



# City of Grand Island

Tuesday, August 23, 2011

Council Session

## Item G12

**#2011-222 - Approving Parking Lot Agreement with the Nebraska State Fair**

Staff Contact: Steve Paustian

# Council Agenda Memo

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** August 23, 2011

**Subject:** Approving Lease Agreement with State Fair for Parking on City owned property.

**Item #'s:** G-12

**Presenter(s):** Robert Sivic, City Attorney

## 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 developed to allow State Fair parking on City owned land south of Island Oasis and south of Fire Station Number one. 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 \_\_\_\_\_, 2011, 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 and City Fire Station #1 properties, excluding all the property surrounding the Nebraska Law Enforcement Memorial, 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 five (5) years, which can be renewed 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.

Lessee shall not perform any alterations or modifications to the property without the express written consent of the Lessor.

#### 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 1<sup>st</sup> 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.



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Mayor of Grand Island, 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



RESOLUTION 2011-222

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 for 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 excluding the Law Enforcement Memorial site 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, August 23, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney