



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G14

**#2008-26 - Approving Lease Agreement with Hall County School
District 2 for Police Department Substation**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: January 22, 2008

Subject: Police Department Substation

Item #'s: G-14

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has maintained a substation in the Plum Creek Station. We are no longer leasing space at the Station. The Department wishes to enter into a contract with the Grand Island Public Schools for space for a substation in the warehouse portion of the School Administration Building at 123 S. Webb Road.

Discussion

The Police Department leased office space in the Plum Creek Station for several years. The office space was used as an off site for officers to process reports and conduct investigations. In addition, the space was used as the office of one investigator due to there being no room in the Public Safety Center. The Police Department ended the lease at Plum Creek Station this year. The station is too close to the Police Department to serve as an effective off site station. The station is less than a mile from the old Police Department site and the new site. Officers working in the west side of the City were required to travel back to the Police Department or to Plum Street Station to do report processing. There is now adequate room in the new Law Enforcement Center for the investigator work station.

The Police Department has been seeking a site in the western part of the City for a substation for officers to process reports and conduct investigations. Such a site can reduce the amount of time an officer needs to travel and increase efficiency. The Grand Island Public Schools has agreed to lease an office in the warehouse portion of the School Administration Building at 123 S. Webb Road to the Police Department for one dollar per year for use as an off site substation.

This site meets the requirements the Police Department is looking for in a new substation. It is further west and located in a busy area of the City. There is excellent ingress and

egress to the site on Highway 30, Old Potash, or Webb Roads. The office space and restrooms are adequate for our needs. We recommend acceptance of the lease contract.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the lease agreement to lease office space at 123 S. Webb Road from the Hall County School District 2, Grand Island Public Schools for a Police Department substation.

Sample Motion

Move to approve the contract for the lease of office space at 123 S. Webb Road from Hall County School District 2 for a Police Department substation.

LEASE AGREEMENT

THIS LEASE, dated January 10, 2008, is made by and between Hall County School District 2, hereinafter referred to as "Landlord" and the City of Grand Island Police Department, hereinafter referred to as "Tenant".

1. **Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions set forth herein that part of the office space in Landlord's building located at 123 S. Webb Road, Grand Island, NE 68803, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "the Premises".

2. **Term, Effective Date, Renewal, Termination**. The term of this Lease shall be one year from the effective date. The effective date of this Lease shall be February 1, 2008. Landlord shall deliver possession of the Premises to Tenant on the effective date. This Lease shall automatically renew without further notice from Landlord. The Landlord or Tenant may terminate this Lease, without cause, with a (60) day written notice.

3. **Rental**. Tenant shall pay to Landlord, as rental for the Premises during the term of this Lease, the sum of One Dollar (\$1.00) annually. All rents shall be payable to the Landlord at its business office, Attention Director of Business, 123 S. Webb Road, P.O. Box 4904, Grand Island, NE 68802.

4. **Use of Premises**. The Premises may be occupied and used by Tenant for the purpose of office space. Tenants shall not keep or have character that might increase the danger of fire on the Premises, nor may Tenant do anything on the Premises that will increase the rate of fire insurance on the building and improvements constituting a part of the Premises. Tenant shall not violate any zoning law or any law, rule or regulation of the Nebraska Department of Health or any other governmental body having jurisdiction over the use of the premises. Tenant shall take good care of the Premises and shall maintain the Premises in a clean and orderly condition, free of debris, rubbish, trash and other objectionable matter.

5. **Condition of the Premises**. Landlord hereby represents and warrants that the Premises, including all equipment and improvements situated thereon, are structurally sound, are in compliance with applicable laws and regulations, and are generally suitable for the uses and purposes permitted by this Lease.

Tenants shall indemnify and hold landlord harmless from any loss, damage, claim, fine, penalty, or expense, including reasonable attorney fees, suffered or incurred by Landlord as a result of any activity of the Tenant on the Premises which results in liability to Landlord under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, or any other federal, state or local law, ordinance or regulation for the protection of persons or the environment regarding any activity of Tenant occurring with respect to the Premises after the Effective Date.

6. **Signs and Tenant Improvements**. Tenant may, with Landlord's consent, erect such signs over a freight door at the Premises as is reasonably necessary to apprise the public of Tenant's business. Tenant shall remove such signs at the expiration of the term of this Lease. Upon termination of this Lease Tenant shall, if requested by Landlord, remove any improvements, machinery, equipment, and structures placed on the Premises by Tenant after the Effective Date hereof, and Tenant shall repair any damage caused to the Premises by such removal. Any such improvements not required to be removed by Tenant, shall within sixty (60) days following the termination of this Lease become the property of landlord and shall not be removable by Tenant.

Tenant shall:

- A. Tenant will have separate locks for this designated area with the Landlord having access for maintenance and emergency use only.

- B. Tenant, shall within (60) days following the termination of this Lease remove all machinery, equipment, and personal property or forfeit said machinery, equipment, and personal property to the Landlord.

7. **Maintenance and Repairs.** Tenant shall pay all expense for repair of improvements installed by Tenant. Landlord shall maintain and repair, at its sole expense, the roof and all structural components of the building, and in addition, shall make all repairs to the surfaces and outside areas of the Premises, unless due to excessive wear and tear caused by Tenant.

8. **Insurance.**

8.1 **Insurance on the Premises.** Landlord agrees that it will keep the leased improvements and structures on the Premises insured against loss or damage by fire and extended coverages. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the state of Nebraska and shall contain the standard waiver of subrogation. As to any insurable risks of loss or damage to the Premises not required to be insured hereunder, Landlord shall bear the cost of the same. Landlord shall be deemed to be self-insurer as to the deductible or any co-insurance applicable to such insurance coverage, and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

8.2 **Tenant's Insurance.** Tenant agrees to maintain, at its own expense, property insurance on a form commonly known as the "special coverages" form, which includes malicious mischief and vandalism insurance on Tenant's property located at the premises, including inventory, which insurance policy shall contain the standard waiver of subrogation clause, and Tenant will, upon request by Landlord, provide Landlord with a certificate of insurance properly executed by its insurance company evidencing such coverage.

8.3 **Waiver of Subrogation.** The parties hereby release each other, and their respective officers, employees, and agents, from all claims for damage to the Premises and to the fixtures, personal property, equipment, and improvements of either Landlord or Tenant, in or on the Premises, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees, or agents. However, such waiver shall not be enforced in the event and to the extent that the same is contrary to Nebraska law or prohibited by the applicable policy or policies.

9. **Indemnity.**

9.1 **Insurance Requirements.** For purposes of this Section, The parties agree during the term hereof to maintain adequate public liability and other insurance, with reputable insurance companies as hereinafter set forth, and, upon request, to furnish each other with certificates of insurance properly executed by their respective insurance companies evidencing such fact, and requiring their respective insurers to give at least thirty (30) days notice to the other party in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by both parties shall be as follows:

A. Comprehensive General Liability Insurance, including contractual liability coverage as respects this Lease, against claims for bodily injury, including death, and property damage occurring in or about the Premises, affording as a minimum single limit protection of TWO MILLION DOLLARS (\$2,000,000) with respect to bodily injury or death and property damage occurring or resulting from one occurrence; and

B. Worker's Compensation in accordance with the statutory requirements of the state in which the Premises are located, and employer's liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000), each party providing coverage for its own employees.

9.2 Indemnity by Tenant. Tenant agrees to indemnify and hold harmless Landlord, its Board of Education, officers, agents, and employees from and against all third party claims of whatever nature from any act or omission arising from negligence of Tenant, of Tenant's agents, officers, or employees, or arising from any accident, injury, or damage whatsoever caused to any such third party, or to the property of any third party, occurring during the terms of this Lease in or about the Premises, or arising from any accident, injury, or damage occurring outside the Premises where resulted from an act or omission on the part of Tenant or its agents, officers, or employees.

9.3 Indemnity by Landlord. Landlord agrees to indemnify and hold harmless Tenant from and against all third-party claims arising from any act or omission caused by negligence of Landlord, its Board of Education, officers, agents, or employees, arising from any accident, injury, or damage whatsoever caused to any such third party, or to the property of any third party, occurring during the term of this Lease in or about the Premises resulting from negligence on the part of the Landlord, its Board of Education, officers, agents or employees.

9.4 Cost and Expenses. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney fees.

10. Surrender. On the last day of the term hereof, or upon any sooner termination as provided herein, Tenant shall surrender the Premises to landlord in substantially the same condition as when received, ordinary wear and tear, natural deterioration beyond the control of Tenant, and damage by fire, or other casualty or act of God excepted, and except for those conditions for which Landlord had the obligation of maintenance and repairs.

11. Eminent Domain. If all or part of the Premises is condemned for any public use or purpose by any legally-constituted authority, then Landlord or Tenant may elect to: (1) terminate this Lease effective as of the time of taking by such authority, and rental shall be accounted for between Landlord and Tenant may elect to: (1) Terminate this Lease effective as of the time of taking by such authority, and rental shall be accounted for between Landlord and Tenant as of such date; or (2) continue this Lease with regard to the portion of the Premises not taken, in which event the rental shall be equitably reduced in proportion to the area so taken and its effect on Tenant's use, and Landlord shall restore the remaining portion of the Premises at its own expense to the extent necessary to render the Premises suitable for the purposes for which they were leased, and make all repairs to the extent reasonably necessary to constitute the building and improvements a complete architectural and functional unit, and to restore the Premises as nearly as possible to their prior condition.

12. Casualty to Premises. If the improvements or the Premises shall be damaged or destroyed by fire or other casualty so that the Premises shall be untenable or unsuitable for the conduct of Tenant's business, this Lease shall terminate as of the occurrence of such damage or destruction, and all rents and other charges shall be adjusted and prorated.

13. Taxes. Landlord shall pay before delinquent all property taxes and as valorem taxes that are levied against the Premises and/or Landlord's personal property installed or located in or about the Premises which are assessed or payable during the primary or any renewable term of this lease. Landlord shall not be liable for any taxes on Tenant's personal or other property located on or at the Premises.

14. Utilities. Any utility charges are calculated into the annual rental cost.

15. Quiet Enjoyment and Access to Premises. As long as Tenant is not in default under any of the terms and conditions of this Lease, Tenant shall peaceably hold and quietly enjoy the Premises, and shall have the right of ingress and egress to and from the Premises. Landlord shall have such right of access to the Premises as is reasonably necessary to inspect or repair the

Premises from time to time at such times as are reasonable; PROVIDED, HOWEVER, Landlord shall not unreasonably interfere with or disrupt Tenant's business operations in so doing.

16. Remedies.

A. Default by Landlord. In the event that Landlord shall fail or neglect to keep and perform any of the covenants or agreements in this Lease on the part of Landlord to be kept and performed, Tenant shall forward written notice of such default by US Certified Mail, addressed to Landlord as hereinafter set forth, and Landlord agrees that if it be in default as set forth in such notice, it will cure such default within thirty (30) days after the date of receiving such notice (or in the event such default is of such a character as to require more than thirty (30) days to cure, Landlord shall commence to cure such default within thirty (30) days and proceed with such cure with reasonable diligence). In the event Landlord shall fail to cure such default as herein set forth, Tenant may at its election, in addition to all other remedies now or hereafter afforded or provided by law, terminate this Lease.

B. Default by Tenant. In the event Tenant shall default in any of the terms and provisions of this Lease other than payment of rent, Landlord shall forward written notice of such default by US Certified Mail, addressed to Tenant as hereinafter set forth, and Tenant agrees that if it be in default as set forth in such notice, it will cure such default within thirty (30) days after the date of receiving such notice (or in the event such default is of such a character as to require more than thirty (30) days to cure, Tenant shall commence to cure such default within thirty (30) days and proceed with such cure with reasonable diligence). In the event Tenant shall fail to cure such default as herein set forth, Landlord may cure such default, and the cost and expense thereof shall be deemed to be additional rent to be paid by Tenant on the next day when fixed monthly rental shall become due and payable, together with interest thereon at the legal rate from and after the date of such expenditure by Landlord. If, however, after due notice to Tenant of an opportunity to cure a default, Tenant should refuse to cure the same, Landlord may, at its option, terminate this Lease.

In the event Tenant shall, except as provided herein, default in the payment of rent when due, Landlord may forward written notice of such default by US Certified Mail, addressed to Tenant as provided herein, and failure on the part of Tenant to cure such default within five days after the date of receiving said notice shall, at the option of Landlord, be cause of termination of this Lease.

17. Notices. All notices under this Lease must be in writing and either hand-delivered or sent by US Certified Mail, postage prepaid, or Express Mail or other overnight service providing a receipt for delivery, addressed as follows:

LANDLORD: Hall County School District 2
Attn.: Director of Business
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

TENANT: City of Grand Island
Police Department
P.O. Box
Grand Island, NE 68803

18. Shared Use. Tenant acknowledges that a portion of the warehouse building adjacent to the Premises shall be occupied by Landlord and other Tenants (hereinafter referred to as the "Other Tenants"). At the commencement of the Lease and at all times thereafter, when reasonably requested by Landlord, Tenant shall provide to Landlord a statement acknowledging that Tenant is fully aware and knowledgeable that Landlord and Other Tenants may use the

warehouse building as a facility to store and handle various goods and products and engage in activities related thereto; and that the storage, handling and sale of these products is regulated by Federal, State and local environmental laws and, further, that this products can generate odors, fumes, vapors, dust and other known and unknown effects. Tenants shall indemnify, defend and hold Landlord, its Board of Education, officers, employees, invitees and agents claiming any expense, loss, damage or other injury ("Claim") by Tenant and any party claiming by or through Tenant including, without limit, any claim by any of Tenant's employees, invitees or other person coming on or to the property for the purposes associated with Tenant's business, which Claim alleges injury as a result of the use of the property by Tenant or any successor or assign in the manner described herein.

19. Additional Provisions.

A. One or more waivers by either party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. The consent or approval given by either party with respect to the act of another party requiring such consent or approval shall not be deemed to be a waiver of, or to render unnecessary, further consent to or approval or any subsequent similar act by a party.

B. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the state of the location of the Premises shall govern the interpretation, validity, performance and enforcement of this Lease.

C. This Lease contains all of the agreements and conditions made between Landlord and Tenant with regard to the Premises, and may not be modified orally or in any other manner than by an agreement in writing signed by the parties or their respective successors in interest.

D. The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

E. Time is of the essence of this Lease and of all provisions contained herein.

F. Tenants may, at its option and expense, install additional lighting fixtures in the demise Premises. Tenants shall, at Tenant's expense, maintain all lighting fixtures in the Premises. Upon termination of this lease, all lighting fixtures installed by Tenants shall become the property of Landlord.

G. Tenants shall maintain the restrooms in a clean and good working condition at all times during the term of this Lease.

H. Tenant may, at its sole cost and expense, place a "knock down" office within the Premises, so long as the same meets all building and applicable codes for occupancy for such use. Upon termination of the lease, such "knock down" office shall be removed by Tenant as Tenant's property.

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

LANDLORD:
Hall County School District 2

TENANT:
City of Grand Island – Police Department

By 
Its Board President

By: _____
Its Mayor

RESOLUTION 2008-26

WHEREAS, the Police Department is in need of a substation located in the west side of the City to increase efficiency by reducing officer travel time to prepare reports and conduct investigations; and

WHEREAS, space is available at 123 South Webb Road, in the warehouse portion of the School Administration Building for a satellite office for the Grand Island Police Department; and

WHEREAS, a lease is necessary setting out the terms and conditions for utilizing such office space for a period of one year; and

WHEREAS, the proposed lease has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease by and between the Grand Island Police Department and the Hall County School District No. 2 for the use of the School Administration Building as a satellite police station is hereby approved; and the Mayor is hereby authorized and directed to execute such lease on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ January 17, 2008 ? City Attorney
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