

62-R-01

A RESOLUTION

Authorizing the City Manager to Execute an Agreement with the Chicago Transit Authority Allowing the Painting of a Mural on the CTA's West Retaining Wall Underneath the Noyes Station

WHEREAS, the City has requested that the CTA permit a mural to be painted on the Chicago Transit Authority's (CTA) west retaining wall underneath the Noyes Station in Evanston, Illinois; and

WHEREAS, the retaining wall is part of the CTA's Purple Line structure; and

WHEREAS, the CTA will permit the painting on its property pursuant to a written agreement with the City; and

WHEREAS, such an Agreement is in the best interests of the citizens of Evanston,

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 on behalf of the City an Agreement with the CTA in substantial conformity with that attached hereto as Exhibit A and made a part hereof, permitting the City to paint a mural on CTA's west retaining wall located at the Noyes Station in the City of Evanston.

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

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


Lorraine H. Morton, Mayor

ATTEST:


City Clerk

Adopted: August 13, 2001

MURAL AGREEMENT

The **AGREEMENT** is made and entered into effective this 25th day of July, 2001, by and between the **CHICAGO TRANSIT AUTHORITY** ("CTA") and the **CITY OF EVANSTON** ("City").

WHEREAS, the City has requested that the CTA permit a mural to be painted ("mural") on the CTA's west retaining wall underneath the Noyes Station in Evanston, Illinois ("west retaining wall"), which is located immediately to the north of Noyes Street and is highlighted on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the retaining wall is part of the CTA's Purple Line structure, and

WHEREAS, the CTA owns both the land and the embankment on both sides of the Noyes Station; and

WHEREAS, the mural is to be painted by the City on the west retaining wall underneath the Noyes Station north of Noyes Street in Evanston, Illinois and shall be known as the "Noyes West Retaining Wall Project" ("Project"); and

WHEREAS, the CTA will permit the painting on its property under the terms and conditions set forth in this Agreement.

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 performed at street level from 8 a.m.-5 p.m. At no time will any person working on the Project enter or affect the elevated portion of the CTA's property.

2. Upon completion of the painting of the mural, the City will ensure that the area will be immediately cleaned of all materials brought onto and/or used on the CTA's property.

3. The City further agrees to the following:

A) The CTA will not be responsible for any damage to the mural before, during or after its completion, for any reason, including but not limited to, CTA transit operations. Further, the CTA will not be responsible for any defacement of the mural, which shall be the responsibility of the City to clean up and/or repair within seven (7) days of notice of any such defacement.

B) The west retaining wall forms part of the support structure to the CTA's elevated right-of-way for its Purple Line. The CTA's use of and requirements for the west retaining wall and its transit operations take precedence over any other use by the City.

C) The City shall bear responsibility for all costs associated with the Project.

D) The CTA shall not be responsible for the maintenance of the mural after it has been placed on the retaining wall. The City shall arrange for regular maintenance of the mural, at the City's cost.

E) The City, at its sole cost, is responsible for removing the mural on the date of termination of the Agreement set forth in Section 7 hereof. Upon removal of the mural, the retaining wall shall be restored by the City to its condition prior to the painting of the mural, at no cost to the CTA.

4. The City must submit the design of the mural to the CTA for its approval prior to painting. Painting can only commence when the City receives written approval of the design from the CTA. Should the City desire to change the design of the mural during the course of painting, the prior written approval of the CTA shall be required. Painting of the mural shall be completed on or before September 1, 2001. Otherwise, at the CTA's option, this Agreement shall be deemed expired and the provisions of paragraph seven of this Agreement shall apply.

5. As a material consideration for entering into this Agreement, and without which the CTA would not enter into same, the City covenants and agrees to indemnify, defend, save harmless and protect the CTA, its officials, employees, and agents from and against any and all loss, damage, claim, demand, fine, lawsuit and/or liability, and any and all costs, expenses and attorneys' 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, any person performing any work or service for or on behalf of the City on or about the CTA's property and/or arising out of the presence of any such person on the CTA's property.

6. Any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction sitting in Chicago, Illinois, and that Illinois law shall be applied.

7. This Agreement shall commence on the effective date set forth above and shall continue until June 30, 2006, or until the mural is removed from the retaining wall, whichever occurs first. This Agreement shall automatically expire on the date of

8. Notices under the Agreement shall be sent by first-class prepaid mail to the CTA addressed to the General Manager, Marketing, Advertising and Promotions, Chicago Transit Authority, Merchandise Mart Plaza, P.O. Box 3555, Chicago, Illinois 60654-0555, and to the City addressed to the Director of Parks/Forestry & Recreation, City of Evanston, 2100 Ridge Avenue, Chicago, Illinois 60201. Said notices shall be deemed received three (3) business days after the date of mailing.

IN WITNESS WHEREOF, the City of Evanston and the Chicago Transit Authority have caused this Agreement to be executed, as of the date first set forth by their duly-authorized officers.

CHICAGO TRANSIT AUTHORITY

By: _____

Its: _____

CITY OF EVANSTON

By: 

Its: City Manager

**Approved as to the form
and legality, for the sole
benefit of CTA, subject to
proper authorization and
execution thereof.**

CTA Attorney

Date

removal of the murals without any affirmative act by either party. The City shall be responsible for notifying the CTA of the date of removal of the mural prior to its removal.

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CHICAGO TRANSIT AUTHORITY

CITY OF EVANSTON

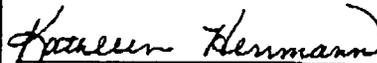
By: 

By: _____

Its: _____

Its: _____

Approved as to the form and legality, for the sole benefit of CTA, subject to proper authorization and execution thereof.


CTA Attorney

7/11/01
Date