

ORDINANCE NO. 8586-56

AN ORDINANCE APPROVING AGREEMENT WITH
THE DOWNTOWN URBANA PROMOTION COMMITTEE

WHEREAS, the Urbana City Council did heretofore, in Ordinance #8586-3, approve the execution on behalf of the City of Urbana of a certain agreement with the Arts Council of Champaign County for the reasons and purposes set forth therein, and

WHEREAS, the Arts Council of Champaign County is unwilling or unable to enter into the agreement therein approved, and

WHEREAS, the Downtown Urbana Promotion Committee is ready, willing and able to undertake the obligations set forth in the proposed agreement with the Arts Council of Champaign County.

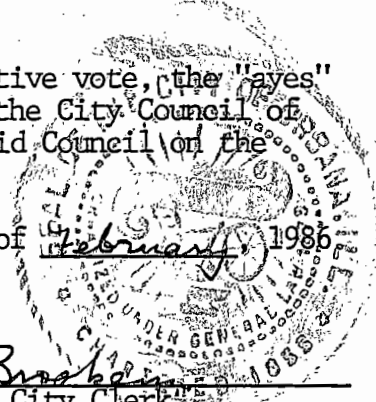
NOW, THEREFORE, BE IT ORDAINED BY THE URBANA CITY COUNCIL that:

Section 1. In order to achieve the goals and purposes set forth in Ordinance #8586-3, the City Council finds and determines that it is in the best interests of the City of Urbana to enter into a similar agreement with the Downtown Urbana Promotion Committee in lieu of such agreement with the Arts Council of Champaign County.

Section 2. The Mayor is authorized to execute the same agreement which was approved in Ordinance #8586-3, but with the substitution of the Downtown Urbana Promotion Committee instead of the Arts Council of Champaign County.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the Members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 3rd day of February, 1986.

PASSED by the City Council on this 3rd day of February, 1986


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 11th day of February, 1986.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-56 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

February 6, 1986
Date



A G R E E M E N T

WHEREAS, the Downtown Urbana Promotion Committee, a not-for-profit corporation, having a corporate purpose of promoting the City of Urbana, generally, has proposed an agreement designed specifically 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 Downtown Urbana Promotion Committee (hereinafter sometimes called "DUPC") 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 DUPC 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, DUPC 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 DUPC 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 City in Category 2 will be displayed at all times without cost to City. (If City in fact supplies them.)

4. DUPC agrees that no banners will be displayed on the said light pole standards except of uniform size and in tandem on a pole with back-to-back displays.

5. The choice of what banners in Category 1 and the terms and conditions of their display, shall be the sole discretion of DUPC, except such banners cannot be other than those meeting the qualifications described in Category 1 above or Category 2 above, and in no case shall banners so erected which advertise events occurring other than in the City of Urbana or the University of Illinois campus.

6. DUPC 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 DUPC 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 DUPC the standard "going rate" per day for each day it has the right to display its selected banner under this paragraph.

7. DUPC 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 DUPC to so do.

8. DUPC 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. DUPC 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. DUPC 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. DUPC agrees to Three Hundred Thousand Dollars (\$300,000.00) 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 of 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. DUPC 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.

DOWNTOWN URBANA PROMOTION COMMITTEE

CITY OF URBANA

By _____

By Jeffrey T. Markland, Mayor

Attest _____

Attest Ruth S. Brookens, City Clerk