

ORDINANCE NO. 8586-3

AN ORDINANCE APPROVING AN AGREEMENT WITH
THE ARTS COUNCIL OF CHAMPAIGN COUNTY

WHEREAS, the City of Urbana has undertaken a program to beautify the Central Business District by the adoption and implementation of a "street-scape" plan and has expended considerable sums in the implementation of such plan, and

WHEREAS, the City Council find that the attached agreement with the Arts Council of Champaign County will further the goals of the "streetscape" plan, and

WHEREAS, traditionally, the use of the public right-of-way has been vested in the City Council, and

WHEREAS, the City Council finds it to be in the best interests of the City of Urbana to enter into the attached agreement conferring upon the Arts Council of Champaign County certain proprietary rights to maintain banners over the public right-of-way, mounted on City light standards, in exchange for the benefits therein accruing to the City of Urbana, to-wit: the enhancement of the "streetscape" plan for the Central Business District, and

WHEREAS, the City Council finds that the attached agreement provides the necessary control to avoid the proliferation of signs in the Central Business District, and is thus within the spirit and intent of the comprehensive sign regulations enacted by the City of Urbana.

NOW, THEREFORE, BE IT ORDAINED BY THE URBANA CITY COUNCIL that:

1. The City Council finds and determines that the use of the City light standards in the manner specified in the attached agreement promotes and enhances the Urbana "streetscape" plan for the Central Business District.

2. The Mayor is authorized to execute the attached agreement on behalf of the City of Urbana, Illinois.

This Ordinance shall be in full force and effect from and after its passage in accordance with the terms of Section 1-2-4 of the Illinois Municipal Code.

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 on the CAS 57th day of July, 1985.

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

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 5th day of August, 1985.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-3 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

Date July 19, 1985



A G R E E M E N T

WHEREAS, the Arts Council of Champaign County, a not-for-profit corporation, having a corporate purpose of promoting the arts in Champaign County, Illinois, has proposed an agreement designed to accomplish the goals of promoting artistic events and the enhancement of the central business district of Urbana, and

WHEREAS, the City of Urbana is also desirous of accomplishing these goals.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Arts Council of Champaign County (hereinafter sometimes called "Arts Council") may cause certain hardware attachments (as approved by City) to be affixed to certain light pole standards owned by the City of Urbana (hereinafter sometimes called "City") designated on the attached plat. The said hardware shall be securely fastened and placed only as designated by City. Upon termination of this agreement, all hardware placed by Arts Council shall be promptly removed and light pole standards will be appropriately painted to match, all at its sole expense.

2. This agreement may be terminated by either party upon the furnishing to the other party at the address listed below its name at the end of this agreement, thirty (30) days written notice of termination.

3. During the term of this agreement, Arts Council shall have the right to display and remove banners on the said hardware. It is agreed that banners displayed shall be limited to only the following:

Category 1: Those banners advertising artistic or cultural matters or other community events which are sponsored by not-for-profit organizations.

Category 2: Civic banners provided by City. These civic banners (hereinafter sometimes called "interim display banners") shall be

provided by City at no cost to Arts Council and shall be generally banners promoting City as a city. It is expressly agreed that when banners of Category 1 are not being displayed, banners provided by the City in Category 2 will be displayed at all times without cost to the City.

4. Arts Council agrees that no banners will be displayed on the said light pole standards except as a complete and uniform set on each or both of Vine Street and Race Street in the area designated on the attached plat.

5. The choice of what banners in Category 1 and the terms and conditions of their display, shall be in the sole discretion of Arts Council, except such banners cannot be other than those meeting the qualifications described in Category 1 above or Category 2 above.

6. Arts Council also agrees that for any single 14-day consecutive period in any calendar year, City may pre-empt display rights to display any banners it so chooses so long as City gives Arts Council notice of the 14-day period it has chosen by July 1st immediately preceding the period of display. It is agreed that City shall pay to Arts Council* _____

Dollars (\$ _____) per day for each day it has the right to display its selected banner under this paragraph.

7. Arts Council will cooperate with City in the maintenance of its light pole standards and agrees to remove any and all banners for any period of time required by City for the purpose of maintenance upon thirty (30) days notice by City to Arts Council to so do.

8. Arts Council agrees to retain a competent and licensed contractor to erect and take down any and all hardware placed by it under this agreement and any and all banners displayed on such hardware. Arts Council

*The figure to be inserted will be the standard "going rate" being the same as for others.

also agrees to immediately, upon notice from City, cause said contractor to replace, repair and take whatever corrective action is necessary to repair any damaged hardware or banners.

9. It is expressly understood that this agreement contemplates two (2) banners for each light pole standard, each facing in both directions and each banner not to exceed fifty (50) square feet in area.

10. Arts Council agrees that if any banners erected contain the dates of a particular event, such banners will be removed within one (1) week after the date of the event.

11. Arts Council agrees to Three Hundred Thousand Dollars (\$300,00.00) of general liability insurance naming the City of Urbana as an additional insured on such policy to protect City against any claims of liability arising out its use of City's light pole standards under this contract. Copy of policy on file with the City Clerk and not to be cancelled without notice to City.

12. Arts Council agrees to provide to the City Clerk information to be available for public distribution as to how one gains access to the display rights on the banners erected pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

ARTS COUNCIL OF CHAMPAIGN COUNTY

CITY OF URBANA

By _____

By _____

Attest _____

Attest _____