



City of Grand Island

Tuesday, November 26, 2002

Joint Mtg/Council Session

Item I4

#2002-369 - Approving Contract with Central Nebraska Humane Society for Stolley Park Holiday Lighting Display

The City Attorney's office has prepared a contract for use of Stolley Park by the Central Nebraska Humane Society. Contract verbiage was developed based on Council input at the November 19th study session. The contract allows for the Society to use Stolley Park for its Holiday Lighting fund raiser. Approval is recommended.

Staff Contact: Steve Paustian

DISPLAY AGREEMENT

On the terms and subject to the conditions of this Agreement, the Central Nebraska Humane Society shall have permission to use the drive through Stolley Park, owned by the City of Grand Island from the date of November _____, through December 23, of each year beginning in 2003 through the year 2008, for the purpose of displaying holiday lights.

The City of Grand Island agrees to allow the Central Nebraska Humane Society to use the holiday light display for fund raising purposes. From the hours of 6:00 p.m. to 9:00 p.m., the Central Nebraska Humane Society shall be allowed to charge an admission fee of \$5.00 per vehicle to drive through the light display and also shall allow free pedestrian access to view the light display during these hours.

The Central Nebraska Humane Society shall furnish the display materials and all electrical junction boxes and equipment necessary to hook up the displays to the electrical power available at Stolley Park, said junction boxes and all electrical displays, shall satisfactorily pass the city requirements for displays of this type.

The Central Nebraska Humane Society shall be responsible for payment of all electricity used by the lighting displays.

The Central Nebraska Humane Society shall be granted permission to use the Sweet Shop currently located at Stolley Park, for purposes of having in it displays, educational and informational material concerning the mission of the Central Nebraska Humane Society as well as providing Santa Claus pictures to be taken in the Sweet Shop. Refreshments are also allowed to be served at the Sweet Shop, with the Central Nebraska Humane Society being responsible for all clean up of the Sweet Shop daily during the use of the Sweet Shop for the display presentation.

The City shall make no claim to ownership or interest in any of the lighting displays that will be erected by the Central Nebraska Humane Society at Stolley Park.

The Central Nebraska Humane Society shall make arrangements for traffic control with the City of Grand Island prior to commencing the display.

The Central Nebraska Humane Society shall have on site a sufficient number of volunteers to safely allow for the flow of traffic through the lighting display during the lighting display hours and a sufficient number of volunteers to provide for safety of the display during the daytime hours.

Any loss of or damage to the displays, or use of the displays, shall be at the sole risk of the Central Nebraska Humane Society.

The Central Nebraska Humane Society during the periods of time in which the display material shall be at Stolley Park, shall provide to the City of Grand Island proof of having

insurance in place, which insures the display against fire, theft, damage or destruction and against such other risks and in such amounts as the City may reasonably require. The Central Nebraska Humane Society shall also have in force at all times a public liability insurance at its own cost and expense, giving protection to the extent of a minimum of \$500,000.00 in the event of death or injury to any one individual, and \$3,000,000.00 in the event of injury or death to more than one individual, if such death or injury arises in connection with the program or events at which the displays are used, and the Central Nebraska Humane Society shall include as an additional insured, the City of Grand Island on all such insurance. Such insurance shall be placed with an insurance company approved by the City of Grand Island and shall provide that the insurance company will give the City of Grand Island thirty (30) days written notice before the policy may be altered or canceled. The Central Nebraska Humane Society shall deliver a proof of insurance policy or certificate of insurance to the City of Grand Island prior to the erection of any lighting display. The Central Nebraska Humane Society shall indemnify, defend and hold the City of Grand Island harmless from and against any and all loss, damage, cost or expense to the displays or for any other liability not compensated for by insurance.

During the entire term of the display, for which the Central Nebraska Humane Society shall be allowed use of the park, the Central Nebraska Humane Society shall maintain and keep in good repair, all of the lighting displays.

The lighting displays to be used by the Central Nebraska Humane Society shall not be of a religious nature.

This Agreement or any rights hereunder may not be assigned or otherwise transferred by the Central Nebraska Humane Society and shall not inure to the benefit of any other party without prior written consent of the City of Grand Island.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Should either party desire to end this lighting display agreement, either party shall have the absolute right upon six (6) months notification prior to November 1st of each year, to cancel said agreement.

CENTRAL NEBRASKA HUMANE SOCIETY

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

RESOLUTION 2002-369

WHEREAS, the Central Nebraska Humane Society has requested the use of a portion of Stolley Park to provide a light display as an annual fund raiser for the organization; and

WHEREAS, it is intended that the light display would be from 6 to 9 p.m. each evening beginning the weekend after Thanksgiving and would continue until December 23 each year starting next year; and

WHEREAS, the Humane Society would charge for vehicular traffic to view the light display, would sell concessions and would offer pet photo sittings with Santa; and

WHEREAS, the Humane Society will pay for electrical junction boxes to hook into existing park transformers, and will pay for all electricity to run the light display; and

WHEREAS, an agreement for the use of Stolley Park for such light display fund raiser has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Central Nebraska Humane Society is hereby authorized to use a portion of Stolley Park to provide a light display as an annual fund raiser for the organization.

BE IT FURTHER RESOLVED, that the Agreement by and between the City and the Central Nebraska Humane Society for such project is hereby approved; and 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 on November 26, 2002.

RaNae Edwards, City Clerk

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| Approved as to Form ? _____ November 21, 2002 ? City Attorney |
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