

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with Walz Tetrick Advertising, Inc., of Mission, KS, for the installation and maintenance of a mural on the Stadium Drive bridge located within the Rock Island Railroad Corridor, at no cost to the County.

RESOLUTION NO. 19483, May 9, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Kansas City Royals baseball team has submitted a request to the County to have a baseball-themed mural painted on the Stadium Drive railroad bridge, east of Raytown Road, located on County property within the Rock Island Railroad Corridor in Kansas City, at no cost to the County; and,

WHEREAS, Walz Tetrick Advertising will direct the installation and maintenance of the mural throughout the 2017 baseball season; and,

WHEREAS, the attached Agreement sets out the rights and obligations of each party related to this mural; and,

WHEREAS, execution of the attached agreement with Walz Tetrick Advertising, Inc., of Mission, KS, is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19483 of May 9, 2017, was duly passed on May 9, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

5-9-17
Date


Mary Jo Spino, Clerk of Legislature

C. Ocker
6/14/17

Walz Tetrack Advertising

Kansas City Royals 2017 Mural Program- Location Agreement

May 10, 2017

Jackson County, Missouri
Rock Island Rail Corridor Authority
Attn: Calvin Williford, Executive Director
22501 Woods Chapel Rd.
Blue Springs, MO 24015

Re: License Agreement for Mural – Railroad Bridge over Stadium Drive, east of Raytown Road, Kansas City, Missouri

Dear Mr. Williford:

Walz Tetrack Advertising, Inc., a Kansas corporation ("Licensee"), desires to obtain from Jackson County, Missouri ("Owner") an exclusive license (this "License") to install and maintain a mural (the "Mural") on the exterior surface of the railroad bridge owned by Owner located over Stadium Drive, east of Raytown Road in Kansas City, MO (as more fully shown in Exhibit A, the "Bridge"), on and subject to the following terms:

1. **Term.** The term of this License will be for a period commencing on the date above and expiring December 31, 2017, thereafter (the "Term").

2. **Installation and Maintenance of the Mural.** Licensee's selected artist may install and once installed, will maintain during the Term, the Mural on the exterior surface of the Bridge. Such installation may include painting or affixing the Mural on the exterior surface of the Bridge.

3. **Exclusivity.** This License is an exclusive license. At such time as Licensee's selected artist has installed or is installing the Mural on a portion of the exterior surface of the Bridge, Licensee will have the exclusive right to use such portion of the exterior surface of the Bridge for the Term, subject only to Owner's necessary maintenance or repairs to the Bridge. During the Term, Owner will not construct, install or place, or permit to be constructed, installed or placed, anything on or adjacent to the Bridge that obstructs or interferes with the visibility of the Mural.

4. **Access and Parking.** During the Term, Licensee's selected artist will have non-exclusive access rights to the Bridge and the adjacent land.

5. **Compliance with Laws.** Licensee's selected artist will comply with all laws, codes, and regulations while installing and maintaining the Mural on the exterior surface of the Bridge.

6. **Owner Representation.** Owner represents and warrants to Licensee that Owner has the full power and authority to grant this License according to the terms hereof.

7. **Sublicenses.** Licensee may grant sublicenses of its rights under this License.

913.789.8778 P
wtads.com

6299 Nall Avenue, Suite 300
Mission, Kansas 66202

WALZ TETRACK ADVERTISING

FILED
MAY 31 2017
MARY JO SPINO
COUNTY CLERK



8. **Design of the Mural.** The Mural will be in general conformance with the drawing attached hereto as Exhibit B, subject to artistic license and alterations. If Licensee desires to make any material alterations to the Mural, Licensee will first obtain Owner's consent to such alterations.

9. **Removal of the Mural.** After the expiration of the Term, or at such later time as Licensee and Owner agree, Owner may require Licensee to remove the Mural and "whitewash" that portion of the exterior surface of the Bridge where the Mural was located by providing Licensee written notice of such requirement. If Owner provides Licensee with such written notice, then within 60 days thereafter, Licensee will cause the Mural to be removed and "whitewash" that portion of the exterior surface of the Bridge where the Mural was located.

10. **Licensee Indemnification.** Licensee will indemnify and hold harmless Owner from and against any and all claims, actions, liability and expenses (including attorneys' fees) arising from any negligent act or omission of Licensee's selected artist or other contractors.

11. **Licensee Insurance.** At all times while Licensee is installing or maintaining the Mural, Licensee will maintain, at its sole cost and expense, comprehensive general liability insurance against personal injuries, including death, and property damages, resulting from or caused by the installation, maintenance or removal of the Mural by Licensee's selected artist or other contractors or employees, with minimum limits of \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate for all occurrences.

If you agree with the terms above and wish to grant this License on and subject to such terms, please indicate your acceptance by signing this License below and returning the signed License to Walz Tetrack Advertising, Attn: Katie Knox, 6299 Nall Ave #300, Mission, Kansas 66202.

Sincerely,

WALZ TETRICK ADVERTISING, INC.

By: Katie Knox
 Name: Katie Knox
 Title: Account Supervisor

Accepted and Agreed to by:

Jackson County, Missouri

By: [Signature]
 Name: Frank White, Jr.
 Title: County Executive

APPROVED AS TO FORM:

[Signature]
 W. Stephen Nixon, County Counselor

ATTEST:

[Signature]
 Mary Jo Spino, Clerk of the Legislature

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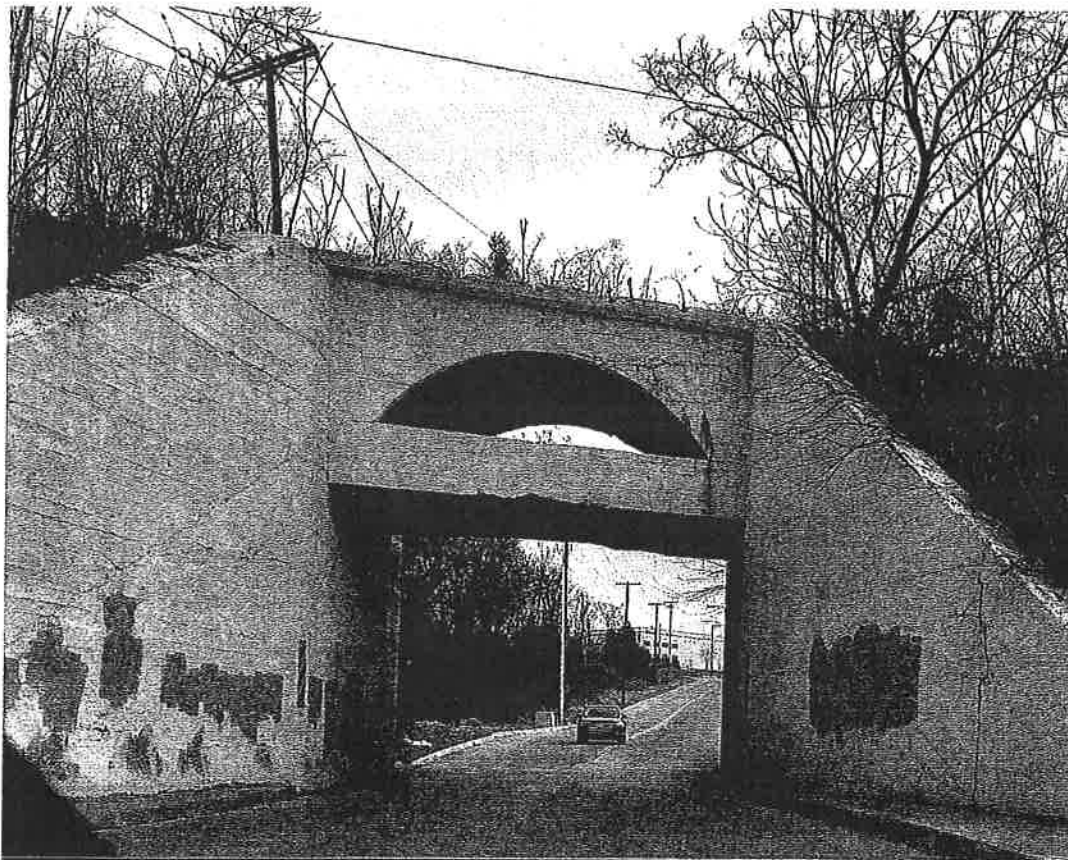
6299 Nall Avenue, Suite 300
 Mission, Kansas 66202

WALZ TETRICK ADVERTISING



EXHIBIT A

Photo of Location



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