



City of Grand Island

Tuesday, June 22, 2010

Council Session

Item G7

**#2010-164 - Approving Lease Agreement with the Nebraska State
Fair Board Regarding Parking by Island Oasis**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: June 22, 2010

Subject: Approving Lease Agreement with State Fair for Parking on City Owned Property

Item #'s: G-7

Presenter(s): Steve Paustian, Parks & Recreation Director

Background

Grand Island was selected to host the Nebraska State Fair starting in the summer of 2010. As part of the requirements of hosting a successful State Fair, adequate parking is necessary.

Discussion

A lease agreement has been drawn up to allow for State Fair Parking on City owned land south of Island Oasis and south of Fire Station Number 1. A copy of the proposed lease is attached.

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 resolution authorizing the Mayor to sign the lease agreement with the State Fair.

Sample Motion

Move to approve the resolution authorizing the Mayor to sign a lease agreement with the NE State Fair to allow parking on City owned property during the State Fair.

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the ____ day of _____, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation (the "City"), as the "Lessor", and the **NEBRASKA STATE FAIR BOARD, f/k/a THE NEBRASKA STATE BOARD OF AGRICULTURE**, A Private Corporation established under the authority of Nebraska Revised Statutes §2-101 and an instrumentality serving the State of Nebraska and its citizens under the terms provided for in Nebraska Revised Statutes, Article I of Chapter 2, as the "Lessee". Lessor and Lessee each may be referred to herein as the "party" and jointly referred to herein as the "parties".

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 all that tract and parcel of land directly south of the Island Oasis property, further described in the drawing attached herein, located in the City of Grand Island, Hall County, Nebraska.

II.

To have and to hold said premises unto Lessee for a term of one (1) year, which can be renewed annually by agreement of the parties in writing. 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 ninety (90) days written notice to terminate the lease without any cause, at any time during the lease term. The property is to be used by Lessee for parking and shall be occupied only during the operating days of the Nebraska State Fair, with said dates to be provided by Lessee to the Lessor sixty (60) days prior to any occupancy.

III.

For the preparation of the area to be considered by the lease, the Lessee shall only be authorized to do dirt work in the area south of Island Oasis when there is no wind or wind that blows only from the northerly direction to protect the Lessor's interest in the Island Oasis Water Park. Furthermore, the Lessee shall provide and maintain wind screens on the south side of Island Oasis on the chain linked fence or other provisions approved by the Parks and Recreation Director for the City of Grand Island to maintain the Lessor's interest in the water clarity and operations of the Island Oasis Water Park. The Lessee shall take every effort to control any dirt from blowing into the Island Oasis facility at any time.

IV.

The Lessee further covenants that it shall remove all trash, debris, and refuse from the area that it occupies and keep it clean and free from all refuse throughout the term of the lease. The Lessee shall maintain and provide for trash receptacles and control during the time of the State Fair included in the dates that it provided above for its occupancy of the property.

V.

The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least Five Hundred Thousand Dollars (\$500,000) for one person or One Million Dollars (\$1,000,000) for any one accident involving injury to more than one person, and property damage of not less than Two Hundred Fifty Thousand (\$250,000) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

VI.

The Lessee shall pay rent in the sum of One Dollar (\$1.00) per year payable on the 1st day of August, 2010.

VII.

The Lessee will not allow for any liens or encumbrances to be placed upon the property or any improvements of the Lessor.

VIII.

The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City now, or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the property except such as Lessor shall in writing approve.

IX.

The Lessee shall not assign, sublet, or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.

X.

At the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises, in good repair in all respects, and provide for the appropriate grass/sod or ground cover to be restored to the satisfaction of the Lessor.

XI.

No consent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

XII.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to the employment because of his/her race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug-free environment at all times. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

XIII.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department for the City of Grand Island.

XIV.

The Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of the premises during the term of this lease and since the date of its occupancy of the premises which may have preceded the commencement of this Lease Agreement. Lessee agrees not to remove any soil from the Lessor's premises except as authorized in writing by the Lessor.

XV.

Before exercising any remedies for breach, default, or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties providing that the defaulting party commences to cure such default within said thirty (30) day period and proceeds diligently thereafter to effect such cure.

IN WITNESS WHEREOF, the parties hereto hereby agree to execute this Lease Agreement as of the day and year first written above.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation, Lessor

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Margaret Hornady, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

**NEBRASKA STATE FAIR BOARD, f/k/a THE
NEBRASKA STATE BOARD OF
AGRICULTURE, A Private Corporation**

By: _____

Its _____

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010,
by _____, _____ of the Nebraska State Fair Board.

Notary Public

R E S O L U T I O N 2010-164

WHEREAS, the City of Grand Island is the owner of approximately 12 acre tract of land located south of Island Oasis Water Park and south of Fire Station #1; and

WHEREAS, the Nebraska State Fair has relocated to Grand Island, Nebraska; and,

WHEREAS, parking is required to guests visiting the State Fair; and

WHEREAS, the Nebraska State Fair has asked to use the city owned property for parking during the State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City owned property located south of Island Oasis Water Park and Fire Station #1 be leased to the State Fair per the terms of the lease agreement.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

