



City of Grand Island

Tuesday, March 23, 2021

Council Session

Item G-10

#2021-61 - Approving Amended License Agreements for Father Flanagan's Boys' Home, Aurora Cooperative Elevator Company, and Hall County Airport Authority Relative to Entrance Signs

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: March 23, 2021

Subject: Amended License Agreements-City Entrance Signs

Presenter(s): Jerry Janulewicz, City Administrator
Tonja Brown, Grow Grand Island, Inc.

Background

In the mid-1990's, the City entered into license agreements with Father Flanagan's Boys Home, Sundance Feed and Seed Company, and Hall County Airport Authority. Pursuant to the agreements, the City is licensed to place city entrance signs on the licensors' properties. One sign is located approximately 460 feet north of Wildwood Drive on the east side of US Highway 281 on land owned by Father Flanagan's Boys Home. Another sign is located approximately 70 feet south of Baron Lane and on the west side of Sky Park Road on land controlled by the Hall County Airport Authority. The third sign is located on property formerly owned by Sundance Feed and Seed Company and now owned by Aurora Cooperative Elevator Co. This sign is located on the south side of US Highway 30 and approximately 500 feet east of the intersection of US Highway 30 and Capital Avenue. The front of the sign faces westbound highway traffic.

Grow Grand Island, Inc. (GGI) proposes to replace the existing signs with larger signs having a more modern look and appeal. The sign located at Central Nebraska Regional Airport will be relocated to the intersection of Mirage Street and Sky Park Road, a location that is south of the current sign location.

Discussion

GGI, utilizing funds it received from the City, commissioned Mayhew Sign Company for the design, construction, and installation of the new signs and removal and disposal of the existing signs. The signs will be placed at the locations mentioned above. The accompanying resolution, if adopted by the city council, would approve amendments to the license agreements, which have been approved by Father Flanagan's Boys Home, Aurora Cooperative Elevator Co., and the Hall County Airport Authority. Due to changes in the size of the signs and their location, amended license agreements were necessary.

According to Mayhew Sign Company: The Grand Island signs are designed with low or no maintenance materials. The signs are constructed with engineered footings and steel supports. The sign cabinets are framed with curved steel and covered with aluminum. The front faces of the signs are decorated with preformed prefinished woodgrain panels manufactured into 6" wide x 24" gage steel panels. The GRAND ISLAND letters are illuminated individual white LED channel letters that are manufactured from .040 prefinished aluminum plastic trim cap free and have LED matching translucent acrylic letter faces. The river bends are constructed in compound curves and are manufactured with LED matching-colored acrylic faces. Exterior LED luminaires and associated control gear are provided that meets the carbon trust HMRC standards for energy efficiency. All components are carefully chosen for optimum efficiency in light transmission, longevity, and best design practices.

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.

Sample Motion

Move to approve the amended license agreement for the City Entrance Signs.



Sky Park Road.



East Highway 30.



Highway 281

• This Space Reserved for Register of Deeds •

AMENDED LICENSE AGREEMENT

This License Agreement is made by and between FATHER FLANAGAN'S BOYS' HOME, hereinafter referred to as the "Licensor," and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee" and amends that certain License Agreement recorded as document no. 95-104091 in the Office of the Hall County Register of Deeds.

1. **STATEMENT OF PURPOSE.** The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement and landscaping upon real estate owned by the Licensor:

An illuminated entryway sign approximately ten (10) feet in height and forty (40) feet in length (slight curvature) placed upon a berm of sufficient size to accommodate the dimensions of the sign. The berm may include landscaping with rock and native plants. A row of trees may be planted to provide a backdrop for the sign. Said sign shall be placed as nearly as possible at the location of the existing entryway sign, which shall be removed by Licensee.

2. **DESCRIPTION OF LICENSOR'S REAL ESTATE.** The Licensor owns the following described real estate to which this License Agreement shall apply:

Lot One (1) in Brennan Subdivision to the City of Grand Island, Hall County, Nebraska

3. **LICENSEE'S DUTIES AND RISKS.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its

officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

6. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

7. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns.

8. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

9. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

10. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: Jan 25, 2021 _____.

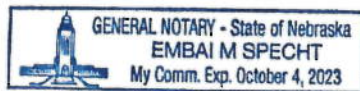
LICENSOR:

FATHER FLANAGAN'S BOYS' HOME

By: rod Kempkes
rod.kempkes@fah.org 1/25/2021 10:20 CST

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

²⁰²¹ The foregoing document was executed before me on January 25th,
~~2020~~, by Rod Kempkes, CEO of Father Flanagan's Boys'
Home, a Nebraska corporation, on behalf of said corporation.



Embai M. Specht
Notary Public

LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

Stacy R. Dornhof
Interim City Attorney

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AMENDED LICENSE AGREEMENT

This License Agreement is made by and between AURORA COOPERATIVE ELEVATOR COMPANY, hereinafter referred to as the "Licensor", and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee" and amends that certain License Agreement recorded as document no. 98-108434 in the Office of the Hall County Register of Deeds.

1. STATEMENT OF PURPOSE. The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement upon real estate owned by the Licensor:

An illuminated entryway sign approximately eight (8) feet in heights and twenty-four (24) feet in length, to replace the existing entryway sign, and placed at the existing berm modified to accommodate the increased dimension of the replacement sign, together with necessary electrical connections, landscaping of groundcover, plantings, and rock.

2. DESCRIPTION OF LICENSOR'S REAL ESTATE. The Licensor owns the following described real estate to which this License Agreement shall apply:

All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, lying south of the southerly right-of-way of U.S. Highway 30, except a certain tract more particularly described in Return of Appraisers recorded as instrument No. 200314238 in the Hall County, Nebraska Register of Deeds.

3. LICENSEE'S DUTIES AND RISKS. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

6. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

7. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, and assigns.

8. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

9. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

10. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: December 15, 2020.

LICENSOR:

AURORA COOPERATIVE ELEVATOR
COMPANY

By: 

STATE OF NEBRASKA)
 HAMILTON) ss
COUNTY OF HALL)

The foregoing document was executed before me on December 15,
2020, by Don Engel, Dir Project Mgmt of Aurora Cooperative Elevator
Company, a Nebraska corporation, on behalf of said corporation.

SARA SEIM
General Notary - State of Nebraska
My Commission Expires Sep 17, 2022

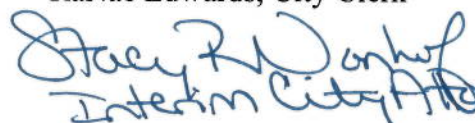

Notary Public

LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk


Interim City Attorney

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AMENDED LICENSE AGREEMENT

This Amended License Agreement is made by and between HALL COUNTY AIRPORT AUTHORITY, hereinafter referred to as the "Licensor", and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee", and amends that certain License Agreement recorded as document no. 96-104239 in the Office of the Hall County Register of Deeds.

1. **STATEMENT OF PURPOSE.** The purpose of this License Agreement is to set forth the terms and conditions, under which the Licensee may construct, maintain, repair, and utilize the following described improvement and landscaping upon real estate owned by the Licensor:

An illuminated entryway sign approximately eight (8) feet in height and twenty-four (24) feet in length to be placed and maintained on a berm of sufficient size to accommodate the dimensions of the sign. The berm may include landscaping with rock and native plants. A row of bushes will be planted to provide a backdrop for the sign.

2. **DESCRIPTION OF LICENSOR'S REAL ESTATE.** The Licensor Authority has exclusive use, occupancy, jurisdiction and control over the following described real estate to which this License Agreement shall apply:

The South Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (S1/2 SE1/4 SE1/4 NE1/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska.

3. **LICENSEE'S DUTIES AND RISKS.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the

Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. REMOVAL OF EXISTING SIGN. Upon the construction of the sign as described in paragraph 1, above, Licensee shall cause the removal of the existing city entryway sign located south and west of the intersection of Baron Lane with Sky Park Road, and shall remove adjacent landscaping and restore the site to a grade approximating the surrounding area.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the neighboring property, the Licensee shall restore the surface of the area surrounding the sign and berm to the same condition as it existed immediately prior to the Licensee's work in the area.

6. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

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8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, and assigns.

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the

contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: MARCH 17, 2021.

LICENSOR:

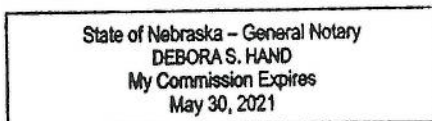
HALL COUNTY AIRPORT AUTHORITY

By: [Signature]

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing document was executed before me on March 17, 2021, by Michael J. Olson, Executive Director of Hall County Airport Authority, a Nebraska political subdivision, on behalf of said County Airport Authority.

Debra S. Hand
Notary Public



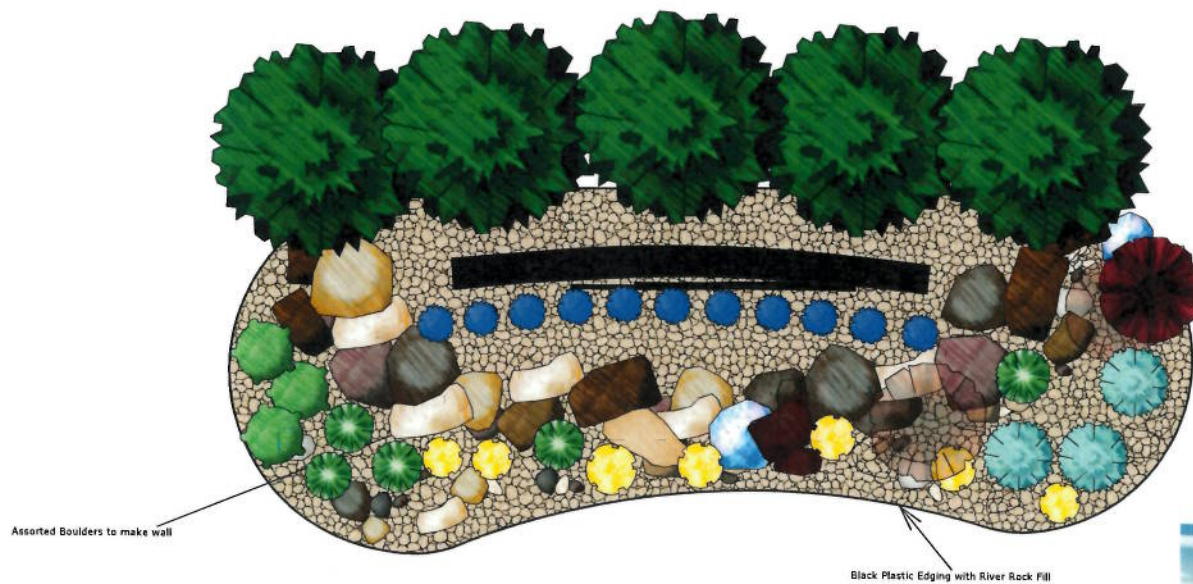
LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

[Signature]
Interim City Attorney

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk



Plant Legend		
	5	Black Hills Spruce
	3	Blue Rug Juniper
	11	Cat's Pajamas Catmint
	3	Grow Low Sumac
	5	Karl Foerster Feather Reed Grass
	7	Moonshine Yarrow
	3	Shenandoah Switchgrass



3515 N Hwy 281
Grand Island NE 68803
308-382-1282
800-284-5539
www.tilleysprinklers.com

Hwy 281 Grand Island Entryway Sign

All Landscape Designs are copyrighted and may not be copied by a competing Firm.

Landscape Designer:
Eudora Weller
eudora@tilleysprinklers.com

Date: March 12, 2021

Scale: 1/10" = 1'

R E S O L U T I O N 2021-61

WHEREAS, in 1995 and 1996, license agreements authorizing placement of City entrance signs were approved by the City Council and the following property owners, to wit: Father Flanagan's Boys Home, Sundance Feed and Seed Company, and Hall County Airport Authority; and

WHEREAS, the land previously owned by Sundance Feed and Seed Company is now owned by Aurora Cooperative Elevator Co.; and

WHEREAS, Grow Grand Island, Inc. proposes to commission, contract for, and pay the expenses related to removal of the existing entrance signage and placement of new entrance signage located upon the following identified parcels of real estate: Father Flanagan's Boys Home (3230 West Wildwood Drive), Aurora Cooperative Elevator Co. (4155 East Highway 30), and Hall County Airport Authority (3756 Sky Park Road); and

WHEREAS, due to increases in size and placement, the new entrance signs require amendment of the existing license agreements; and

WHEREAS, the above-mentioned property owners consented to amendments made to the respective license agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amended license agreements between the City of Grand Island and Father Flanagan's Boys Home, Aurora Cooperative Elevator Co., and Hall County Airport Authority should be and are hereby approved. Signs placed pursuant to this Resolution are required to conform to all applicable City and State codes and regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney