

ORDINANCE NO. 8485-74

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF
A SETTLEMENT AGREEMENT REGARDING C & U POSTER

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That the Settlement Agreement between the
City of Urbana, Illinois and C & U Poster Advertising Co., a
copy of which Settlement Agreement is attached hereto and
incorporated herein by reference, be and the same is hereby
approved.

Section 2. That the Mayor of the City of Urbana,
Illinois, be and the same is hereby authorized to execute and
deliver and the City Clerk of the City of Urbana, Illinois, be
and the same is hereby authorized to attest to said execution of
said Settlement Agreement for and on behalf of the City of
Urbana, Illinois.

This Ordinance is hereby passed by the affirmative
vote, the "ayes" and "nays" being called, of a majority of the
members of the Council of the City of Urbana, Illinois, at a
regular meeting of said Council.

PASSED by the City Council this 15th day of April,
1985.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

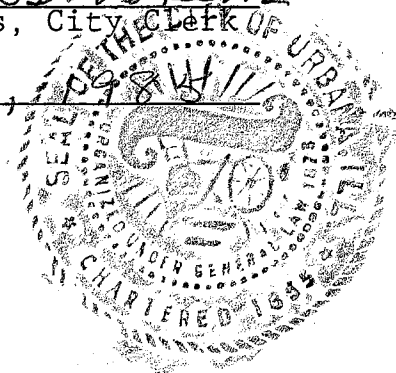
APPROVED by the Mayor this 25th day of April,
1985.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8485-74 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

April 19, 1984
Date



SETTLEMENT AGREEMENT

WHEREAS, the City of Urbana, a municipal corporation located in the County of Champaign, Illinois (hereinafter "City") has heretofore passed Ordinance No. 7172-69 "Comprehensive Sign Regulations," on or about December 6, 1971, which was substantially re-enacted as Article IX of the Amended Zoning Ordinance adopted December 17, 1979, which regulations substantially restricted the erection or maintenance of billboards within the City; and

WHEREAS, C & U Poster Advertising Co., Robert P. Pope and Barbara G. Pope (hereinafter collectively referred to as "C & U Poster") filed suit against the City and various public officials, contesting the validity of the aforesaid regulations in the lawsuit entitled C & U Poster Advertising Company, Inc., et al., v. The City of Urbana, et al., No. 76-C-1070 in the Sixth Judicial Circuit, Champaign County, Illinois (hereinafter "Case"); and

WHEREAS, a bench trial on the merits of the case was held before the Honorable Jack DeLaMar, Judge; and

WHEREAS, Judge DeLaMar heretofore issued an extensive opinion on the merits of the case and has entered final judgment on the matter finding portions of said Regulations to be invalid; and

WHEREAS, Judge DeLaMar has entered final judgment in favor of C & U Poster for attorney's fees and costs under 42 U.S.C. 1988 in the amount of Twenty-Seven Thousand Eight Hundred Forty-Nine Dollars and Ten Cents (\$27,849.10) for reasonable attorney's fees plus Three Thousand Two Hundred Sixty-Eight Dollars and Forty-Cents (\$3,268.40) in expenses plus one-half of the court costs in said Case; and

WHEREAS, C & U Poster and the city continue to dispute the various claims made and litigated; however, both are desirous of settling the litigation in order to conserve judicial time and to prevent the expenditure of further resources on behalf of both parties; and

WHEREAS, the parties have entered into this Agreement in a spirit of cooperation and in mutual recognition of the goal of C & U Poster to continue in its long-standing business and to promote its business interests and the interests of those who use its services within the City and in recognition of the goals of the City to promote an aesthetically pleasing environment for its citizens;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants expressed herein, C & U Poster and the City agree as follows:

1. Attorney's Fees.

(a) The City agrees to pay to C & U Poster the sum of Sixteen Thousand Two Hundred Eighty-Two Dollars and Fifty-Five Cents (\$16,282.55) in two (2) equal annual installments, the first installment of Eight Thousand One Hundred Forty-One Dollars and Twenty-Seven Cents (\$8,141.27) to be paid within sixty (60) days after the proposed ordinances become effective, and the second installment of Eight Thousand One Hundred Forty-One Dollars and Twenty-Eight Cents (\$8,141.28) to be paid within 365 days thereafter. At City's request, C & U Poster shall cause a partial satisfaction of judgment to be filed upon payment or other satisfaction of said amount.

(b) C & U Poster agrees not to enforce collection of the remaining one-half of the award (which shall accrue interest at the statutory rate) until and unless any ordinance, resolution, code or regulation is passed by City or any other administrative or executive action is taken by City or its agents prior to January 1, 2004, any of which impose more stringent controls with respect to the size, number, height, spacing, setback, lighting, amortization or definition of outdoor advertising sign structures than contained in the proposed ordinance attached hereto as Exhibit "A". Provided no further stringent controls pertaining to OASS's have been passed or taken by January 1, 2004, C & U Poster shall, at City's request, cause a final satisfaction of judgment to be executed and delivered to the City.

2. Commitment to Standards.

C & U Poster agrees that it shall not maintain, erect, or cause the maintenance or erection of any sign or outdoor advertising sign structure (as defined in Exhibit "A") except in accordance with Exhibit "A", a less restrictive ordinance, or this Agreement. C & U Poster shall not challenge the validity or applicability of said ordinance before any court while this Agreement is in effect, provided, however, that this paragraph shall not preclude C & U Poster from seeking interpretation of any such ordinance from any court of competent jurisdiction.

3. Interpretative Documents.

In order to eliminate as much uncertainty as possible as to the manner in which the proposed ordinance will be enforced and interpreted, the parties agree as follows, and agree that this

settlement document and its attachments may be used in interpreting or enforcing the proposed ordinance (Exhibit "A") if passed, in the future:

(a) Attachment "B", which was labeled in the lawsuit as Exhibit "Q", accurately reflects, by location number, location, number of faces, zoning, building permit numbers, Highway Advertising Control Act permit numbers, and description of sign, the billboards and painted bulletins of C & U Poster which are presently located in the City;

(b) Attachment "C", which is excerpted from Attachment "B", accurately reflects the classification of the billboards (OASS's) listed on Attachment "B", as to whether the structures at each location are "conforming" or "nonconforming" in accordance with the ruling of the Court in Case No. 76-C-1070 and provides other comments with respect to said billboards, which comments are accurate and in accordance with the intended meaning, interpretation and enforcement of said proposed ordinance (Exhibit "A");

(c) The parties agree and stipulate that all of the billboards and bulletins listed in Attachment "B" were legally erected; that none of them are "prohibited signs" as defined by Section IX-7 and its subparagraphs as contained in Exhibit "A"; and no presently existing billboards or painted bulletins (OASS's) owned by C & U Poster in Urbana violate the provisions of Exhibit "A" or are subject to removal or condemnation in whole or in part due to violations of any ordinances, regulations, resolutions or codes (except that the "nonconforming" OASS's listed on Attachment "C", as shown on Attachment "F", will be removed within the time period specified in this Agreement.)

(d) Each of C & U Poster's billboards and painted bulletins, the locations of which are described on Attachment "B", are currently "Outdoor Advertising Sign Structures" as defined in Section II-3.9 of Exhibit "A" and each of them comply with the requirements of said definition; C & U Poster and the manner in which it owns, maintains, and manages its outdoor advertising sign structures, properly and fully complies with the definition of "Outdoor Advertising Sign Company" as contained in Section II-3.10 of Exhibit "A"; and the requirements that OASS's be made "generally available to the general public" do not require that any particular OASS or OASS's must be made available to any particular group, entity, or member of the public, and recognize C & U Poster's practice and right to have full authority for the manner in which the copy on its OASS displays is erected, maintained and removed, and to have full authority to censor, reject or withdraw any advertising message on its OASS's at any time, and permits C & U Poster to continue its practice of not posting advertising which competes with the business located at each respective OASS location.

(e) That the attached "Application for Sign Permit", attached as Exhibit "D", would, under the proposed ordinance (Exhibit "A") be deemed to provide all information necessary to determining whether the proposed OASS complies with all necessary City requirements; that all necessary sign and/or building permits would be granted without further information or applications, based upon the information contained in Exhibit "D"; and that, except for an electrical permit (if one was requested in order to illuminate the subject OASS), no further applications or other action would need to

be taken by applicant in order for applicant, C & U Poster, to lawfully erect the OASS proposed on Attachment "D" pursuant to Exhibit "A".

(f) The City has attached as Attachment "E" a list of all present applicable building codes, life safety codes, and electrical code provisions and any other codes or ordinances or regulations or resolutions, etc., which C & U Poster would have to meet in order to build OASS's in the City of Urbana. It is agreed that the attached application (Attachment "D") meets or exceeds such codes or regulations, etc.

5. Agreement in Lieu of Amortization Provision.

Notwithstanding the fact that nonconforming "signs" are subject to the amortization provision contained in Section X-9 of Attachment "A", it is agreed and understood that no amortization or other grace period or take down provisions, with respect to OASS's, are contained in the proposed ordinance (Attachment "A"), it being understood and agreed between the parties C & U Poster agrees to voluntarily remove all of the outdoor advertising sign structures listed on Attachment "F" which attachment is attached hereto and made a part hereof by reference. It is agreed and understood, in light of the injunctions issued by Judge DeLaMar in the Case, that all of C & U Poster's billboards and painted bulletins (now denominated OASS's) in Attachment "A" which were previously registered and "tagged" pursuant to the provisions of the Illinois Highway Advertising Control Act of 1971, as amended, could not be required to be removed without the payment of just compensation, and that each of

said OASS's is, therefore, not to be subjected to amortization or other take down requirements by this ordinance. However, those OASS's in Urbana which are not so registered and tagged shall be removed according to the schedule in Attachment "F", it being agreed and understood that C & U Poster is willing and able to remove said denominated OASS's sooner than would have been required by a five year amortization provision.

6. It is agreed and understood that there are several locations of billboards owned by C & U Poster which both parties would like to have upgraded; that in some cases, C & U Poster would be willing to rebuild the existing OASS's with fewer faces than now exist, which Urbana finds to be a favorable improvement; but that C & U Poster would be unlikely to rebuild said OASS's if restricted to the size limitations contained in Attachment "A". Therefore, it is agreed as follows:

(a) It is agreed that OASS "6" (100 West University) contains a total of 6 faces (2 faces on the West totalling 600 square feet and 4 faces on the East totalling 1200 square feet). If C & U Poster chooses to rebuild said OASS's with a "unipole" structure, it shall be permitted to rebuild with a maximum of 600 square feet per facing, with the same setback as exists currently from University Avenue provided that the height of the new OASS does not exceed the height of the existing structure as measured from the L'il Porgy's parking lot adjacent to the berm under said existing OASS's and provided same are rebuilt on the existing small parcel owned or leased by C & U Poster or within 20 feet East or West of the existing OASS founda-

tion. Urbana agrees to waive the requirement that a permit be obtained from the Boneyard Creek Commission or, if same is not legally possible at the time C & U Poster desires to rebuild the structure, then Urbana agrees to cooperate to the extent legally permissible in C & U Poster's effort to obtain such a permit. Urbana further agrees to keep the trees located on the parking along University Avenue to the West of said structures trimmed so that the West faces may be read by Eastbound traffic on University Avenue and agrees to plant no more new trees East of said OASS's which trees will or would then or in the future block the view of said OASS's from traffic on University Avenue traveling westbound between Cunningham Avenue and said OASS's.

(b) Location No. 10 (900 N. Cunningham) currently contains three faces facing North and three faces facing South for a total of 900 square feet of OASS's on each side. If C & U Poster chooses to rebuild said structure with a "unipole" structure, it shall be permitted to build same with up to 600 square feet facing each direction (comprised of two 300 square foot displays per direction), subject to the height and setback requirements contained in Attachment "A".

(c) Location No. 9 (Broadway and Boneyard) currently contains two OASS faces to the North and two to the South for total of 600 square feet in each direction, and the OASS's are built on old telephone poles. Should C & U Poster choose to rebuild old OASS's with a "unipole" structure, it shall be permitted to rebuild same with up to the same 600 square feet per direction (comprised of two 300 square foot displays each direction) as currently exists,

subject to the height and setback requirements contained in Attachment "A", it being agreed and understood that C & U Poster has been in contact with the Boneyard Creek Commission and is currently contemplating giving a "parkway easement" on said property to the Boneyard Creek Commission, and that a single pole structure would enhance the use of said property for a park walkway purpose.

(d) Location 11 (Main and Wabash, now known as Main at Maple) is located on land now owned by the City (which was formerly on railroad property leased by C & U Poster) It is agreed that C & U Poster may continue to maintain and use the said existing OASS provided that (1) Urbana is added and maintained throughout the lease period as an additional insured at that location on C & U Poster's liability insurance by the time Attachment "A" is passed; (2) C & U Poster causes said location to be landscaped in a reasonable manner and according to a landscape plan to be drawn by a landscape architect of its choice; and (3) that C & U Poster, at the City's written election, either pay rent of Two Hundred Fifty Dollars (\$250.00) per year in advance for the use of said property or forgive the sum of Twenty-Five Hundred Dollars (\$2,500.00) against the first installment of attorney's fees otherwise due from the City (paragraph 1 above). The use of said location for said existing OASS shall continue for ten (10) years from the date of passage of the proposed ordinance.

(e) In the event Location 6 (100 W. University) is rebuilt as above permitted (in paragraph 6(a)), C & U Poster shall be entitled to rebuild a double-wide OASS, containing a maximum of 600

square feet (comprised of two 300 square foot displays facing the same direction), to a location on North Cunningham Avenue zoned B-3 or IN, provided same shall meet separation, height and setback restrictions as contained in Attachment "A", shall not be located within 500 feet of another OASS measured along the same side of the street and shall be built within 24 months following the rebuilding of Location 6. Said OASS shall be deemed conforming when relocated in compliance with this subsection.

7. It is agreed and understood that the "IDOT designated FAP or FAI Routes, as designated as of March 1, 1981", as found by the Court in Case No. 76-C-1070, include Route 45 North (Cunningham Avenue north of University Avenue), Routes 45, 150 and 10 (University Avenue from Wright Street to Interstate 74), and Interstate 74, and Route 130 (Philo Road from Myra Station north to Cottage Grove and thence west on Main Street to Vine Street). [However, new outdoor advertising sign structures shall not be built along Route 130, notwithstanding its FAP designated status as of March 1, 1981, as reflected by Attachment "A", Table IX-5, Footnote 4. However, the three existing outdoor advertising sign structures on Philo Road, which were granted State DOT permits and were protected by the injunctive order in 76-C-1070, are agreed to be "conforming" OASS's, and may remain and be rebuilt the same as the other "conforming" OASS's listed on Attachment "C". See Attachment "A", Section IX-8E. "Permit Exceptions", and Section X-9C.2.]

8. The City agrees to cause its trees located adjacent to the West side of Lincoln Avenue north of Location 4 (904 W. University/University and Lincoln) to be trimmed so that they do not

block the view of the North faces of said location from southbound traffic on Lincoln Avenue, and agrees to not plant trees or other vegetation which will block the view of those or C & U Poster's other existing OASS's from a distance of up to 300 feet from each such OASS as approached by traffic on the street to which each face of each OASS is directed.

9. C & U Poster agrees to retain a landscape architect to draw plans for landscaping under or adjacent to the OASS's at Location 3 (Philo Road Curve) and 4 (902 W. University/University and Lincoln), and agrees to cause said locations to be landscaped within six (6) months following the passage of the proposed ordinance.

10. It is agreed that the "non-commercial sign" provisions of Attachment "A" (including but not necessarily limited to Sections II-3.12., IX-5.A., IX-6.A. and IX-6.B.) and the definition of "commercial sign" (Section II-3.11.) do not bear on the regulation of OASS's.

11. Effectiveness of Agreement. This Agreement shall become void and of no further force and effect and unenforceable by either party, and shall not be used as an admission by or against any of the parties, in the event that the proposed ordinance (or one more favorable to C & U Poster) is not adopted and rendered fully effective by the City of Urbana on or before April 30, 1985, or within any other time agreed to in writing between the parties to this Agreement.

12. Binding Effect - C & U Poster.

This Agreement shall be binding upon and the benefits shall inure to the heirs, executors, administrators and successors in

interest to the C & U Poster including without limitations, successors in interest to C & U Poster's stock in C & U Poster Advertising Co., its outdoor advertising sign structures (as enumerated on Attachment "B") now in existence within the city limits of Urbana, Illinois, or hereafter erected within the city limits of Urbana, Illinois pursuant to the terms of the proposed ordinance, if enacted. C & U Poster shall cause this Settlement Agreement to be incorporated into any transfer or purported transfer document which evidences transfer or agrees to such transfer of stock or corporate assets or any such document which evidences a change in the proprietary interest in C & U Poster Advertising Co.

13. Binding Effect - City.

This Settlement Agreement shall be binding upon and inure to the benefit of the City and any successors in interest to its corporate powers, and its officers, agents and employees.

14. Execution Authority. The City represents and warrants that the signatory hereto has been duly authorized by resolution, ordinance or other legal action by the City Council of Urbana to execute and deliver this Agreement on behalf of the City of Urbana and that C & U Poster and its counsel may properly rely upon this warranty and representation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective this ____ day of _____, 1985.

C & U POSTER ADVERTISING COMPANY

CITY OF URBANA, ILLINOIS

By: _____
President

By: _____

Barbara G. Pope

Robert P. Pope

Section II-3 Definitions

1. Free-standing sign and Free-standing Outdoor Advertising Sign Structure -- Any sign or outdoor advertising sign structure completely or principally self-supported by posts or other supports independent of any building or other structures.
2. Wall or Wall-Mounted Sign and Wall Mounted Outdoor Advertising Sign Structure -- A sign displayed on or visible through a wall of a building or structure so as to be seen primarily from the direction facing that wall. A wall sign or outdoor advertising sign structure attached to the exterior wall of a building or structure, which (in a plane parallel to the plane of said wall) does not extend or project more than eighteen (18) inches.
3. Roof sign -- A sign erected, constructed, or maintained upon or over a roof, and more than one-half ($\frac{1}{2}$) of whose height is above the building height. A sign mounted on a roof which does not qualify as a roof sign shall be considered a wall sign.
4. Permanent Sign -- A sign which is permanently affixed or anchored to the ground, building or other structure.
5. Projecting sign -- A sign, other than a wall sign, which projects from and is supported by, or attached to, a wall of a building or structure.
6. Portable sign -- A free-standing sign not permanently anchored or secured to either a building or structure.
7. Shopping Center/Commercial PUD Sign -- A sign designed for the purpose of advertising an entire shopping center. Individual businesses may list but an individual listing may not exceed 50% of the area of any face of the sign.
8. Temporary Sign -- A sign intended for a limited or intermittent period of display which is readily moveable and is not permanently anchored to the ground, building or other structure. Such sign is not a portable sign.
9. Outdoor Advertising Sign Structure -- (OASS) A standardized outdoor advertising display, including the permanent framework, structural members, support or supports, foundation, scaffolding and illumination, facing or panels, and message, which is intended and whose customary use is to mount periodically changing commercial or noncommercial displays and which is made generally available for display to the public by an Outdoor Advertising Sign Company on a short term basis. Such OASS's shall be limited to two standardized structures:
 - a. the "30 sheet poster panel" or painted bulletin, whose outside dimensions, including trim, if any, but excluding the base, apron, supports and other structural members is approximately twelve (12) feet by twenty-five (25) feet, containing approximately 300 square feet of total display-area;
 - b. the "Junior panel" whose outside dimensions, including trim, if any, but excluding the base, apron, supports and other structural members is approximately six (6) feet by twelve (12) feet, containing approximately 72 square feet of total display-area.
10. Outdoor Advertising Sign Company -- A commercial enterprise which owns, maintains, erects, and manages outdoor advertising sign structures which are designed, intended and customarily used to mount periodically changing commercial or noncommercial messages, such standardized signs and sign space to be made generally available to the general public.

11. Commercial Sign -- A sign which directs attention to or identifies a commodity, service or entertainment to be sold or offered for sale. Any sign displaying the name of a business enterprise shall be conclusively presumed to be a commercial sign.
12. Noncommercial Sign -- Any sign not defined as a commercial sign.
13. Community Event Sign -- A sign advertising or announcing a special community event or activity conducted by or sponsored by or on behalf of a unit of local government, institution of an educational, philanthropic, or eleemosynary nature, a charitable organization or a not-for-profit corporation. A special community event or activity is one which occurs not more than twice in any twelve (12) month period and which seeks to attract donations, participants, customers or an audience throughout the community.

ARTICLE IX

COMPREHENSIVE SIGN REGULATIONS

<u>Section</u>	<u>Subject</u>
1	Legislative Intent and Findings
2	General Prohibition
3	Measurement Standards
4	General Sign Provisions for Signs and Outdoor Advertising Sign Structures Allowed in Specific Districts with a Permit
5	Signs Allowed without a Permit Subject to Certain Regulations
6	Use of Noncommercial Signs in Business and Industrial Zoning Districts
7	Prohibited Signs
8	Permits for Signs
9	Enforcement and Penalties

Section IX-1 Legislative Intent and Findings

The purpose of this Article is to establish regulations and controls which promote the goals, objectives and policies of the City of Urbana Comprehensive Plan and to permit and regulate signs in such a manner as to support and complement the land use policies set forth in Article I, Section I-1. To these ends, this Article regulates the size, number and spacing of signs which is intended to: aid in traffic safety by avoiding uncontrolled proliferation of signs which distract and endanger safety and traffic flow; reduce congestion of land, air and space; preserve and protect property values; establish reasonable standards for the use of signs in order to maintain and encourage business activity and development; protect and enhance the physical appearance of the community and the scenic value of the surrounding area; and regulate signs located near or visible from public property such as streets, highways, parks and schools where such signs could jeopardize the public's investment in these facilities.

The sign regulations expressly distinguish between "signs" and "Outdoor Advertising Sign Structures" based on the specific finding that outdoor advertising sign structures represent a separate and unique communication medium available to the general public for the periodic display of signs for announcements of both a commercial and noncommercial nature, utilizing nationally standardized signs or painted panels. At the same time, the regulations recognize that a limitation upon the size, number and spacing of such structures is consistent with and will further the goals expressed herein.

These sign regulations recognize the basic guaranteed right of freedom of speech and therefore are not intended to control the content of any message displayed on signs or outdoor advertising sign structures and do not discriminate between on-premise and off-premise signs.

Section IX-2 General Prohibition

Any sign or outdoor advertising sign structure not expressly permitted by or in compliance with this Article is prohibited in the City of Urbana.

Section IX-3 Measurement Standards

- A. Measurement of Area of Sign -- the area of a sign shall be computed as:
 1. Flat sign -- the area of the smallest convex geometric figure encompassing the sign; or
 2. Volumetric sign -- the area of the smallest convex geometric figure encompassing the maximum projected area of the volume on a flat plane which completely encloses the extreme limits of the sign, including any frame, structural trim, or other material forming an integral part of the display as used to differentiate such sign from the background against which it is placed. Such measurement shall exclude the necessary supports or uprights on which the sign is placed, unless the supports or uprights constitute part of the display.
- B. Height Measurement of Free-standing Sign and Outdoor Advertising Sign Structures --
the height of free-standing signs and outdoor advertising sign structures shall be the distance from the top of the highest portion of the sign or structure to:
 1. The grade at the foundation of the sign or outdoor advertising sign structure; or
 2. The average grade of the lot, whichever is less.
- C. Measurement of Outdoor Advertising Sign Structure Surface Display Area --
The surface area of a sign or surface display area of an outdoor advertising sign structure shall be the area of the smallest convex geometric figure encompassing the maximum projected area of the volume on a flat plane which completely encloses the extreme limits of the surface display area of writing, representation, emblem or other figure of similar character or potential display area of an outdoor advertising sign structure, together with any material forming an integral part of the display or used to differentiate such sign or outdoor advertising sign structure from the background against which it is placed. Such measurement shall exclude the necessary supports or uprights on which the sign is placed, unless the supports or uprights constitute part of the display because of the predominant overall concept of the sign, and shall exclude the apron if any, which itself covers structural members, supports or uprights.
- D. Measurement of Business Frontage --
Business frontage is the lineal footage of a lot, facing the public right-of-way, owned or rented by a person, business, or enterprise, and intended for business usage.

Section IX-4 General Sign Provisions for Signs and Outdoor Advertising Sign Structures Allowed in Specific Districts with a Permit

- A. Signs located within a Residential Planned Unit Development or signs and/or Outdoor Advertising Sign Structures located within a Planned Unit Development, shall be subject to the provisions applicable to the zoning district in which the PUD is located.

- B. Signs shall be subject to the provisions and standards specified in Tables IX-1 through IX-4 and IX-6. Future OASS's shall be subject to the standards specified in Table IX-5.
- C. Sign standards for permitted and conditional uses in the AG Agriculture District shall be identical to the standards for the same use in the most restrictive district within which the use is permitted by right.
- D. In lieu of B above, Shopping Centers/Commercial PUD signs may alternatively comply with the standards set forth in Table IX-9. The erection of signs authorized under Table IX-9 precludes the erection of any free-standing signs authorized under Table IX-1.

Section IX-5 Signs Allowed without a Permit Subject to Certain Regulations

A. Noncommercial Signs not Subject to Section IX-6

Noncommercial signs not subject to Section IX-6 shall be permitted in all zoning districts without a permit, subject to certain regulations. In AG, CRE and Residential zoning districts noncommercial signs may be free-standing or wall signs; they shall be limited to six (6) square feet in area and, if free-standing shall not exceed a height of five (5) feet. Further, in residential zoning districts no permanent noncommercial sign shall be located in any required yard nor be illuminated.

B. Signs allowed in all districts subject to certain regulations

The signs specified in the following subsections are allowed in all zoning districts without a permit but are subject to the conditions and limitations set forth herein.

1. Official Signs. Signs of a public, noncommercial nature erected by or on order of a public officer in the performance of a public duty. Such signs shall include but not be limited to safety signs, danger signs, traffic signs, memorial plaques or signs indicating a scenic or historical point of interest.
2. Flags. Flags bearing the official design of a nation, state, municipality, or noncommercial organization or institution.
3. Identification Signs. Signs which identify the business, owner, manager, or resident and set forth the address of the premises where the sign is located, and which contain no other material; there may be two (2) such signs per premise, in accordance with Section IX-5 B.12, and the total height of such a sign, if free-standing, shall not exceed five feet (5').
4. Integral Signs. Names of buildings, dates of construction, commemorative tablets and the like, when carved into stone, concrete, or similar material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the building or structure.
5. Institutional Signs. Any sign or bulletin board setting forth or denoting the name of or simple announcement for any public, charitable, educational, or religious institution, when located on the premises of such institution, provided such sign or bulletin board or both shall not exceed a total of twenty (20) square feet in display surface. If building mounted, these

signs shall be flat wall signs, and shall not project above the roof line or front facade of the building. If free-standing, the total height shall not exceed six feet (6').

6. Private Traffic Direction Signs and Related Signs. Signs directing traffic movement onto a premise or within a premise, when such signs are located on the premise, do not exceed 5 square feet in area for each sign and, if freestanding, do not exceed five feet (5') in total height. Such signs are considered to include parking directions, exit or entrance signs, drive-up window signs, rest-room signs, and the like. Horizontal directional signs on the flush with paved areas are exempt from these standards.
7. Individual Property Sale or Rental Signs. Any sign announcing the name of the owner, manager, realtor, or other person directly involved in the sale or rental of the property, or announcing the purpose for which it is being offered. Such signs may be free-standing or wall-mounted only. Signs may not emit direct illumination, and must be removed within fourteen (14) days after the sale or rental of the property. Property sale or rental signs shall be subject to the standards and provisions specified in Table IX-7.
8. Home Occupation Signs. Home occupation signs, either wall-mounted or free-standing, not to exceed one (1) per premise, and not to exceed one (1) square foot in area.
9. Subdivision Sign. Any sign announcing the names of architects, engineers, contractors, or other individuals or firms, involved with the subdivision of property (but not including any advertisement of any product) or announcing the character of the subdivision or the purpose for which it is intended.
 - a. These signs shall be confined to the site of the subdivision, and shall be permitted for one (1) year from the date of erection of the first of such signs. If development of the subdivision is not completed within one (1) year after erection of the signs, the sign shall be permitted to exist an additional period, not to exceed one (1) year.
 - b. Subdivision signs shall be subject to the provisions and standards specified in Table IX-8.
10. Construction Signs. Any sign announcing the names of architects, engineers, contractors, or other individuals or firms involved with the construction, alteration, or repair of a building (but not including any product) or announcing the character of the building enterprise or the purpose for which the building is intended, or to indicate the presence of underground public utility structures to avoid damage to structures by excavation.
 - a. Such signs shall be confined to the site of the construction, alteration, or repair, and shall be removed within twenty-one (21) days after completion of the work.
 - b. Signs shall conform with the standards provided for individual property sale or rental signs, in 7 above.

11. Underground Public Utility Warning Signs. Standard types of warning signs marking the routes of underground public utility pipes, conduits, and cables.
12. House or Building Address. Any sign which sets forth the house or building address, provided that the individual characters of the signs do not exceed six inches (6") in height.

Table IX-1, Standards For Free-standing Signs

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Maximum Height of Sign	Location of Sign
B-1 Neighborhood Business	Each business is permitted one sign per business frontage up to 300 feet, and one additional sign for each 300 feet of business frontage thereafter; except that no free-standing sign is permitted if a projecting, or roof sign exists on the same frontage.	32 square feet	15 feet at minimum setback line & 1 foot per 2 feet additional setback, up to 25 feet maximum.	Signs shall not extend over the public right-of-way, and shall conform to the setback requirements for structures in the applicable district. No freestanding signs permitted within 50 feet of any residential district where the nearest lot contains a dwelling unit, public school, park, hospital, or nursing home.
B-2 Highway Business		50 square feet	25 feet at minimum setback line & 1 foot per 2 feet additional setback, up to 35 feet maximum.	
B-3 General Business				
B-4 Central Business				
IN Industrial		150 square feet	25 feet at minimum setback line & 1 foot per 2 feet additional setback up to 40 feet maximum. See note below.	

Note: If a sign in the B-2, Highway Commercial, or B-3, General Business, or IN, Industrial, zone is: 1) directed primarily toward the users of an Interstate Highway; 2) within two thousand feet (2000') of the centerline of an interstate highway; and 3) more than five hundred feet (500') from any residential district, school, park, hospital, or nursing home, it may rise only to such a height as to be visible from within one-half (1/2) mile away along the highway, but not to exceed a height of seventy-five feet (75') and an area of one hundred fifty (150) square feet.

Table IX-2, Standards For Wall Signs and Wall Mounted Signs

Districts Permitted	Maximum Number Permitted	Total Maximum Area of all Wall Signs per Frontage	Maximum Height and Location of Signs
R-6B, Restricted Business B-1 Neighborhood Business	No limit.	10% of wall area, not to exceed 150 sq. ft. maximum	Signs shall not extend beyond the top or ends of the wall surface on which they are placed.
B-2 Highway Business B-3 General Business B-4 Central Business		10% of wall area, not to exceed 175 sq. ft. maximum	
IN Industrial		15% of wall area, not to exceed 200 sq. ft. maximum	

Table IX-3, Standards For Projecting Signs

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Maximum Height & Projection of Sign	Location of Sign
B-1 Neighborhood Business	One per business frontage, except that no projecting sign is permitted if a freestanding or roof sign exists on the same frontage. Upper level businesses are not allowed projecting signs.	32 square feet	9 foot minimum clearance above ground. No sign shall extend above that portion of the roof immediately adjacent to the sign. No sign shall project more than 5 feet from the face of the building to which it is attached.	Not to extend over any public right-of-way.
B-2 Highway Business		50 square feet		
B-3 General Business				
B-4 Central Business		100 square feet		
IN Industrial				

Table IX-4, Standards For Roof Signs

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Maximum Height of Sign	Location of Sign
B-2 Highway Business	One per premise, except no roof sign is permitted if a free-standing or projecting sign exists on the same frontage.	75 square feet	9 feet as measured from that part of roof immediately below sign, but in no case shall the height exceed maximum height authorized in zoning district.	Sign must be located wholly within the roof area of structure.
B-4 Central Business				
B-3 General Business		50 square feet		
IN Industrial		100 square feet	11 feet as measured from that part of roof immediately below sign, but in no case shall height exceed maximum height authorized in zoning district.	

Table IX-5, Standards For Future Outdoor Advertising Sign Structures⁶

Districts Permitted	Type	Maximum Number Permitted	Maximum Area of OASS	Maximum Height OASS	Location of OASS and Separation
Such new OASS's shall be allowed only along FAP or FAI routes, as designated by IDOT as of March 1, 1981, in areas zoned B-3 (General Business), B-2 (Highway Business) and IN (Industrial) and within 660' of either side of such FAP/FAI routes; in B-2, B-3, and IN districts along Lincoln Avenue north of Bradley Avenue; and in B-3, B-4,	Wall	1 per wall provided no other exterior wall signs are on display.	300 sq. ft.	Not to project above roofline or edges of wall upon which OASS mounted.	OASS shall conform to the setback requirements for buildings in the IN, B-2 and B-3 zoning districts. No OASS shall be permitted within 50' of any residential, CRE or AG zoning district. Further such OASS's shall not be located within 250' of any free-standing or wall mounted OASS. ³

Table IX-5, Standards For Future Outdoor Advertising Sign Structures⁶ (Continued)

Districts Permitted	Type	Maximum Number Permitted	Maximum Area of OASS	Maximum Height OASS	Location of OASS and Separation
and IN districts along Vine Street between Main Street and University Avenue ^{2,4,&5}					
	Free Standing	2 per OASS	300 sq. ft. (back-to-back displays shall be deemed to be a single structure ¹⁾)	IN-40 feet ² B-2, B-3, B-4 - 35 feet	Same as wall OASS's.

Notes: No Outdoor Advertising Sign Structures shall be erected on a roof or marquee. Further these regulations must be interpreted consistent with the injunction issued in Champaign County Circuit Court 76 C 1060, C-U Poster versus Urbana.

¹"Back to back" shall mean faces erected at a parallel plane separated by no greater than three (3) feet, or faces erected at no greater than a 45° angle to each other.

²If a OASS is: 1) directed primarily towards users of an interstate highway, 2) within two thousand feet (2,000') of the centerline of the highway, and 3) more than five hundred feet (500') from any residential district, school, park, hospital, or nursing home, then a) a maximum area of twelve hundred (1,200) square feet is permitted, or b) The sign may be erected to such height as to be visible from within one-half ($\frac{1}{2}$) mile away along the highway, but not to exceed a height of seventy-five feet (75') and an area of three hundred (300) square feet.

³For purposes of determining separation measurements, the following shall apply:

- a. Separation measurements between OASS's shall be measured along same side of a street.
- b. Measurements from wall OASS's, shall be made from the closest edge or projection of the OASS to the OASS from which it is being separated.
- c. Measurements from Free-Standing OASS's shall be made from the closest ground projection or support of the structure to the structure from which it is being separated.

⁴Said FAI and FAP areas include Routes 45, 150 and 10 (University Avenue from Wright Street to I-74); all of Route 45 (Cunningham Avenue) north of University Avenue; and I-74. For purposes of future OASS erection, South Philo Road shall not be included as FAP, although it may be or may have been so designated by the Illinois Department of Transportation.

⁵OASS's along Vine Street between Main Street and University Avenue shall be located within 100 feet of the centerline of Vine Street.

⁶This table sets standards for future outdoor advertising structures. Except for those outdoor advertising sign structures which are to be removed pursuant to the Settlement Agreement arising out of the litigation in 76-C-1070, existing outdoor advertising sign structures in the City of Urbana are expressly permitted and in compliance with this Article.

Table IX-6, Standards For Signs Attached to Canopies and Entrance Structures

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Height of Sign	Location of Sign
R-6B, Restricted Business	One sign per business frontage up to 100 feet. One additional sign for each 100 feet thereafter.	10 sq. feet	9 foot minimum clearance to ground.	No sign may project more than 2 feet from any canopy, or other such structure.
B-1 Neighborhood Business				
B-2 Highway Business		15 sq. feet		
B-3 General Business				
B-4 Central Business				
IN Industrial		20 sq. feet		

Table IX-7, Standards For Property Sale and Rental Signs

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Maximum Height of Freestanding Sign (See Note 2)	Location of Sign
R-1 & R-2 Single Family & R-3 Single & Two Family Residential	One per dwelling	3 square feet	5 feet	10 foot minimum setback from curb line but wholly upon the premises.
R-4, R-5 & R-6 Multiple Family Residential R-6B, Restricted Business & R-7 Dormitory	One per apartment building or dwelling	10 square feet	10 feet	10 foot minimum setback from curb line but wholly on premises
AG Agriculture	One per 660 foot frontage	32 square feet	15 feet	Signs shall conform to the setback requirements for structures in the applicable districts.
B-1 Neighborhood Business	One per frontage	32 square feet	15 feet	
B-2 Highway Business B-3 General Business B-4 Central Business	One per frontage (See note 1)	50 square feet	25 feet	
IN Industrial		150 sq. feet	25 feet	

Notes: 1) An apartment complex, shopping center, highway plaza, or industrial complex is permitted one sign per frontage, up to 200 feet, and one additional sign for each 300 feet thereafter. 2) Wall signs shall not extend beyond the top or ends of the wall surface on which they are placed.

Table IX-8, Standards For Subdivision Signs

Districts Permitted	Maximum Number Permitted	Maximum Area of Sign	Maximum Height of Sign	Location of Sign
R-1 & R-2 Single Family & R-3 Single & Two Family Residential	One sign per street bordering or entering the subdivision	50 square feet	10 feet	10 foot minimum setback but wholly upon the premise
R-4, R-5 & R-6 Multiple Family Residential R-6B, Restricted Business & R-7 Dormitory		50 square feet	10 feet	
AG Agriculture B-1 Neighborhood Business B-2 Highway Business B-3 General Business		50 square feet	10 feet	Signs shall conform to the setback requirement for structures in applicable district.
B-4 Central Business		75 sq. feet	15 feet	
IN Industrial		100 sq. feet	20 feet	

Section IX-6 Use of Noncommercial Signs in Business and Industrial Zoning Districts

A. Permanent noncommercial signs shall be permitted in all commercial and industrial zoning districts in accordance with the established sign standards by district and by sign type specified in Tables IX-1 through IX-4 and IX-6 and shall require a sign permit. However, with the exception of time and temperature signs up to twenty-six (26) square feet in area, the erection of such signs authorized by this section waives the right to erect any permitted commercial signs of the same type authorized by this Article.

B. Temporary noncommercial signs may be erected without a permit and without affecting the right to erect any permitted commercial sign or permanent noncommercial sign. Such temporary noncommercial sign shall be limited to six (6) square feet in area.

C. Community Event Signs Requiring a Permit

(1) No community event sign shall be erected or maintained on or over any property owned or controlled by the City or public right-of-way by any person without first obtaining a permit issued by the Zoning Administrator, who shall observe the requirements and restrictions of this subsection of this Article in approving or disapproving the method of display, location, number and sizes of signs. The Zoning Administrator shall require submission of evidence as to general liability insurance or its equivalent which names the City as an additional insured in amounts of no less than combined property damage and personal injury limits of \$200,000 prior to issuance of a permit.

(2) Zoning Districts Allowed

(a) B-4, Central Business

(3) Numbers and Sizes of Signs

(a) Permits shall be granted for no more than ten (10) community event signs to be displayed on any day. Where approved applications are received from more than one (1) organization for such signs to be displayed on the same day, and the total number exceeds the maximum provided in this section, each organization shall receive a permit for a pro-rata number of such signs.

(b) Community event signs shall be no larger than fifty (50) square feet in display area.

(4) Length of Time of Display

(a) Community event signs shall be displayed for not more than a consecutive thirty (30) day period.

(b) No more than two (2) days following the community event for which a sign permit is granted pursuant to this section, such special event signs shall be removed and the area where such signs have been displayed shall be cleaned and restored to its condition prior to display of such signs.

Section IX-7 Prohibited Signs

A. The following signs are specifically prohibited by this Ordinance:

1. Any sign which, by reason of its size, location, movement, content, coloring, or manner of illumination, constitutes an obvious traffic hazard or a detriment to traffic safety by obstructing or detracting from the visibility of any official traffic control device;
2. Any sign which contains or is an imitation of an official traffic sign or signal, except for private traffic direction signs specifically permitted in Section IX-5 B.6;
3. Any sign which moves or rotates in any way, provided, however that a sign which revolves three hundred and sixty degrees (360°) but does not exceed eight (8) revolutions per minute is permitted, except within fifty feet (50') of any public street or where the nearest lot contains a residential dwelling unit, public school, park, hospital, or nursing home.
4. Any sign which contains blinking, flashing lights, unless such lights are permitted in Section IX-5.
5. Any sign which contains or consists of banners, pennants, ribbons, streamers, strings of light bulbs, spinners, or similar devices, unless such signs are permitted in Sections IX-5 and IX-6;
6. Any sign which for thirty (30) consecutive days has directed attention to a product, place, activity, person, institution, or business which was formerly but is no longer in operation or existence on the premises;
7. Any sign not in compliance with the requirements of Section IX-4, IX-5, or IX-6.

B. Removal of Prohibited Signs

1. If a sign shall become prohibited under Section IX-7 A.6, notice shall be given to the land owner, sign owner, or lessee, under Section IX-9 C., and he shall have fifteen (15) days from the date of notice in which to remedy or remove the sign.
2. All other signs prohibited by this Section shall be brought into conformity as provided for in Section X-9.

Table IX-9

Free-Standing Shopping Center Signs

CLASS OF SHOPPING CENTER/PUD	DISTRICTS PERMITTED	MAX. # PERMITTED	MAXIMUM ¹ AREA	MAXIMUM HEIGHT	LOCATION	INDIVIDUAL ³ BUSINESS MAY LIST
General Shopping Center	R-6B - S B-2 - S B-3 - S B-4 - S IN - S	Two Signs per front-age	150 sq. ft.	30 feet at minimum setback line plus one additional foot per 2 ft. additional setback thereafter up to 40 feet Maximum.	Signs shall not extend over the public right-of-way, and shall conform to the setback requirements for structure in the applicable district. No freestanding signs permitted within 50 feet of any residential district where the nearest lot contains a dwelling unit, public school, park, hospital, or nursing home.	Yes
Convenience Shopping Center	R-6B - S B1 - S B2 - S B3 - S B4 - S IN - S	Two Signs per front-age	75 sq. ² ft.	" "	" "	Yes

NOTES:

¹Maximum area refers to combined area of both signs, or of one sign if there is only one.

²Size of sign may be increased to 150 square feet under special use procedures.

³Individual businesses may list, but an individual listing may not exceed 50% of the area of any face of the sign.

Section IX-8. Permits for Signs.

A. Requirements.

It shall be unlawful for any person to install, construct, erect, alter, reconstruct or relocate any sign or outdoor advertising sign structure without first obtaining a valid permit, in writing, from the Zoning Administrator, and making payment of the fees required by Section XI-8 of this Ordinance, unless such signs or outdoor advertising sign structures are permitted without a permit by Section IX-5 B.

Relocation or reconstruction of signs or outdoor advertising sign structures to conform with the requirements of this Ordinance, when such signs or outdoor advertising sign structures existed at the time of enactment of this Ordinance, is excepted from the requirement for a permit as described, provided such signs and outdoor advertising sign structures conform to all requirements of this Ordinance thereafter. A permit is required for relocation of nonconforming signs and outdoor advertising sign structures as provided in Section X-9B.6 of this Ordinance.

B. Application for a Permit.

Application for a sign permit shall be filed by the owner of the sign or an outdoor advertising sign structure or by his/her agent with the Zoning Administrator of the City of Urbana. The application shall contain the following information:

1. Name, address and telephone number of the owner of the sign or outdoor advertising sign structure and agent, if any;
2. Location of building, structure or lot to which or upon which the sign or outdoor advertising sign structure is to be attached or erected;
3. Position of the sign or outdoor advertising sign structure in relation to nearby buildings or structures.
4. Two (2) prints or ink drawings of the plans and specifications indicating the method of construction and attachment to the buildings or in the ground. No such prints or ink drawings shall be required for Section IX-5 signs, unless such signs require a permit, for signs the fair market value of which is less than Five Hundred Dollars (\$500.00) and which are erected in compliance with a standard method, the plans for which are now with the City, or for signs or outdoor advertising sign structures where drawings are already on file with the Zoning Administrator.
5. Name of person, firm, corporation or association erecting sign or outdoor advertising sign structure;
6. Evidence of written consent of the owner of the building, structure or land to which or on which the sign or outdoor advertising sign structure is to be erected.
7. Such other information as the Zoning Administrator shall require to show full compliance with this and all other laws and ordinances of the City.

C. Inspection upon Completion.

The applicant who has been issued a permit for construction, installation, erection, relocation or alteration of a sign or outdoor advertising sign structure shall, upon completion of the work, notify the Zoning Administrator, who shall inspect the

condition of the sign or outdoor advertising sign structure with respect to its safety and location and if he/she finds that the same has been constructed in compliance with the ordinances of the City, he/she shall then issue such applicant a permit in writing, authorizing such applicant to operate and maintain the sign or outdoor advertising sign structure.

D. Nullification.

If the work authorized under a permit to build has not been substantially completed within six (6) months after the date of its issuance, the permit shall become void.

E. Permit Exceptions.

The following operations shall not be considered as "installing, constructing, erecting, altering, reconstructing, relocating" or creating a sign or outdoor advertising sign structure and shall not require a permit, notwithstanding the foregoing requirements of Section IX-8.A.:

1. The changing of the advertising copy, facial panel or panels, or message on an outdoor advertising sign structure, painted or printed sign or on changeable letter panels or bulletin boards specifically designed for the use of replaceable copy.
2. Painting, repainting, cleaning and other normal maintenance and repair of a sign, sign structure or outdoor advertising sign structure.
3. Existing OASS's (other than those to be removed by Settlement Agreement arising out of litigation in case No. 76-C-1070) may continue to be maintained in all respects; may be rebuilt for any reason; but may not be enlarged.

F. Issuance of Permit.

The permit shall be issued by the Zoning Administrator within thirty (30) days of application once all of the above requirements are met.

Section IX-9. Enforcement and Penalties.

- A. The Zoning Administrator is hereby authorized and directed to administer and enforce all the provisions of this Article. Whenever necessary, the officials of other departments of the City shall give such assistance as is consistent with the usual duties of their respective departments.

Upon presentation of proper credentials, the Zoning Administrator or his/her duly authorized representative may enter at reasonable times any premises when necessary to perform any duty imposed upon him/her by this Article.

- B. Whenever it shall appear to the Zoning Administrator that any sign or outdoor advertising sign structure has been constructed or erected or is being maintained in violation of any of the terms of this Ordinance or after a permit for a sign or outdoor advertising sign structure has been revoked or become void or that a sign is unsafe or in such condition as to be a menace to the safety of the public, the Zoning Administrator shall issue a notice in writing to the owner or lessee of the sign or outdoor advertising sign structure or the owner of the premises upon which the sign or outdoor advertising sign structure is erected or maintained. Such notice shall inform such person of the violation and shall

direct him/her to make such alteration, repair or removal as is necessary to secure compliance with this Ordinance within a reasonable time limit, which shall not be less than twenty (20) days nor more than sixty (60) days.

Upon failure of the sign or outdoor advertising sign structure owner to comply with the terms of the notice of violation, the Zoning Administrator is authorized and empowered to remove, alter or repair the sign or outdoor advertising sign structure in question so as to make it conform with this Ordinance and charge the expenses for such work to the person named in the notice.

Except as otherwise provided, the Zoning Administrator may remove or cause to be removed a sign or outdoor advertising sign structure immediately and without notice, if, in his/her opinion, the condition of the sign is such as to present an immediate threat to the safety of the public.

- C. A sign shall be removed by the owner of the sign if such sign identifies the location of a product, place, activity, person, institution or business which no longer exists at that location. If the owner or lessee fails to remove the sign, the Zoning Administrator shall notify the owner or lessee, in writing, and allow fifteen (15) days for removal. Upon failure of the owner or lessee to comply with the notice, the Zoning Administrator may remove the sign at cost to the owner or lessee.
- D. Signs and outdoor advertising sign structures may be inspected periodically by the Zoning Administrator for compliance with this Ordinance and with other ordinances of the City. All signs, sign structures and outdoor advertising sign structures and their component parts are to be kept in good repair and in safe, sanitary condition.
- E. Any person violating any of the provisions of this Article shall, upon conviction thereof, be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day such violation is committed or permitted to continue shall constitute a separate offense.

Section X-9. Nonconforming Signs.

- A. Signs which do not conform to the provisions of Article IX as of January 6, 1980, or thereafter, are nonconforming uses.
- B. Unless otherwise authorized by the Board of Zoning Appeals a nonconforming sign or outdoor advertising sign structure may not be:
 - 1. Changed to another nonconforming sign;
 - 2. Structurally altered so as to prolong the life of the sign;
 - 3. Expanded;
 - 4. Re-established after its removal for ninety (90) days;
 - 5. Re-established after damage or destruction, if the estimated expense of reconstruction exceeds fifty percent (50%) of the appraised replacement cost at the time of the damage or destruction;
 - 6. Relocated unless such relocation brings the sign into conformance with all the requirements of this Ordinance, except that where a nonconforming sign is located within a right-of-way taken or acquired by a public body for street improvement purposes, then the relocation of such a sign is permitted, provided that the relocation of such a nonconforming sign shall not extend the requirements for removal as set forth in Section IX-9C.1 and C.2.
- C. All nonconforming signs shall be removed or brought into conformity with this Ordinance within the following time periods:
 - 1. For all nonconforming signs: five (5) years from the effective date of annexation or five (5) years from the effective date of an ordinance redistricting a parcel or lot through a zoning map change or five (5) years from the effective date of an ordinance amending the Zoning Ordinance text; however, no sign controlled by this Article need be removed sooner than ten (10) years from the date the sign permit authorizing the erection of the sign was issued.
 - 2. For all signs existing prior to January 7, 1980, rendered nonconforming as a result of the 1979 Comprehensive Amendment to this Ordinance No. 7980-68; upon voluntary removal, or sudden damage, or sudden destruction or other Act of God where the cost of damage exceeds 60% of the replacement cost of the sign. Further, where any on-premise, free-standing sign has been made nonconforming due to increased yard requirements as a result of Ordinance No. 7980-68, and where on the same property a building was constructed under prior development regulations which required no front yard, at such time said building or structure is damaged and the same is reconstructed or is voluntarily reconstructed to comply with the yard requirements of this Ordinance, such nonconforming on-premise free-standing sign shall also either be removed or brought into conformity with this Ordinance.
 - 3. In light of the final Judgment Order rendered by Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois, in the suit entitled "C & U Poster Advertising Co., Inc., et al. v. City of Urbana, et al.", No. 76-C-1070, and in light of the Settlement Agreement entered into between the parties, which requires the removal of certain (otherwise non-conforming) outdoor advertising sign structures, outdoor advertising sign structures are not subject to amortization or removal under this section.

Article XI, Section XI-3, Board of Zoning Appeals, Subsection C.,2.,j.,18

- 18) The Board of Zoning Appeals shall have the power to grant a variance from the provisions of subsection B of Section X-9, Nonconforming Signs so as to permit change, alteration, reestablishment or more than routine maintenance of a nonconforming sign where such change, alteration, reestablishment or maintenance shall not increase the size of the sign or outdoor advertising sign structure, make it radiate or reflect more light or otherwise make it visually more objectionable. No such variance granted by the Board of Zoning Appeals shall in any way postpone the time for removal of the nonconforming sign or outdoor advertising sign structure as provided in Section X-9C., beyond the time when the original sign or outdoor advertising sign structure which was permitted to be changed, altered, reestablished or maintained hereunder would have been required to be removed.

EXHIBIT I

SUMMARY OF PAST AND PRESENT INFORMATION
OF BILLBOARDS AND BULLETINS IN URBANA

C12

Location	Faces	Zoning ¹ Old/New	Building Permit & Date Issued	Length ⁴ of Amort. Period	HACA Permit No.	Desc. of sign & Misc.
310 W. Main (w. side of building)	1	B-2 B-4	8749 2-28-49	5 yrs.		P/P; steel and wood; 3 wood poles
(e. side of building)	1	B-2 B-4	146 2-28-49	5 yrs.		P/P; steel & wood, 4 wood poles illum'd
Elm at Vine	2	B-2 B-4	04177 8-28-69 3915 11-4-68	7½ yrs.		2 P/P, all steel w/ 2 I-beams; non-illum'd
Vine at Elm (105 S. Vine)	2	B-2 B-4	05005 7-13-71	9½ yrs.	5-0352	2 12'x44' paints, all steel on 6 I- Beams, Quartz illum'd

ATTACHMENT "B"

C13
Route 130 So. 3 R-1 B-3
(Philo Road
curve)

902 W. University 3 I-1 IN
(N. Face)

University &
Lincoln (S. Face) 4 I-1 IN

814 W. University 2 (I-1) B-3

100 W. University 6 (I-1) B-4

Outside of 5 yrs. 5-0353
City limits 5-0350
when built
originally

3856
9-16-68 6 3/4 5-0578
yrs. for
5; 2 re-
main legal

Same Same 5-0575

315 5 yrs. 5-0579
6-20-58
2 unnumbered
4-10-50
9-7-50

3753 (4/6) 5-0581
1-19-68 6 yrs.
(2/6)
11 yrs.

P/P, wood
& steel, 4
wood poles
each

7 P/P; 3
units back
to back,
dual I-Bea
construc-
tion on
2 W. units
triple I-
beam cons.
on 2 E.
units. E.
units illm

Same

P/P, all
steel w/
wood
stringers
3 I-beams
ea. on
wall,
illm'd w/
goose neck
fixtures

All steel
w/ wd.
stringers,
back-to-
back design
4 W. Race
6 steel
I-Beams

C14

University at
Vine

4

(I-1) B-4

5342
3-22-72
4308
12-18-69(2) 5-0582
7½ yrs.
(2) 5½ yrs.Back-to-
back,
P/Ps, al
steel w/
6 I-Beam
quartz
illm'd8. Broadway &
Big 4

2

I-1 IN

3946
11-29-68
4215
10-1-69Legal 5-0349
LocationP/P, all
steel w/
2 I- Bms.9. Broadway &
Boneyard

(4)

(I-1) B-4

4655
10-12-70
5008
7-13-71(2) 5 yrs. 5-035
(2) 5 yrs.
from Zoning
Ordinance
Amd'mt in
19792 wood &
steel
units;
back to
back des.
3 poles
for each,
illm'd w/
goose
neck fix-
tures

10. 900 N. Cunningham 6

(I-1) B-3

Erected
prior to
building
permit
require-
ments(4) 5 yrs. 5-0595
(2) 5 yrs.
after
amending
Z.O. in
1979Wood and
steel,
P/P, all
illm'd,
4 poles
on ea.
unit

11. Main at Wabash

1

IN

se

Legal 5-0354
LocationAll stl.
w/ wood
stringers
3 I-Beams

12. 200 N. Vine

(2)

(I-1) B-3

05007
7-13-71

5 yrs.

P/P, wood
& steel
on 4 pole

- | | | |
|----|---------------|--|
| 11 | Conforming | Single-faced IDOT-registered OASS; may remain pursuant to paragraph 6(d) of Settlement Agreement |
| 12 | Nonconforming | 30 sheet back-to-back OASS; shall be removed according to takedown agreement |

CLASSIFICATIONS OF OASS'S LISTED ON ATTACHMENT B
IN ACCORDANCE WITH PARAGRAPH 3(b) of "SETTLEMENT AGREEMENT"

LOCATION NUMBER AS LISTED ON ATTACHMENT "B"	CONFORMING/ NONCONFORMING	MISCELLANEOUS REMARKS
1 310 W. Main; West side Nonconforming 310 W. Main; East side Conforming		Wall OASS to be removed by takedown agreement Conforming; may remain
2 Elm at Vine	Nonconforming	Back-to-back 30 sheet billboards on Elm Street to be removed by takedown agreement
	Conforming	Back-to-back painted bulletin (convertible with poster panels) is conforming, IDOT-registered and need not be removed
3	Conforming	3 freestanding OASS's; IDOT-registered; need not be removed
4	Conforming	4 freestanding OASS's (7 faces total) are IDOT-registered and may remain
5	Conforming	2 30 sheet IDOT-registered OASS's; may remain
6	Conforming	IDOT-registered OASS's; may remain; may be rebuilt pursuant to paragraph 6(a) of Settlement Agreement
7	Conforming	IDOT-registered OASS's; may remain
8	Conforming	IDOT-registered OASS's; may remain
9	Conforming	2 IDOT-registered back-to-back 30 sheet poster panels; may remain may be rebuilt pursuant to paragraph 6(c) of Settlement Agreement
10	Conforming	6 IDOT-registered faces (2 back-to-back and 1 "v" 30 sheet OASS's); may remain; may be rebuilt pursuant to paragraph 6(b) of Settlement Agreement

CITY OF URBANA
DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
APPLICATION FOR SIGN PERMIT

C17

PLEASE READ:

- 1) PERMIT is required to install, construct, erect, alter, reconstruct, or relocate any sign within the jurisdiction area of the City of Urbana.
- 2) PLANS must be submitted, drawn to scale, showing dimensions and height of sign; message on sign; location of sign on property with dimensions to property line; method and materials of construction and attachments to building or ground; electrical equipment and lighting; and size and location of existing signs on property.
- 3) ELECTRICAL PERMIT must be obtained by a bonded and licensed electrician for all wiring or lighting. Contact Dale Hubert, City Electrician, phone number: 384-2434.
- 4) FEE for sign permit will be \$2.00 per \$1,000.00 or fraction thereof of installed cost, with a minimum of \$5.00. The electrical permit fee is separate.
- 5) INSPECTION must be called for upon completion; call 384-2443.

A) LOCATION OF SIGN (ADDRESS) 710 N. Cunningham ZONING DISTRICT B-3
LEGAL DESCRIPTION See Attached Lease
BETWEEN Crystal Lake Drive & Kerr Avenue STREETS
(CROSS STREET) (CROSS STREET)
TAX NUMBER part of 91-21-08-428-009
APPLICANT C&U Poster Advertising Co. ADDRESS 603 E. University Ave. PHONE 352-4460
Champaign, IL.
OWNER (LAND) John Hawn ADDRESS c/o 710 N. Cunningham PHONE 384-2412
Urbana, IL.
OWNER (BUSINESS) ADDRESS PHONE
NAME OF BUSINESS
TYPE OF BUSINESS
B) TYPE OF WORK: ☒ ERECT ☐ RELOCATE ☐ ALTER ☐ OTHER
C) TYPE OF SIGN(S): ☐ FREE-STANDING ☐ WALL* ☐ PROJECTING ☐ ROOF
☐ CANOPY ☐ OFF-PREMISE ☐ SHOPPING CENTER ☒ OTHER OASS
D) SIGN MESSAGE: Changeable
E) DIMENSIONS: *IF WALL SIGN, AREA OF WALL N/A
HEIGHT 27 feet AREA 300 sq.ft or 600 sq SETBACKS Not less than 15'
ft.
☒ SINGLE FACE OR ☒ DOUBLE FACE ☐ MULTI-FACE: NO.
F) ESTIMATED COST: \$15,000.00
G) LIST SIZE, TYPE, LOCATION, AND MESSAGE OF EXISTING SIGN(S) ON SITE:
One freestanding business sign advertising Urbana Auto Sales; faces approximately
5' x 5', located approximately 75 feet north of proposed OASS location.
H) ELECTRICAL WORK: ☐ NO ☒ YES CONTRACTOR C & U Poster Adv. Co.
I) ESTIMATED DATE OF COMPLETION: June 15, 1985
J) SIGNATURES:

The owner gives his consent to the applicant to complete all work according to the approved plans and in conformance with City regulations and both certify that the above information is true and correct:

C & U POSTER ADV. CO.

By: Richard D. Mills, Manager

See attached Lease

APPLICANT SIGNATURE

OWNER SIGNATURE

DATE OF APPLICATION

- FOR OFFICE USE ONLY-

CONTRACTOR'S BOND FEE PERMIT NO.
REMARKS:

PERMIT AUTHORIZED BY: DATE:

PERMIT ISSUED BY: DATE:

INSPECTION: I have examined the sign installation(s) authorized above and find them apparently in conformance with City Ordinances.

DATE: SIGNATURE:

BUILDING OFFICIAL OR AGENT



603 East University Avenue
Post Office Box 546

Champaign, Illinois 61820
Phone (217) 352-4460

LEASE FOR OUTDOOR ADVERTISING SPACE

John Hawn

NAME

ADDRESS

owner of the hereinafter described real estate ("Lessor"), in consideration of the mutual covenants herein contained and the payments to be made, hereby leases to C & U POSTER ADVERTISING CO., Champaign, Illinois ("Lessee") the following described real estate for the purpose of erecting, placing and maintaining 1-2 outdoor advertising structure(s) containing 2 face(s) for a period of ten years, at an annual rent of ~~DM~~ DM payable annually in advance, beginning on the first business day of the first month following the day the structure(s) is/are fully erected:

That portion of ^{the} parcel ~~number 2221192404~~ immediately north of the drainage ditch, approximately three blocks north of the intersection of University Avenue and Cunningham Avenue in Urbana, Illinois, just north of the overhead high-power lines, as indicated on the attached plat.

Located in Champaign County, Illinois.

[Attach sketch or plat of location, if necessary.]

If said structure(s) is/are not erected within one (1) year of the date of this Lease, then this Lease shall terminate and be of no further force nor effect.

Unless specifically stated otherwise herein, the Lessor represents and warrants that Lessor is either the Owner or the Agent of the Owner of the property herein demised, and that Lessor has full authority to enter into this Lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this Lease, such use to include access to the site over any lands under the control of the Lessor.

Lessor grants Lessee an easement of ingress and egress for Lessee's vehicles and personnel over Lessor's property for access to the outdoor advertising structure(s) at all reasonable times. The outdoor advertising structure(s) and all improvements erected by Lessee on the subject premises shall remain the property of Lessee and all above-ground improvements and structures shall be removed by Lessee within a reasonable time after the termination of this Lease or any renewal. If its outdoor advertising structure(s) are illuminated, Lessee shall contract for the necessary electrical power, wiring, equipment and service.

Commencing with the date of this Lease and during the term and any renewals hereof, Lessor shall not place or permit to be placed on its property a sign or other structure or improvement which would block or impair the view of Lessee's outdoor advertising structure(s) from passing vehicle traffic; nor shall Lessor erect, lease space for, or permit the erection of any outdoor advertising sign structure(s) other than Lessee's, on the subject real estate or any property owned by Lessor, or in which Lessor has an interest, within a radius of 500 feet of Lessee's outdoor advertising structure(s). Lessee is hereby granted the right to trim, cut or remove brush, trees, shrubs, vegetation and other obstructions of any kind which obscure the visibility of Lessee's outdoor advertising structure(s) in violation of this paragraph.

DM
LESSEE OF LOT IS PERMITTED OWN IDENTIFICATION SIGN, AS WELL AS LESSEE OF LOT IMMEDIATELY SOUTH

This Lease shall renew itself for an additional term of ten years, under the same terms and conditions of this Lease, unless either party notifies the other in writing of its desire that the Lease not be renewed more than sixty days prior to the end of the initial term.

Lessee may terminate this Lease at its option upon thirty (30) days written notice: (a) if the leased property or any part thereof is taken or damaged by eminent domain proceedings (and Lessee shall be entitled to proceeds according to the value of its outdoor advertising structures); (b) if the use of the lease property for the purpose permitted by this Lease is or shall be prohibited, limited or restricted by the terms of any restriction, covenant, regulation, ordinance, or law, or if any required permit cannot be obtained (however, Lessee reserves the right to continue this Lease in full force and effect if it desires to request a variance, special use permit, or challenges the validity of the restriction, covenant, ordinance, regulation, or law); (c) upon Lessor's breach of the terms of this Lease or actions which would otherwise substantially impair Lessee's ability to maintain and properly use its outdoor advertising structures for effective outdoor advertising; or (d) upon Lessee's removal of its outdoor advertising structures for any reason (however, following the damage to or destruction of Lessee's structures by any Act of God, Lessee may choose to rebuild or repair them and keep this Lease in effect.)

In the event Lessee breaches this Lease in any manner, Lessor shall give Lessee written notice of the breach, and if Lessee does not cure or begin correcting the breach within thirty (30) days thereafter, Lessor may terminate this Lease upon thirty (30) days written notice.

Lessee agrees to save Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent acts of Lessee's agents or employees in the construction, maintenance, repair, change, or removal of Lessee's structure(s) on the property and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingencies so long as this Lease shall remain in effect. Lessor agrees to save Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts of Lessor or Lessor's agents.

This Lease shall be binding upon and inure to the parties, their heirs, administrators, executors, successors and assigns. The terms "Lessee" and "Lessor" shall include the masculine and feminine, singular and plural, and shall be jointly and severally binding in the event there are multiple Lessors.

Miscellaneous Agreements:

DATED: 5/19/83

LESSEE:

C & U POSTER ADVERTISING CO.

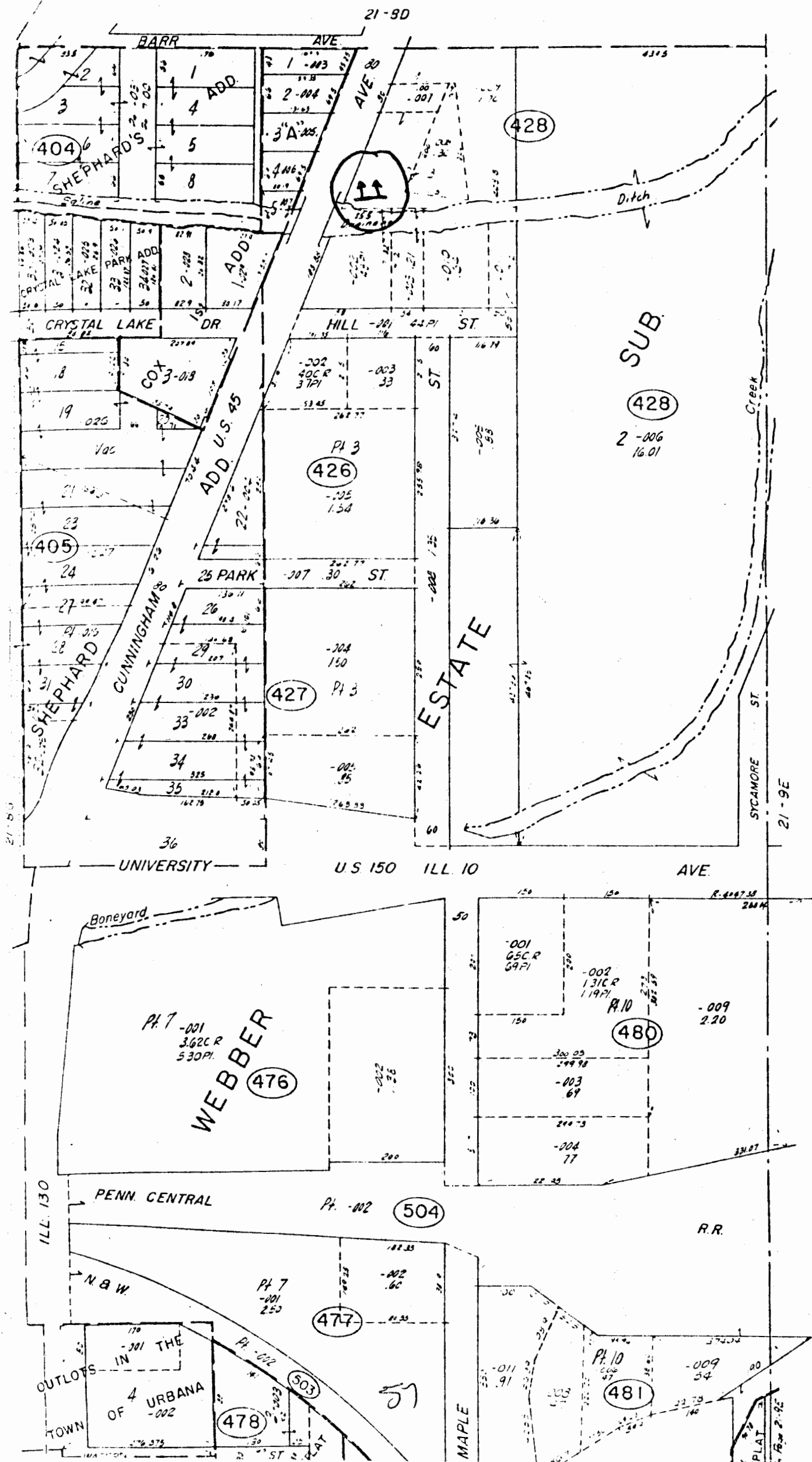
By: RD Miller mar
36

LESSOR:

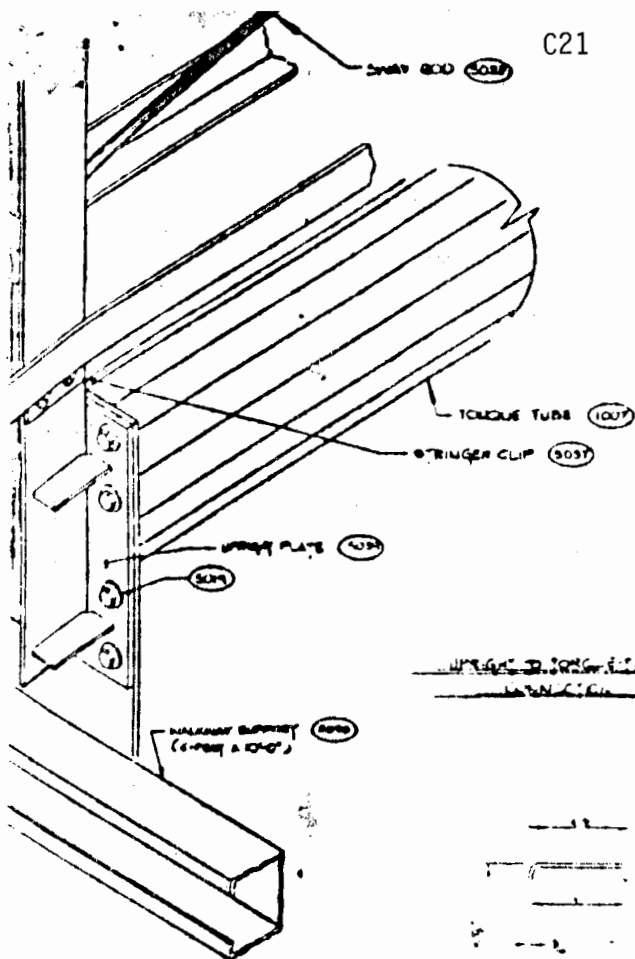
John Hawron
Address: R#1 406040 604 143
Telephone: 643 6615 F11

REVISED JAN 1 1960

A
ASSESSOR'S PLAT
SUB PT LOT 2
B
URBAN A
ORIGINAL TOWN
MICKEY SUB



C21



WIND PLATE (508)
WALKWAY SUPPORT (6-POST & 10'-0'') (8038)

VERTICAL POST SECTION (MINIMUM)	10'	15'	20'	25'	30'	35'	40'
TOP DIA.	130	130	130	14.50"	14.50"	14.50"	14.50"
BOTTOM DIA.	22.75	19.09	22.75	22.00"	22.00"	22.00"	22.00"
PLATE THK.	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$
LENGTH	19'-0"	15'-0"	29'-0"	30'-0"	30'-0"	30'-0"	30'-0"
VERTICAL BOTTOM SECTION							
TOP DIA.				20.63"	20.63"	20.63"	20.63"
BOTTOM DIA.				23.15"	24.62"	26.13"	27.63"
PLATE THK.				$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$
LENGTH				10'-0"	16'-0"	22'-0"	28'-0"
FIXMENT DEPTH	9"	0"	10"	12'-0"	18'-0"	14'-0"	15'-0"
TOTAL ASSEMBLED LENGTH	19'-0"	24'-0"	29'-0"	31'-0"	42'-0"	49'-0"	55'-0"
HORIZONTAL TUBING TUBE							
DIAMETER	10.00	10.00	10.00	10.00"	10.00"	10.00"	10.00"
PLATE THK.	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$	$\frac{3}{16}$
LENGTH	14'-6"	14'-6"	14'-6"	14'-6"	14'-6"	14'-6"	14'-6"

DESIGN NOTES

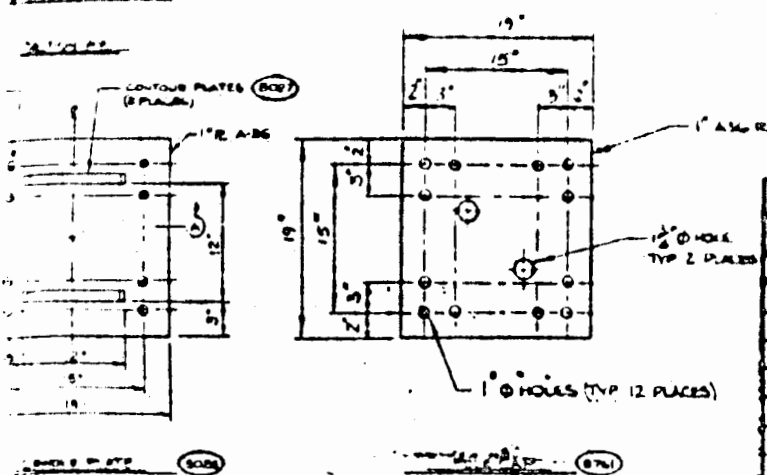
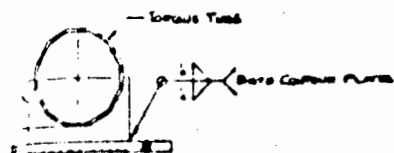
- STRUCTURE IS DESIGNED FOR 30 PSF WIND LOADING
- DESIGNED IN ACCORDANCE WITH AISC
- DESIGN IS BASED ON A 17' 10" SIGN FACE
- ALL STEEL GALVANIZED PER AIAA OR RUST PREVENTED

MATERIAL

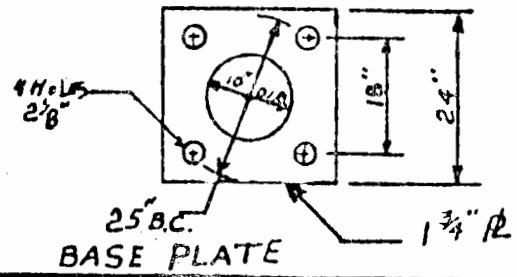
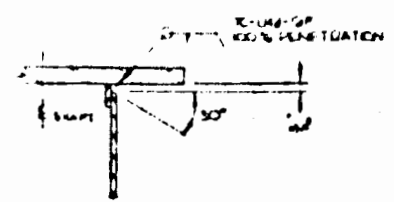
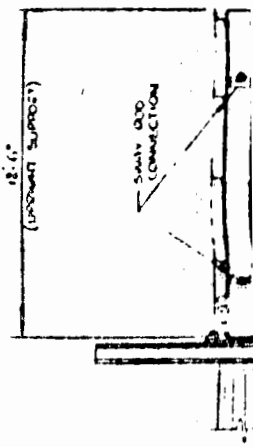
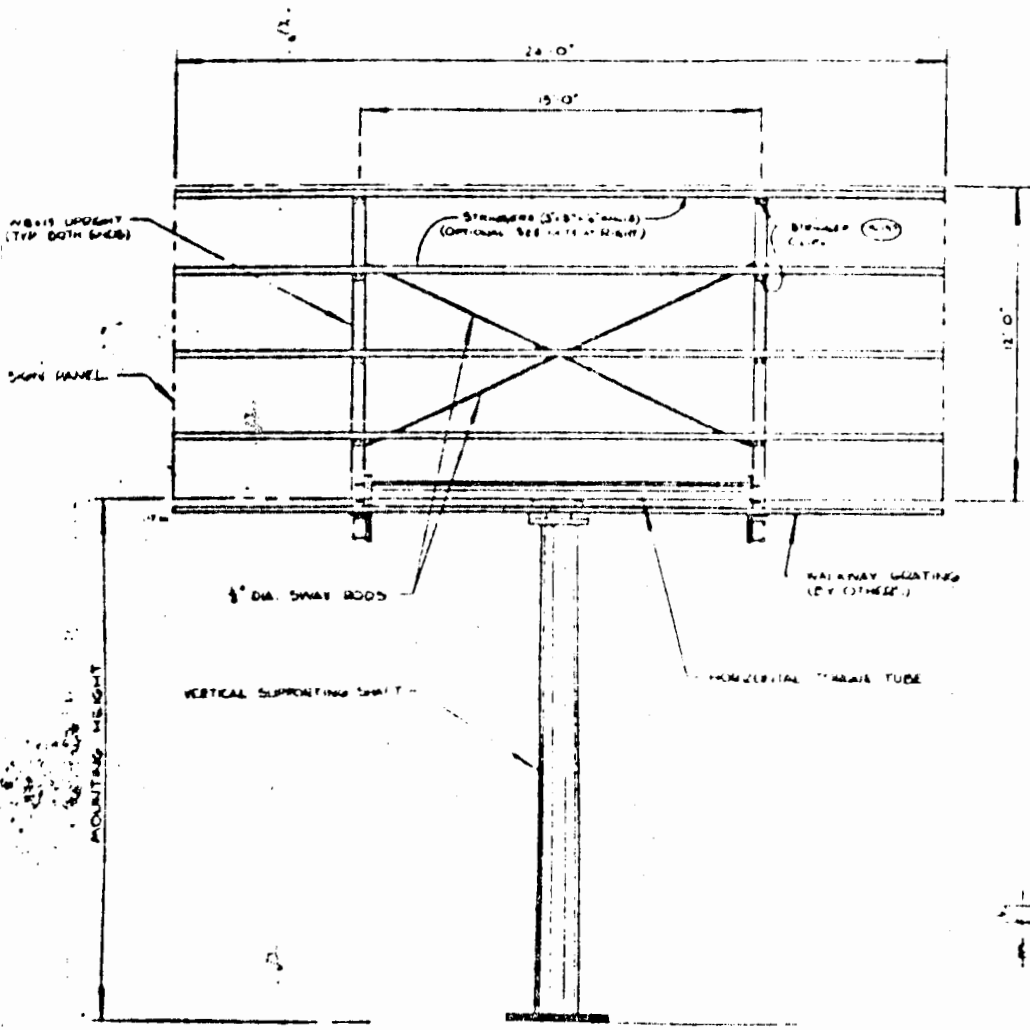
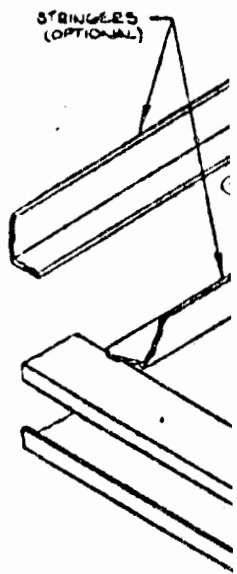
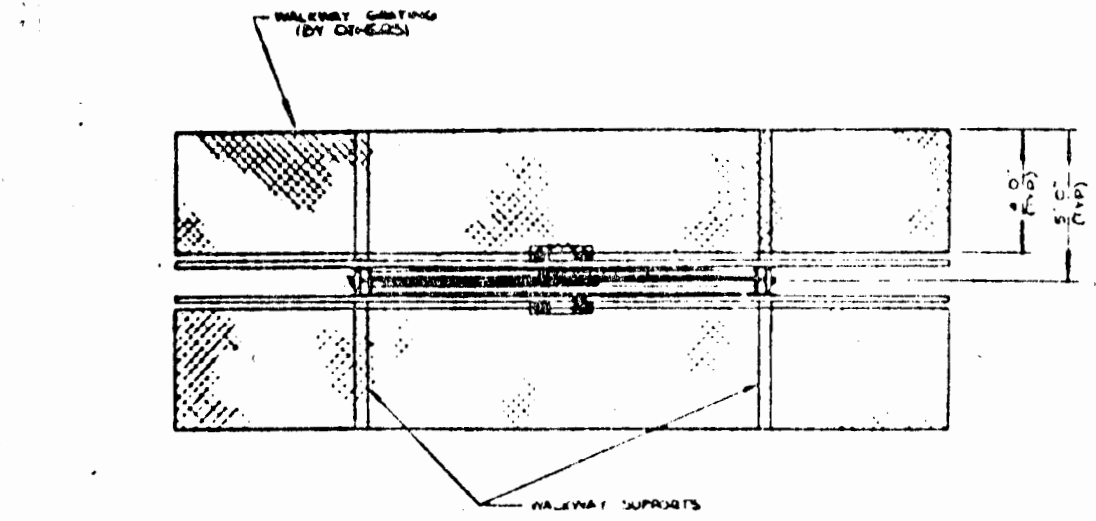
- ALL STEEL SHALL BE A572 GR 60 OR A572 GR 65
- STEEL TUBES SHALL BE A572 GR 60
- PLATE WALL AND VEE ASSEMBLY SHALL BE A572 GR 60
- STEEL TUBES SHALL BE A572 GR 60
- WALKWAY PLATE SHALL BE A572 GR 60 GALVANIZED

DETAIL

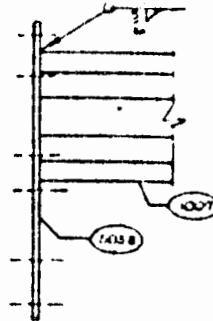
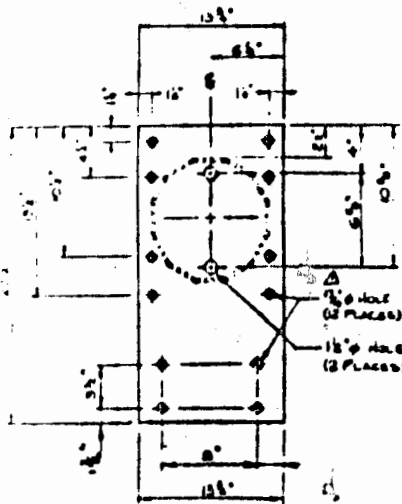
STRENGTH ARE OPTIONAL AND ORDERED AS A SEPARATE ITEM.
TO ORDER STRENGTHS, SPECIFY PRODUCT NO 10120.



REVISIONS		SKYLINE STRUCTURES	
NO	DATE	Division Of Anderson Safety Guard Rail Corp. FLINT MICHIGAN	
		C.U. POSTER	
		P.O. LTR	
		30 PSF WIND LOADING	
		12' 24' POSTER	
		DESIGN BY TR	DATE 5-20-83
		DESIGN BY BT	DATE 5-28-83
		APPROVED BY	DATE 5-28-83
		NO 3029	12

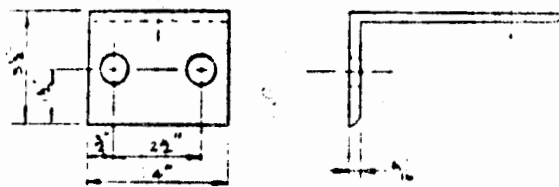
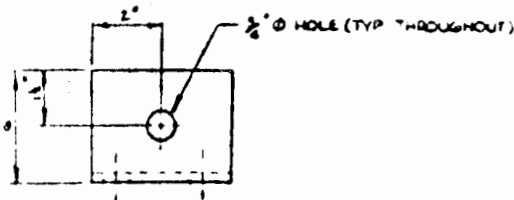


59



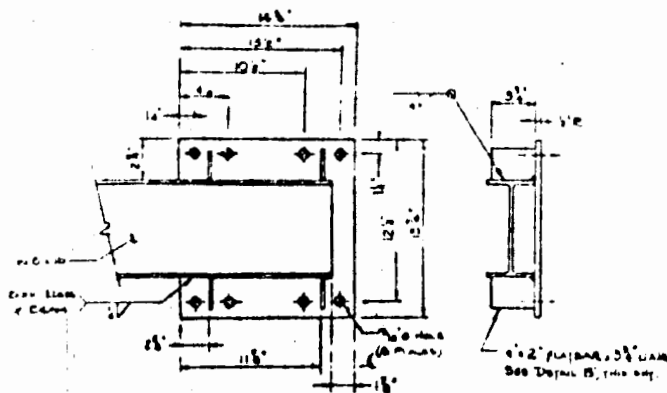
UPRIGHT SUPPORT PLATE (5036)

(R 15 1/2" X 25 1/2", A-36)



STRINGER CLIP ANGLE (5037)

(L 17 1/2" X 1 1/2", A-36)



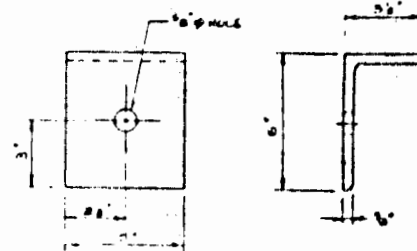
DETAIL A

SEE
NOTE

QTY	ITEM NO	DESCRIPTION	
1	2761	ROD CAP - 1" X 1/2" X 1/2" 1/2" X 1/2" X 1/2"	
1	1007	TORQUE TUBS - 10" X 1/2" X 1/2"	
1	5026	CRADLE PLATE - 1" X 1/2" X 1/2" 1/2" X 1/2" X 1/2"	
2	5027	CRADLE PROFILE PLATES - 1" X 1/2"	
2	5030	UPRIGHT SUPPORT (L - 1" X 1/2" X 1/2")	A-36
2	5080	UPRIGHT - 1/2" X 1/2" X 1/2" X 1/2"	
2	5034	UPRIGHT PLATE - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-36
2	5040	UPRIGHT PLATE CORNER - 1/2" X 1/2" X 1/2" X 1/2"	A-36
2	5055	WALWAY SUPPORT - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-36
2	5057	STRINGER CLIP - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-36
2	5010	BOLT - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-307 CAPS
2	5019	BOLT - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-307 CAPS
2	5023	BOLT - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-307 CAPS
2	5032	SWAY ROD - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	
2	5031	SWAY ROD ANGLE - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	
11	5010	STRINGER - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-36
16	5010	BOLT - 1/2" X 1/2" X 1/2" X 1/2" (1/2" X 1/2" X 1/2")	A-307 CAPS

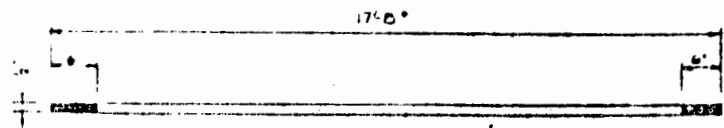
NOTES

1. STRINGERS ARE OPTIONAL AND ARE ORDERED AS A SEPARATE PRODUCT CODE, WHEN STRINGERS ARE ORDERED, THE ITEMS AND QUANTITIES SHOWN SHOULD BE ADDED TO THE BILL OF MATERIAL.



SWAY ROD ANGLE (5031)

(L 17 1/2" X 1 1/2", A-36)

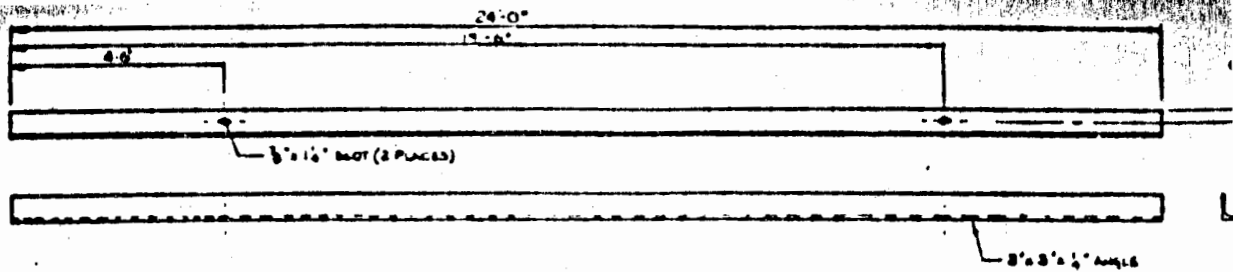


SWAY ROD (5032)

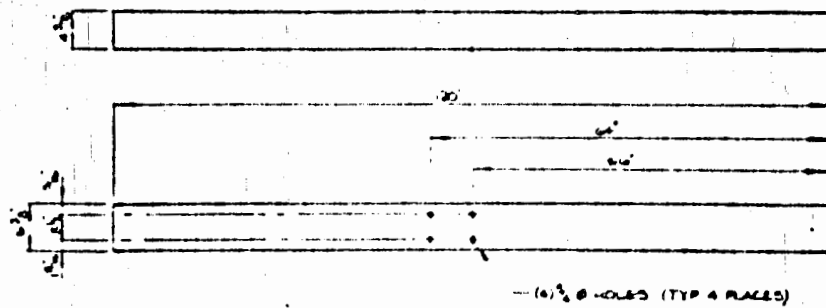
(L 17 1/2" X 1 1/2", A-36)

REVISIONS		SKYLINE STRUCTURES	
NO	DATE	Division Of Anderson Safety Guard Rail Corp.	
		FLINT MICHIGAN	
		C.U. POSTER	
		P.O. LTR.	
		POSTER DETAILS	
		DESIGN BY TR	DATE 5-20-83
		CHECK BY PT	DATE 8-20-83
		APP'D BY	DATE
A104-0006/AS		3029	2 2

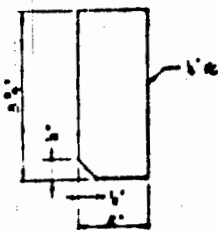
024



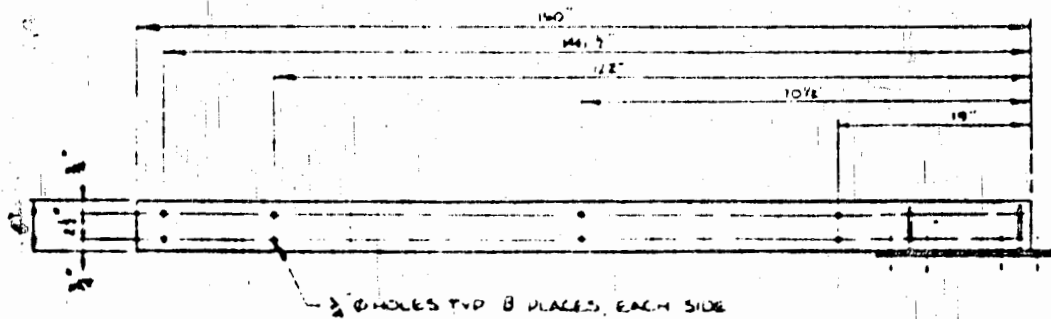
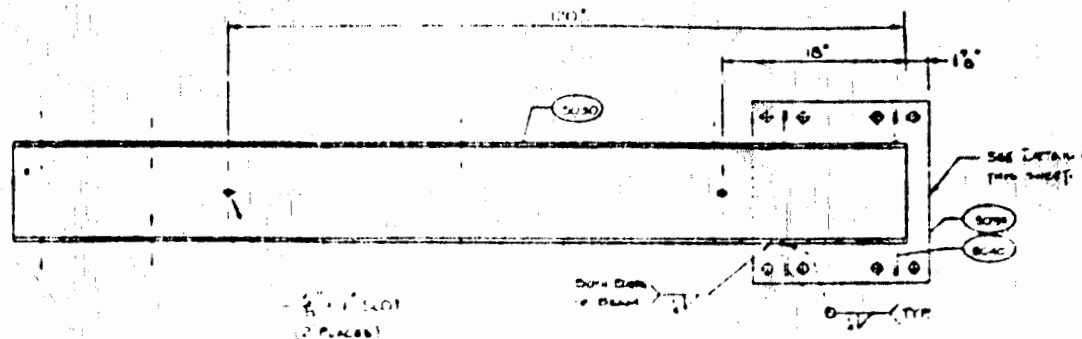
STRINGER (5033)
(SEE NOTE 1 AT RIGHT)



WALL W/IN 1/4" BOLT (5033)
(BOLTED CHART)

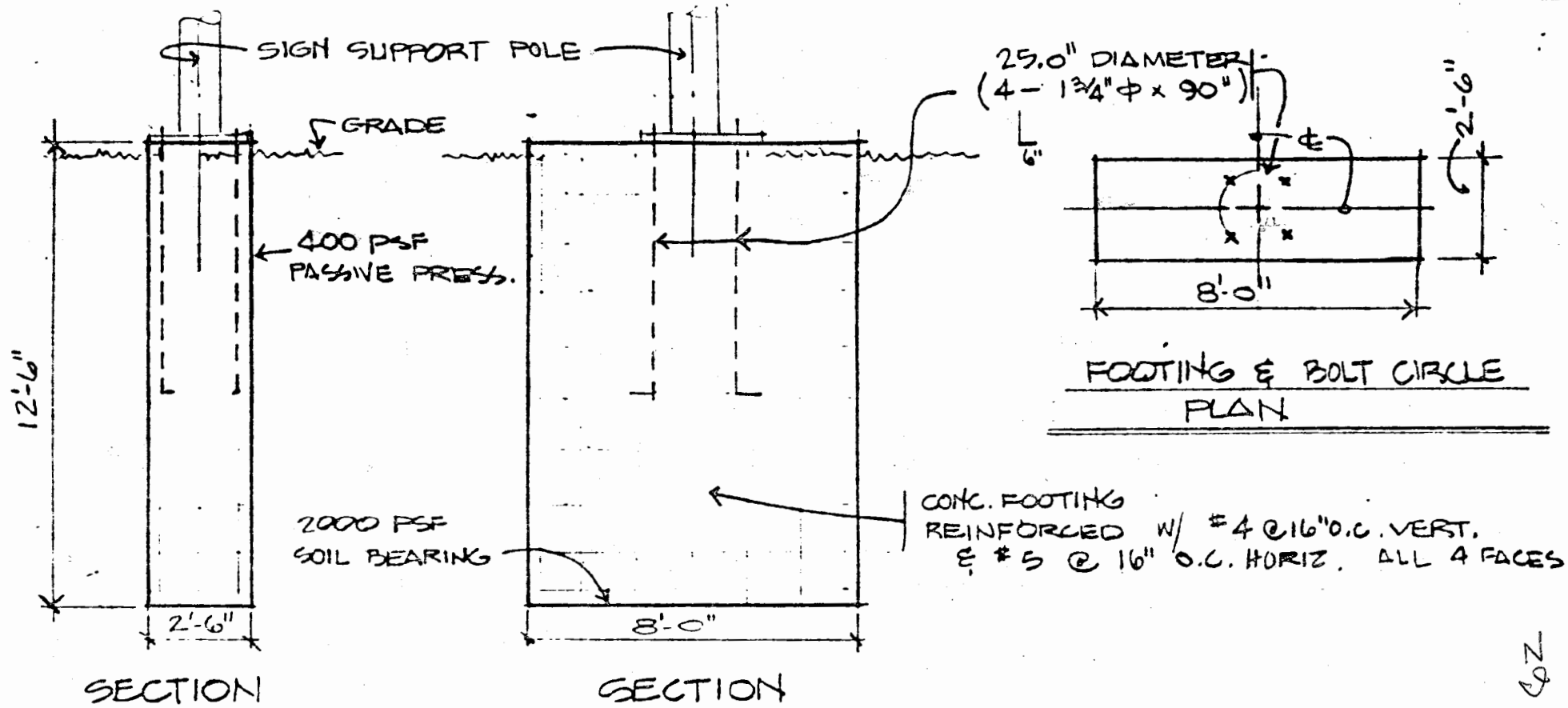


DETAIL D
UPRIGHT PLATE GASKET
(8" x 3 1/2" x 6" x 2") (5030)



UPRIGHT MEMBER (5030) (5031) (5032)
(NO. 5)

07



DYER UGGERBY & LE GRANDE
ARCHITECTS
CHAMPAIGN, ILLINOIS 61820

INSTALLATION INFO.

12' x 24' SIGN (15' TO
BOTT. OF SIGN)
30 PSF WIND LOAD

CONCRETE $f'_c = 3000$ PSI
REINFORCING STEEL GRADE 60

HARRY E. MARSHALL LTD

structural engineers

2970 maria avenue 564-1981
northbrook, illinois 60062

POLE FOUNDATION
FOR POSTER ADVERTISING

REVISION

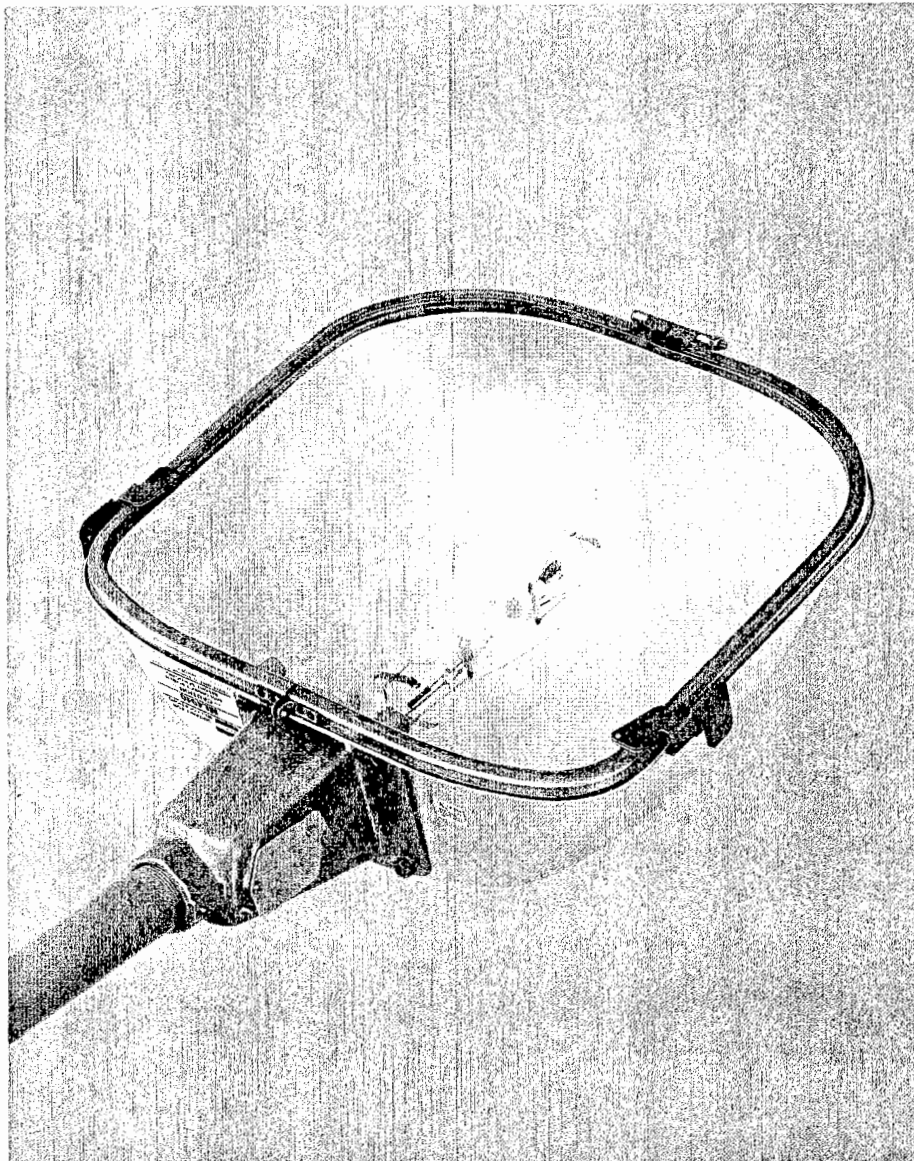
6/28/83

DRAWING

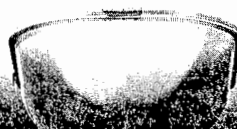
2

CROUSE-HINDS
SUPER
KNIGHT*LIGHT

*The only light designed
exclusively for painted bulletins.*



63



Better light than the competition for less money.



SUPER KNIGHT*LIGHT

Super Knight*Light is a special purpose fixture designed for lighting painted bulletins.

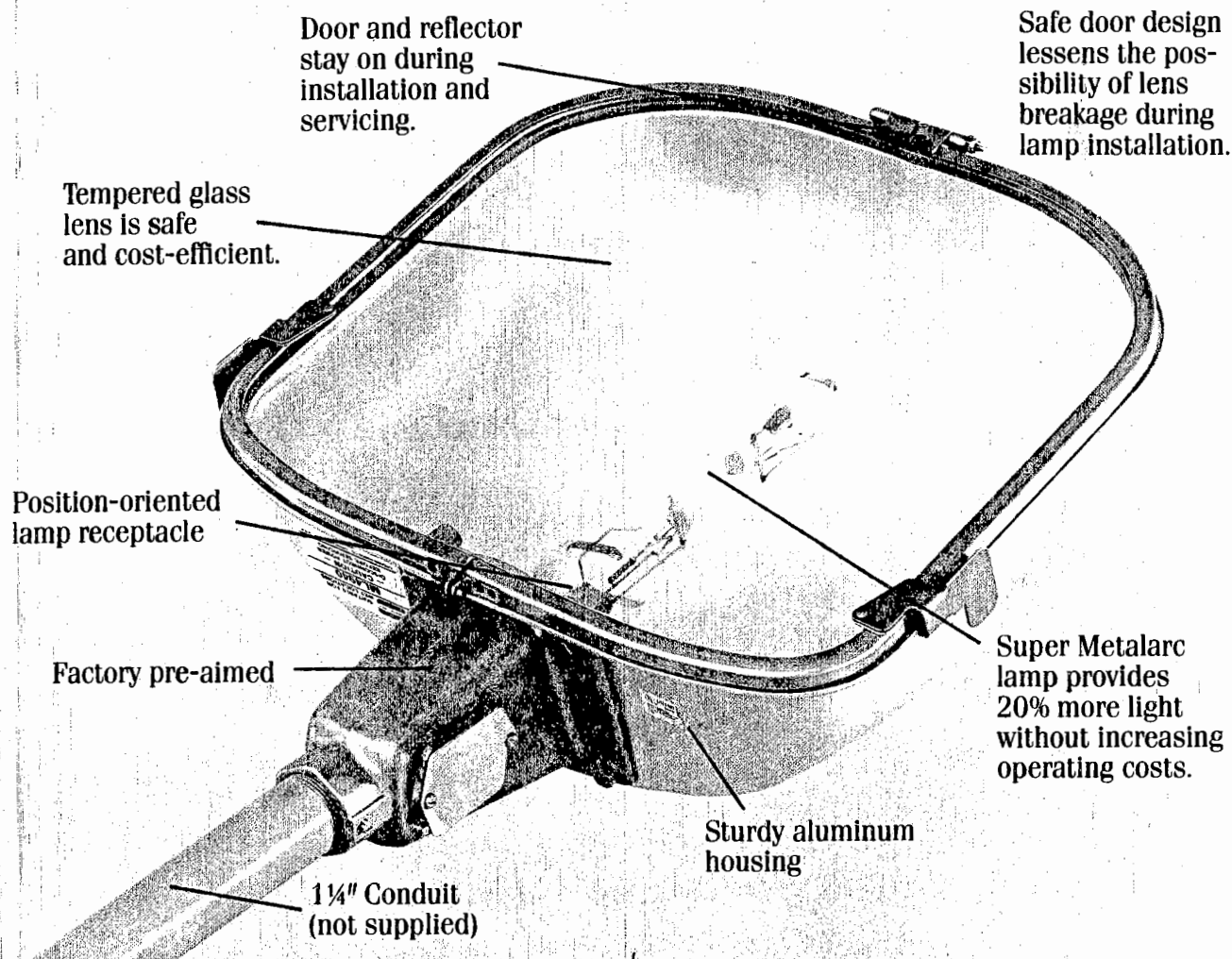
Available at a price substantially lower than the leading competitor, Super Knight*Light offers ease of installation and maintenance.

Unit construction features an Alzak® aluminum reflector (which also serves as the lamp housing), a heat and impact resistant glass lens, and a die-cast aluminum receptacle housing.

Unit is pre-aimed, with position-oriented lamp receptacle and easy access wiring chamber with captive cover.

The Super Knight*Light luminaire uses the energy-saving 400 watt Super Metalarc lamp (MS400/HOR), which provides 20% more light without additional operating costs. The luminaire may also be ordered for use with 175 or 250 watt Super Metalarc lamps. All units may be used with standard mogul based metal halide lamps.

Adjustable support arm, vandal shield and remote ballast are also available.

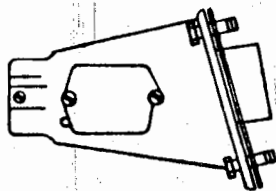


64

CONVERSION

To convert from a standard Knight*Light model SL-400 or SL-400A to a Super Knight*Light, all that's necessary is a new high output Super Metalarc metal halide lamp and a new receptacle housing. The new receptacle will also accommodate the standard mogul based metal halide lamps.

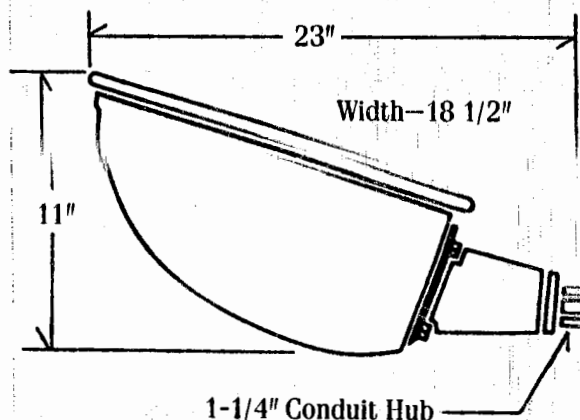
CONVERSION KITS FOR SUPER METALARC



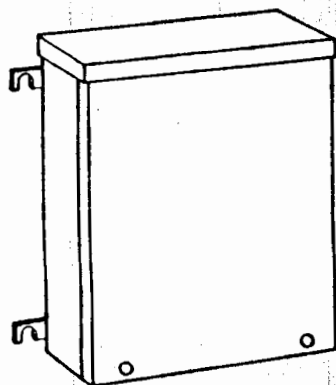
ML5615—For 400 Watt
Net Wt. 3 Lbs.

ML5617—For 175/250 Watt
Net Wt. 3 Lbs.

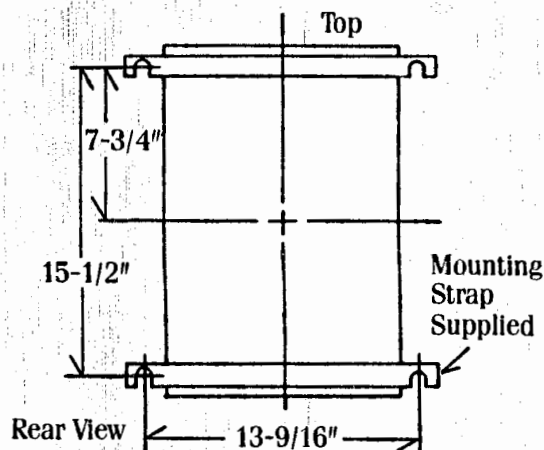
DIMENSIONS



BALLAST ASSEMBLY



Raintight Ballast Box



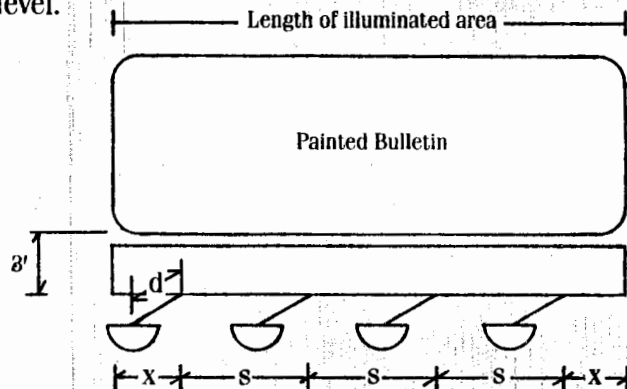
OPTIONS & ACCESSORIES

VS—Vandal shield
(available on hinged door only).

ML 4886—Adjustable Support Arm

LIGHTING SELECTOR

The Lighting Selector shows the number of fixtures used to achieve the desired footcandle level.



d=Length of 1 1/4" conduit measured from copy face to fixture hub.

s=Space between luminaires

x=Distance from edge of sign to first luminaire.

$$x \text{ (max.)} = \frac{s}{2}$$

FOR STANDARD METAL HALIDE LAMPS:

Number of luminaires	d	s	Approximate Initial average footcandles
5	5'-6"	9 1/2'	63
4	5'-6"	12'	50
3	5'-6 1/2"	16'	38

Based on 400-watt metal halide lamp.

FOR SUPER METALARC, MS400/HOR LAMPS:

Number of luminaires	d	s	Approximate Initial average footcandles
5	5'-6"	9 1/2'	75
4	5'-6"	12'	60
3	5'-6 1/2"	16'	45

Based on 400-watt Super Metalarc lamp, MS400/HOR.

605

ORDERING INFORMATION

Combinations of SL luminaires can be made from a variety of components. A typical combination would be:

This combination is detailed in the following breakdown of components. Other combinations are made by substituting or adding from the tables.

MODEL	WATTAGE AND LAMP TYPE	HINGED DOOR	OPTIONS (ALL SUFFIXES)
MODEL NO. INTEGRAL LENS	MODEL NO. HINGED DOOR	WATTAGES	LAMP TYPE
SL 175A-SM	SL 175A-SM-HD	175/250	Super Metalarc*
SL 400A-SM	SL 400A-SM-HD	400	Super Metalarc*
			NET WT. (LBS.)
			SHIPPING VOLUME CU. FT.
			4.2
			4.2

*Will also accept Mercury Vapor and standard Metal Halide Lamps.

BALLASTS—WEATHERTIGHT ENCLOSURE

LAMP WATTS	LAMP TYPE	NO. IN HOUSING	CATALOG NO.
175*	Super Metalarc**	one	ML3363
		two	ML3362
250*	Super Metalarc**	one	ML4360
		two	ML4361
400*	Super Metalarc**	one	ML4681
		two	ML4683

BALLASTS—CAN TYPE☆—OUTDOOR ENCASED

LAMP WATTS	LAMP TYPE	TYPE	CATALOG NO.
400●	Super Metalarc**	1 Lamp	ML4419J
		2 Lamps	ML4421J

*Ballasts are Multi-tap, 120/208/240/277V, regulated output, high power factor.

**Will also operate Mercury Vapor and standard Metal Halide lamps.

●Can type Ballasts are dual voltage 120/240.

☆Can type Ballasts include satchel handle type mounting.

Alzak® is a registered trademark of the Aluminum Company of America



CROUSE-HINDS LIGHTING

P. O. Box 824, Vicksburg, Mississippi 39180
601/638-1522

Cdo

LIST OF ALL PRESENT APPLICABLE BUILDING CODES,
LIFE SAFETY CODES, ELECTRICAL CODE PROVISIONS AND OTHER CODES,
ORDINANCES, REGULATIONS, RESOLUTIONS, ETC., WHICH APPLY TO
THE ERECTION AND MAINTENANCE OF OASS'S IN URBANA:

The construction standards and building codes applicable to outdoor advertising sign structures are only those as contained within the City of Urbana Code of Ordinances as may be amended from time to time. The City of Urbana Municipal Code, as in effect upon the effective date of this settlement agreement, or as may be amended in the future, shall not have the effect of altering, reducing or eliminating the rights of C-U Poster to erect outdoor advertising sign structures pursuant to the terms and conditions of this settlement agreement.

PROPOSED TAKEDOWN BY AGREED SCHEDULE

Location No.	Location	Number of Faces to Take Down	Takedown Period (From date of Passage of Ordinance)
--------------	----------	---------------------------------	--

1	310 West Main/west side of building	1	30 days
	300 West Main/east side of building	xxx	xxx years
2	Elm at Vine	2	4 years
12	200 North Vine	2	30 days

68

ATTACHMENT "F"