

### THIRD AND WHEELER STREETS PLAZA MAINTENANCE AGREEMENT

This Agreement by and between the City of Grand Island, a Nebraska Municipal Corporation (City) and the Downtown Business Improvement District 2013 (Downtown BID), an entity formed pursuant to Article 40, Chapter 19 of the Nebraska Revised Statutes and Article I, Chapter 13 of the Grand Island City Code, witnesseth:

That in consideration for the City vacating the portion of Wheeler Street between Third Street and South Front Street and dedicating the South one hundred and thirty-two (132) feet of said street (Plaza) for the purpose of a park like plaza area to be used to enhance the livability and commercial viability of the Downtown area, the Downtown BID agrees to maintain said vacated park like plaza area as follows:

#### I.

The terms of this Agreement shall take effect retroactively from May 1, 2014 and remain in effect through September 30, 2018.

#### II.

The Downtown BID agrees the City retains ownership of the Plaza and acknowledges the Downtown BID has no property rights not specifically delineated in this Agreement.

#### III.

- A. The Downtown BID may use the Plaza for events benefitting Downtown Grand Island or the Grand Island community. The Downtown BID is prohibited from using the Plaza for the following:
1. Political activities or events;
  2. Religious activities or events with the exception of weddings or commitment ceremonies;
  3. Purely commercial activities or events with the exception of commerce that occurs as part of an event benefitting Downtown Grand Island or the Grand Island community.
- B. Any proposed use of the Plaza for the reasons listed in paragraph II A of this Agreement must be referred to the City for its standard permit process for such activities or

events.

IV.

The Downtown BID is permitted to install permanent fixtures and landscaping in the Plaza appropriate for its use as a park like setting.

V.

The Downtown BID agrees to maintain the Plaza to include mowing grass and maintaining vegetation, removing snow, ice, litter and debris, and maintaining permanent fixtures for utilitarian and aesthetic purposes.

VI.

The Downtown BID agrees to expend necessary funds to maintain a policy insuring any statuary it may erect in the Plaza against damage, destruction, or theft with the City named as the insured party.

VII.

In carrying out the terms of this Agreement, the Downtown BID agrees not to engage in discrimination against any protected class of persons as recognized under Nebraska or United States law.

VIII.

Both the City and the Downtown BID have the right to terminate this Agreement for any reason or no reason at all upon providing the other party at least thirty (30) days written notice of such termination.

IX.

If any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.


X.

This document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be

altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

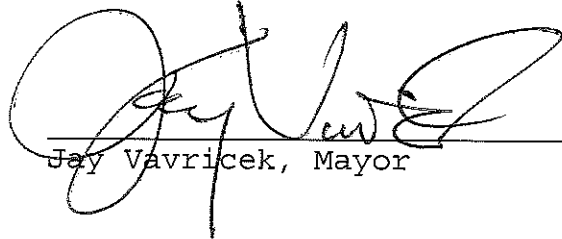
Dated this 15 day of May, 2014

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT  
2013

  
Chairperson BID  
Downtown

Dated this 8<sup>th</sup> day of July, 2014

THE CITY OF GRAND ISLAND

  
Jay Vavricek, Mayor