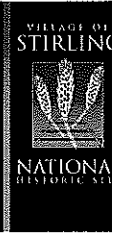




Village of Stirling

Policy DV02 - 21



Section:	Development	Subject:	Sign Leasing Management Policy
Approval Date:	January 20, 2021		

Sign Leasing Management Policy

Purpose and Scope:

The purpose of the Sign Leasing Management Policy is to provide guidelines and criteria for the development and placement of advertising as a source of revenue, based upon objectives, scope of the initiative, target audience, and attractiveness of the advertising. The Village of Stirling owns municipal signage and potential advertising assets that may be appealing to commercial, retail and Industry partners.

Objective:

As a potential source of revenue, to establish guidelines and limits for potential advertising businesses on Village of Stirling property, including signage and facilities, as follows

- There are no adverse effects on public safety and well-being
- There are no adverse effects on the Village's reputation or public image.
- Advertising is respectful and avoids conflict and alienation amongst different members or groups who reside in the municipality.
- Access to advertising opportunities is open and competitive.
- There is a clear corporate and community benefit to the proposal.
- Appropriate and complete records are kept.

Policy Statement:

It is the policy of the Village of Stirling to conform to all Provincial statutes and regulations governing 3rd party marketing and advertising and any Land Use Bylaw requirements as amended from time to time.

It is also the policy of the Village of Stirling, that the CAO or designate who exercises due diligence and acts in accordance with this policy shall be relieved of personal responsibility for market price changes or the credit risk of any lease, provided that appropriate action is taken to control adverse developments and that such developments are reported to Council on a timely basis.

Policy:

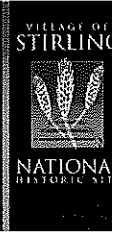
1. Scope/Exceptions:

- 1.1. This policy applies to all Village of Stirling municipal signage locations. No Village properties are exempt.



Village of Stirling

Policy DV02 - 21



Section:	Development	Subject:	Sign Leasing Management Policy
Approval Date:	January 20, 2021		

2. General Policy Statements:

2.1. CAO or Designate shall manage Village leased advertising space on properties for the purpose of advertising revenue and any or all conditions and/or restrictions placed upon the advertising by Council and shall ensure that the advertising information continues to be aligned with Council's goals and objectives. Proper management of advertising leases include the following:

2.1.1. Ensure advertising-related transactions abide by the Policy, any condition and/or restriction and with all applicable regulations and legislation including the Municipal Government Act (MGA) and Land Use Bylaw; and

2.1.2. Ensure funds are administered through the Village operating budget; and

2.1.3. Establish and/or modify practices and internal controls consistent with this policy; and

2.1.4. Execute documents relating to the establishment and maintenance of leases, as required.

2.2. CAO or Designate is responsible for administering a review process in accordance with administrative procedures:

2.2.1. The purpose of the review process is to ensure leases are being managed properly and to evaluate the continued relevance of fees and payments.

2.3. Council approval is required for the following leasing activities:

2.3.1. Promote a positive image for the Village; and

2.3.2. Be ethical in terms of what and where advertising is sold; and

2.3.3. Requests to amend the Policy; and

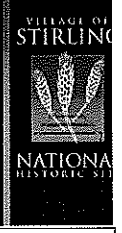
2.3.4. Changes to approved lease rate structure; and

2.3.5. Changes to approved lease locations.



Village of Stirling

Policy DV02 - 21



Section:	Development	Subject:	Sign Leasing Management Policy
Approval Date:	January 20, 2021		

2.4. CAO or Designate can approve the following lease related activities and /or reports:

2.4.1. Establish and/or modify procedures and internal controls for the leasing program consistent with this policy; and

2.4.2. Ongoing activities of leases as per the purpose, conditions and/or restrictions; and

2.4.3. Lease contracts in conformance with this policy, established locations and rates.

2.5 Sign lease locations and rates shall be reviewed annually by Council in conjunction with the annual review of the Fees Bylaw.

2.5.1 Lease locations and rates shall form Schedule A of this Policy.

2.5.2 A draft lease agreement can be found on Schedule B of this Policy.

2.6 Business advertising and local community groups will be provided first opportunity for sign lease agreements.



 Mayor – Trevor Lewington

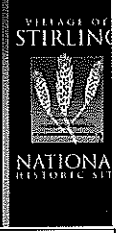


 CAO – Scott Donselaar



Village of Stirling





Policy DV02 - 21



Section:	Development	Subject:	Sign Leasing Management Policy
Approval Date:	January 20, 2021		

Schedule A Sign Locations and Cost List

- All costs of design, production, installation, and maintenance are the sole responsibility of the advertiser.
- Compliance with any application Alberta Transportation requirements. (ie: no illumination)
- The Village through the CAO must approve all design final proofs prior to installation.
- Designs must be complimentary to the look and feel of the community and contain no offensive words, images or other visual elements that violate community standards.
- All signs must be affixed to existing infrastructure (except at kiosk location) and be no larger than the current badlands signage.

	Kiosk Location (Free standing ground mount sign)	Electronic Marquee	Highway AB 846 Southbound	Highway AB 846 Northbound	Township Road 64A Westbound
Published Traffic Count (WADT)	N/A	N/A	1,100	580	N/A
Location					
Monthly Lease rate	\$150	\$200	\$200	\$150	\$100
Annual Lease Rate	\$1,800	\$2,400	\$2,400	\$1,800	\$1,200
Discount (multi-year)	-10%	-10%	-10%	-10%	-10%
Discount (5 location bundle)	-30%	-30%	-30%	-30%	-30%

All 5 locations for 1 year = \$6,720 or \$560 per month
 All 5 locations for 2 or more years = \$6,048 or \$504 per month

* A damage deposit of \$200.00 per location shall be payable at the time of lease agreement issuance.

Sign Lease Agreement

This Agreement is made this ____ day of _____, A.D. ____.

Between:

THE VILLAGE OF STIRLING
(hereinafter referred to as the Village)

PARTY OF THE FIRST PART

-AND-

(hereinafter referred to as the lessor)

PARTY OF THE SECOND PART

WHREAS the Village of Stirling desires to lease sign location as identified in Schedule A of Bylaw Number DV02-20;

AND WHEREAS _____ is desirous of leasing sign location(s) as for the purposes of advertising;

AND WHEREAS the parties hereto wish to reduce their Agreement in connection with the same to writing;

NOW THEREFORE TIDS ENDENTURE WITNESS THAT IN CONSIDERTION OF THE MUTUAL COVENANTS AND CONDITIONS THE PARTIES HERETO AGREE TOGETHER AS FOLLOWS:

1. Lease Location

- a) The Lessor agrees to lease the listed sign location(s):
 - i.
 - ii.
 - iii.
 - iv.
 - v.

2. Rent

- a. The Lessor agrees to pay \$_____ per month, payable on the ____ day of the month.
- b. A refundable damage deposit of \$_____ shall be provided prior to issuance of the lease. This deposit shall be in the form of cash and refundable after any deductions from removal post inspection defects.

3. Term

- a. The lease shall commence on the ____ day of _____. This agreement is for a ____ year term and may only be terminated herein defined.

4. Installation and Removal

- a. Installation of all signs shall be the sole responsibility of the Lessor.
- b. The Village Operations Department will inspect the location prior to installation of any sign and not any pre-existing conditions.
- c. The Lessor shall ensure their sign will affix to each location based upon the required hardware at the location and will ensure the sign is affixed adequately to not become hazard during weather events.
- d. The Lessor can request other hardware which will be subject to the approval of the Operations Department. If approval is given it will be installed by the Operations Department at the cost of the Lessor.
- e. If either party does not renew the agreement the Lessor must remove their sign by the end date of the term. Failing to remove the sign by the end date of the term will result in penalties accrued per day as outlined in section 8 of this Agreement.
- f. If this Agreement is terminated for any reason the sign shall be removed. If this Agreement is terminated by the Village the Village Operations Department will be directed to remove the sign at the Lessor's expense.

5. Maintenance

- a. The lessor agrees to ensure the sign is properly maintained and is not allowed to deteriorate or have an unkept condition.
- b. The Village will ensure all weed and grass control is performed in the locations, so the signs are always free from foliage obstructions.
- c. The Village will ensure the signpost locations are maintained and well kept.

6. Indemnification

- a. The lessor hereby agrees to indemnify and save harmless the Village against all claims and demands for injury, loss or damage, suffered by any reason as a result of breach of this Agreement, neglect, default, misconduct of the Lessor, the Lessor's agents or employees.

7. Termination

- a. Either party to this Agreement may terminate the agreement with 3 months written notice.
- b. The Village may terminate this Agreement without notice, should the Lessor allow their sign to deteriorate and upon being advised to remedy the sign, the Lessor fails to do so.
- c. The Village may terminate this Agreement if payment is not made as per the terms in section 2 and 8 of this agreement.
- d. If this Agreement is not renewed upon the end date of the Agreement, the Agreement considered to be terminated and sign removal will be required as per section 4.
- e. If the Lessor places a sign on the location which has not been approved as per the Sign Lease Bylaw the Village may terminate the agreement without notice and direct the Operations Department to remove the sign at the Lessor's expense.

8. Penalties

- a. Should the Lessor fail to remove their sign upon termination of the agreement and daily fee rate of \$30.00 per day shall apply.
- b. Should the Lessor fail to pay the rent required by section 2 of this Agreement they shall have a penalty of \$20.00 applied to the next required payment.
- c. Should a payment from the Lessor be returned as NSF the standard rate applied by the Village will be applied for the next payment.

9. Insurance

- a. The Lessor will provide proof that the sign has adequate insurance coverage under one of the Lessor's policies with a liability policy of not less than two (2) million dollars.

IN WITNESS WHEREOF the parties set their hand and seal the day and year above written.

The Village of Stirling

Per: _____
CAO – Scott Donselaar

Date: _____

Lessor

Per: _____
Signature

Print Name

Date: _____

Signed in the presence of

Per: _____
Witness Signature

Print Name

Date: _____