

Date & Time Received: _____ By: _____



City of Reading Memorial Structure Application

This application must be submitted prior to the installation of any memorial placed in any City-owned Park. This application must be accompanied with the completed Maintenance Agreement

Applicant Information

Please print

Organization Name: _____

Contact Name: _____

Daytime Telephone Number: _____ Cell Number: _____

Email: _____

Address: (please include City, State, and Zip) _____

Organization Address: _____

Organization Telephone Number: _____

Memorial Structure Information

Please print

What type of monument would you like to install (statuary, structure, tree, plaque, artwork, marker, etc)? _____

What veterans group, civic group, or historical event will be honored _____

Where would you like to have the monument? _____

Why did you choose this location? _____

What are the candidate's outstanding contribution(s) to the community in terms of activities or gifts? _____

How did the candidate enhance the community? _____

How will the candidate's contributions be recognized in the future? _____

The candidate's contributions have the greatest impact on whom/what?

How does the candidate relate to the facility or location of installation? _____

Are funds available to purchase, install and maintain the installation (statuary, structure, tree, plaque, artwork, marker, etc)? _____

How will the installation be insured? _____

Requested date of installation _____

A photograph of the monument you wish to install and a detailed design plan and drawing must be submitted along with this application form. Design specifications should include materials, dimensions, tree species (if applicable) and placement.

I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.

APPLICANT'S SIGNATURE: _____

Please print name: _____

DATE: _____

- Historic Preservation Specialist Signature: _____ Date: _____
- Planner Signature: _____ Date: _____
- Operations Division Manager Signature: _____ Date: _____
- City Clerk Signature: _____ Date: _____
- County Veterans Affairs Director Signature: _____ Date: _____

Please provide a copy of the signed application form and photograph/design plan/drawing of the monument with the formal recommendation to City Council.

Maintenance Agreement

WHEREAS, the City of Reading City Council enacted two ordinances regarding the need for City approval for the installation of artwork(City Code Chapter 433 Public

Art), monuments, statues, marker or plaque (City Code Chapter 396 Part 5 Memorial Structures on Public Property) for the purpose of memorializing an individual, group, or event on City owned property; and

WHEREAS, this legislation empaneled the Memorial Review Committee (MRC) and Public Art Review Committee (PARC) to review all proposals on the suitability of the proposed project and its location; the appropriateness of the design thereof; the appropriateness and anticipated longevity of the proposed materials; the proposers' plan and ability to provide for the long-term maintenance and upkeep of the project; and provisions for insuring the project against damage, vandalism and disrepair. In addition, if the proposed location of a project has been subject to a master- or comprehensive-planning initiative, the proposed project should be in comport with any such valid plan. The MRC and PARC shall provide this written evaluation to City Council with a recommendation; and

WHEREAS, this Maintenance Agreement between the applicant and the City Public Work Director provides the City with assurance that the installation shall be maintained by the applicant and in the event the installation falls into disrepair and is not promptly repaired, at the sole discretion of the Director of Public Works, the City may remove such structure and dispose of it. Vandalism to any project or the grounds that the project sits on shall be enforced by the PA Crimes Code 18 Pa. C.S. §3304 Criminal Mischief, §3307 Institutional Vandalism and §5509 Desecration, Theft or Sale of Venerated Objects.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. That the Public Works Director is authorized to execute the Maintenance Agreement between the City of Reading and _____ as attached in Exhibit A.

I. RESPONSIBILITIES

_____ agrees to be responsible for the continued upkeep and maintenance of the project. The City shall be responsible for the maintenance of the grounds.

_____ agrees to be responsible for all fundraising efforts and complying with all legal and accounting requirements, as well as all federal, state, and local government regulations, including but not limited to, applying and receiving permission from the Public Works Director for any planned work on the installation.

Before making any changes to the installation, _____ must make a formal request to the City of Reading, Department of Public Works Director and provide regular updates to the Public Works Director, or his/her designee, regarding the status of the installation. This includes an annual financial accounting and prior notice of any scheduled projects of events at the Premises.

II. TERM OF MAINTENANCE AGREEMENT

This Maintenance Agreement takes effect upon the signature of the Parties and shall remain in effect for two (2) years for a Public Art project and for 25 years for a Memorial project from the date of execution.

This Maintenance Agreement may be extended or amended upon written request of either the City or _____ and the subsequent concurrence of the other. However, either party may terminate this Maintenance Agreement with or without cause on not less than 30 days' notice—even if this occurs in the middle of a term.

At the termination of the Maintenance Agreement _____ shall have the project removed at its expense. If the installation is not removed, the Public Works Director shall have the authority to remove the installation and undertake collection activities from _____.

III. AUTHORITY OF PARTIES

The Parties shall act in an independent capacity and not as an officer, agent, servant, employee, or associate of the other party. Each party shall retain the right to administer and verify that the respective obligations are being performed in accordance with the terms and conditions herein. Each party agrees to comply with applicable provisions of law.

IV. INSURANCE

Prior to the commencement of this Maintenance Agreement, _____ shall furnish to the City a certificate of insurance with general liability coverage, including any liability normally covered by a General Liability policy prior to the commencement of the performance. The Certificate will name the City as Additional Insured party for the duration of the activities

referred to herein. The amount of this insurance coverage shall be one million dollars (\$1,000,000.00).

V. INDEMNIFICATION

_____ agrees to indemnify, hold harmless and defend the City and its respective officers, officials, employees from any and all injury, loss, liability, fines, penalties, for costs and damages whether in contract, tort, or strict liability, incurred thereby arising directly or indirectly from its performance of any independent venture.

VI. ENTIRE AGREEMENT

This Maintenance Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous commitments and understandings of any nature. No modifications, amendments, or changes shall be made to this Maintenance Agreement unless it is reduced to writing and executed by parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Maintenance Agreement, as indicated by each party's authorized signatures below:

Applicant

Name/Title Date

Address Phone Contact Number

City of Reading Public Works Department

Name/Title Date

Address Phone Contact Number

Once completed, please mail to:

City Hall
815 Washington St.
Reading, Pa. 19601
attn: City Clerks Office