
City of Grand Island

Item I1

#2001-336 Approving Grand Island Public Library Expansion Project, Phase II-Agreement for Cost Share Between City and Foundation

During the study session of the Mayor and City Council on Tuesday, November 27, 2001, council members indicated that a financial contribution toward the Grand Island Public Library Expansion Project Phase II from the Grand Island Public Library Foundation, Inc., would be appropriate. Library Board President Jerry Bryant indicated that this was likely to be acceptable to the Foundation. The project cost including professional fees was preliminarily estimated to cost approximately \$100,000.00.

The City Attorney's Office drafted an agreement between the City and the Foundation providing that the Foundation would pay 25% of the costs of the project, up to but not exceeding \$25,000.00. The funds of the Foundation are to be allocated to the project costs including professional fees and services and equipment in consideration of a policy of the Foundation to not pay for "bricks and mortar". The Foundation's contribution would be paid to the City in three equal installments with one-third paid following approval and authorization to proceed with the project, the second installment at the mid-point of the project and the balance following the issuance of the Certificate of Substantial Completion by the project architect. It is our recommendation to approve the agreement between the City of Grand Island and the Grand Island Public Library Foundation, Inc., as drafted.



Tuesday, December 04, 2001

Council Session

RESOLUTION 2001-336

WHEREAS, The Edith Abbott Memorial Library has begun to finalize plans for funding the Grand Island Public Library Expansion Project, Phase II; and

WHEREAS, due to limited funding, it has been recommended that the Phase II expansion work be restricted to short-term improvements as outlined below, with an estimated total project cost of approximately \$100,000:

- Remodel the current conference room into a combination of office space for the assistant director and workroom space to alleviate current staff workspace congestion.
- Create an enclosed computer lab (with space for six students and one instructor) in the reference section to maintain the library's computer class services that have been conducted in the conference room.
- Create an enclosed small study room in the reference section with space for six to eight people.
- Divide the current meeting room into two spaces with the addition of a modular partition.
- Other minor improvements to fully utilize the current library facility,

WHEREAS, the Grand Island Public Library Foundation, Inc., a non-profit corporation, will contribute 25% of the project costs, not to exceed \$25,000; and

WHEREAS, an agreement setting out the terms and conditions under which the library foundation will participate financially in such expansion project has been prepared; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement by and between the City of Grand Island, a municipal corporation, and The Grand Island Public Library Foundation, Inc., a non-profit corporation, setting out terms for financial participation in the Grand Island Public Library Expansion Project, Phase II by the Library Foundation is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska on December 4, 2001.

Approved as to Form ? _____ November 30, 2001 ? City Attorney
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RaNae Edwards, City Clerk

Approved as to Form ? _____
November 30, 2001 ? City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of December, 2001, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, A Municipal Corporation, hereinafter referred to as "City", and **THE GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC.**, A Non-Profit Corporation, hereinafter referred to as "Foundation".

1. **Statement of Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Foundation will participate financially in the Grand Island Public Library Expansion Project, Phase II, by reimbursing the City in the amount of 25% of the project costs, not to exceed \$25,000.00.

2. **Project Cost Estimates and Parties' Shares.** The parties acknowledge that the preliminary cost estimates for the Grand Island Public Library Expansion Project, Phase II, is approximately \$100,000.00. The Foundation hereby agrees to pay 25% of the costs of the project up to but not exceeding \$25,000.00. The share of the Foundation shall be paid to the City in three equal payments, 33 1/3% following approval and authorization of the Mayor and City Council to proceed with Phase II of the project, 33 1/3% at the mid point of the project, and the balance following issuance of the Certificate of Substantial Completion by the project architect. The funds of the foundation shall be allocated for that portion of the project cost which are professional fees and services and equipment.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and Foundation, notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By:_____
Ken Gnadt, Mayor

**THE GRAND ISLAND PUBLIC LIBRARY
FOUNDATION, INC.,**
A Nebraska Non-Profit Corporation,

By:_____
Duane A. Burns, President

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by KEN GNADT, Mayor of the City of Grand Island, A Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by DUANE A. BURNS, President of The Grand Island Public Library Foundation, Inc., a Non-Profit Corporation, on behalf of the corporation.

Notary Public