

# Town of Georgetown, IN

Ordinance # G-05- 35

## AN ORDINANCE AMENDING §2.2 OF THE GEORGETOWN ZONING ORDINANCE, ADDING DEFINITIONS FOR THE TOWN OF GEORGETOWN

BE IT ORDAINED BY THE  
TOWN COUNCIL OF THE TOWN OF GEORGETOWN,  
INDIANA THAT:

**WHEREAS**, the Town Council of Georgetown has reviewed the Zoning Ordinance and particularly the Sign Code therein; and,

**WHEREAS**, the Town Council of Georgetown has identified the desirability of reducing the sign clutter within the Town by restricting home builders signs to those centralized and maintained on sign plazas; and,

**WHEREAS**, the Town Council of Georgetown wants to insure that the sign plazas are properly used, maintained and permitted.

### **NOW THEREFORE, BE IT ORDAINED:**

**SECTION 1.** Section 2.2, Definitions, of the Zoning Ordinance is hereby amended to read:

**Side Lot Line.** Any line separating two lots other than front or rear lot lines.

**Sign.** A visual device or structure used for advertising, display or publicity purposes.

**Sign, Official.** Any sign erected by or at the direction of the Town Council or State Department of Transportation.

**Sign, Outdoor Advertising (Billboard).** A structural poster panel or painted sign, either freestanding or attached to a building, for the purpose of conveying information, knowledge, or ideas to the public about a subject unrelated to the activities on the premises upon which it is located.

**Sign, Portable.** A free-standing, on-premise advertising device which is designed to be moved from one location to another and is not permanently affixed to the ground or to a structure, or is only affixed by means of tie down straps or stakes.

# AGREEMENT FOR SERVICES

This Agreement ("Agreement") is entered into by and between the Town of Georgetown and National Sign Plazas, a California corporation ("Contractor"), (collectively, the "Parties").

WHEREAS, Town Code or Ordinance Section 50 allows Town Engineer to administer jurisdictional right-of-ways; and,

WHEREAS, Town desires to initiate a Sign Plaza program to give direction to homebuyers looking for subdivisions, developers and homebuilders within the Town, and similarly to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to place sign panels on the Sign Plazas for developers and homebuilders and to bill and collect fees from the developers and homebuilders for itself and for the Town; and,

WHEREAS, Contractor submitted a proposal which best meets the Town's needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, Town and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Documents. The Contract Documents which set forth the entire Agreement of the Parties are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
  - A. All applicable laws and regulations of the Town of Georgetown and the State of Illinois.
  - B. This Agreement.

Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.

3. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administrating the Sign Plaza Program, Contractor will:

- A. Construct, install, maintain and repair Town-approved Sign Plazas and sign panels.
- B. Contract with homebuilders, developers and residential communities for the placement of sign panels.
- C. Assist Town in determining appropriate locations for Sign Plazas.
- D. Assist Town with identifying and removing all illegal off-premise signage.

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- E. Attend meetings as necessary with Town staff and developers to coordinate project.
  - F. Collect all placement fee payments and remit to Town the Administrative Fee as specified in Section 6.B.
4. Definition, Purpose of Sign Plaza Programs, and Specifications of Sign Plazas.
- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure which displays sign panels. The specifications of the Sign Plazas and sign panels are more fully developed in the Contract Documents.
  - B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for homebuyers to the location of subdivisions, housing developers, homebuilders, and residential communities within the Town while discouraging the placement of unsightly and hazardous off-site directional signs.
  - C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in the Contract Documents and the following:
    - 1. Primary Sign Plaza structures shall not exceed twelve (12) feet above average grade. Community Sign structures shall not exceed eight (8) feet above average grade. Neighborhood Sign structures shall not exceed five (5) feet above average grade. Signs shall be more completely described in Exhibit A.
    - 2. Sign Plazas shall be constructed of steel and aluminum and shall be capable of displaying up to ten (10) sign panels.
    - 3. The name and official logo or artwork of the Town, as designated by the Town, shall be prominently displayed at the top of a Primary or Community Sign Plaza and shall be visible on the side of the Sign Plaza displaying directional sign panels.
    - 4. The color of all Sign Plaza structures shall be determined by the Town. All sign panels shall conform to Section 4.C.11 below.
    - 5. Contractor shall submit final design plans to the Town for approval prior to installation of any Sign Plaza, including break-away specifications.
    - 6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
    - 7. Sign Plaza locations shall be approved and designated by the Town with the assistance of Contractor.
    - 8. At the Town's request and direction, Contractor shall remove and relocate any Sign Plazas within thirty (30) business days at no cost to the Town.
    - 9. Contractor shall provide, at no cost to the Town, the equivalent of up to ten percent (10%) of all permitted sign panels to the Town for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with not more than two (2) such sign panels per Sign Plaza.
    - 10. Contractor shall provide to the Town a semi-annual inventory report of existing installed sign panels.
    - 11. Sign panels shall contain only the name of a residential community, subdivision, neighborhood/Town, homebuilder and/or developer and/or the respective logo, the recognized color scheme of same, and an appropriate directional arrow. In the case of municipal signage, the sign panels shall

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contain only the name of a public facility or location and a directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances so warrant. Fluorescent colors are not allowed; reflective colors and text are permissible.

12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as it deems necessary or as deemed necessary by the Town. Upon notice by the Town, Contractor agrees to undertake necessary repairs or replacement of any sign panel within 72 hours of receipt of written notice.
  13. Contractor shall not install or maintain any Sign Plazas or sign panels within the Town which are not in compliance with the terms of this Agreement.
  14. Individual sign panels on the Primary and Community Sign Plaza structures shall not exceed fifty (50) inches in horizontal length and twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length and thirty (30) inches in height.
  15. Sign Plaza installation and structure modification shall be subject to the approval of the Town.
5. Number of Sign Plazas. The Town has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The Town shall agree to allow signage to direct homebuyers to each housing community. Said signage shall be defined as one sign panel at each location where homebuyers may require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate said sign panels.
6. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 7 below, the price and payment schedule for Sign Plazas shall be as follows:
- A. Contractor will install the Sign Plazas and rotate Town panels at no cost to the Town.
  - B. Contractor will collect and remit to the Town TEN Dollars (\$10) per month per panel side which has directional information, excluding that of public service panels, as an Administration Fee for the entire term of this Agreement. Said fees shall be remitted within ninety (90) days of the end of each calendar year.
7. Term of Agreement and Termination of Agreement with Breach
- A. Term. The term of this Agreement is five (5) years.
  - B. Renewal. This contract may be considered for renewal at the end of each five (5) year term as long as Contractor fulfills his obligations under this Agreement.
  - C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement.
    1. Termination by Town. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the Town may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) business days after receiving a written termination letter from the Town.
    2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the

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property of the Town. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the Town, including, but not limited to, the original sign panel service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.

8. Placement of Sign Panels. After the Town's written approval and acceptance of the installed Sign Plazas, the Town agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.

- A. Contractor agrees to offer and place sign panels for homebuilders, developers, and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
- B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
- C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
- D. Contractor will remit to the Town on a quarterly basis the amount of the Town's Administration Fee as specified in Paragraph 6.B above.
- E. Contractor agrees to provide an annual report to the Town regarding the number of sign panels and the amount billed and the Town's amount for Administrative Fees.
- F. Contractor agrees that in no event will the Town be liable for any fee payment or other fees related to the placement of sign panels.
- G. Contractor agrees to include in all sign placement service agreements an assignment clause which will assign Contractor's rights to fee payment to the Town in the event Contractor elects to terminate this Agreement pursuant to Paragraph 7.C.2 above.
- H. Town agrees to allow homebuilders, developers, and residential communities with sites located in adjacent municipalities to place sign panels on Sign Plazas on a secondary and reciprocal basis. Homebuilders, developers, and residential communities with sites located within the Town shall have priority at all times.
- I. Town and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza structures and that only the National Sign Plazas, Inc. Program will be permitted on Town right-of-ways.

9. Maintenance of Sign Plazas.

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels as it deems necessary or as requested by the Town.
- C. Contractor agrees to provide to the Town a telephone number and a contact person allowing the Town to call requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the Town's written request for repair. Contractor further agrees to remove for repair all sign panels within 72 hours of written notification of the need of repair by the

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- Town. Sign panels will be replaced within five (5) business days of written notification.
- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
  - F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.
10. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Town, its officials, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of Contractor or Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the Town, its officials, officers, agents, and employees.
11. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in ILLINOIS with the following policy limits.
- A. Comprehensive General Liability - \$2,000,000 combined aggregate
  - B. Automobile Liability - \$1,000,000
  - C. Workers Compensation
    - 1. Bodily Injury by Accident - \$100,000
    - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the Town Attorney which shall name the Town as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the Town in writing if such an event occurs. Contractor shall have three (3) business days to cure any such default.

12. Independent Contractor. Contractor shall at all times herein be considered an independent contractor and not an employee of the Town, nor shall any of Contractor's employees or subcontractors be an employee of the Town.
13. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

TOWN:

Town of Georgetown  
Clerk-Treasurer's Office  
Attn: Douglas Cook  
9110 SR 64 // P.O. Box 127  
Georgetown, IN 47122  
TEL: (812) 951-3012  
FAX: (812) 951-2034

CONTRACTOR:

National Sign Plazas, Inc.  
Attn: Grant Hayzlett, Dir. of Operations  
8150 S. Akron Street, #401  
Centennial, CO 80112  
Angwin, CA 94508  
TEL: 720.482.9293  
FAX: 303.790.0924

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- 14. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and the production of the sign panels, which require equipment, materials and expertise which Contractor reasonably may not be expected to possess, without the Town's prior written consent.
- 15. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the Town and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the Town Council at a public meeting. This Agreement shall be governed by California law, and any action relating to the Agreement shall be brought only in Napa Town, California. This contract is confidential and proprietary between the Parties and shall not be disclosed to any third party without an agreement between the Parties to that effect in writing.
- 16. Mutual Drafting. The Town and Contractor each has had opportunity to consult legal advice regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
- 17. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

Town of GEORGETOWN, Indiana

National Sign Plazas,  
a California Corporation

by *Say L Smith*  
(Town official)

by \_\_\_\_\_  
Eleanor Hayzlett, President

Date 12-15-05

Date \_\_\_\_\_

Signs with Unique Conditions. Freestanding and/or multiple-sided structure signs located within the public rights-of-way that display directional information to residential developments.

**Site Plan.** A drawing or group of drawings, prepared to scale, showing accurately the boundaries of a site and the location of all buildings, streets, uses and principal site development features proposed for a specific parcel of land.

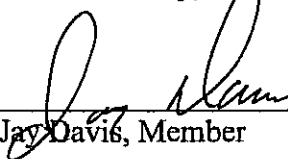
**SECTION 2.** The remainder of Section 2 of the Zoning Ordinance is confirmed and reiterated.


NOW, THEREFORE, BE IT FURTHER ORDAINED that all Ordinances of the Town of Georgetown, Indiana which are in conflict with this Ordinance are hereby repealed to the extent of such conflict, and any Ordinance not in conflict with this Ordinance shall remain in full force and effect.

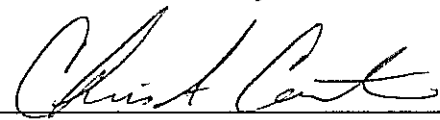
Adopted by the Town Council of the Town of Georgetown, Indiana, this 15 day of Dec, 2005.

  
\_\_\_\_\_  
Gary Smith, President

\_\_\_\_\_  
Jeff McCaffrey, Vice President

  
\_\_\_\_\_  
Jay Davis, Member

  
\_\_\_\_\_  
Dean Hammersmith, Member

  
\_\_\_\_\_  
Chris Carter, Member

ATTEST:

  
\_\_\_\_\_  
Doug Cook, Georgetown Clerk/Treasurer