

Light Pole only
Flag/Banner
Attachment
License Agreement
Between

The City of Grand Island

&

Grand Island HomeTown
Heroes

LICENSE AGREEMENT

THIS AGREEMENT, made as of April 9, 2024, between the City of Grand Island, hereinafter called Licensor, and Grand Island HomeTown Heroes, hereinafter called Licensee.

WITNESSETH

WHEREAS, Licensee provides Flag and/or Banner in the territory in which Licensor provides street light poles.

WHEREAS, Licensor owns, operates, or maintains all light poles to be used jointly by the parties.

WHEREAS, Licensor light poles do not have any utility or third party service lines attached.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's light poles.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

(A) Licensor's "poles" means streetlight poles which do not accommodate a traffic signal, electrical distribution or any other services that are owned, operated, or maintained by Licensor or any third party.

(B) "Attachments" means all necessary hardware to attach the flag or banner to the streetlight pole. All attachments shall be made with proper hardware and shall only be attached with non-corrosive clamps or brackets to the streetlight poles. (ie. Non-corrosive metal, plastic or rubber attachment. No drilling or cutting into pole.)

(C) "Banner" means a display made of durable material that is attached to the streetlight pole at the top and bottom using banner arms. If fabric is used, it may be made of marine grade fabrics, resistant to ultraviolet rays, mold and mildew. Each banner shall have reinforced hems and grommets.

(D) "Flag" means a piece of durable material that is attached on one edge. Each flag shall have reinforced hems and grommets.

ARTICLE II

SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of Exhibit A, Appendix 1, and Appendix 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the

attachment of Licensee's banner/flag to Licensor's poles within the territory in which both parties now or hereafter operate.

(B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

ARTICLE III

FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of One (1) year from the date of this Agreement and at the end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than

sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

(D) Fees may be waived or reduced at the sole discretion of the City Council, if it is determined that no city resources are necessary to facilitate the installation of, or maintenance of, any items attached to the poles.

(1) If fees are waived or reduced, in consideration of said waiver or reduction, Licensee acknowledges the City or its designee may remove the attached item for any reason, or for no reason at all, and the Licensee is not entitled to any advanced notice or right of protest and Licensee agrees to hold the City harmless for its decision making. Items removed at the City's discretion will be returned to the Licensee as soon as practicable.

ARTICLE IV

LEGAL AUTHORITY

(A) The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE V

ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating

to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

ARTICLE VI

POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments or has existing attachments is inadequate or needs replaced for any reason the Licensor deems appropriate. The Licensees attachments shall be transferred to the new pole if the new pole arrangement remains compatible with banner/flag mounting requirements.

(C) Should Licensor need for its own service requirements the space occupied

by Licensee's attachments on any of Licensor's poles, Licensee will be notified that it shall surrender its license for that pole.

(D) When Licensor receives multiple applications for attachment to any pole, appropriate action will be determined on a case-by-case basis. Priority will be given in a first come first serve basis.

ARTICLE VII

MAINTENANCE OF BANNER/FLAG

(A) Licensee shall, at its own expense, maintain banner/flag. Replacement of the banner/flag if it is damaged or became disconnected from the pole shall be the responsibility of the Licensee.

(B) The Licensor reserves the right to remove any banner/flag that may be improperly mounted or damaged that may be a risk to public safety, solely at the discretion of the City.

ARTICLE VIII

TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its banner/flag at once from the affected pole or poles at Licensee's expense.

(B) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee surrenders its license for a pole but fails to remove its facilities from that pole, Licensor

shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's banner/flag shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensor shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's sole judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

(D) Licensor shall have the right to terminate and License agreement if its authority to grant licenses is modified or restricted by changes in Federal, State, or Local law, ordinance or regulation or if the City's licensing scheme is superseded by other law, ordinance, or regulation.

ARTICLE IX

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensor reserves the right to make periodic inspections of any part of the

facilities of Licensee on its poles, and Licensee shall be responsible for correcting any conditions deemed un-acceptable by the Licensor. Inspections will be made after initial installation of banner/flag and/or banner/flag hardware, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) In the event a banner/flag authorized by this agreement is inadvertently installed on the wrong pole, Licensor may, at its discretion, (1) require Licensee to remove the banner/flag at their expense, (2) require Licensee to submit an amended license agreement covering the additional pole, or (3) remove the banner/flag and terminate this License Agreement. In the event the Licensor elects, at their sole discretion, to allow the Licensee to submit an amended license agreement covering the additional pole, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter, and the fee, at the appropriate rate as shown in APENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith

ARTICLE X

LIABILITY AND DAMAGES

(A) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and shall make an immediate report to the owner of facilities so damaged; and Licensee assumes all responsibility for any and all direct loss and from such damage caused by Licensee's employees, agents or contractors.

(B) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including reasonable attorney fees, incurred by the Licensor as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(C) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensor's poles, anchors or guys.

(D) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(E) Licensee shall promptly advise the Licensor of all claims relating to

damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensor.

ARTICLE XI

INSURANCE

(A) If a Licensee is a registered sign-hanger as provided for in Chapter 31 of the Grand Island City Code, Licensee may comply with their insurance requirements under this agreement through use of the same policies and procedures as set forth in code.

(B) If the Licensee is not a registered sign-hanger and utilizes a competent third party with all appropriate tools and equipment, ie. Bucket truck, safety equipment, traffic control measures, etc., to be reviewed and approved on a case-by-case basis by the electric utility department. Also, that the third party carries appropriate levels of Comprehensive General Liability as set forth in City Code 31-3.

(C) All insurance required in accordance with (A) or (B) preceding must be effective before Licensor will authorize attachment to a light pole.

(D) Licensee shall make the City of Grand Island an additional insured for any third party claims for bodily injury or property damage based upon occurrences in connection with registrant's operations, including completed operations.

(E) Failure to maintain insurance and/or policy cancelations, revocations, or expirations shall immediately terminate this license agreement.

ARTICLE XII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ARTICLE XIII

ASSIGNMENT OF RIGHTS

(A) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. Licensor shall not unreasonably withhold such consent.

(B) Subject to the provisions of Paragraph (A) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XIV

TERMINATION OF AGREEMENT

(A) If licensee shall fail to comply with any of the terms or conditions of this

Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(B) Licensor shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- (2) If Licensee defaults under ARTICLE IV.

(C) Licensee may terminate this Agreement at any time by removing its facilities from all of Licensor's poles, as provided in ARTICLE IX (B).

ARTICLE XV

TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of one year. Licensor may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least 30 days prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of 30 days, and for successive 30-day terms thereafter, until terminated by Licensor at the end of any such term upon not less than 30 days written notice to Licensee. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate, and Licensee shall immediately remove its banner/flag from all poles of Licensor. Upon Licensee's

failure to do so, Licensor shall have the right to remove banner/flag at the cost and expense of Licensee and without any liability therefore.

ARTICLE XVI

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

Grand Island HomeTown Heroes
Hollie Klimek
1804 Howard Court
Grand Island NE, 68803

and to the Licensor as follows:

Mayor
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Grand Island Hometown Heroes

BY Hollie Klimich

Title Executive Board Member

WITNESS (ATTEST)

Jill Bruner

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY Roger S. Steele

Title: Mayor

Approved:

Kari Lisk

City Attorney

APPLICATION AND POLE ATTACHMENT LICENSE

*Pole Attachment

Application No. _____

Date _____

Grand Island Hometown Heroes
(Licensee)

1804 Howard Ct
(Street Address)

Grand Island, NE
(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated April 9, 2024, application is hereby made for a nonexclusive license to attach banner/flag to 51 poles.

Pole Location or number: SL5727

Description of Pole Connection: Bracket banded to pole to support Hero Banner

Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year

Banner Dimensions (W x H) 30" X 60"

USE REVERSE SIDE FOR ADDITIONAL LOCATIONS

Hollie L Klimek
(Licensee)

By: Hollie L Klimek

Title: Executive Board Member

Phone Number: (308) 390-3834

* Individual applications to be numbered in sequential ascending order by License.

Pole Attachment License Number _____ is hereby granted to attach the banner/flag described in this application to 51 poles.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: Roger S. Steele

Title: Mayor

Phone Number: 308-385-5414

Pole Location or number: SL5728
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5729
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5730
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5760
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5761
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL57631
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5732
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5733
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5734
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5735
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5740
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5741
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5747
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5748
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5749
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5750
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5751
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5752
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5753
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5754
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5755
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5756
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5757
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL5764
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6060
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6061
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6062
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6063
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6064
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6065
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6066
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6067
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6068
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6069
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6072
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6073
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6074
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6075
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6076
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6077
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6078
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6022
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6021
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6020
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6019
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6016
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6015
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6014
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6013
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

Pole Location or number: SL6012
Description of Pole Connection: Bracket banded to pole to support Hero Banner
Months that Banner will be displayed: Aprox. Memorial Day to Veterans Day every year
Banner Dimensions (W x H) 30" X 60"

APPENDIX 1

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and, therein called Licensee, dated April 9, 2024 (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the banners of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is April 9, 2024

POLE ATTACHMENTS

1. ATTACHMENT FEE: As determined by the most current Fee Schedule for the City of Grand Island.

- a. Computation:

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

- b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.

Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

2. OTHER CHARGES

a. Computation:

(1) All charges incurred by Licensor as a result of inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

b. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee,
and shall be deemed delinquent if not paid within 30 days after presentment to
Licensee.

DATED: 4-02-2024

WITNESS (ATTEST)

Grand Island Hometown Heroes
BY: Hollie Klumch
Title: Executive Board Member

WITNESS (ATTEST)

Jim Granere

CITY OF GRAND ISLAND, NE

A Municipal Corporation

BY: Roger S. Stuck
Title: Mayor

Approved:

Kari Lisk

City Attorney

APPENDIX 2

ATTACHMENTS TO STREETLIGHT POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and, Grand Island HomeTown Heroes therein called Licensee, dated April 9, 2024, and contains certain minimum requirements and specifications governing the attachment of banners and/or flags of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is April 9, 2024.

GENERAL

1. Banners shall be made of durable material. If fabric is used, it be made of marine grade fabrics, resistant to ultraviolet rays, mold and mildew. Each banner shall have reinforced hems and grommets. Banner fabricator shall determine if wind scallops are necessary. All banners shall be printed on both sides of the banner fabric.
2. Banner brackets shall be WindScale 12 Bracket System, 33 inch-long fiberglass banner rods, with post hardware, or approved equal.
3. Banner size shall be a maximum of 30" wide and 60" tall. A maximum of one banner per pole is allowed, unless the Licensee produces a structural analysis

stamped by an Engineer, licensed in the State of Nebraska, validating that the pole will support a larger banner size.

4. Licensee shall be responsible for all costs associated with the installation, maintenance, and removal of banner/flag. Where banner/flag mounting hardware does not exist, the Licensee shall pay the costs of purchasing and installing hardware, and such hardware shall become the property of the city.
5. Banner/flag shall only be placed on poles located on approved roadways located in Appendix 2.
6. The Licensee is responsible for the proper mounting and care of banner/flag.
7. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.
8. Licensee's workmen shall assure themselves that any pole does not have any visible damage that has not been documented and brought to the attention of the city utility.
9. Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this document. In such cases, Licensor will in its discretion furnish to Licensee written material which will specify and explain the required construction.
10. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures.
11. Licensee shall not circumvent or disconnect any licensee's grounding measures.

12. Utility employee shall be notified at least 72 hours before banners are to be installed or removed from poles.

13. No drilling of holes or deformation of the structural characteristics of the pole will be allowed.

CLEARANCES

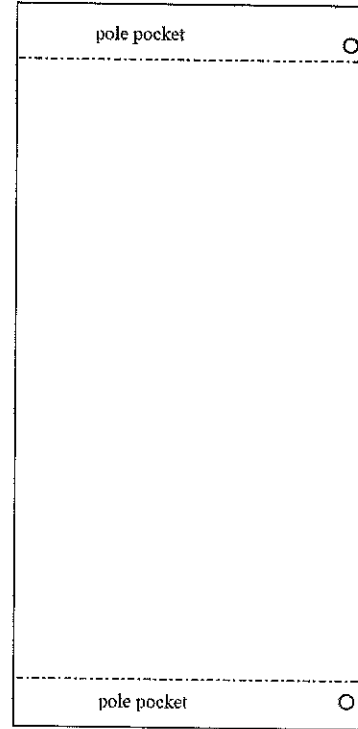
1. Mounting height: When projecting over the street the banner/flag height above the street shall be 20' minimum; when projecting over the sidewalk, turf, or landscape beds, the banner/flag height above the ground shall be 10' minimum.

LOCATION AND SPACING

1. Licensor shall specify the location of Licensee's Attachments on each pole. Where Licensor has installed its own facilities that may come in conflict with banner/flag shall be reviewed on a case-by-case basis.
2. Banner/flag shall not be located within 50' of a stop sign or traffic signal device.



60" h



30" w

DATED: April 2, 2024

WITNESS (ATTEST)

Grand Island Hometown Heroes
BY Hollie Kline
Title: Executive Board Member

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

Jill Bruner

BY Roger S. Fuchs
Title: Mayor

Approved:

Kari Lisk

City Attorney