



# City of Grand Island

Tuesday, September 09, 2008

Council Session

## Item F8

**#9188 - Consideration of Sale of Old Fire Station No. 1 Located at  
302 South Pine Street**

Staff Contact: Jim Rowell

# Council Agenda Memo

**From:** Jim Rowell, Fire Chief  
**Meeting:** September 9, 2008  
**Subject:** Sale of Old Fire Station #1  
**Item #'s:** F-8  
**Presenter(s):** Jim Rowell, Fire Chief

## Background

Council declared the old Fire Station #1 at 302 South Pine property as surplus and directed staff to prepare a Request for Proposal for interested buyers. Proposals were received and reviewed.

## Discussion

An advertisement was published for three consecutive weeks allowing the public the opportunity to respond to the disposal of this property.

Fourteen requests for proposals were provided to interested parties of which three submitted proposals. The proposals were reviewed by members of the committee and evaluated for their response to the criteria in the Request for Proposals. Each committee member assigned their own score to the proposals and then the proposals were reviewed in committee. The results were that the most responsive and best offer was from Mr. Hill as Nebraska Professional Services Inc.

The process then moved to negotiating the best possible agreement with the offerer of the best proposal. The objective being to increase the value of the offer to the community. The property where the fire station is located is comprised of four lots and the fire station stands on two of those lots therefore the buyer of the station would need only the two lots on which it stands which is lots 12 and 13. By separating the two lots from the remaining two lots the city can dispose of the remaining lots at a future time in a manner not yet determined. In order to separate the properties, the steel skeleton structure known as the training tower will have to be removed. This tower sets on two adjoining lots, numbers 11 and 12. Lot 12 is a part of the property that is being proposed to sell while lot 11 will be held along with Lot 10 for disposal at a future date. The disposal of the tower is proposed to be accomplished by the fire department by demolition using fire department

equipment. The department will gain valuable experience training on the use of that equipment. A period of six months is specified in the agreement to allow for the removal of the tower.

The original dollar offer was increased by \$5,000.00 making it \$70,000.00. The land being sold was reduced by half to two lots allowing future benefit from the disposal of that property.

The committee believes this to be the best offer and recommends approval.

### **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 agreement for the sale of the property at 302 South Pine to David C. Hill from Grand Island, Nebraska in the amount of \$70,000.00.

### **Sample Motion**

Move to approve the agreement to sell the property at 302 South Pine known as old Fire Station #1 to David C. Hill from Grand Island, Nebraska in the amount of \$70,000.00.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
SALE OF OLD FIRE STATION NO. 1**

**RFP DUE DATE:** February 28, 2008 at 4:00 p.m.  
**DEPARTMENT:** Fire  
**PUBLICATION DATE:** January 17, 2008  
**NO. POTENTIAL BIDDERS:** 15

**SUMMARY OF PROPOSALS RECEIVED**

**Brian L. Schwartz**  
Grand Island NE

**David Hill Nebraska Professional Services**  
Grand Island, NE

**Retzler Development Group, LLC**  
Grand Island NE

cc: Jim Rowell, Fire Chief  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Chris Hoffman, Fire Admin. Assist.  
David Springer, Finance Director  
Wes Nespore, Assist. City Attorney

**P1225**

## **AGREEMENT FOR SALE OF REAL ESTATE**

**THIS AGREEMENT** is made between the City of Grand Island, Nebraska, hereinafter called SELLER, and David C. Hill, hereinafter called the BUYER.

1. **Description**. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following real property:

Lots Twelve and Thirteen (12 & 13) of Campbell's Subdivision in the City Of Grand Island, Hall County, Nebraska.

2. **Default**. It is agreed that if the Buyers default in the payments or in the performance of any other terms of this contract for a period of thirty (30) days after any of the payments are due, the Seller may take any action, including specific performance, afforded to the Seller under Nebraska Law.

3. **Consideration**. The Buyers agree to pay the sum of \$70,000.00 at closing which shall be held within 30 days after the remonstrance period.

4. **Warranty of Real Improvements**. The Buyer acknowledges that Buyer has made a full and complete inspection of all real improvements, including residence, if any, and have received from the Seller all information and data pertaining thereto which the Buyer desires or require. The Buyer acknowledges that neither the Seller nor anyone acting on behalf of the Seller has made any representation with respect to the real improvements including the premises, the physical condition of the real improvements or the state of repair or maintenance. The Buyer acknowledges that Buyer is not relying on any statement or representation with respect to any real improvements other than those obtained by the Buyer from sources other than the Sellers or any one acting on behalf of the Seller. Buyer agrees to accept the real improvements "as is" and in the real improvements' present condition and state of repair. The Buyer acknowledges that the Seller is making no warranties, express or implied, with respect to the conditions of the premises. The Buyer agrees that, except if specifically provided, the Seller is not liable or bound in any manner by express warranties pertaining to any real improvements on the real estate, including the residence. This purchase agreement includes all prior negotiations, conversations, understanding and agreements between the parties, oral or written, which are all merged in this agreement. The Seller has previously disclosed the presence of asbestos in the building

5. **Abstract or Title Insurance**. Title insurance shall be provided and shall be paid 50% by seller and 50% plus lender's coverage and riders by the buyer.

6. **Type of Title**. The Seller will execute and convey a Warranty Deed. The Grantee in the Deed is hereby specified by Buyer as follows:

David C. Hill.

7. **Taxes.** The City was exempt from ad valorem taxes.
8. **Possession - Closing.** Possession of the real property will be given the Buyer by the Seller at closing of the transaction.
9. **Title.** Title to the real property and any personal property conveyed will remain in Seller until closing.
10. **Transfer Tax.** The Seller agrees to pay any transfer tax as required by the State of Nebraska on the purchase price at the time of closing.
11. **Liens and encumbrances.** All parties agree to keep the property described free from any liens and encumbrances unless otherwise stated.
12. **Assignment.** The Buyer may not sell or assign this contract without the written consent of the Seller except that the title being conveyed may be placed in a partnership or a corporation formed by the Buyer, not to include any other parties except the Buyer or his spouse.
13. **Insurance.** Insurance will be maintained for fire and extended coverage on the improvements until closing.
14. **Training tower.** Seller reserves a right of ingress and egress over the property conveyed for the purpose of dismantling and removing the training tower located partially upon lot 12. The right of ingress and egress will be for six months from the date of closing during which period the tower (except slab and foundation) will be removed by the City. It is understood that the tower is not included in the sale of this real estate. Any bolts or anchors will be cut off flush with the slab or foundation after the tower is removed but the slab and foundation will not be removed by the City. The City agrees to hold buyer harmless from any claims of third parties for injuries arising out of the presence of the tower prior to its removal.
15. **Water, Sewer, Zoning and Survey.** The property and real improvements are sold and conveyed subject to the following matters which shall not constitute objections to title and will be permitted exceptions.
  - A. All zoning and building laws, ordinances and regulations of state, local and federal authorities having jurisdiction which effect the improvements and the use of the improvements, including private water sources; private septic tanks either in lands in the county or within city or village limits.
  - B. Any stated facts or conditions an accurate survey or personal inspection made of the premises at the time of closing would disclose, including any leasehold rights and including easements of record or easily visible or known to the Buyer.
16. **Lease.** The property is not currently subject to a lease.
17. **Covenants.** It is mutually agreed that all of the covenants contained shall extend

to and be obligatory upon the heirs, personal representatives and assigns of the parties.

18. **Allocation of Expenses of Sale.** The parties agree that the expenses of closing the sale transaction shall be allocated as follows:

Buyer is responsible for the cost of recording the deed and a portion of title insurance expenses as set forth in paragraph 5. Those payments will be made directly to the Register of deeds and the title insurance company. Each party will pay its own attorneys' fees.

19. **Remonstrance.** The sale of real estate by the City is subject to the citizens' right of remonstrance. In the event of remonstrance, this agreement shall become void and neither party shall be entitled to damages from the other.

20. **FUNDS AT CLOSING. STATE LAW NOW REQUIRES BUYER AND SELLER TO REMIT PURCHASE PRICE AND CLOSING COSTS BY GOOD FUNDS ONLY. THIS MEANS THAT ALL FUNDS NEEDED AT CLOSING MUST BE IN THE FORM OF A CASHIER'S CHECK, MONEY ORDER, CASH OR CERTIFIED BANK DRAFT. PERSONAL CHECKS WILL NOT BE ACCEPTED AT CLOSING AND WILL RESULT IN THE DELAY OF CLOSING.**

**IN WITNESS WHEREOF** the parties have hereunto executed this agreement in duplicate original counterparts on the dates as shown by their respective signatures.

The City of Grand Island, Nebraska

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

\_\_\_\_\_  
Margaret Hornady, Mayor

David C. Hill.

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

\_\_\_\_\_  
David C. Hill

STATE OF NEBRASKA  
                                  ss:  
COUNTY OF HALL

Before me, a notary public duly qualified for said county, personally came Margaret Hornady, Mayor of Grand Island, Nebraska, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act on behalf of the City of Grand Island.

Witness my hand and notary seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA

ss:

COUNTY OF HALL

Before me, a notary public duly qualified for said county, personally came David C. Hill, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act.

Witness my hand and notary seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public



REAL ESTATE CONTRACT SUPPLEMENTAL INFORMATION

SELLER:

Name(s): \_\_\_\_\_ ( ) Single  
\_\_\_\_\_ ( ) Husband & Wife

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Day  
\_\_\_\_\_ Evening

SSN: \_\_\_\_\_ SSN: \_\_\_\_\_

BUYER:

Name(s): \_\_\_\_\_ ( ) Single  
\_\_\_\_\_ ( ) Husband & Wife  
(Names in which Title to be taken) ( ) JT WROS  
( ) Ten. in Common

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Day  
\_\_\_\_\_ Evening

SSN: \_\_\_\_\_ SSN: \_\_\_\_\_

LENDER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

( ) Abstract ( ) Title Ins. (Coverage Amt.)  
( ) Owner's \$ \_\_\_\_\_ ( ) Lender's \$ \_\_\_\_\_

ORDINANCE NO. 9188

An ordinance directing and authorizing the sale of real estate to David C. Hill; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island, Nebraska, will convey to David C. Hill. a tract of land legally described as:

Lots Twelve and Thirteen (12 & 13) of Campbell's Subdivision to the City of Grand Island, Hall County, Nebraska

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of Seventy Thousand and No/100 Dollars (\$70,000.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

ORDINANCE NO. 9188 (Cont.)

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to David C. Hill a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 9, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk