



City of Grand Island

Tuesday, September 23, 2008

Council Session

Item E4

Public Hearing on Acquisition of Approximately 6.8 Acres of Real Estate for Future Park Development Located Immediately North of the 3700 Block of Norseman Avenue (Niedfelt Property Management, LLC)

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: September 23, 2008

Subject: Acquisition of Real Estate from Niedfelt Property Management LLC for Future Park Development

Item #'s: E-4 & G-8

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The Park and Recreation Department has an obligation to the citizens of Grand Island to provide quality and accessible parks for their use. Over the years the City has provided Parks for its citizens throughout the community. With the population growth to the west of Highway 281 it has become time to serve these new residents with accessible park land as well. In 1996 a Park and Recreation Master Plan was developed, in this plan was a discussion regarding the need for the development of new parks as new areas of the City developed (see attachments).

Discussion

The Park and Recreation Department has been searching for land for Park development west of the Hwy 281 corridor for several years. Niedfelt Property Management LLC has started a housing development called Sterling Estates west of Hwy 281 and between Capital and State Streets. Within this development, plans have been made for the development of a neighborhood Park. This approximately 6.8 acre parcel is located in an area that is identified by the Park Master Plan as a desired location for a neighborhood park. The Park will also provide access to a hike/bike trail that is currently competing for grant funding, to be constructed just east of the subdivision (see subdivision drawing). The negotiated price for the land in question is \$13,000.00 per acre. This amount is consistent with recent real estate sales of neighboring properties. The price also includes the earthwork necessary to develop the park. Actual development of the Park will take several years as funds will need to be budgeted to develop it. Park development should take place as the subdivision develops around it.

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 purchase of land from Niedfelt Property Management LLC.

Sample Motion

Move to enter into a purchase agreement with Niedfelt Property LLC for the purchase of land for future Park development.

THE DISTRIBUTION OF PARKS SERVICE AREAS

Having determined that the amount of park acreage is generally adequate, at least for current needs, the second question is, "Are the parks located so as to be accessible to each neighborhood and the population in general?"

By superimposing a service radius of each park type we can see whether portions of the City fall outside the resulting coverage areas.* As can be seen from the following maps, the Community Parks provide reasonably good coverage of the developed portions of the City. With regard to Neighborhood Parks, the distribution is not as complete — there are areas of overlap and other areas with low accessibility to Neighborhood parks.

School playgrounds often serve as neighborhood parks, too, insofar as play equipment and play fields or open turf are available to the public. In Grand Island, the school facilities have not been designed with neighborhood functions in mind, and therefore in some cases the facilities are not of comparable quality to that of the City's parks. Nevertheless, in many areas school grounds are the only available resource for neighborhood park facilities.

Similarly, many detention cells fulfill at least the playground and open turf functions of neighborhood parks. Since they have fewer facilities, and serve a younger age, people will not walk as far to use them and they are presumed to have a smaller service area. Nevertheless, they do serve a *partial* neighborhood park function.

A second neighborhood map is included that illustrates the neighborhood park coverage that would result if school facilities and detention cell mini-parks are included.

Therefore, even though today's population is reasonably well-served with park *acreage*, to provide parks *convenient* to all neighborhoods and meet the needs of future growth will require creative use of all of the City's resources, including:

- Utilization and upgrading of the many small, City-owned parcels (including detention cells) scattered throughout the community
- Capture all possible land through land dedication as new developments are subdivided
- Cooperative improvement of public school lands
- Where possible, and when other remedies are not available, purchase vacant land for parks

*Since District Parks serve the whole City, the service areas have not been mapped.

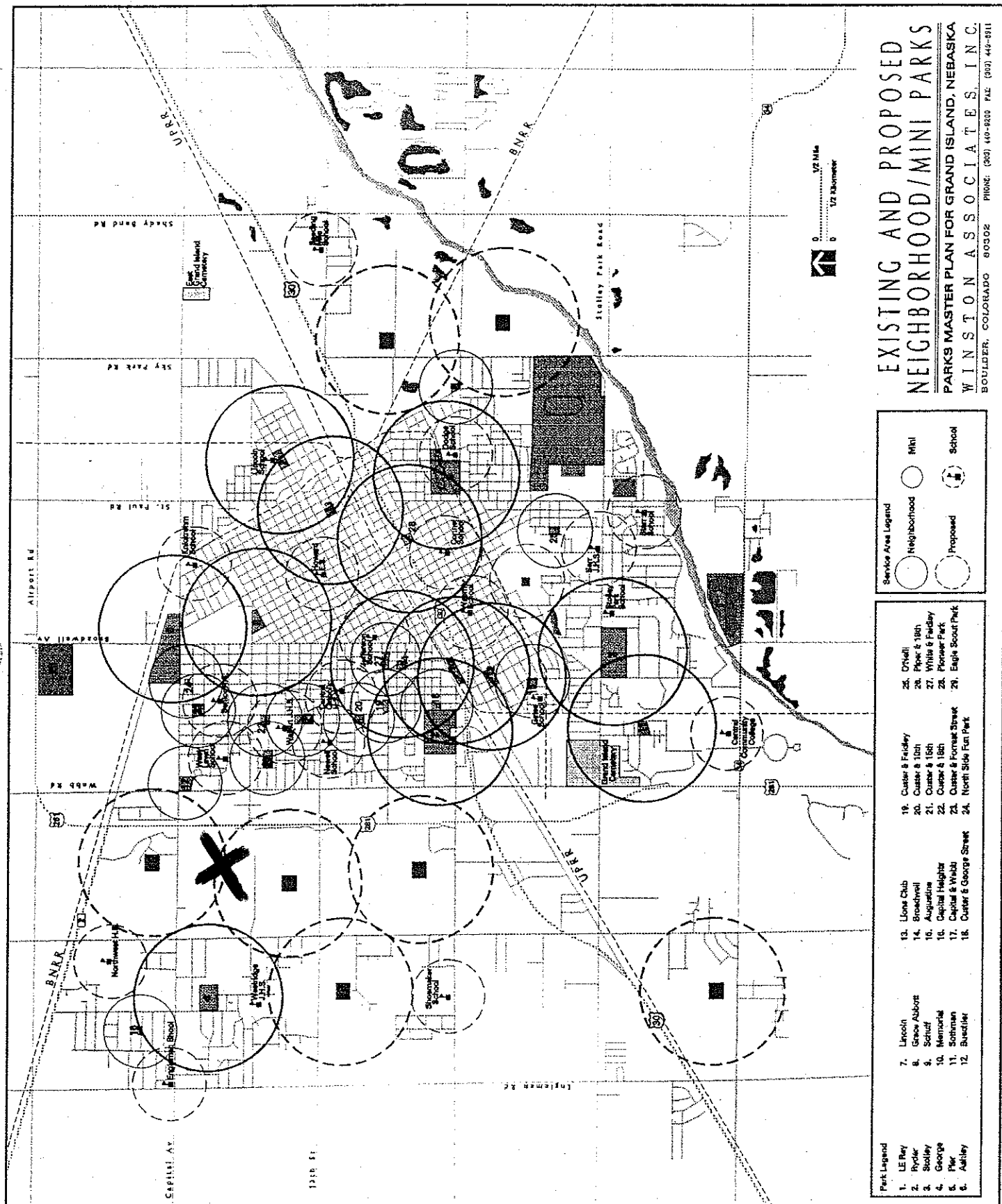


Figure 83: Map of Existing and Proposed Neighborhood/Mini Parks

X - PROPOSED PURCHASE

Trail Constructed
By City Completion
Dated December 2008

New Park/Subdivision
Development

Trail to be
Constructed with
This Grant Funding

Existing
State St./ Shoemaker Trail



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is made by and between Niedfelt Property Management, LLC, as Seller, and the City of Grand Island, as Buyer.

The Property to be purchased is a tract of land of approximately 6.8 acres located in Center Township in Hall County and described as;
A portion of the Northwest Quarter (NW ¼) of Section 12, Township 11 North, Range 10 West in Hall County, NE, described as:

Outlot "A" Future Park; a strip of Block 9 between Lots 20 & 21; and a strip between Block 8 Lot 26 & Block 10 Lot 26
(See attached preliminary plat)

1. Buyer agrees to pay **Thirteen thousand dollars and no cents (\$13,000.00) per acre**, on the following terms: Balance to be paid in full with certified funds **at closing**.

2. The above price to include the following personal property: **None**

3. In the event any contingency to this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions hereof, Buyer may elect to waive the specific contingency by written notice of such waiver to Seller. In the event Buyer does not waive the contingency, the contract resulting from Seller's acceptance hereof shall be deemed null and void and the earnest money deposit shall be returned to Buyer.

4. This document constitutes an offer to sell the Property. In the event this offer is not accepted by Buyers on or before _____ at **5:00 o'clock p.m.**, this offer shall be deemed revoked and the deposit shall be refunded to Buyer. In the event this offer is accepted, this contract shall close on _____, or earlier date by mutual agreement. Closing of the sale may be handled by an escrow agent to achieve an insured Closing. Closing costs charged by the escrow agent for an Insured Closing shall be paid **50/50 by Seller and Buyer**.

5. Seller shall deliver to Buyer at closing, a Warranty Deed conveying marketable title warranting the Property to be free and clear of all liens, mortgages, encumbrances, and other restrictions, except for covenants and easements of record, current real estate taxes not yet due and payable, and the following encumbrances: **Liens, easements and restrictions of record**.

Seller shall deliver to Buyer at closing, a Bill of Sale warranting all personal property to be free and clear of mortgages, security interest, agreements, liens, encumbrances, and charges of any kind except the following: **None**.

6. As soon as reasonably possible following the acceptance of this offer, Seller shall furnish to Buyer a preliminary title commitment covering the Property. Buyer shall have 10 days after receipt of said preliminary title commitment within which to notify Seller, in writing of Buyer's disapproval of any exceptions shown in the preliminary title commitment. In event of such disapproval, Seller shall have until closing to cure any disapproved exceptions from the policy of title insurance to be issued in favor of Buyer. In the event Seller is unable to remove any disapproved exception this agreement may be terminated in writing at Buyer's option. If terminated by Buyer, all monies or deposits paid by Buyer shall be refunded and there shall be no further obligation of either party. The failure of Buyer to disapprove title within the above time limits shall be deemed an approval of the quality of title reflected in the preliminary title commitment with exceptions.

7. Seller shall provide Buyer with a standard coverage owner's policy of title insurance for each parcel conveyed, insuring title to the Property to Buyer in the amount of the selling price, less the value allocated to personal property. Cost of said title insurance to be paid **50/50 by Seller and Buyer**.

8. Possession of the Property shall be delivered to Buyer **on Closing**, subject to the following leases and tenancies: **None**.

9. Real estate taxes for calendar year 2008 which are due in April 2009 and August 2009 shall be paid by the Buyer and the Seller on a prorated basis based on the number of days before and after the closing date in the calendar year..

10. The risk of loss to the Property shall remain with Seller to and including the date of closing.

11. If Seller defaults under this agreement, Buyer shall be entitled to such remedies as Buyer may have at law or equity including the right to specific performance. If Buyer defaults under this agreement, Seller shall have the right to cancel this agreement.

12. Buyer acknowledges that he/she has inspected the subject property and has relied solely upon his/her own judgment. Buyer and Seller each acknowledge that this agreement, when signed, becomes a **LEGALLY BINDING CONTRACT**.

13. If any provision of this agreement is declared void or unenforceable, such provisions shall be deemed severed from this agreement, which shall otherwise remain in full force and effect. This agreement may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one in the same instrument and each of said counterparts shall be deemed an original hereof.

14. This agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder by assignment to another party without the express written consent of the other party.

By: _____ Date _____