

6/28/00

68-R-00

**A RESOLUTION**

**Authorizing the City Manager to Sign an  
Agreement with Union Pacific to Paint Murals  
On Union Pacific's Retaining Wall Along Greenleaf**

WHEREAS, the City of Evanston has requested that Union Pacific ("UP") permit murals to be painted on the UP's retaining wall along Greenleaf on UP's North Line in Evanston, Illinois; and

WHEREAS, UP has no need for the painting of such mural in the conduct of its business, but will permit the painting on its property certain terms and conditions; and

WHEREAS, the City Council believes it is in the City's best interest to enter said Agreement with UP,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

**SECTION 1:** That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, an Agreement by and between the City of Evanston and Union Pacific Railroad to permit the painting of a mural on the Union Pacific's retaining wall along Greenleaf on the Union Pacific's North Line in Evanston, Illinois, a copy of which is attached as Exhibit A.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions or terms of the Agreement as may be determined to be in the best interest of the City.

**SECTION 3:** That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Adopted: July 24, 2000  
Lorraine A. Norton  
Mayor

ATTEST:  
Mary J. Morris  
City Clerk

EXHIBIT A

AGREEMENT

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the CITY OF EVANSTON (hereinafter referred to as "City") and the UNION PACIFIC RAILROAD (hereinafter referred to as "UP").

WHEREAS, the City of Evanston has requested that UP permit murals to be painted on the UP's retaining wall along Greenleaf on UP's North Line in Evanston, Illinois.

WHEREAS, UP has no need for the painting of such mural in the conduct of its business, but will permit the painting on its property only under the following terms and conditions:

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived from the joint understanding by the parties to this Agreement, and in conformity with all applicable laws, the parties agree as follows:

1. All of the work will be done at street level and at no time will anyone working on this project set foot on the elevated portion of UP's property.
2. The City will ensure that the muralists clean the area upon completion of the project of any material that they brought onto the property.
3. The City and the muralists working on the Greenleaf Retaining Wall Project agree to the following:
  - A) While UP is agreeable to murals being painted on the wall, the surface of the wall will not be penetrated, including no drilling into the wall, and there will be no gluing on the wall or attaching of any material whatsoever, other than paint and sealer.
  - B) While UP is permitting the murals to be placed on its retaining walls, UP will not be responsible for any damage to the murals after completion, due to UP's operations. The retaining walls are the support structure to its elevated right-of-way and that purpose is paramount.
  - C) UP will not be responsible for the maintenance of the murals after they are placed on the retaining walls and the City shall arrange for their maintenance.

4. As a material consideration for entering into this Agreement, and without which the UP would not enter into same, the City covenants and agrees to indemnify, save harmless and protect UP and the Commuter Rail Division of the Regional Transportation Authority ("Metra") from and against any and all loss, damage, claim, demand, fine, lawsuit and/or liability, and any and all costs, expenses and legal fees in connection therewith by reason of injuries to or death of persons and/or loss of or damage to property and/or violation of any law, ordinance or regulation arising or growing out of or connected with this Agreement, and/or any act or omission of (i) the City, its employees or agents, and/or (ii) any other person performing any work or service for or on behalf of the City on or about said premises or arising out of their presence on said premises.

As below attested to, the City and the UP agree to the above terms and conditions.

CITY OF EVANSTON

UNION PACIFIC RAILROAD

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_