



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-19

#2021-88 - Approving License Agreement with Maintenance, Projects & Construction Corporation for Rental of Stuhr Impound Lot

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Police Department

Meeting: April 13, 2021

Subject: License Agreement for Parking Lot Space Use at Stuhr Impound

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department was contacted by a business called Maintenance, Projects, and Construction Corporation (MPCC). MPCC is currently involved in construction at the JBS plant across the street from the Police Stuhr Impound site. MPCC has requested to lease space from the City of Grand Island at the Police Stuhr Impound to park construction equipment and allow some parking during their construction phase at JBS.

Discussion

The Police Department was contacted by MPCC of Evans, Georgia to lease some parking lot space at the Police Stuhr Impound site at 510 S. Stuhr Road. The portion of parking lot space that they want to lease will not interfere with the day-to-day operations of the Police Impound operation. MPCC is proposing to lease the space at a rate of \$1,000 per month for nine months and would like to pay the \$9,000 up front upon approval of this license agreement. No heavy semi loads or heavy equipment in excess of 25,000 lbs will be parked on the paved Police Impound lot and the licensee (MPCC) shall be responsible for the repair or replacement of any concrete paving or landscaping damaged by the licensee.

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 license agreement with Maintenance, Projects and Construction Corporation (MPCC) for parking lot space lease at the Police Stuhr Impound site.

Sample Motion

Move to approve the license agreement with Maintenance, Projects and Construction Corporation (MPCC) for parking lot space lease at the Police Stuhr Impound site.

LICENSE AGREEMENT

Agreement made, effective as of the date of acceptance and signature of the parties, by and between the *City of Grand Island*, 100 East First Street, Grand Island, Nebraska 68801, here referred to as Licensor, and *Maintenance, Projects & Construction Corporation*, 1157 Oakton Trail, Evans, GA 30809, a Georgia corporation, here referred to as Licensee.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

SECTION ONE. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the area depicted on the Exhibit 1 attached hereto (approximately 9,182 sq.ft.), said area being a part of Lot One (1), Industrial Second Addition to the City of Grand Island, Hall County, Nebraska, and located at 510 South Stuhr Road, Grand Island, Nebraska.

SECTION TWO. LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for the following purposes:

1. Construction Team Member Vehicle Parking.
2. Construction Job Trailer if needed.
3. Construction Team Member Conex Boxes with Tools and Supplies.
4. Minimal Forklift Traffic.
5. Roll Off trash Dumpsters.
6. Mechanical Equipment and Materials Laydown Area.
7. No Electrical Required.
8. No Semi Trucks or trailers allowed on pavement.
9. The North end of the lot would be blocked off to prevent construction traffic from entering into the Impound lots access.
10. Encroachment into the police impound area shall not be permitted.

and for incidental purposes related to such purpose during the period beginning *April 1, 2021* and continuing until the earlier of December 31, 2021 or until this agreement is terminated as provided in this agreement.

SECTION TWO. DAMAGE TO PAVEMENT

No heavy semi loads or heavy equipment in excess of 25,000 lbs. shall be permitted upon the pavement. Licensee shall be responsible for the repair or replacement of any concrete paving or landscaping damaged by Licensee or Licensee's employees, agents, subcontractors, or invitees. There will be a pre- and post- use inspection of this area between Licensor and Licensee.

SECTION THREE. PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of \$ 1,000.00 per month payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the *first* day of *each month* thereafter during the continuation of this agreement.

SECTION FOUR. TERMINATION

Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than *fifteen (15)* days prior to the date specified in such notice for the date of termination.

If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination.

SECTION FIVE. APPORTIONMENT OF PAYMENTS ON TERMINATION

- A. On any termination of this agreement, licensor shall apportion the fee paid in advance and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than \$500.00.
- B. On any termination of this agreement, licensee, shall quit the above- described property, and shall remove from such property all property installed in, on, or attached to the above-described property by or at the request of licensee.
- C. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION SIX. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION EIGHT. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in

connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE. NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In witness, each party to this agreement has caused it to be executed on the date indicated below.

Date: April __, 2021.

Date: April 8, 2021.

CITY OF GRAND ISLAND, Licensor

MAINTENANCE, PROJECTS & CONSTRUCTION CORPORATION, Licensee

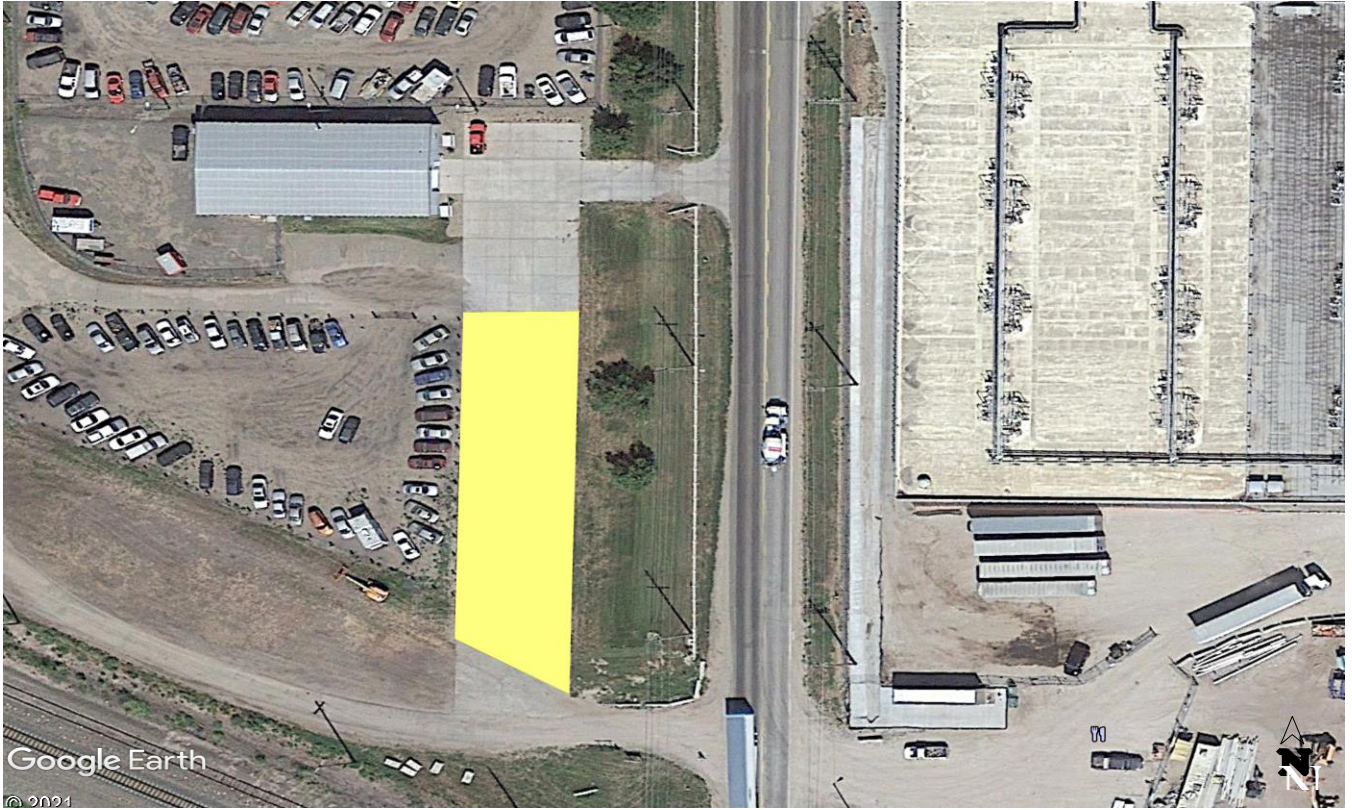
BY: _____
Roger G. Steele, Mayor

BY: _____
Tim Foster, chief executive officer

ATTEST: _____
RaNae Edwards, City Clerk

EXHIBIT A

License Area Indicated by Yellow Shading



RESOLUTION 2021-88

WHEREAS, the Grand Island Police Department was contacted by Maintenance, Projects and Construction Corporation (MPCC) of Evans, Georgia to lease parking lot space at the Police Stuhr Impound site at 510 S. Stuhr Road; and

WHEREAS, MPCC would like to lease this space for nine months after approval of this license agreement for the purpose of parking smaller construction equipment and general parking on the lot; and

WHEREAS, MPCC will pay \$1,000 per month for a total of \$9,000 to the City of Grand Island for lease of the space and would pay the \$9,000 up front.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the license agreement with Maintenance, Projects and Construction for the lease of parking lot space at the Police Stuhr Impound site for nine months at \$1,000 per month for a total of \$9,000 payable up front.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
April 9, 2021 ✕ City Attorney