

RESOLUTION C-2014-12 **DUCKET**

INTRODUCED BY: FRIEND  
COMMITTEE: FINANCE

**A RESOLUTION APPROVING A LEASE WITH THE EVANSVILLE FIRE FIGHTERS'  
FEDERAL CREDIT UNION**

WHEREAS, there currently exists a lease with the Evansville Fire Fighters' Federal Credit Union for the use of a portion of Hose House No. 3 as a credit union for the City's fire fighters which is due to expire later this year; and,

WHEREAS, the credit union desires to enter into a new four (4) year lease replacing the current lease; and,

WHEREAS, City Council approval is required for leases longer than three (3) years;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville, Indiana, as follows:

SECTION 1. APPROVAL OF LEASE

The City Council of the City of Evansville hereby approves the lease with the Evansville, Fire Fighters' Federal Credit Union, attached hereto and incorporated therein, replacing the current lease.

SECTION 2. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage by the City Council and signing by the Mayor.

**PASSED BY THE COMMON COUNCIL OF THE CITY OF EVANSVILLE, INDIANA**

ON THE 19 DAY OF may, 2014, ON SAID DAY SIGNED BY THE

PRESIDENT OF THE COMMON COUNCIL AND ATTESTED BY THE CLERK.



JOHN FRIEND, COMMON COUNCIL

ATTEST: Anna Winderst

**FILED**

MAY 14 2014

*Anna Winderst*  
CITY CLERK

PRESENTED BY ME, THE UNDERSIGNED CITY CLERK OF THE CITY OF  
EVANSVILLE, INDIANA TO THE MAYOR OF SAID CITY, THIS 20 DAY  
OF May, 2014, AT 4 O'CLOCK P.M., FOR HIS CONSIDERATION AND  
ACTION THEREON.

Yolanda Widhorsa  
CITY CLERK OF THE CITY OF EVANSVILLE, INDIANA

HAVING EXAMINED THE FOREGOING RESOLUTION, I DO NOW, AS MAYOR OF THE  
CITY OF EVANSVILLE, INDIANA, APPROVE SAID RESOLUTION AND RETURN THE  
SAME TO THE CITY CLERK.

THIS 22nd DAY OF May, 2014, AT 7:45 O'CLOCK A.M.

Ray Quince  
MAYOR OF THE CITY OF EVANSVILLE, INDIANA

## LEASE

This lease is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Evansville, Indiana, by and through its Board of Public Works (hereinafter "City") and Evansville Fire Fighters' Federal Credit Union (hereinafter "Credit Union") for the lease of a portion of the premises at 312 North Fourth Avenue, Evansville, Indiana.

WITNESSETH:

Whereas, CREDIT UNION represents it provides a valuable service to the fire fighters and operates for the convenience and benefit of fire fighters and not for the use of the general public; and,

Whereas, the fire department represents it has space available for the use of CREDIT UNION at Hose House No. 3 which is not now needed by the fire department; and,

Whereas, CREDIT UNION represents its operations do not and will not interfere with the operation of the Hose House at that location;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I PREMISES

The premises to which this lease shall apply are a portion of Hose House No. 3 located at 312 North Fourth Avenue, Evansville, Indiana.

### ARTICLE II USE OF PREMISES

- (A) The leased premises shall be used by CREDIT UNION only for its operations as a CREDIT UNION for fire fighters and for no other purposes.
- (B) The leased premises shall be used by CREDIT UNION in a careful and safe manner in compliance with all Federal, State, and local laws. CREDIT UNION shall not in any way interfere with the operation of Hose House No. 3
- (C) CREDIT UNION shall not affix to or upon the exterior of the premises any sign or insignia.

### ARTICLE III NO ASSIGNMENT OR LIENS

CREDIT UNION shall not assign, mortgage, encumber, or transfer this lease in whole or in part or sublet the premises or any part thereof. CREDIT UNION shall not cause or allow any liens or encumbrances to attach to the leased premises.

**ARTICLE IV**  
**ALTERATIONS AND MAINTENANCE OF LEASED PREMISES**

(A) CREDIT UNION shall not alter any portion of the leased premises without the written consent of the Board of Public Works. All alterations, additions or changes to the leased premises shall be made in accordance with all applicable laws and shall become the property of the CITY. Any additions made shall be so designed to be of the same materials and aesthetically harmonious with the present structure.

(B) CREDIT UNION shall be responsible for all maintenance to the leased premises.

**ARTICLE V**  
**DAMAGE AND DESTRUCTION TO PREMISES**

If the leased premises should be damaged or destroyed by fire or other casualty or act of God, either party may cancel this lease.

**ARTICLE VI**  
**INDEMNIFICATION AND RELEASE**

Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon the CITY, CREDIT UNION shall INDEMNIFY AND HOLD HARMLESS CITY from and against all damages, claims and liability arising from or connected with CREDIT UNION'S control or use of the leased premises, including but not limited to death of a person, or any damage or injury to person or property. This indemnification shall include, but not limited to, CITY'S reasonable attorney's fees and costs of litigation in connection with any such claim, action or proceeding. CREDIT UNION does hereby release CITY from all liability for any accident, damage or injury caused to person or property on or about the leased premises, whether due to negligence by the party or the CITY, and not withstanding whether such acts or omissions be active or passive.

**ARTICLE VII**  
**INSURANCE**

CREDIT UNION shall provide general liability insurance and the CITY shall be named as an additional insured on said policy and a copy of said insurance certificate shall be delivered to the City Controller prior to execution of this lease.

**ARTICLE VIII**  
**RENT**

CREDIT UNION shall pay to the CITY rent at the rate of One Hundred Dollars (\$100.00) per month. In addition to use of the premises, this One Hundred Dollar (\$100.00) fee shall cover the cost of electricity used upon the premises by CREDIT UNION. Rent shall be paid by the first day of the month, then first and last months' rent shall be prorated to reflect only that portion of the month to which this lease shall apply.

**ARTICLE IX**  
**DURATION**

This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and shall terminate without notice or action by the parties four (4) years thereafter. This lease may be extended by mutual agreement of the parties under such terms as the parties agree. This lease may be terminated by either party for breach of a material term of the lease upon notice to the other party of said breach and failure of the breaching party to correct said breach within thirty (30) days. This provision regarding prior notification shall not apply to the payment of rent. If rent is not timely paid by the CREDIT UNION, the CITY shall have any and all available remedies at law or equity to obtain possession of the premises and recover any and all losses and damages available to it under the laws of the State of Indiana and under the terms of this lease.

This lease shall replace and supersede a previous lease entered into on or about April 8, 2010.

**ARTICLE X**  
**FULL AGREEMENT**

The parties acknowledge and agree that this instrument represents the full agreement of the parties and there are no promises, terms, conditions or agreements except as expressly stated herein.

IN WITNESS WHEREOF, CITY and CREDIT UNION have executed this lease on the dates indicated below

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF EVANSVILLE BY AND  
THROUGH IT BOARD OF PUBLIC  
WORKS

EVANSVILLE, FIRE FIGHTERS'  
FEDERAL CREDIT UNION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_