CITY OF WOOD RIVER

REGULAR CITY COUNCIL MEETING
AGENDA

DATE: 5-Jan-10
TIME: 7 00 P.M.
BILL READERS: Dvorak/Brown
PUBLIC NOTICE: (FOLLOWING PAGES)

I **CALL TO ORDER:**

II **ROLL CALL:**

III **RECITE THE PLEDGE OF ALLEGIANCE:**

IV **CITY COUNCIL OF WOOD RIVER DECLARATION OF OPEN MEETINGS ACT:**
The City of Wood River abides by the open meetings act in conducting business. A copy of the open meetings act is displayed around the board room and in the hall. As required by state law. The City Council may vote to go into closed session on any agenda item as allowed by state law.

V **CITIZENS WITH BUSINESS NOT SCHEDULED ON THE AGENDA.**
(Comments may have a limitation of 15 minutes per topic. The purpose of the public comment is for the presentation of an item to the City Council that is not on the agenda) **(As required by State Law, no matter maybe considered under this item unless Council determines that the matter requires emergency action.)**

VI **CONSENT AGENDA**
(All items listed under, consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member of citizen requests it, in which case the item will be removed and will be considered after completion of the consent agenda.)

APPROVE OF THE FOLLOWING:
Regular Meeting Minutes, December 22, 2009. ———— **Pg. 1-2**

Disbursements ———— **Pg. 3-4**

VII **PUBLIC HEARINGS**
(Hearings may have a limitation of 5 minutes per person.

VIII **INTRODUCTION OF RESOLUTIONS AND ORDINANCES**
Ordinance #519 to amend Section 3-809 of the Wood River Municipal Code; to provide a minimum rate for the municipal electrical system; to provide a minimum rate for the area lighting charges; to provide for an effective date of this ordinance; and to repeal conflicting portions of said Code Section ---- **Pg. 5-10**

IX UNFINISHED OR NEW BUSINESS, COMMUNICATIONS AND ACTION ITEMS

(City Council may vote to go into **CLOSED SESSION** on any agenda item as allowed by State Law.)

Item 1. Law Enforcement monthly report for December ———————

Item 2. Discuss/consider Notice to Bidders-Cash Rent Lease for Farm Ground and Hunting and Recreational Ground and their Advertisements ——————— **Pg. 11-17**

Item 3. Discuss/consider Reimbursement to Mr. Brown for Electrical Problem to the Residence ——————— **Pg. 18**

Item 4. Hollywood's dba Wood River C-Store request permission for a SDL Liquor License in order to cater the Hartmann/Wissing Wedding to be held February 20, 2010 from 12:00 p.m. To 1:00 a.m. ——————— **Pg. 19**

Official
City Council Minutes
City of Wood River, Nebraska
Regular Meeting
December 22, 2009

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Wood River, Nebraska was conducted in the Council Chambers of City Hall, 1002 Main Street, on December 22, 2009. Notice of the time and place of the meeting was given in advance thereof by publicized notice on December 17, 2009 in the Wood River Sunbeam and the Grand Island Independent. An agenda for the meeting, was kept continuously current, and was made available for public inspection at the City Office of the public body during normal business hours and late on Friday before the Council's meeting on the Wood River's website **(woodriverne.com).**

Mayor Greg Cramer called the meeting to order at 7:05 p.m.
Roll call was taken.
Council Present: Krolikowski, Fairbanks, Boudreau and Dvorak who arrived at 7:05 p.m.
Council Absent: Brown and Nielsen.
City Official Present: City Utilities, Monte Moss, and City Clerk, Marla Knecht.
The Mayor led the Council Member and audience in the pledge of allegiance.
Mayor Cramer advised the public body of the Open Meetings Act that is posted in the meeting room and hall.

Public comments: None given.

Items on the consent agenda for approval were:

December 8, 2009, Regular Meeting Minutes.

Disbursements reviewed this month by Council members Vince Boudreau and Richard Krolikowski.

Disbursements total was $469,014.58.

Boudreau made the motion to approve the items on the consent agenda with corrections to the minutes. Motion seconded by Krolikowski with the exception of Councilman Fairbanks abstaining from the mileage reimbursement. Motion carried 4/0.

Marcy Luth, representing Almquist Maltzahn Galloway & Luth, was present to discuss with the Mayor and Council the Financial Statements and Supplemental information for the City's 2009 audit. The audit report is available at the City office for public review.

The Notice to Bidders-River Ground Cash Rent Lease for Farm Ground and River Ground Cash Rent Lease for Hunting and Recreational Ground and their advertisements were tabled for the meeting of January 5, 2010 in order to receive clarification from the City Attorney who was not able to attend this meeting.

A discussion was held on an issue with a reimbursement for an electrical problem located at a residential home at 1104 Harrison Street. The issue was tabled until the person was able to attend the meeting.

Mayor Cramer conducted a discussion on the issue of Off Hour Calls and Weekend Duty Calls not reaching the On Duty Personnel. The staff will contact the telephone service for information on our answering systems on how it might be adjusted to give out telephone numbers before forwarding the call to the On Duty Personnel.

Dvorak made the motion to approve the letter of authorization for W Design Associates Engineer to conduct or cause to be conducted the consulting services necessary for investigation and repair of the failed floor in the fire hall. The Engineer will assist the City in acquiring the services of a testing company to core the floor, test the subgrade and provide a report on the findings. Motion seconded by Krolikowski. Motion carried 4/0.

Fairbanks made the motion to approve the change order number (2) two with Rutjens Construction that stated the actural meter quantities installed in the Water Meter Project. Motion seconded by Dvorak. Motion carried 4/0.

Dvorak made the motion to approve the final payment request to Rutjens Construction for the amount of $27,962.00 completing the Water Meter Project. Motion seconded by Krolikowski. Motion carried 4/0.

Boudreau made the motion to approve the extra three (3) percent discount for utilities, making a total of five (5) percent for the holiday. The discount applies only to accounts paid by the tenth (10) of the month. Motion seconded Krolikowski. Motion carried 4/0.

Per phone conference, with John Krajewski of JK Energy Consulting LLC was available for questions and provided comments concerning the Cost of Service and Rate Design Study Report, which he completed for the Electric Department. A discussion was conducted on converting the two school accounts to the General Service-Demand rate class. The monthly customer charge for 2010 will be $11.00 per month, then increasing to $12.00 per month in 2011. The customer charge appears to be reasonable when compared to neighboring utilities.

Ordinance #519, to amend Section 3-809 of the Wood River Municipal Code; to provide a minimum rate for the municipal electrical system; to provide a minimum rate for the area lighting charges; to provide for an effective date of this ordinance; and to repeal conflicting portions of said Code Section, was discussed by the Council and was tabled for the meeting of January 5, 2010.

The financial report was provided in the council agenda packets, covering the month of November, for the Mayor and Council's review.

As there was no further business to come before this session of the Council, Council member Fairbanks made the motion to adjourn at 8:50 p.m. Motion seconded by Boudreau. Motion carried 4/0.

You can find agenda request forms and minutes from previous meetings on the city's website at woodriverne.com/agendaform.
You can preview all ordinances and resolutions at the city office during regular business hours.

Marla Knecht, City Clerk

LIST OF CLAIMS

1ST PART OF THE MONTH

TAX FUND		
POLICE FUND		
HALL COUNTY SHERIFF	CONTRACT SERVICE	4,512.00
J P COOKE CO	DOG TAGS	40.00
LICENSE FEE FUND		
NEBRASKA GAME & PARKS	PERMIT SOLD	430.50
GENERAL FUND		
CUNNINGHAM LAW	RETAINING FEE	150.00
EDWARD JONES	RETIREMENT-MARKUSSEN	47.50
AAL	RETIREMENT-MOSS	207.00
AMERICAN FUNDS	RETIREMENT-GASCHO	138.66
HERITAGE BANK	RETIREMENT-KNECHT/KRAUSE	277.33
PIONEER INVEST	RETIREMENT-BILSLEND	125.67
AFLAC	INSURANCE-MARKUSSEN	70.64
SUN LIFE INSURANCE	INSURANCE	107.75
COMPANION LIFE	INSURANCE	208.45
PRINCIPAL LIFE INS	INSURANCE	106.80
USPS-HASLER	POST METER SUPPLY	100.00
OFFICENET	EQUIP RENTAL	59.00
ELECTRIC FUND		
FAIRBANKS FARM	EQUIP REPAIR	58.85
PARAMOUNT LINEN	TOWEL AND MAT SERVICE	32.68
KRIZ-DAVIS	SUPPLY	192.73
JEO CONSULTING GROUP	ENGINEER SERVICE	1,870.05
ACE HARDWARE	SUPPLY	253.30
SEWER FUND		
PLATTE VALLEY LAB	ANALYSIS	45.00
STREET FUND		
WATER FUND		
MUNICIPAL INDUSTRIAL	SUPPLY	84.15
NEBRASKA PUBLIC HEALTH	SERVICE ANALYSIS	185.00
LINCOLN WINWATER WORKS	SUPPLY	101.28
NDEQ	WATER LOAN REPAYMENT	1,980.69
W DESIGN ASSOCIATES	ENGINEER SERVICE	404.00
PARK FUND		
VARIETY OF FUNDS		
CITY OF WOOD RIVER	ALL DEPT: UTILITY SERVICE	6,789.49
SOURCE GAS	ALL DEPT: UTILITY SERVICE	597.76
EAKES	GNRL/ELCT FD:SUPPLY	109.95
DONNA BILSLEND	GNRL/ELCT FD:SERVICE	112.50
FIRE/AMBULANCE		
VERIZON	AMB FD:PHONE SERVICE	152.63
CHARTER COMMUNICATIONS	FIRE FD:CABLE SERVICE	59.88
WOOD RIVER VOL FIRE DEPT	FIRE FD:REIMB MAINTENANCE	600.00
LIBRARY FUND		
MALTMAN LIBRARY	MONTHLY EXPENSE	23.64
	TOTAL	20,234.88
AMOUNT OF CHECKS NOT ON LIST		15,750.91
	GRAND TOTAL	35,985.79
MONTHS SALARIES PAID		15,622.04
20715 POST OFFICE	ELECT BILLING	128.87

TOTAL	15,750.91

INTRODUCE AN ORDINANCE TO PASS ON ITS FIRST, SECOND AND THIRD READINGS.

COUNCIL MEMBER _____ introduces Ordinance # 519; an ordinance amending Section 3-809 of the Wood River Municipal Code; to provide a minimum rate for the municipal electrical system; to provide a minimum rate for the area lighting charges; to provide for an effective date of this ordinance; and to repeal conflicting portions of said Code Section and move that it be read by title and passed on it final reading.

Motion seconded by _____. Vote.

Council Member _____ moved that Ordinance #519 be passed on its final reading by title only.

Motion seconded by _____. Vote.

ORDINANCE NO. 519
CITY OF WOOD RIVER, NEBRASKA

ELECTRICAL RATES

This is an Ordinance to amend Section 3-809 of the Wood River Municipal Code; to provide a minimum rate for the municipal electrical system; to provide a minimum rate for the area lighting charges; to provide for an effective date of this ordinance; and to repeal conflicting portions of said Code Section.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WOOD RIVER, NEBRASKA, AS FOLLOWS:

1. Section 3-809 of the Wood River Municipal Code is hereby amended to read as follows:

   3-809 MUNICIPAL ELECTRICAL SYSTEM; MINIMUM RATES; AREA LIGHTING CHARGES. All electrical consumers shall be liable for the following minimum rates provided by Ordinance unless and until the consumer shall, by written order, direct the Utilities Superintendent to shut off the electricity in which case he shall not be liable thereafter for electrical service until the electricity is turned on again.

Electric Rates

Residential RS

Applicable: To single family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter.

Character of Service: 60 cycle, AC, single-phase, 120 volt, 2 wire; or 120/240 volt, 3 wire (optional with the system).

Minimum Bill	The Customer Charge	
Effective:	January 2010	January 2011
Customer Charge	$11.00	$12.00
	Winter (1)	
First 750 kWh , per kWh	8.2¢	8.9¢
Balance over 750 kWh	5.2¢	5.7¢
	Summer (2)	
First 750 kWh , per kWh	9.2¢	9.8¢
Balance over 750 kWh	9.2¢	9.8¢

Load Management

$6.00 per month credit during the summer months will be given to those customers that allow the City to control air conditioning usage.

Residential – Multi-Family

Applicable: For service consisting of multiple dwellings served through a single meter.

Character of Service: 60 cycle, AC, single-phase, 120 volt, 2 wire; or 120/240 volt, 3 wire (optional with the system).

Minimum Bill: The Customer Charge

Effective:		January 2010	January 2011
Customer Charge		$16.75	$18.25
	Winter (1)		
Plus: All kWh		8.2¢	8.9¢
	Summer (2)		
Plus: All kWh		9.2¢	9.8¢

General Service GS

Applicable: To any customer that does not qualify for another rate schedule.

Character of Service: Single phase, or three phase if available, alternating current, electric service will be supplied at the system's standard secondary voltages when all service at one (1) location is measured by one (1) meter.

Minimum Bill: The Customer Charge

Effective:		January 2010	January 2011
Single Phase Customer Charge:		$16.75	$18.25
Three Phase Customer Charge:		$27.50	$30.00
	Winter (1)		
Plus: First 3,000 kWh		9.50¢	10.40¢
All over		6.50¢	7.10¢
	Summer (2)		
Plus: First 3,000 kWh		10.70¢	11.60¢
All over		9.50¢	10.40¢

General Service Large Use

Applicable: When the customer's demand exceeds 100 kW for three consecutive months and the customer does not qualify for the Large Light & Power Rate.

Minimum Bill: The Customer Charge

Effective:	January 2010	January 2011
Customer Charge	$40.00	$45.00
	Winter (1)	
First 300 kWh per kW	6.40¢	6.50¢
Balance of Energy	4.40¢	4.50¢
	Summer (2)	
First 300 kWh per kW	7.30¢	7.50¢
Balance of Energy	7.30¢	7.50¢

General Service Demand

Applicable: When a customer with a demand meter does not qualify for the General Service Large Use rate or the Large Light & Power Rate. This rate shall also apply to public schools formerly served under the separate contract rate.

Minimum Bill: The Customer Charge

Effective:	January 2010	January 2011
Customer Charge	$40.00	$45.00
	Winter (1)	
Demand Charge	$11.50	$12.45
First 300 kWh per kW	3.36¢	3.64¢
Balance of Energy	2.82¢	3.05¢
	Summer (2)	
Demand Charge	$16.15	$17.50
First 300 kWh per kW	3.58¢	3.88¢
Balance of Energy	3.05¢	3.31¢

Large Light and Power LLP-2

Applicable: To customers with peak demand in excess of 500 kW in three or more of the previous 12 months

Minimum Bill: The Customer Charge

Effective:	January 2010	January 2011
Customer Charge	$107.50	$125.00
	Winter (1)	
Demand Charge	$9.00 per kW	$9.75 per kW
Energy Charge	4.00¢	4.38¢

		Summer (2)	
	Demand Charge	$13.50 per kW	$14.00 per kW
	Energy Charge	4.80¢	4.90¢

Municipal MU

Applicable: To accounts owned by the City of Wood River.

Effective:	January 2010	January 2011
Customer Charge	$0.00	$0.00
Energy, per kWh	5.14¢	5.47¢

Irrigation Irrig.-1

Effective:	January 2010	January 2011
Regular Rate:		
Connected horsepower charge:	$61.00/hp	$65.00/hp
Energy, per kWh	6.20¢	6.85¢
Alternating Interruptible:		
Connected horsepower charge:	$30.00/hp	$36.00/hp
Energy, per kWh	6.20¢	6.43¢
Anytime Interruptible:		
Connected horsepower charge:	$21.00/hp	$24.50/hp
Energy, per kWh	5.60¢	6.00¢

One-half of the horsepower charge will be billed May 1 and the second half of the demand charge shall be billed October 1.

Private Roadway and Area Lighting Customer Owned Schedule GS-3

Lamp Size	January 2010	January 2011
175 watt MV	$3.75	$4.00
250 watt MV	$5.25	$5.50
400 watt MV	$8.80	$9.00
1,000 watt MV	$20.00	$21.00
100 watt HPS	$2.25	$2.50
250 watt HPS	$5.25	$5.50
400 watt HPS	$8.00	$8.25

2. These rates are subject to application of the Retail Production Cost Adjustment used by the Municipality and subject to change accordingly.

3. Rates go into effect for service as of January 1, 2010.

4. The winter rates shall apply to the customer's prorated use from October 1 through May 31, and the summer rates shall apply to the customer's prorated use from June 1 through September 30.

5. That all Ordinances or portions of the Wood River Municipal Code in conflict with this Ordinance are hereby repealed.

6. This Ordinance shall be in full force and effect on the 1st day of January, 2010, as provided by law.

Passed and approved by the City Council of Wood River, Nebraska, this _____ day of _____, 2009.

_____
Greg Cramer, Mayor

Attest:

_____
Marla Knecht, City Clerk

NOTICE TO BIDDERS – CASH RENT
HUNTING AND RECREATIONAL GROUND

Notice is hereby given that the City of Wood River, Nebraska, a municipal corporation, is accepting sealed bids for lease of recreational and hunting ground located on the north side of the north channel of the Platte River upon real estate described as follows:

> That part of Lots 1 and 2, in Section 18, Township 9 North, Range 11, West of the 6th P.M., Hall County, Nebraska, lying south of the 17 acres of dry land alfalfa and 44 acres of irrigated crop ground, located on Lots 1 and 2, in said section.

1. Cash rent proposals should be prepared in writing and submitted to the Wood River City Clerk before 5:00 p m. on the _____ day of _____, 2010.

2. The City intends to rent the recreational ground and hunting ground lying south of the crop ground upon the above described premises to the highest bidder for cash. The City of Wood River, Nebraska, reserves the right to accept or reject any or all bids.

3. Bidder should make their bids knowing that ingress and egress to the hunting ground and recreational ground will be granted through the use of the lane along the westerly portion of the above described crop and alfalfa ground.

4. Within seven days of the awarding of a lease to the highest bidder, a proposed cash rent lease will be submitted to the high bidder requiring the cash lease payment to be made on or before May 1, 2010. Additional terms and conditions of the lease of the recreational and hunting ground will be set forth in a lease agreement, a copy of which may be obtained by interested bidders prior to submission of bids from the Wood River City Clerk.

5. The terms and conditions of the proposes lease will be considered to be accepted by the proposed bidders at the time of submission of bids to the City, therefore, interested bidders should become familiar with the terms and conditions of the proposed lease.

_____
Marla Knecht, Wood River City Clerk

CASH RENT LEASE
HUNTING AND RECREATIONAL GROUND

THIS Lease Agreement is made and entered into this _____ day of _____, 2010, between THE CITY OF WOOD RIVER, NEBRASKA, A Municipal Corporation, hereinafter referred to as "Landlord" and _____, of Hall County, Nebraska, hereinafter referred to as "Tenant" as follows:

1. Landlord does hereby lease unto the Tenant the following described property, situated in Hall County, Nebraska:

That part Lots One (1) and Two (2), located in Section Eighteen (18), Township Nine (9) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska, lying south of the 44 acres of irrigated crop land and 17 acres of dry land alfalfa, located upon said Lots 1 and 2 and lying north of the north bank of the north channel of the Platte River on said Lots 1 and 2.

2. The consideration of the leasing of the above described premises is cash rent of _____Dollars ($_____). The lease payments shall be due and payable upon execution of this lease. It is the intent of the parties that the term of this lease shall be for the remaining portion of calendar year 2010 and shall expire on December 31, 2010.

3. Tenant agrees that he will carefully protect all improvements, maintain all fences and wells upon the premises in as good a condition and repair as the same may be at the commencement of this lease, or as later improved, normal wear and depreciation from the causes beyond the Tenant's control excepted.

Tenant is hereby given the right of ingress and egress to the above described leased premises over and above the crop ground and alfalfa ground located upon said Lots 1 and 2 through the use of the lane along the westerly boundary of said crop and alfalfa ground for use by the Tenant and Tenant's invitees in connection with their use and enjoyment of the leasehold premises described herein.

4. Tenant does hereby indemnify and save harmless the Landlord from any claim or loss by reason of the Tenant's use or misuse of the leased premises and from any claim or loss by reason of any accident or damage to any person or property happening on said premises.

5. The Tenant will comply with the following provisions and covenants:

a. Tenant will use the leasehold premises in compliance with all county, state and federal regulations.

b. Tenant is prohibited from sub-letting or leasing any portion of the above described premises and will not allow any persons access on the leased premises for hunting, fishing or other recreational purposes except as specifically authorized herein.

c. Tenant may have only _____ number of guests at any one time upon the above described leasehold premises and said guests must be accompanied by Tenant at all times.

d. Tenant is not permitted to build or place any improvement on the leased premises without the express written consent of Landlord. Tenant cannot assign or sub-let this hunting and recreational lease without Landlord's express written consent.

6. This Agreement will be binding upon the parties hereto, their successors, personal representatives and heirs.

CITY OF WOOD RIVER, A Municipal Corporation, "LANDLORD",

_____

By: Its Mayor

_____

"TENANT"

NOTICE TO BIDDERS – CASH RENT FARMGROUND

Notice is hereby given that the City of Wood River, Nebraska, a municipal corporation, is accepting sealed bids for lease of 44 acres of irrigated crop ground and 17 acres of dry land alfalfa located on the following described real estate:

Part of Lots 1 and 2, in Section 18, Township 9 North, Range 11, West of the 6th P.M., Hall County, Nebraska.

1. Cash rent proposals should be prepared in writing and submitted to the Wood River City Clerk before 5:00 p.m. on the _____ day of _____, 2010.

2. The City will rent the irrigated ground and dry land alfalfa located upon the above described property to the highest bidder for cash. Certain recreational and hunting ground located south of the 61 acres of crop ground described above will also be rented by separate lease to the highest bidder. The Tenant for the crop ground will be required to allow access for ingress and egress to the recreation ground over the existing lane along the westerly portion of the crop ground.

3. Within seven days of the awarding of the lease to the highest bidder, a proposed cash lease will be submitted to the high bidder requiring one-half of the cash rent lease May 1, 2010, and the balance of the cash rent lease due and payable on or before December 1, 2010. A copy of the proposed lease may be obtained in advance of submission of bids from the Wood River City Clerk.

4. Tenant will be responsible for maintaining weed control upon the property and will be prohibited from subletting the premises or any portion thereof without the express written permission from the City. Tenant will further be prohibited from allowing any persons on the premises for recreational or hunting uses.

_____

Marla Knecht, Wood River City Clerk

CASH RENT LEASE – CROP GROUND

THIS Lease Agreement is made and entered into this _____ day of _____, 2010, between THE CITY OF WOOD RIVER, NEBRASKA, A Municipal Corporation, hereinafter referred to as "Landlord" and _____, of Hall County, Nebraska, hereinafter referred to as "Tenant" as follows:

1. Landlord does hereby lease unto the Tenant the following described property, situated in Hall County, Nebraska:

Part of Lot Two (2), and Lot One (1), as more particularly described in attached Exhibit "A", located in Section Eighteen (18), Township Nine (9) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska.

2. The consideration of the leasing of the above described premises is cash rent of _____ Dollars ($_____). The lease payments shall be due and payable in the sum of _____ Dollars ($_____), representing one-half (1/2) of the total lease payment on May 1 of each year of the Lease, and the remaining one-half (1/2) of the sum of _____ Dollars ($_____) due on or before December 1 of each calendar year. It is the intent of the parties that the term of this lease shall be for three (3) years commencing the 1st day of March, 2010, and expiring the 28th day of February, 2013.

3. Tenant agrees that he will carefully protect all improvements, maintain all fences and wells upon the premises in as good a condition and repair as the same may be at the commencement of this lease, or as later improved, normal wear and depreciation from the causes beyond the Tenant's control excepted.

Major repairs to the premises shall be the responsibility of the Landlord except for damages caused by the negligence or carelessness of the Tenant. Tenant agrees to operate the property in a good and husband like manner and agrees not to commit waste on or damage to the property and agrees to permit the Landlord or its agent to enter upon the premises at any time for repairs, improvements or inspection. Landlord retains the right of ingress and egress across the above described premises for use of the lane along the westerly portion of the above described premises to gain access to recreational ground and hunting ground located south of the above described crop ground along the north bank of the north channel of the Platte River on Lots 1 and 2, Section 18, Township 9 North, Range 11, West of the 6th P.M., Hall County, Nebraska. Tenant further agrees to yield possession of the premises to the Landlord at the expiration of this lease without further notice. Tenant shall further maintain the premises free from weeds and destroy all noxious weeds including musk thistles on the premises at Tenant's expense.

4. The irrigation well, casing and gearhead shall be serviced and maintained by the Tenant. Any major repair or expense to the well, casing or gearhead exceeding Five Hundred Dollars ($500.00) shall be paid by the Landlord.

5. Without the expressed written permission of the Landlord, Tenant shall not sublet or lease any portion of the above described premises, nor will Tenant allow any persons access upon the leased premises for hunting, fishing or any other purposes not specifically authorized herein.

6. In the event that Tenant shall fail to make payment of the rent on or before the day the same is due, the Landlord shall be entitled to immediately declare a forfeiture for nonpayment of rent without having made demand for payment or given notice of default to the Tenant; Landlord shall further be entitled to immediate possession of the premises in the event of default and shall recover possession of the crops, if any, growing upon the premises. Tenant shall further be responsible for payment of any attorney's fees incurred by the Landlord in the event of Tenant's default for nonpayment of rent.

7. Tenant agrees to comply with all state and federal regulations regarding application use, storage and application of chemicals upon the above described premises and agrees to hold Landlord harmless from any claim arising by virtue of improper use or application of any chemicals on the premises.

8. This Agreement will be binding upon the parties hereto, their successors, personal representatives and heirs.

CITY OF WOOD RIVER, A Municipal
Corporation, "LANDLORD",

_____

By: Its Mayor

_____

"TENANT"

DESCRIPTION OF LEASED PREMISES

The premises are being leased herein are more specifically described as forty-four (44) acres of irrigated crop land and seventeen (17) acres of dry land alfalfa, located upon Lots One (1) and Two (2) of Section Eighteen (18), Township Nine (9), North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska.

Exhibit "A"

PO BOX 5233
GRAND ISLAND, NE 68802

Invoice No: 020115

Invoice Date: 08/20/09

Sold Ed Brown
To: 1104 Harrison Street
Wood River, Nebr. 68883

Purchase Order:
Terms: No terms

WORK ORDER # 20533

QTY	DESCRIPTION	PRICE	AMOUNT
	Check power, re-make connections and replace breaker		
1	FPE120 breaker	8.57	8.57 → House panel
1	Tape	1.29	1.29
1	5.5% Sales tax	0.54	0.54 → JBox on house
2.5	Hours labor	58.00	145.00

PAID 8-25-09
CHK # 5410

Bill > Electrician (8-19-09)
Breaker Broke when removed
was arcing - Hot. in house.
Split bolts in JBox Loose behind house

City later on a problem came up again
(Doug/Brad) use found the service wire broken
under the insulation. (9-22-09)

Aug 6/09 Great ~~out~~service Check pole connections + tighten
Meter lugs, Voltage OK

Aug 19/09 Affordable Electric; showed City the house problems
they were fixing

Sept 22/09 Ed Brown came in with power problem and
had cut the seal. City went up and cut all
connection + found wire bad under insulation
on top of pole @ meter.

Subtotal	155.40
Invoice Total	155.40
Please Pay====>	155.40

A FINANCE CHARGE IS COMPUTED AT A RATE
OF 1.33% PER MONTH ON BALANCES NOT PAID
WITHIN 30 DAYS

12-18-09 Doug had conversation w/ Bill @
Affordable Elect.

To Whom it May Concern:

Hollywood's LLC, D/B/A Wood River C-Store would like to hereby request permission from the City of Wood River for a SDL Liquor License. This license is for the Hartmann/Wissing wedding located at Babels Barn in Wood River, Nebraska 68883 from approximately noon on February 20th until 1am on February 21st. Thank You in advance for your cooperation in this matter.

Tyson Juhl
Owner, Wood River C-Store
308-583-2800