



# **City of Grand Island**

**Tuesday, March 13, 2007**

**Council Session**

## **Item G14**

**#2007-61 - Approving Lease Agreement with Hall County  
Historical Society**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** March 13, 2007  
**Subject:** Plum Creek Substation Rental Agreement  
**Item #'s:** G-14  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department has rented office space at the Plum Creek Railroad Station from the Hall County Historical Society under a multiple year contract. We are recommending a one year extension of the contract.

## **Discussion**

The Police Department maintains an office at the Plum Creek Railroad Station. The City has had a multiple year contract with the Hall County Historical Society for the rent of the office space. An investigator is assigned to work from this office when the Department is adequately staffed. The Department wants to continue the rent of the office at the Plum Creek Station for the 2007 calendar year at a monthly cost of \$565.00 that can be paid to the Historical Society on a quarterly basis. We are requesting a one year contract to continue the agreement.

## **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 one year contract with the Hall County Historical Society for rent of the Police Department office at the Plum Creek Station..

## **Sample Motion**

Motion to approve the one year contract with the Hall County Historical Society for rent of the Police Department office at the Plum Creek Station at a monthly cost of \$565.00 per month payable on a quarterly basis.

## LEASE AGREEMENT

This Lease Agreement made between the HALL COUNTY HISTORICAL SOCIETY, hereinafter called the "Lessor" and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter called the "Lessee".

WITNESSETH:

### I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee a portion of the property formerly known as the Burlington Railroad Depot, now known as the Plum Street Station, located in the 600 Block of North Plum Street, Grand Island, Hall County, Nebraska, for use by the Grand Island Police Department as a substation.

To have and to hold said premises unto Lessee for a term of one (1) year beginning January 1, 2007. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party thirty (30) days written notice to terminate the lease without any cause, at any time during the lease period.

Lessee shall pay as rent therefore the sum of Five Hundred Sixty-Five Dollars and Sixty Cents (\$565.60) per month, with the option to pay on a quarterly basis.

### II.

The following is mutually agreed upon by and between the parties:

- a. The Lessor will promptly pay for all utility bills which may become payable during the continuance of this Lease Agreement for all utilities used on said premises.
- b. Outside maintenance, including snow removal, mowing, painting and repair shall be paid by the Lessor.
- c. Interior maintenance, including cleaning, shall be the responsibility of the Lessee to include damage to the interior caused by Lessee's use and/or anyone held in Lessee's custody.
- d. The Grand Island Police Department shall have the privilege of using the passenger portion of the Plum Street Station Depot property for special meetings and gatherings at no additional cost. Donations that may be offered for use of the premises shall be extended to the Lessor to help off-set expenses. Advance notice shall be given to the Lessor for such events in order to avoid scheduling conflicts.
- e. The Grand Island Police Department shall be provided a key to gain access to the basement of the freight depot for safety in the event of a storm.

- f. Because of the historical nature of the property, the Grand Island Police Department shall make no alterations to the interior of the Plum Street Station without first receiving approval of the Lessor.
- g. Lessor shall provide suitable insurance coverage for the building structure and its liability. Lessee shall provide coverage for its personal property and liability. There shall be a mutual waiver of subrogation.

### III.

At the expiration of said term, the Lessee shall peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.

### IV.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this Lease.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

HALL COUNTY HISTORICAL SOCIETY

By:   
Fred Roeser, President

STATE OF NEBRASKA           )  
  ) ss  
COUNTY OF HALL            )

On February 23, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Roeser, President of The Hall County Historical Society, known personally to me to be the identical person and such officer who signed the foregoing Lease Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the Hall County Historical Society.

WITNESS my hand and notarial seal the date above written.

  
Notary Public

GENERAL NOTARY STATE OF NEBRASKA  
JAMES D. BALLARD  
MY COMM. EXP. MAR. 17, 2008



RESOLUTION 2007-61

WHEREAS, on January 8, 2002, by Resolution 2002-11, the Grand Island Police Department and the Hall County Historical Society entered into a lease agreement for the use of the Burlington Depot as a satellite police station; and

WHEREAS, the current lease agreement expired on December 31, 2006; and

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

WHEREAS, as rental of the Burlington Depot, the Grand Island Police Department shall pay the Hall County Historical Society \$565.00 per month; 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 Historical Society for the use of the Burlington Depot 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 March 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form ? _____ March 8, 2007                      ? City Attorney
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