

BANNER DISPLAY AGREEMENT

The City of Kaukauna (henceforth referred to as “City”) hereby grants American Legion Post 41 (henceforth referred to as “Post 41”) the ability to display donated banners recognizing area veterans on municipally-owned light poles (henceforth referred to as “Pole Banners”), pursuant to the terms of this agreement.

TERMS AND CONDITIONS

1. **SHORT-TERM AGREEMENT LENGTH.** This agreement governs the temporary display of 60 donated pole banners on municipally-owned light poles in the downtown area. Pole banners will be displayed in 2024, 2025 and 2026 for approximately 12 weeks, from roughly early September through mid-November. After three years, the pole banners will be evaluated to measure condition and wear and tear. If condition is still good, a separate agreement extending the display timeframe may be offered to Post 41.
2. **STORAGE SPECIFICATIONS.** The City of Kaukauna agrees to store the 60 donated Pole Banners in the City Street Department facilities.
3. **BANNER DESIGN AND PLACEMENT.**
 - a. **DESIGN APPROVAL.** The City of Kaukauna has approved the proposed design (attached as Exhibit A) for the Pole Banners. This design is to be professionally produced by Eagle Graphics, who is familiar with City brand standards and the specifications of municipally-owned light poles. Post 41 is responsible for bearing all costs of banner production.
 - b. **BANNER PLACEMENT AND INSTALLATION.** The City of Kaukauna Street Superintendent reserves the right to determine placement of pole banners. Pole banners shall be placed in the downtown area on the light poles with permanent banner brackets. The City is responsible for bearing all costs of installing and removing pole banners on a yearly basis. No additional items shall be displayed on or near light poles.
 - c. **BANNER CONDITION EVALUATION AND REPLACEMENT.** The City of Kaukauna Street Superintendent shall report to Post 41 each winter (following seasonal removal of pole banners) the condition of the pole banners and if any were damaged and necessitate replacement. Pole banners damaged within the short-term agreement are the responsibility of Post 41 to replace at Post’s discretion. Pole banners must be replaced

prior to the installation date the following year. Pole banners will not be replaced during the 12-week display period.

4. TERMINATION. This Agreement will terminate on December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2024.

CITY OF KAUKAUNA REPRESENTATIVE:

Anthony J. Penterman, Mayor

AMERICAN LEGION POST #41 REPRESENTATIVE:

Bruce Werschem

This instrument prepared by:
Lily Paul
Department of Planning and Community Development
City of Kaukauna
144 W. 2nd Street
Kaukauna, WI 54130

EXHIBIT A:

EAGLE SIGN & DESIGN

1200 PROSPECT LANE PHONE: 920-759-1092
KAUKAUNA, WI 54130 TOLL FREE: 866-235-9960

WWW.GOEAGLESIGN.COM

CLIENT: American Legion

CONTACT: Bru(Werschem
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1..m., 10.tl**1

511E51EP: H

DESIGN: BM
DALie-3-4-2-1 -----

mIII: (1hr: 30min)

mtsI: Initial

DUDI: \$58.00 each

JOI DETAILS: Posters

Size: 1r, 1.12s*

Qty: 60

Procets: DigU-ly Printed

ides: 2 Sded

S b5rate): N/A

Vinyl T pe: u" llanner

L..lmIle: N/A

Finlmg: Pole Pocl-t-t& b01lam

P dt*ng: Bult

Deli ery: ,agl* Gr>phit1

File Location:1 Wnri-caol<1 n
Ser:i,U(21S+ffllll"R' V1raol

mm

CMYK
White

*City of Kaukauna will be installing

PG.I



SD

ALL colors will be added to billow MCH
over \$100 paid 11,11,11, .., .., ..

APPROVED NO CHANGES

HOT APPROVED

*For approval purposes, please contact for COLDFISER PLACEMENT & SPELLING.

* Production will not be scheduled until artwork has been approved.

* Price includes setup & revision charges. Additional material requires additional artwork.

* Customer is responsible for return of materials.

-YOU WILL BE RESPONSIBLE FOR ANY ERRORS (INCLUDING SPELLING) ONCE APPROVAL HAS BEEN RECEIVED.

DESIGNER: [illegible] & [illegible]

DATE: 11-11-11

TIME: 10:00 AM