

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
July 6, 2021**

Subject:	Type	Submitted By:
Approve Lease Agreement Between Fitch, Inc. and the City of Papillion	RESOLUTION NO. R21-0127	Amber Powers, City Administrator

SYNOPSIS

Resolution R21-0127 approves a Lease Agreement between Fitch, Inc. and the City of Papillion. The Agreement will be month to month for a maximum period of three (3) months, terminating fully on September 30, 2021.

Approval of Resolution R21-0127 will allow the previous property owner additional time to remove equipment and materials stored at 206 N. Adams. The City purchased two parcels from Fitch, Inc. on December 4, 2020. Payment will be pre-paid \$850.00 per month and will be prorated for refund if Fitch, Inc. vacates the premises in the middle of a prepaid month.

FISCAL IMPACT

Lessee will pay the City \$850.00 per month for a maximum of three months. A prorated refund will be paid to lessee if Fitch, Inc. vacates the premises mid-term.

RECOMMENDATION

Approval.

ATTACHMENTS

1. Resolution #R21-0127
2. Lease Agreement between Fitch, Inc. and the City of Papillion

RESOLUTION R21-0127

WHEREAS, the City of Papillion has purchased the property at 226 Adams Street from Fitch, Inc., and

WHEREAS, Fitch, Inc. requires additional time to remove equipment and property from the said premises; and

WHEREAS, the City is willing to lease the property to Fitch, Inc. for such purpose, pursuant to the attached Lease.

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the attached Lease Agreement between Fitch, Inc. and the City of Papillion is hereby approved; and the Mayor and City staff are authorized to execute such documents and take such actions as necessary to carry out the intent of the Lease Agreement.

PASSED AND APPROVED THIS 6th DAY OF JULY, 2021.

CITY OF PAPILLION,

(S E A L)

David P. Black, Mayor

ATTEST:

Nicole Brown, City Clerk

PUBLIC PROPERTY LEASE

THIS LEASE is entered into on the date below by and between the **CITY OF PAPIILLION, NEBRASKA**, a Municipal Corporation, "City", and Fitch, Inc., of 19413 Jessup Avenue, Pacific Junction, Iowa, 51561, "Lessee."

1. The City, in consideration of the rents, covenants and agreements hereinafter contained, to be paid, kept and performed by the Lessee, leases to the Lessee the following described Leased Premises in Papillion, Nebraska:

City property located at 226 North Adams Street, Papillion, Nebraska, leased for the sole purpose of Lessee's winding up of operations and removal of personal property there following Lessee's transfer of the Leased Premises to the City.

2. This lease shall be in effect on a month-to-month basis, or until the City shall declare it necessary that the City should have possession of the Leased Premises for public use or the making of public improvements; provided, that this lease shall terminate by September 30, 2021 at the latest. This lease is subject to all utilities on, under, over or adjacent to the Leased Premises, and whatever property interests that are owned by such utility. Lessee shall be liable for the cost of any damages to such utilities or the Leased Premises, in any way arising out of or resulting from Lessee's activity, use or operation on the Leased Premises.

3. Upon signature of this lease, Lessee shall immediately pay to the City \$850.00 for rent accrued from the date of said transfer until the end of the month of the date of said signature. Lessee shall pay continuing rent for the Leased Premises in the amount of \$850.00, by or before the first day of every month in advance for the ensuing month, until the date Lessee vacates the Leased Premises.

4. Lessee agrees that upon the failure to pay rent as herein provided, or upon termination of this Lease for any reason, Lessee will quietly and peaceably yield up possession of the Leased Premises to the City. Lessee shall pay all costs incurred in the maintenance and removal of Lessee's improvements and equipment on the Leased Premises.

5. Lessee shall regulate its use and occupancy of the Leased Premises so as to not be a hazard or danger to persons or property. Lessee shall at its own expense maintain and keep in good and reasonable repair all of Lessee's improvements, equipment, or structures within the Leased Premises.

6. The City, or any of its agents, shall have the right to enter upon the Leased Premises at any time and use the same in such manner as may be required for the purpose of making any inspections or improvements; and this lease and all rights and privileges granted herein are subject to this right, which is hereby expressly reserved.

6. The Lessee covenants and agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, their successors and assigns, individually or collectively from all liability for any fines, claims, suits, demands, damages, actions or causes of action of any kind and nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of the Lessee on the Leased Premises or in connection with its use of the Leased Premises, and the Lessee further agrees to pay all expenses in defending against any such claims made against the City. The Lessee and the City shall give prompt and timely notice to the other of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

7. This Lease shall be governed by all laws of the State of Nebraska and ordinances and rules of the City of Papillion. This lease shall be considered to have been assigned to and accepted by any person or entity exercising the rights and duties of the Lessee hereunder, as a successor in interest of the Lessee or otherwise. All the covenants and agreements herein contained shall be binding upon the respective heirs, executors, administrators, assignees, successors in interest, and sublessees of said Lessee.

8. Each party shall be solely responsible for and will indemnify, defend and hold harmless the other party, its agents, and employees, from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup, removal, or restoration associated with the indemnifying party's use of hazardous materials on or adjacent to the Leased Premises.

CITY OF PAPIILLION:

LESSEE, FITCH, INC.:

By _____



Mayor Date

Its Date 7-1-2021

ATTEST:

City Clerk Date