be his voluntary act and deed on behalf of the City.




Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 21 day of Sept, 2026, by Robert Morgan, Chairperson of the Beatrice Area Solid Waste Agency, to be his voluntary act and deed on behalf of the Beatrice Area Solid Waste Agency.





Notary Public