



City of Grand Island

Tuesday, February 28, 2012

Council Session

Item G8

**#2012-46 - Approving Lease Agreement with the Hall County
Historical Society Regarding the Stolley Campus**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: February 28, 2012

Subject: Stolley House Memorandum of Understanding

Item #'s: G-8

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

Background

The Stolley house has been managed under a Memorandum of Understanding (MOU) with the Hall County Historical Society for the past 10 years. The current MOU is set to expire and a new MOU is being presented to you to continue with this arrangement.

Discussion

The MOU is basically a continuation of the previous MOU, two significant items that have been added to the proposed MOU include an aerial photo of the area showing a delineation of the area impacted by the MOU and a statement regarding an annual fee of \$1,000.00 payable to the City to offset utility costs associated with the house.

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 MOU for the management and maintenance of the Stolley House.

Sample Motion

Move to approve the MOU.

MEMORANDUM OF UNDERSTANDING
Preservation and occupancy of Stolley House

THIS MEMORANDUM OF UNDERSTANDING (MOU) is approved and executed on this 24th day of January, 2012, by the City of Grand Island, Nebraska, a Municipal Corporation (City) and the Half County Historical Society (Society).

1. **PROJECT DESCRIPTION.** The purpose of this MOU is to generally state the terms, conditions and commitments of the respective parties in considering the possible renovation, repair and occupancy of the historic Stolley House, located in Stolley Park, including the interior and exterior renovation and maintenance of the building and grounds. The log cabin may be used jointly by the City parks department and the Society for storage. Attached as Exhibit A, building and grounds aerial view.

2. **RENT.** Society agrees to rent the Stolley House for ten (10) years, 2012 through 2022, the rent shall be the sum of Ten Dollars (\$10.00) for the term of this agreement, which shall be due and payable on January 31, 2012. After the primary term of this lease it shall renew automatically on an annual basis. This lease may be terminated by either of the parties hereto upon sixty (60) days written notice. Society will not sublet the premises without the consent of the City, and then, only for single day events. The following restrictions apply to subletting the premises for single day events: 1. Must be non-profit social or civic group functions limited to 30 persons or less. 2. Functions serving meals shall be limited to twice monthly with a maximum of 20 persons or less. 3. For life safety concerns, no meeting or dining events shall be allowed on the second floor and at no time shall any exterior doors be blocked or exiting restricted.

3. **MAINTENANCE AND REPAIR.** The Society shall furnish and maintain the interior of the house in a condition that resembles the building's appearance as originally constructed wherever possible. The City Parks and Recreation Director, or designee, shall be consulted about maintenance and renovation done to the premises by the Society. The City shall be consulted and approve any repair, maintenance or renovation of the structure and/or grounds. The City shall do all grounds maintenance, including mowing and gardening, which shall be comparable to standard park operations at any time, but excluding repair and renovation which shall be handled by the financing provided in paragraph number 6 below.

4. **INSURANCE.** The City shall be responsible for insuring the house. The Society shall be responsible for insuring the contents.

5. **UTILITIES.** The Society shall be responsible for an annual payment of one-thousand dollars (\$1,000.00) for utility costs, which will be due on January 31, 2013.

6. **FINANCING.** Four Nebraska State Historical Society Foundation funds have been established to provide funds for the repair, maintenance, and renovations of the Stolley House and campus, The Grace Carmody Fund for the William Stolley House, The Lillian F. Lappe Fund for the William Stolley House, The Richard Stolley Palmer fund for the William Stolley House, and the Stolley House-Hall County Historical society fund, and the funds from

each respective fund shall be utilized in accordance with the parameters of each fund for the repair, maintenance, and renovations.

7. **ENTIRE AGREEMENT.** The parties acknowledge and agree that this MOU constitutes the entire agreement between the parties, notwithstanding any other written or verbal agreements, communications or documents to the contrary.

8. **CHOICE OF LAWS.** This MOU shall be governed by the laws of the United States and the State of Nebraska and the ordinances of the City of Grand Island.

9. **WARRANTIES AND REPRESENTATIONS.** The parties acknowledge and agree that the City and Society have not made any warranties or representations concerning this property located in Stolley Park, Grand Island, Hall County, Nebraska; and that neither party has acted in reliance upon any alleged warranty or representations by the other party. Irrespective of any such warranty or representation, the respective parties acknowledge and agree that each may rely only upon such information as is developed and verified by the relying party.

10. **NOTICES.** All notices issued in furtherance of this MOU shall be in writing and sent to the other party by first class, U.S. mail, postage prepaid, to the following addresses:

City of Grand Island
Attn: Steve Paustian, Parks & Recreation Director
P.O. Box 1968
Grand Island, Nebraska 68802-1968

Hall County Historical Society
P.O. Box 1683
Grand Island, Nebraska 68801

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
RaNae Edwards, City Clerk Jay Vavricek, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2012- _____

HALL COUNTY HISTORICAL SOCIETY,

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

By: 
President

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 24th day of January, 2012, by Fred E. Rose, on behalf of the Hall County Historical Society.




Notary Public



EXHIBIT "A"

1 inch = 100 feet



RESOLUTION 2012-46

WHEREAS, for the past ten years, the City of Grand Island has been working with the Hall County Historical Society to renovate, repair and occupy the historic Stolley House and campus located in Stolley Park; and

WHEREAS, it is recommended that the terms, conditions, and responsibilities of each party be set out in a Memorandum of Understanding in order to continue with the renovation, repair and occupancy of such buildings and campus; and

WHEREAS, a proposed Memorandum of Understanding has been prepared by the City Attorney, and

WHEREAS, it is recommended that such Memorandum of Understanding be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding by and between the City and the Hall County Historical Society for the renovation, repair and occupancy of the historic Stolley House and campus including the interior and exterior renovation and maintenance of the buildings and grounds is hereby approved.

BE IT FUTHER 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, February 28, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk