



City of Grand Island

Tuesday, November 8, 2022

Council Session

Item G-5

#2022-317 - Approving Lease Renewal for Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- ProCon Management, Inc.

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 8, 2022

Subject: Approving Lease Renewal for Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street-ProCon Management, Inc.

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

ProCon Management, Inc., owner of 208 North Pine Street, has leased thirteen (13) parking stalls in the public parking lot at the southeast corner of the 3rd Street and Pine Street intersection dating back to 2004.

Discussion

The parking lease agreement between the City and ProCon Management, Inc. has expired, with both parties desiring to renew such. The updated fee is set at \$300.00 per year, per stall; for a total of \$3,900.00 annually. It should be noted there are current parking lease agreements in place at the following locations.

- Northern portion of 3rd Street and Pine Street parking lot- Pinnacle Bank
- Oak Street and South Front Street (southeast) parking lot- American Red Cross
- South Front Street (east of YMCA) parking lot- YMCA

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

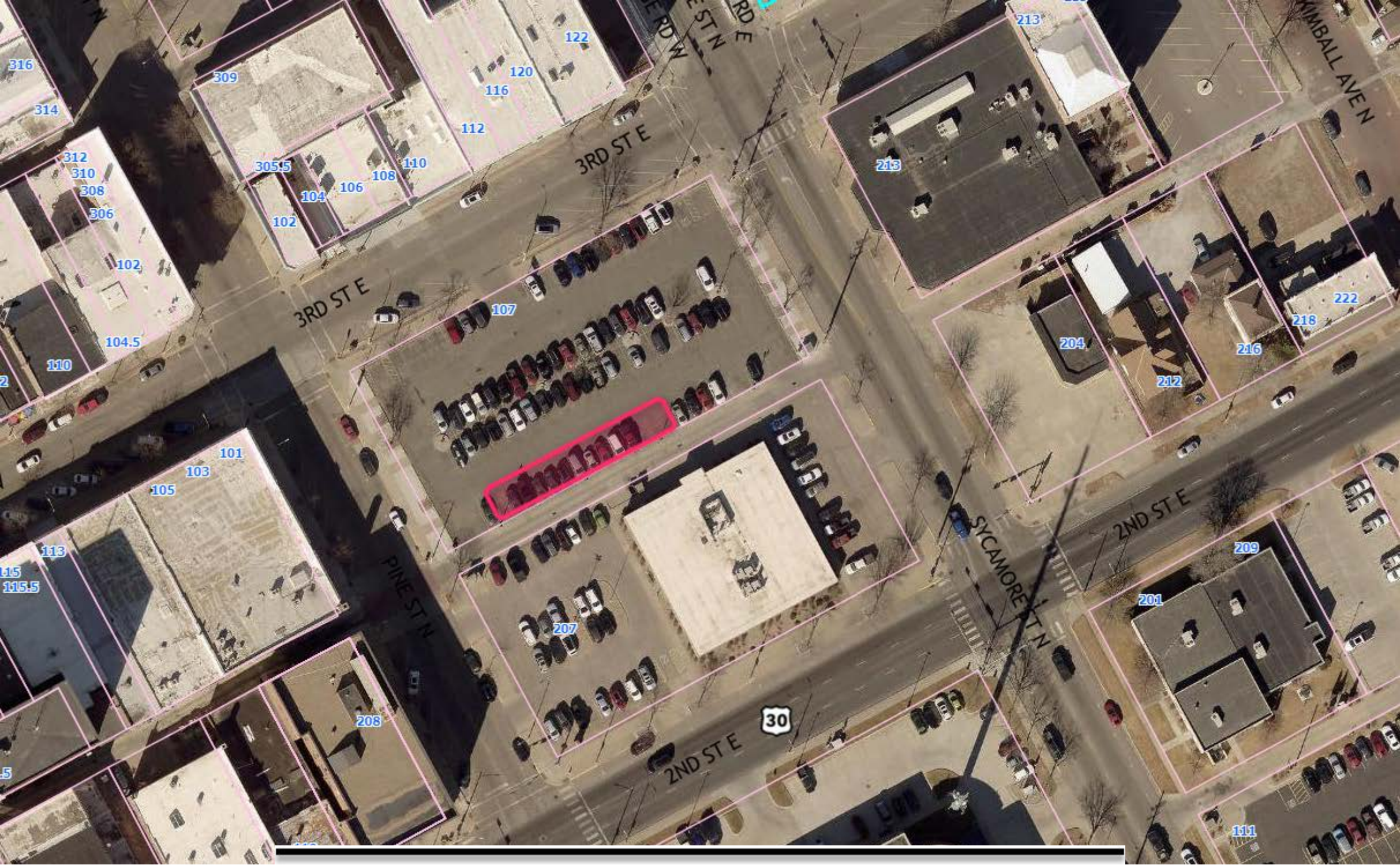
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing the parking lease agreement at 3rd Street and Pine Street public parking lot for ProCon Management, Inc., according to Exhibit "A".

Sample Motion

Move to approve the resolution.



RESOLUTION 2022-317

WHEREAS, the City Council, by authority of 22-77 of the Grand Island City Code, may be resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, ProCon Management, Inc. requests to dedicate twelve (12) parking stalls in the public parking lot at 3rd Street and Pine Street, according to attached Exhibit "A"; and

WHEREAS, an agreement for such dedicated parking stalls has been reviewed and approved by the City Legal Department; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Parking Lease Agreement with ProCon Management, Inc. for their location at 208 North Pine Street, according to the attached Exhibit "A".

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 4, 2022	☐ City Attorney

LEASE

This lease agreement is made on October _____, 2022 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as “City” and PROCON MANAGEMENT, INC., a Corporation, hereinafter referred to as “Procon”.

1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which Procon will lease from the City thirteen (13) parking spaces northeast of their property addressed as 208 N Pine Street, the location of which is shown on Exhibit “A”, attached hereto and made a part hereof by reference.

2. TERM OF LEASE. This lease shall run for a term of two (2) years commencing on October 1, 2023. This lease shall be automatically renewable for up to two (2) additional two (2) year terms unless Procon notifies the City in writing prior to the end of the then current term of its intention not to renew this lease for an additional term.

3. CONSIDERATION. In consideration of this lease Procon agrees to pay to the City as rentals for the thirteen (13) parking spaces Three Thousand Nine Hundred Dollars (\$3,900.00) per year or Three Hundred Dollars (\$300.00) per stall per year. This rental shall be due and payable to the city of Grand Island in annual installments on or before January 1 of the current year. Any partial year rental will be pro-rated.

4. SIGNS AND MARKINGS. The City will supply and install sign posts. Procon shall supply the signs and name placard (maximum size of 12” x 18”) indicating that the aforementioned parking spaces are leased for private parking, and shall be responsible for any damage, theft, etc. of such signs. The signs will indicate that the aforementioned parking spaces are for use by the Nebraska Department of Health and Human Services parking and that violators will be towed at owner’s expense.

5. ENFORCEMENT. Procon shall be responsible for enforcing that parking is only for use specified in Section 4. Procon shall be responsible for calling tow companies for parking violations. Procon shall not call Grand Island Police Department for enforcement.

6. NOTICES. All notices in connection with this lease shall be sent to the following addresses by first class mail, postage prepaid:

City of Grand Island
Public Works Administration
P.O. Box 1968
Grand Island, NE 68802

Procon Management, Inc.
1319 W North Front Street
Grand Island, NE 68801

7. CHOICE OF LAWS. This agreement shall be construed in accordance with the laws of the State of Nebraska.

8. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties hereto, notwithstanding any other written or oral agreements to the contrary. This lease may be amended only in writing, duly approved and executed by both parties.

PROCON MANAGEMENT, INC.
a Nebraska Corporation

By _____ Date _____

Title _____

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing document was executed before me on _____, 2022 by _____, _____ of PROCON MANAGEMENT, INC., on behalf of said corporation.

Notary Public

CITY OF GRAND ISLAND, NEBRASKA

By _____
Roger Steele, Mayor

Date _____

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____