

RESOLUTION NO. 22-105

*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*, Parker Hannifin has requested to continue to lease Building #3006 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 an annual basis with Parker Hannifin in the amount of Four Hundred Eighty-six Dollars and 50/100ths (\$486.50) 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 #3006.

PASSED AND APPROVED this 20<sup>th</sup> day of December, 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 December 1, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Parker Hannifin (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 # 3006 Located upon airport property consisting of entire building;  
9,216 square feet AND concrete pad (75' x 280') 21,000 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 December 1, 2022, through November 30, 2023 (hereinafter the "Term"). At the end of the Term, the Lease shall automatically continue on a year-to-year 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 \$486.50 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 year-to-year 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 year, prorated amongst the Rent payable for each month of the subsequent term. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per year. 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 5.B of this Lease so long as the Owner's rights and obligations under Part 5.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) Commercial general liability in the amount of one million per occurrence (\$1,000,000.00), two million in the aggregate (\$2,000,000), and at least 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.

## **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 its 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 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. This Lease shall automatically renew on a year-to-year basis unless either party provides written notice of its intent to terminate this Lease at least thirty (30) days before the beginning (November 1) of new year. In the event of such written notice, the Tenant shall have no right to continue the tenancy on a year-to-year 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 if the Tenant remains on the Premises after the effective date of termination.

B. 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.

C. In addition, either party (as applicable) shall have the right to terminate this Lease upon any of the following:

i. Tenant's failure to pay Rent within 10 days' of written notice by the Owner of non-payment;

ii. Tenant's insolvency, the filing of any bankruptcy proceedings by or against the Tenant, the appointment of a receiver to take possession of any property of the Tenant, any assignment for the benefit of the Tenant's creditors, or the levying of execution upon the assets of the Tenant located on the Premises which is not discharged within 30 days after the levy;

iii. Either party's failure to perform any term, obligation, or condition of this Lease within thirty (30) days of written notice by the non-defaulting party.

iv. The Tenant's failure to perform any term, obligation, or condition of any other lease or agreement with the Owner within thirty (30) days of written notice by the Owner.

**14. 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

By: Chris Nelson 12/7/2022  
Chris Nelson, Plant Manager  
Parker Hannifin  
2490 CR 58  
308-762-3255

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 \_\_\_\_\_, President of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acadia International Insurance DAC Metropolitan Building, 3rd Floor James Joyce Street Dublin 1, Ireland	<b>CONTACT NAME:</b> Simon Huttley <b>PHONE (A/C, No, Ext):</b> (866) 283-7122 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (800) 363-0105
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Parker Hannifin Corporation 6035 Parkland Blvd. Cleveland, OH 44124-4141	<b>INSURER A:</b> Acadia International Ins Ltd. <span style="float: right;">NAIC # 0067AL</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 969934 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AGL00122	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 This insurance does not apply to liability arising out of aircraft products and grounding. The Named Insured includes Parker Hannifin Corporation & its subsidiaries, including but not limited to Baldwin Filters, Inc., and Total Filtration Services, Inc. Coverage applies to subsidiaries to the extent of the policy terms and conditions.

**CERTIFICATE HOLDER** **CANCELLATION** 22-23 GL (2M) & Excess (25) 969934

Parker Hannifin Corporation 6035 Parkland Blvd. Cleveland, OH 44124 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

