



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item I-4

#2014-28 - Consideration of Approving a Purchase Agreement for the Property Located at 1306 West 3rd Street

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: February 11, 2014

Subject: Consideration of Approving a Purchase Agreement for the Property Located at 1306 West Third Street

Item #'s: I-4

Presenter(s): Mary Lou Brown, City Administrator
Robert J. Sivick, City Attorney
Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island (City) is the owner of a vacant building and real estate located at 1306 West Third Street commonly known as the “One Stop Building” (property). In 2011 the City solicited offers in an attempt to sell the property but none were received. On May 21, 2013 the property was a topic of discussion during a Study Session meeting of the Grand Island City Council (Council). Divergent viewpoints on the matter were voiced by Councilmembers and no action regarding the property was subsequently taken by the Council. On May 28, 2013 the Council approved Resolution 2013-166 directing City staff to obtain an appraisal of the property. City staff did so by retaining the services of the Hendricksen Appraisal Company which appraised the property at \$511,000.00. On November 12, 2013 the Council approved Resolution 2013-374 accepting the appraisal received from the Hendricksen Appraisal Company.

City staff prepared a Request for Proposals (RFP) for the sale of the property which was published in the *Grand Island Independent* on November 18, 2013. The RFP stated the deadline for submitting proposals was December 4, 2013, the property was to be purchased “as is”, “[p]roposals must remain firm for ninety (90) days”, and sought the “best use of this property” based on the following criteria:

1. Benefit to the Neighborhood and Community;
2. Intended Use;
3. Purchase Price; and
4. Fiscal Responsibility.

Only one proposal was received, that being from the County of Hall (County). The County’s proposal was made on behalf of the Hall County Board of Supervisors (County

Board) and signed by then Chairperson Pamela Lancaster. The proposal contained in part the following:

1. The purchase price offered was \$600,000.00;
2. “The proposed purchase of the real estate assumes the purchase of the real estate in ‘as is’ condition.”;
3. “The real estate so acquired would be renovated to provide suitable judicial atmosphere for a long term, non-permanent location of the County and District Courts of Hall County.”; and
4. “The proposed purchase would benefit all citizens of Hall County in that it is projected that the proposed use of the real estate during the renovation of the Hall County Courthouse would result in a substantial savings of tax dollars when compared to alternative proposals for the Courthouse renovation project.”

The City Legal Department negotiated terms of the sale of the property with County legal staff and the Purchase Agreement was largely drafted by County legal staff. Upon successful completion of negotiations the City Administration accepted the County’s offer contingent upon Council approval.

On Tuesday, January 14, 2014 the County Board approved the Purchase Agreement before you for consideration this evening.

Discussion

Over the last several weeks City staff has been aware of news media reports and public and private statements by City and County officials regarding this matter. In order to avoid confusion, clarification of several points is in order.

INTERNAL DEPARTMENTAL TRANSFERS OF CITY PROPERTY

City Departments often have property no longer needed to carry out Departmental functions. In almost all cases this property consists of things like office furniture and equipment, tools or other specialized equipment, and on occasion motor vehicles. Rather than dispose of this property at auction which adds to administrative costs and nets little or nothing in sale proceeds, other Departments are allowed to acquire such surplus property for their particular Departmental use. Such transfers are not accomplished with cash transactions but rather through changes to City accounting and inventory records.

City divestiture of real estate is an entirely different matter. The value of real estate is far higher and its use affects the livability of the City to a greater extent than the divestiture of office equipment and even motor vehicles. Given the obligation of City staff to be good stewards of the public’s treasure, seeking proposals for the use of City real estate before carrying out an internal transfer is responsible, sound policy and insures maximum transparency of such divestitures. The advice of the Legal Department in this matter was that although the City was not obligated to seek outside proposals for the sale and use of the property it was the most prudent and fiscally responsible course of action. Such

action insured the City would maximize its financial return for the sale of the property and insure it was used in the best interests of the people of Grand Island.

RFP PROCESS

The RFP process is governed by Chapter 27 of the Grand Island City Code (Code) which addresses City procedures for buying and selling property and contracting for services. §27-5 of the Code directs the City Attorney to carry out the duties of the City Purchasing Agent. §27-9 of the Code grants the Purchasing Agent the ability to authorize an RFP when he or she determines to do otherwise would not be “advantageous to the City”. The City Legal Department, acting as the Purchasing Agent, determined an RFP for the divestiture of the property was warranted for the reasons set forth in the previous paragraph and advised the Administration of such.

A Tuesday, January 28, 2014 article in the *Grand Island Independent* reported a City Department “was excluded from the city’s own bidding process.” Departments do not participate in the RFP process because that process requires negotiation with the proposing party before a contract can be presented to the Council for approval. The Legal Department negotiates such matters on behalf of the City as its counsel and pursuant to its duties as Purchasing Agent. The Code of Professional Responsibility, the rules governing members of the legal profession, prohibits lawyers from representing both sides in a negotiated transaction. Accordingly, it is impossible for Departments to participate in the RFP process as the Legal Department cannot represent both the Department and City in negotiating a contract. In layman’s terms, the City does not negotiate with itself. This advice was provided by the Legal Department to the City official making inquiry into the matter.

“AS IS” STATUS OF THE PROPERTY

The RFP states, “[p]ersons submitting proposals are hereby notified that the real estate offered for sale pursuant to this request for proposal is offered ‘as is.’”

The County’s proposal states, “[t]he proposed purchase of the real estate assumes the purchase of the real estate in ‘as is’ condition.”

The Purchase Agreement drafted by County legal staff states, “[s]eller is selling the Property ‘AS-IS’, making no representations or warranties concerning the Property of any kind or nature....”

Selling real estate on an “as is” basis is common as sellers do not want to legally bind themselves to guaranteeing buildings are suited to uses planned or not yet planned by buyers. For that reason it is incumbent on buyers to inspect buildings to insure its condition meets its planned immediate and future uses. To accomplish this buyers are given the right to conduct or have experts conduct inspections of buildings before making an offer to purchase. Such was the case in this matter as evidenced by the language of the Purchase Agreement drafted by the County’s legal staff.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

City staff is aware of recent statements from County officials expressing concerns regarding the property's "life safety" status. The relevant provisions of the Purchase Agreement, drafted by County legal staff states, "[s]eller has no knowledge and has received no notice of any violation of applicable occupational safety and health standards established by law or regulation."

The City is not aware of any communication from Federal, State, or local authorities regulating or enforcing workplace or any other safety standards, that the City is in violation of any such standards. In addition, the City has not been provided evidence to the contrary by anyone.

The Purchase Agreement also states, "[b]uyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with applicable occupational safety and health standards established by law or regulation and if Seller declines to make any requested repairs to the Property or comply with any claimed occupational safety or health violations, Buyer may terminate this Agreement without penalty. Seller has no obligation to perform any repairs to the Property."

The City has not received any notice from the County alleging specific non-compliance with "applicable occupational safety and health standards established by law or regulation". Additionally, the City has not received any request from the County it make "requested repairs to the Property or comply with any claimed occupational safety or health violations."

BINDING STATUS OF COUNTY'S OFFER

City staff is aware of recent statements of County officials expressing a desire to rescind its offer to purchase the property. In addition, City staff is aware rescinding the offer may be an agenda item for the Tuesday, February 11, 2014 meeting of the County Board. The Purchase Agreement, drafted by County legal staff states, "[t]his Agreement has been duly approved by the Board of Supervisors of Buyer and executed by its Chairman, and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms."

The Purchase Agreement also states, "[i]n the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided."

In addition, a Wednesday, January 15, 2014 article in the *Grand Island Independent* reporting the County Board's approval of the Purchase Agreement stated, "Chief Deputy Hall County Attorney Jack Zitterkopf said the city's request required that offers be firm for 90 days, so he felt the county would be 'putting itself at risk' if it tried to withdraw the proposal." The City legal staff concurs with Mr. Zitterkopf's opinion on the matter.

When the County Board, acting as the County's governing body, approved the Purchase Agreement at its January 14, 2014 meeting it bound the County to the terms of that

Agreement unless and until the Council, acting as the City's governing body, rejected the Purchase Agreement as the other party to the proposed contract and the party to which the County's binding offer was tendered.

CITY POLICY AND STANDARDS IN CONDUCTING BUSINESS

The City Administrative and Legal staff takes pride in the professional manner in which it conducts business with outside parties. It respects and strictly adheres to its legal obligations in contracting and doing business in general. Likewise, it expects parties it contracts with to do the same. Maintaining these high standards consistently benefits the City and its citizens as parties doing business with the City can rely upon the City's full faith and credit and be confident it will always meet its legal obligations. Adhering to these high standards consistently allows the City to demand and obtain favorable terms from parties unavailable to other entities not having a reputation for maintaining such standards.

CONCLUSION

City staff hopes the content of this memo addresses any questions or concerns of the Council raised by City officials or other parties.

The issue before the Council tonight is not to negotiate, re-negotiate, or amend the terms of the Purchase Agreement with the County. In addition, the issue before the Council is not to propose or decide on alternative uses for the property. The issue before the Council is solely whether to accept or reject the County's offer (the terms of which are memorialized in the Purchase Agreement) to purchase the property.

If the Council accepts the County's offer, City staff will proceed to take steps necessary to transfer ownership and possession of the property. If the Council rejects the County's offer, City will retain ownership of the property.

Alternatives

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

1. Move to approve.
2. Move to reject.

Recommendation

The City Administration recommends the Council approve Resolution 2014-28 to approve the Purchase Agreement for the sale of the property located at 1306 West Third Street to Hall County.

Sample Motion

Move to approve Resolution 2014-28 authorizing the Mayor to execute the Purchase Agreement of behalf of the City for the sale of the property located at 1306 West Third Street to Hall County.

REQUEST FOR PROPOSAL
Purchase of One-Stop Building located at 1306 W 3rd Street
For the
CITY OF GRAND ISLAND, NEBRASKA

Proposals will be received at the office of the City Clerk, 100 East First Street, Grand Island, Nebraska 68801 or P.O. Box 1968, Grand Island, Nebraska 68802, until **4:00 p.m. (local time) on Wednesday, December 4, 2013**, for a **Proposal to Purchase “One-Stop” Building located at 1306 West 3rd Street, Grand Island** from the City of Grand Island. Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the **outside** of the mailing envelope: **“Proposal to Purchase “One-Stop” Building located at 1306 West 3rd Street ”**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Stacy R. Nonhof, Assistant City Attorney. **The original proposal and three (3) complete copies** shall be submitted for evaluation purposes.

The proposal package is also available on-line at www.grand-island.com under Business, Bids and Requests for Proposals.

Proposals will be evaluated by the City based on price, intended use and benefit to the neighborhood and/or community.

The City reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Proposals may not be withdrawn for a period of ninety (90) days after date of opening.

RaNae Edwards, City Clerk

REQUEST FOR PROPOSAL
Purchase of One-Stop Building located at 1306 W 3rd Street
For the
CITY OF GRAND ISLAND, NEBRASKA

Introduction

The City of Grand Island is seeking proposals from qualified groups, firms and individuals to purchase the property located at 1306 West 3rd Street, Grand Island, NE, along with various tracts of excess land, more commonly known as the “One-Stop” building from the City of Grand Island.

The legal description of the property located at 1306 West 3rd Street proper is:

All of block 15 and West ½ 40 feet of vacated Adams Street and North of East ½ of vacated Adams Street, Arnold and Abbott’s addition, City of Grand Island, Hall County, Nebraska.

The legal description of the excess land is:

Lots 3 and 4, Arnold and Abbott’s Addition, City of Grand Island, Hall County, Nebraska.

The City’s objectives are to achieve the highest and best use of this property and to meet the legal requirements regarding the sale of the public property.

Proposals will be evaluated and scored based upon the following criteria:

1. Benefit to the neighborhood and/or community.
2. Intended use
3. Purchase price
4. Fiscal responsibility

The City may request additional information during the evaluation process.

AS IS

Persons submitting proposals are hereby notified that the real estate offered for sale pursuant to this request for proposal is offered “as is.”

Contract Negotiations

An evaluation committee will rank the proposals according to the selection criteria and interviews may be scheduled accordingly. The City will attempt to negotiate an agreement with the highest ranked proposer subject to the approval of the City Council and further subject to the public’s right of remonstrance for sale of publicly owned real estate.

Submittals

Proposals must be delivered to the Grand Island City Clerk's office no later than 4:00 p.m. (local time) on the 4th day of December, 2014. Proposers need to submit the **original and three (3) copies** of the proposal in a sealed envelope clearly marked on the outside as containing **“Proposal to Purchase “One-Stop” Building.”** Submit proposals to RaNae Edwards, City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska 68801 or P.O. Box 1968 Grand Island, Nebraska 68802. Interested persons, groups or firms should submit their questions to Stacy R. Nonhof, Assistant City Attorney, at (308) 385-5420.

Proposals must remain firm for ninety (90) days from the proposal date. The City of Grand Island reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is deemed to be in the best interest of the City at its sole discretion.

Price is not the sole selection factor and will be considered together with the other factors allowed under Nebraska Law regarding the sale of publicly owned property.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PURCHASE OF ONE-STOP BUILDING LOCATED AT 1306 WEST 3RD STREET**

RFP DUE DATE: December 4, 2013 at 4:00 p.m.

DEPARTMENT: Legal

PUBLICATION DATE: November 18, 2013

NO. POTENTIAL BIDDERS: N/A

SUMMARY OF PROPOSALS RECEIVED

Hall County
Grand Island, NE

cc: Robert Sivick, City Attorney
Jaye Monter, Finance Director

Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

P1692

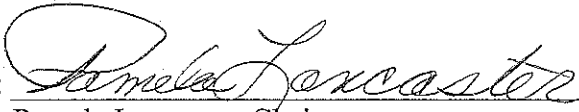
**A PROPOSAL BY THE COUNTY OF HALL, NEBRASKA
FOR THE PURCHASE OF THE REAL ESTATE
LOCATED AT 1306 W. 3RD STREET, GRAND ISLAND, NEBRASKA
FROM THE CITY OF GRAND ISLAND, NEBRASKA**

On behalf of the County of Hall, Nebraska, the Hall County Board of Supervisors is proposing to purchase the One-Stop Building, located at 1306 W. 3rd Street, Grand Island, Nebraska, from the City of Grand Island, Nebraska, as follows:

1. The County of Hall hereby offers to pay the City of Grand Island the sum of Six Hundred Thousand Dollars (\$600,000.00) for the purchase of the real estate and improvements located at 1306 W. 3rd Street, Grand Island, Nebraska.
2. The proposed purchase of the real estate assumes the purchase of the real estate in "as is" condition. The purchase would be a cash transaction, payable upon closing which would include demonstration of a clear title and a warranty deed from the City of Grand Island.
3. The real estate so acquired would be renovated to provide suitable judicial atmosphere for a long term, non-permanent location of the County and District Courts of Hall County. These Courts employ approximately 33 persons on a daily basis.
4. The proposed purchase would benefit all citizens of Hall County in that it is projected that the proposed use of the real estate during the renovation of the Hall County Courthouse would result in a substantial savings of tax dollars when compared to alternative proposals for the Courthouse renovation project. The community surrounding the proposed purchase would also benefit from the stability provided by having an arm of local government occupy the building. The surrounding community could be assured that the real estate would be very well maintained, both inside and out. It is believed that the conduct of the business of the Courts, and the security attendant thereto, would not adversely affect the families living nearby, nor would it adversely affect the conduct of business at the Edith Abbott Memorial Library or other surrounding businesses.

5. Following the completion of the Courthouse renovation project, Hall County may or may not have a continuing use for the real estate acquired under this proposal, but will, in any event, continue to maintain the appearance and physical integrity of the real estate and improvements. In the event that Hall County in the future would decide to divest itself of the real estate, and as part of the current proposal to purchase the real estate, Hall County would offer the City of Grand Island the right of first refusal to reacquire the real estate.

HALL COUNTY BOARD OF SUPERVISORS

By: 
Pamela Lancaster, Chairman

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into this 28th day of January, 2014, by and between the City of Grand Island, Nebraska, ("Seller") and the County of Hall, Nebraska, ("Buyer").

Recitals

WHEREAS, Seller is the owner of the real estate and improvements located at 1306 W. 3rd Street, Grand Island, Nebraska, and legally described as:

Lots Three (3) and Four (4), Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska (the "Property"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, it is agreed by Seller and Buyer as follows:

1. **Transfer of Property**

- 1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth herein.
- 1.2 Purchase Price. The purchase price for the Property shall be SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) payable in full at Closing.
- 1.3 Closing. The Closing shall take place on or before February 14, 2014, at the offices of Grand Island Abstract, Escrow & Title Company in Grand Island, Nebraska.
- 1.4 Title Insurance. Within ten (10) days of execution of this Agreement, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance prepared by Grand Island Abstract, Escrow & Title Company ("Title Company"), which insures marketable title to the Property, subject only to such exceptions as may be acceptable to Buyer ("Permitted Exceptions"). Buyer shall notify Seller of any objections to the title commitment and Seller shall have a reasonable period to cure such objections. If Seller is unable or unwilling to cure any objections, either party may terminate this Agreement without penalty.
- 1.5 Title and Possession. Seller agrees to convey the Property to Buyer at Closing by General Warranty Deed subject to only the Permitted Exceptions, and free and clear of any lease agreement with any third party.

1.6 Taxes, Assessments, and Other Costs. All property taxes and assessments related to the Property for 2013 and all prior years (if any) shall be paid by Seller at or prior to Closing. All property taxes and assessments for the Property for 2014 (if any) shall be prorated to the date of Closing. Any special assessment levied or assessed against the Property prior to Closing shall be paid by Seller. Seller shall pay the transfer tax (if any) which is payable upon the recording of the warranty deed from Seller to Buyer. Buyer shall pay the fee for recording the deed (if any). The Title Company shall close the transaction. The parties shall split the closing costs and fees, including the cost of the owner's title insurance policy.

1.7 Personal Property. Seller shall remove all of its personal property from the Property within sixty (60) days of closing.

2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Organization; Power, Good Standing. Seller is a municipal corporation organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.

2.1.2 Authority Relative to Agreement. This Agreement has been duly approved by the City Council of Seller and executed by its Mayor, and constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.1.3 "AS-IS". Seller is selling the Property "AS-IS", making no representations or warranties concerning the Property of any kind or nature except Seller warrants the following:

A. Its ownership of the Property and the conveyance of marketable title to Buyer at closing.

B. Seller has no knowledge and has received no notice of any violation of applicable occupational safety and health standards established by law or regulation.

C. The Property and its current use are in compliance with all applicable zoning

ordinances.

2.1.4 Inspections. Buyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with applicable occupational safety and health standards established by law or regulation and if Seller declines to make any requested repairs to the Property or comply with any claimed occupational safety or health violations, Buyer may terminate this Agreement without penalty. Seller has no obligation to perform any repairs to the Property.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Organization; Power, Good Standing. Buyer is a political subdivision organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.

2.2.2 Authority Relative to Agreement. This Agreement has been duly approved by the Board of Supervisors of Buyer and executed by its Chairman, and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

3. **Miscellaneous**

3.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

3.2 Risk of Loss. All risk of loss or damage to the Property by fire or other casualty until Closing is assumed by the Seller. In the event of a material loss or damage to the Property the Buyer shall have the right to cancel this Agreement. Seller has no obligation to repair the Property.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

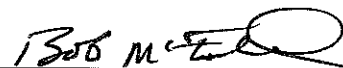
3.4 Further Assurances. Each of the parties hereto, without further consideration, agrees

to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

- 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 3.6 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- 3.7 Survival and Nonmerger. All terms, conditions, representations, and warranties contained in this Agreement shall survive Closing, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.
- 3.8 Default. In the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided.
- 3.9 Assignment. This agreement is not assignable by Buyer without the prior written consent of the Seller.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR ABOVE WRITTEN.

SELLER:
CITY OF GRAND ISLAND, NEBRASKA
BY _____
MAYOR

BUYER:
COUNTY OF HALL, NEBRASKA
BY 
BOB McFARLAND, CHAIRMAN
HALL COUNTY BOARD OF
OF SUPERVISORS

ATTEST:
BY _____
CITY CLERK

ATTEST:
BY 
COUNTY CLERK

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on January ____, 2014, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on January 16, 2014, by Bob McFarland, Chairman of the Hall County Board of Supervisors.



Jill Granere

Notary Public

THIS CONTRACT IS IN DUE FORM ACCORDING TO LAW AND HEREBY APPROVED:

Date: January ____, 2014

Robert Sivick
Grand Island City Attorney

Date: January 16, 2014

Jack Zitterkopf

Jack Zitterkopf
Chief Deputy Hall County Attorney

RESOLUTION 2014-28

WHEREAS, the City of Grand Island owns and is not using a building and real estate (property) located at 1306 West Third Street, Grand Island, Hall County, Nebraska and more particularly described as:

Lots Three (3) and Four (4), Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a Request for Proposals was prepared and published soliciting proposals for the sale and use of the property; and

WHEREAS, a proposal was received from the County of Hall, the terms of which are memorialized in a Purchase Agreement; and

WHEREAS, on January 14, 2014 the Hall County Board of Supervisors acting as the governing body for the County of Hall, approved said Purchase Agreement; and

WHEREAS, the terms of said Purchase Agreement have been negotiated, reviewed, and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City approves the terms of the Purchase Agreement and the Mayor is authorized to execute it on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney