



BANNER ATTACHMENT AGREEMENT

THIS AGREEMENT, made this 11th day of July, 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban-county government created pursuant to KRS 67A, located at 200 East Main Street, Lexington, Kentucky 40507 (“**LFUCG**”) and **THE UNIVERSITY OF KENTUCKY**, with offices at 201 Main Building, Lexington, Kentucky 40506-0032 (“**UK**”).

WITNESSETH:

WHEREAS, LFUCG owns the light poles located along South Limestone Street in Lexington, Kentucky; and

WHEREAS, UK, upon approval from LFUCG, desires to install banners on LFUCG’s light poles; and

WHEREAS, LFUCG owns the banner arms (“brackets”) currently affixed to the light poles located between Avenue of Champions and Maxwell Street; and

WHEREAS, UK, upon approval from LFUCG, also desires to use the brackets currently affixed to the light poles located between Avenue of Champions and Maxwell Street, for banner installation purposes; and

WHEREAS, LFUCG consents to UK’s proposed use, provided that UK agrees to replace any worn or torn banners in a timely manner, and further agrees to maintain the existing brackets, replace any broken or damaged brackets, acquire additional brackets if necessary, and return original brackets to LFUCG upon expiration of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. RECITALS INCORPORATED.

The above recitals are incorporated herein as if fully stated.

2. PERMITTED ATTACHMENTS.

LFUCG agrees to allow UK to attach the banners in the area described in Exhibit 1, which is attached hereto and incorporated herein by reference, to LFUCG’s light poles, in accordance with any and all applicable university design standards and guidelines. All banners must be approved by the appropriate division, department, office, or official at UK.

3. **INSTALLATION OF BANNERS, MAINTENANCE & REMOVAL REQUIREMENTS, AND COSTS.**

UK shall be responsible for production, installation and removal of banners in a timely manner. UK shall coordinate the installation and removal of banners on light poles located in the public rights-of-way with LFUCG in accordance with Chapter 17C of the Lexington-Fayette Code of Ordinances, and in conformity with any order issued by the LFUCG Director of Traffic Engineering. LFUCG shall manage the permitting for lane closures required for installation and removal of the banners when required.

UK agrees to maintain existing brackets, replace any broken or damaged brackets, acquire additional brackets if necessary, and return original brackets to LFUCG upon expiration of this Agreement. UK further agrees to replace any and all worn or torn banners in a timely manner. For purposes of this Agreement, UK shall replace such facilities immediately upon discovery that such a condition exists, or upon thirty (30) days' notice from the LFUCG Director of Traffic Engineering, or his designee. Any and all replacement brackets shall adhere to the product description of the existing brackets, which is attached hereto as Exhibit 2 and incorporated herein by reference.

UK shall exercise reasonable care to avoid damage to LFUCG's facilities and assumes all responsibility for any and all such damage. LFUCG reserves the right to make necessary repairs to LFUCG-owned facilities at any time during the duration of this Agreement at the cost and expense of UK and without liability. Should UK fail to remove its facilities from LFUCG's light poles within a reasonable time following expiration or termination of this Agreement, LFUCG shall have the right to remove said facilities at the cost and expense of UK and without liability. Should UK fail to return LFUCG's original brackets within a reasonable time following expiration of termination of this Agreement, UK hereby agrees to pay LFUCG for replacement brackets.

4. **INDEMNIFICATION.**

As an agency of the Commonwealth of Kentucky, UK is prohibited from indemnifying third parties. Therefore, UK shall be responsible for its own actions to the extent and in the manner provided for by applicable law.

5. **NONCOMPLIANCE.**

Should UK fail to comply with any of the provisions of this Agreement, or otherwise defaults in any of its obligations under this Agreement, and fail to correct such default or noncompliance within thirty (30) days' written notice from

the LFUCG Director of Traffic Engineering, LFUCG may, at its option, terminate this Agreement by giving written notice to UK of said termination.

6. **WAIVER.**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

7. **ASSIGNMENT.**

UK shall not assign, transfer, or sublet the privileges hereby granted by LFUCG.

8. **PROPERTY RIGHTS.**

No use, however extended, of LFUCG's light poles under this Agreement shall create or vest in UK any ownership or property rights in said poles. The rights granted to UK pursuant to this Agreement, with the exception of the purchase of brackets by UK, shall be considered a lease.

9. **TERM.**

This Agreement shall become effective upon its execution and shall be for a term of one (1) year and shall continue year-to-year unless terminated by any party with thirty (30) days' written notice to the other party. Upon termination of this Agreement, UK shall immediately remove its banners and then-owned brackets attached to LFUCG's light poles pursuant to this Agreement. All costs of such removal shall be borne by UK.

10. **NOTICES.**

Any notice or request required by this Agreement shall be deemed properly given if mailed to:

LFUCG:

Director of Traffic Engineering
Lexington-Fayette Urban County Government
101 East Vine Street, 3rd Floor
Lexington, Kentucky 40507

UK:
Executive Director of PR & Marketing
University of Kentucky
206E Matthews Building
Lexington, Kentucky 40506-0047

The designation of the person to be notified, and/or his address, may be changed by any party at any time, or from time to time, by similar notice.

11. INSURANCE.

UK is self-insured and shall maintain in force during the term of this Agreement at its expense commercial general liability insurance, with deductible provisions and in a minimum amount satisfactory as provided in Exhibit 3. UK shall name LFUCG as an additional insured. Upon request, UK shall provide LFUCG with certificates or other evidence of any insurance coverage required herein.

12. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire Agreement and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding unless it shall be in writing and signed by all parties. Nothing contained in this Agreement or the attached Exhibits shall be construed as having any effect in any future agreement or contemplated future agreement between the parties.

13. HEADINGS.

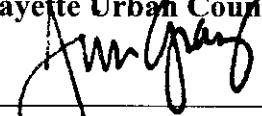
Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

UK hereby represents and warrants that it will attach its banners to LFUCG's facilities pursuant to this Agreement in order to promote civic, campus, and cultural events, student life, civic/non-profit organizations, or any other permitted purpose established by university policy.

WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

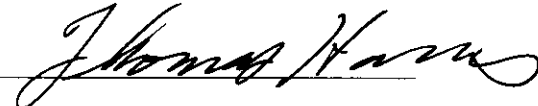
Lexington-Fayette Urban County Government

By: 

Name: Jim Gray

Title: Mayor

University of Kentucky:

By: 

Name: Thomas Harris

Title: VP University Relations

EXHIBIT 1 – AREA COVERED BY AGREEMENT



Granville Street Lights

Note: 18 sets or 36 brackets are currently in good, working order.

EXHIBIT 2 – ORDER INFORMATION FOR GRANVILLE BRACKETS/BANNER ARMS – PRODUCT DESCRIPTION

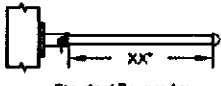
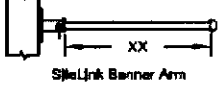





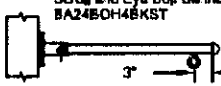

<h3 style="text-align: center;">Banner Arms</h3>  <p style="text-align: center;">Standard Banner Arm</p>  <p style="text-align: center;">SteLink Banner Arm</p>	<h3 style="text-align: center;">Final Options</h3> <p style="text-align: center;">Cast Aluminum</p>  <p>A = Acorn</p>  <p>B = Ball</p>  <p>H = Half Sphere</p>  <p>R = Raleigh</p>	<h3 style="text-align: center;">Specifications</h3> <p>FEATURES: Tool-less banner installation and/or replacement. As a safety feature the breakaway couplings are fitted with 3/32" 7x7 strand stainless steel aircraft cable.</p> <p>DESCRIPTION: The banner arms shall consist of an aluminum 6061 schedule 80 pipe or aluminum extrusion, an aluminum channel mounting plate, and a cast aluminum coupling. Stainless steel eyebolts, scrolls, and breakaway banner arms are optional. Breakaway banner arms may be recommended for some types of banners.</p> <p>CONSTRUCTION: The banner arm shall be installed into a cast aluminum coupling with a stainless steel latch pin.</p> <p>MATERIALS: The final shall be cast aluminum, produced from certified ASTM 356 Ingot per ASTM B-170-95a or ASTM B26-95 and welded to the end of the banner arm. The banner arm mounting plate shall be aluminum, ASTM 356 alloy, heat treated to a T6 temper. All hardware shall be stainless steel.</p> <p>INSTALLATION: Bolt the cast aluminum coupling to the mounting channel (welded to the side of the pole) using 3/8-16 stainless screws. Slip the banner arm into the coupling and secure in place with 1/4" stainless steel latch pin. Note: Arms are not designed for pedestrian interference. Banners to be provided by others.</p> <p>DIMENSIONS: The banner arms shall be available in 1.05", 1.32", 1.66" or 1.9" O.D. with length to be specified in whole inch increments.</p> <p style="text-align: center;">*CAUTION EYE BOLT LOAD LIMIT = 100 LB MAXIMUM</p>																																						
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<h3 style="text-align: center;">ORDERING GUIDE</h3> <p style="text-align: center; font-size: small;">Banner arms can add customer's name leading to the part you select. Please coordinate the correct part size and style with the factory.</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">Customer Catalog #1</th> <th style="text-align: center;">BA</th> <th style="text-align: center;">24</th> <th style="text-align: center;">CS1</th> <th style="text-align: center;">B</th> <th style="text-align: center;">4</th> <th style="text-align: center;">RAL</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Sample Catalog Number BA24BOH4BK F</td> <td style="text-align: center;">BA</td> <td style="text-align: center;">24</td> <td style="text-align: center;">BO</td> <td style="text-align: center;">H</td> <td style="text-align: center;">4</td> <td style="text-align: center;">6000 BK</td> <td style="text-align: center;">F</td> </tr> <tr> <td></td> <td style="text-align: center;">Step 1</td> <td style="text-align: center;">Step 2</td> <td style="text-align: center;">Step 3</td> <td style="text-align: center;">Step 4</td> <td style="text-align: center;">Step 5</td> <td style="text-align: center;">Step 6</td> <td style="text-align: center;">Step 7</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">Step 1 Banner:</th> <th style="text-align: left;">Step 2 Length:</th> <th style="text-align: left;">Step 3 Mounting:</th> </tr> </thead> <tbody> <tr> <td>BA = Standard Banner Arm</td> <td>12 = 12" 23 = 23" 31 = 31" 39 = 39" 16 = 16" 24 = 24" 32 = 32" 40 = 40" 14 = 14" 25 = 25" 33 = 33" 18 = 18" 26 = 26" 34 = 34" 19 = 19" 27 = 27" 35 = 35" 20 = 20" 28 = 28" 36 = 36" 21 = 21" 29 = 29" 37 = 37" 22 = 22" 30 = 30" 38 = 38"</td> <td>BO = Bolt on C41 = Clamp on 4" Shaft C42 = Clamp on 4" Shaft 2@180° C51 = Clamp on 5" Shaft C52 = Clamp on 6" Shaft 2@180° L45 = SteLink SL4 & SL5 L68 = SteLink SL6 & SL8 T13 = SteLink T T1, T2 & T3</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">Step 4 Final:</th> <th style="text-align: left;">Step 5 Arm Diameter:</th> <th style="text-align: left;">Step 6 Color:</th> </tr> </thead> <tbody> <tr> <td>A = Acorn B = Ball H = Half Sphere R = Raleigh</td> <td>3 = 3/4" Pipe (1.06 dia, nominal) 4 = 1" Pipe (1.32 dia, nominal) 5 = 1.25" Pipe (1.58 dia, nominal) 6 = 1.50" Pipe (1.90 dia, nominal)</td> <td>BK = Black BD = Dark Blue BZ = Bronze GH = Graphite GN = Green GR = Gray PP = Prime Paint SL = Silver WH = White CMC = Customer Matching Color TDC = Tiger Drylac</td> </tr> </tbody> </table> <p style="text-align: center;">→ RAL6009=Forest Green</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">Step 7 Options:</th> </tr> </thead> <tbody> <tr> <td>F = Single Eye Bolt S = Scroll Attachment T = Two Eye Bolts</td> </tr> </tbody> </table>			Customer Catalog #1	BA	24	CS1	B	4	RAL		Sample Catalog Number BA24BOH4BK F	BA	24	BO	H	4	6000 BK	F		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 1 Banner:	Step 2 Length:	Step 3 Mounting:	BA = Standard Banner Arm	12 = 12" 23 = 23" 31 = 31" 39 = 39" 16 = 16" 24 = 24" 32 = 32" 40 = 40" 14 = 14" 25 = 25" 33 = 33" 18 = 18" 26 = 26" 34 = 34" 19 = 19" 27 = 27" 35 = 35" 20 = 20" 28 = 28" 36 = 36" 21 = 21" 29 = 29" 37 = 37" 22 = 22" 30 = 30" 38 = 38"	BO = Bolt on C41 = Clamp on 4" Shaft C42 = Clamp on 4" Shaft 2@180° C51 = Clamp on 5" Shaft C52 = Clamp on 6" Shaft 2@180° L45 = SteLink SL4 & SL5 L68 = SteLink SL6 & SL8 T13 = SteLink T T1, T2 & T3	Step 4 Final:	Step 5 Arm Diameter:	Step 6 Color:	A = Acorn B = Ball H = Half Sphere R = Raleigh	3 = 3/4" Pipe (1.06 dia, nominal) 4 = 1" Pipe (1.32 dia, nominal) 5 = 1.25" Pipe (1.58 dia, nominal) 6 = 1.50" Pipe (1.90 dia, nominal)	BK = Black BD = Dark Blue BZ = Bronze GH = Graphite GN = Green GR = Gray PP = Prime Paint SL = Silver WH = White CMC = Customer Matching Color TDC = Tiger Drylac	Step 7 Options:	F = Single Eye Bolt S = Scroll Attachment T = Two Eye Bolts
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EXHIBIT 3 – INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Healthcare AccountsCSS@marsh.com Fax: 212-948-1387 70429-PROF-18-16-17	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Reciprocal Risk Retention INSURER B: N/A INSURER C: N/A INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CLE-00476184-15 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	GLJ051600047300 SR \$1M	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	GLJ051600047300 SR \$1M	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Immediately in 10%) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lexington Fayette Urban County Government is included as additional insured as required by written contract.

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Logan
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ACORD 25 (2014/01)

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7-11 First


MAYOR JIM GRAY



LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Jim Gray
Urban County Council

FROM: 
Jeffery Neal, Director
Division of Traffic Engineering

CC: Dowell Hoskins-Squier, Commissioner, Department of Environmental Quality and Public Works.

DATE: June 16, 2017

SUBJECT: Banner attachment agreement with the University of Kentucky on South Limestone near campus.

Request

Authorization to enter into an agreement with the University of Kentucky (UK) allowing them to install banners on light poles owned by LFUCG on South Limestone from Avenue of Champions to Maxwell Street.

Why are you requesting?

UK has been interested in taking over installation and maintenance of the banners along South Limestone for several years. Recent communications between the Mayor's Office, Parks and Recreation, Traffic Engineering, and UK have culminated into a formal agreement identifying responsibilities and expectations of all parties.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$0.00
The cost for future FY is: \$0.00

Are the funds budgeted?

NA. No cost to LFUCG.

File Number: 0749-17

Director/Commissioner: Neal/Hoskins-Squier

