

RESOLUTION NO: \_\_/\_\_/\_\_

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF LYMAN, NEBRASKA TO APPROVE, RATIFY AND ACCEPT THE INTERLOCAL AGREEMENT BETWEEN THE LYMAN-KIOWA RURAL FIRE DISTRICT AND THE VILLAGE OF LYMAN, NEBRASKA; AND TO PROVIDE FOR THE EXECUTION THEREOF.**

**WHEREAS**, the Village of Lyman, Scotts Bluff County, Nebraska and the Lyman-Kiowa Rural Fire District are contemplating merging their Fire Protection; and

**WHEREAS**, in furtherance of said merger, the Village of Lyman, Nebraska determines it to be in the best interests of the citizens of the Village of Lyman, Nebraska to approve the Interlocal Agreement with the Lyman-Kiowa Rural Fire District.

**NOW, THEREFORE, BE IT RESOLVED** by the Village of Lyman, Nebraska:

**Section 1.** The Village of Lyman, Nebraska hereby approves the Interlocal Agreement with the Lyman-Kiowa Rural Fire District.

**Section 2.** The Village Chairperson is hereby authorized to execute said Interlocal Agreement on behalf of the Village of Lyman, Nebraska, and to further execute all documents to carry out the intent of the Interlocal Agreement.

Introduced and passed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Brening, Chairman,  
Village of Lyman Board of Trustees

ATTEST:

\_\_\_\_\_  
Village Clerk

**INTERLOCAL AGREEMENT  
VILLAGE OF LYMAN, NEBRASKA AND LYMAN-KIOWA RURAL  
FIRE DISTRICT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the **Village Lyman, Scotts Bluff County, Nebraska, a municipality of the State of Nebraska**, hereinafter referred to as "Village", and the **Lyman-Kiowa Rural Fire District, a political subdivision of the State of Nebraska**, hereinafter referred to as "District".

**WHEREAS**, the parties are political subdivisions formed under the laws of the State of Nebraska;

**WHEREAS**, Village and District believe it is in the best interests of both to have the territory within the incorporated area of Village included within the territory of District;

**WHEREAS**, the Scotts Bluff County Board of Commissioners approved the actions of the parties to have the territory within the incorporated area of Village included within the territory of District; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §13-801, *et seq.*, the parties desire to allow both parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage, and thereby, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and the development of local communities,

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES**, pursuant to NEB. REV. STAT. §13-807, as follows:

1. **VILLAGE FIRE STATION AND PROPERTY.** Village owns three parcels of real property that comprise a Fire Station in Village which shall become the property of District upon the execution of this Agreement. Such Fire Station is located on Village property commonly identified as 305 Jeffers Avenue, 307 Jeffers Avenue, and 309 Jeffers Avenue, Lyman, Nebraska with legal descriptions as follows:

West 90' of Lots 11,12,13 Block 20, First Addition to the Village of Lyman, Scotts Bluff County Nebraska, and;

Lot 14, Block 20, First Addition to the Village of Lyman, Scotts Bluff County Nebraska, and;

Lots 15-18, Block 20, First Addition to the Village of Lyman, Scotts Bluff County Nebraska

Upon execution of this Agreement, Village shall provide to District a Warranty Deed transferring the above-identified real property, and shall further relinquish its ownership interest in any co-owned apparatus and equipment to the District. In exchange District shall provide permanent fire, ambulance, rescue, and EMS services to the Village and its residents. District further agrees to maintain that portion of the property located at 309 Jeffers Avenue as a community designated tornado and storm shelter so long as the shelter area complies with state standards.

i. **FIRST RIGHT OF REFUSAL.** If the District seeks to sell the real property identified in Paragraph 1, the Village shall have a first right of refusal upon consideration of the terms contained herein: In the event that the District receives an offer for the sale of the Property which the District is prepared to accept, then the District shall forthwith send to the Village notice in writing of its desire or intention to sell the real property accompanied by a copy of the Offer.

ii. Upon receipt of notice in accordance with paragraph i, the Village shall have thirty (30) days from the date of receipt within which to give the District notice ("Intent to Buy") that it desires and agrees to so purchase the property on the same terms and conditions as are contained in the Offer, provided that:

a. If the Village shall not have given an Intent to Buy within the time provided, then the Village shall be deemed for all purposes to have refused to purchase the real property; and

b. In the event that the Village elects not to purchase or is deemed to have refused to purchase the real property, then the District may accept the Offer and proceed to sell the real property, but only at the price and on and in accordance with the terms and conditions contained in the Offer provided that, if the transaction contemplated by the Offer is not completed within a period of thirty (30) days after the expiration of the last day upon which the Village has the right to give an Intent to Buy, then the District shall not thereafter sell the real property unless and until it again complies with the provisions of this Agreement.

iii. Any transaction between the District and the Village effected pursuant to the provisions of this Agreement shall be completed not later than thirty (30) days after which the Village has become obligated to purchase the real property

2. **UTILITY/MAINTENANCE/INSURANCE/UPKEEP.** District shall be responsible for all utilities, maintenance, insurance, and upkeep for the above-described properties and firefighting/ambulance apparatus, firefighting/ambulance equipment/appliances upon the execution of the Warranty Deed and passage of the resolution contemplated herein by the Village of Lyman.

3. **HYDRANTS/INFRASTRUCTURE.** Village shall be responsible for the

maintenance, upkeep, repair, modifications, and annual testing of the Village fire hydrants and system. Village agrees to provide KIOWA annual proof of testing.

4. **FIREFIGHTING APPARATUS AND FIREFIGHTING/AMBULANCE EQUIPMENT/APPLIANCES OF VILLAGE.** For purposes of this Agreement, "firefighting/ambulance apparatus" shall mean all fire trucks, including pumpers, grass rigs and tankers, ambulances and equipment attached thereto or presently being stored thereon. For purposes of this Agreement, all references to "firefighting/ambulance equipment/appliances" shall mean all other firefighting/ambulance equipment and appliances, including but not limited to bunker gear, self-contained breathing apparatus, helmets, hose, nozzles, pagers, radios, cots, medical equipment, etc. All firefighting/ambulance apparatus and all firefighting/ambulance equipment/appliances owned by Village or its Volunteer Fire Department shall be transferred and conveyed to District. Village shall take all action necessary, as reasonably requested by District, to transfer ownership of the firefighting/ambulance apparatus and firefighting/ambulance equipment/appliances to District. Once conveyed to District, the firefighting/ambulance apparatus and firefighting/ambulance equipment/appliances shall be maintained by District and replaced as deemed appropriate and necessary by District. A copy of Village insured firefighting/emergency apparatus is attached hereto as "Exhibit A" and incorporated herein. Further, Village will retain the state operating license for the ambulance until such time Kiowa has been approved by the State, but by no later than December 2026.

5. **VILLAGE FIRE DEPARTMENT BANK ACCOUNT(S).** Village shall transfer to District the Village of Lyman Ambulance fund account.

6. **VOLUNTEER FIREFIGHTERS OF VILLAGE.** Current Village Volunteer Fire Department members may submit applications, if required by the District, for membership to the District's Volunteer Fire Department, which applications shall be voted upon by the current membership of the District's Volunteer Fire Department. Once accepted on the roster of the District's Volunteer Fire Department, such volunteer firefighters shall have the same privileges, obligations, and benefits of the District's Volunteer Fire Department members. The parties hereby acknowledge that the Village is providing life insurance and other benefits for current Village Volunteer Fire Department members through the current policy period, and shall not be responsible for continued life insurance after such time. No such member of the District shall be considered to be an employee of the Village of Lyman for Worker's Compensation purposes upon passage and signing of a resolution approving this agreement by the Village of Lyman.

7. **PRIOR AGREEMENTS.** This Agreement hereby supersedes and makes void any and all prior agreements, supplements, or other agreements between the parties, both verbal and written. Further, the Village of Lyman Volunteer Fire Department and the Village of Lyman further assign any interest or right it may be entitled to as a result of any existing mutual aid agreement with outside agencies to the Lyman-Kiowa Rural Fire District.

8. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified or amended by the parties only upon their written agreement.

9. **BINDING AGREEMENT.** This Agreement shall be binding upon the successors or assigns of the parties.

10. **INDEMNIFICATION/HOLD HARMLESS.** Following the performance of the terms set forth in this Agreement, the District shall hold the Village harmless from liability for same. The District shall fully defend, indemnify and hold harmless the Village, its employees, and elected officials from any and all claims, demands, lawsuits, causes of action, loss, liability, injury and/or damage of any kind whatsoever including without limitation all claims for property damage, monetary loss, personal injury, equitable relief, and/or wrongful death.

11. **EFFECTIVE DATE.** This Agreement shall be in full force and effect upon the execution of all requirements contained herein this Agreement. Such requirements shall be executed by the Village no later than December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lyman-Kiowa Rural Fire District

BY: \_\_\_\_\_  
Lyman-Kiowa Rural Fire Chairman

Attest

\_\_\_\_\_  
Lyman-Kiowa Rural Fire Secretary

Village of Lyman

BY: \_\_\_\_\_  
Chairman, Village Board of Trustees

Attest:

\_\_\_\_\_  
Village Clerk