



**RESOLUTION OF THE COUNCIL FOR THE TOWN OF ABINGDON  
TO ESTABLISH APPROVED BANNERS TO BE DISPLAYED ON  
THE CUMMINGS STREET BANNER POLES**

**WHEREAS**, pursuant to The Code of the Town of Abingdon Virginia, Chapter 2, Article II, Division 4. Ordinances and Resolutions, Council can adopt the attached Cummings Street Banner Display Permit; and

**WHEREAS**, Council voted to reinstall the banner poles on Cummings Street and enacted the “Business Display Requirements” policy on May 18, 2023; and

**WHEREAS**, the Council is committed to enhancing the quality of life for the Town residents, promoting community events, and fostering business and economic development; and

**WHEREAS**, the Banner Display Requirements outline eligibility criteria for banner placement, with the following events meeting these; and

Rotary Frolics  
Washington County Public Library – National Library Week  
Earth Day  
Annual Community Day of Service  
Torch Run for Special Olympics  
Kiwanis Plumb Alley Day  
Memorial Day Ceremony – Veterans Memorial Park  
Battle of the Badges Blood Drive  
Abingdon Fiddlers Convention  
Town Independence Day Celebration  
Virginia Highlands Festival  
Town Wide Yard Sale  
Washington County Public Library – Membership drive  
Fire Prevention Week  
Veterans Day Ceremony – Veterans Memorial Park  
Main Street Trick or Treat  
American Recycles Day - Sustain Abingdon  
Festival of Trees & Merchant Open House  
Kiwanis Christmas Parade  
Welcome to Abingdon (when open space)

**NOW, THEREFORE, BE IT RESOLVED** that the Council adopts this Resolution and permits the aforesaid banners to be displayed on the Cummings Street banner poles; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, this Resolution shall take full force and effect upon its passage and approval.

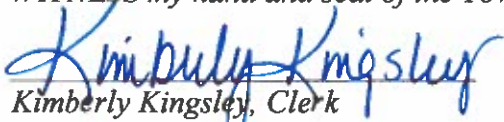
BY:

  
Amanda Pillion, Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the "Town") hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on May 6, 2024. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

Member	Attendance	Vote
Amanda Pillion, Mayor	Yes	Aye
Dwyane Anderson, Vice Mayor	Yes	Aye
Derek Webb	Yes	Aye
Donna Quetsch	Yes	Aye
Wayne Austin	Yes	Aye

WITNESS my hand and seal of the Town of Abingdon as of May 6, 2024.

  
Kimberly Kingsley, Clerk

## Banner Display Requirements

**Town's Policy Statement:** The desire to utilize banners over Cummings Street to promote events organized or sponsored by the Town. The placement of a banner over Cummings Street is to promote Town sponsored, community-wide events that are beneficial to Town's residents and visitors.

### Eligible Event for Banner Placement

- A banner must be for Town sponsored, community-wide events and shall be defined as temporary events open to the general public; outdoor festivals; craft shows; car shows; veterans or memorial-related events, and community-wide thematic-based promotions sponsored by the Town.
- Community-wide event does not include an event for the primary purpose of promoting one specific business.
- An event taking place over multiple weeks, such as a week-long festival promotion, shall be considered one event for this policy.
- The banner poles are not intended to serve as a public forum.
- The Town reserves the use of its banner poles for official governmental speech.

### Limits on Display Time and Placement

- A banner may be displayed ten days before an event, the week of the event or for multiple weeks if the event lasts longer than one week.
- If more than one Town sponsored event occurs during the same timeframe, banner space will be allocated on a first-come, first-served basis.
- The Town will install and remove the banner as a sponsors of an event.

### Banner Requirements and Logistics

- Banner reservations can be applied for up to one year in advance.
- The banner shall not be wider than 35 feet or taller than 36 inches. The banner shall be constructed of quality material to sustain and support said banner during the period covered by this Permit. The banner shall be constructed with holes or flaps to reduce buffeting as much as possible. The banner shall have metal grommets to aid in the deployment.
- The Town shall install or have installed said banner and shall have the right to inspect and remove the installation if warranted periodically.
- The Town reserves the right to reject any banner deemed inappropriate for installation or remove should it become damaged, insecure, hazardous, or unstable.
- An organizational name and/or sponsor information on a banner must be minimal and secondary to the event name and includes the Town's Tourism logo.
- No profane, obscene, or offensive language and/or graphics are permitted.
- The banner must not violate Federal, State, or Town laws or ordinances.
- The Town is not responsible for any damage to or loss, regardless of the cause.
- The Town is not responsible for any damage caused by a banner.

- During the period of this permit, Permittee, at its own cost and expense, will keep in force commercial general liability insurance covering both bodily injury, including death, and property damage, with limits of not less than \$1,000,000.00 each occurrence and in the aggregate, in such form and with such insurance company as shall be satisfactory to the Town.
- The Permittee shall furnish to the Town, before the permit is issued, certificates of such insurance, designating the Town as a certificate holder and indicating on the certificate that it is issued for the requested banner display. The certificate shall provide that the insurance company will give the Town ten (10) days written notice of any cancellation of or material change in said insurance coverage.
- Permittee shall and hereby agrees to indemnify and hold harmless the Town, its officers, employees, and agents, from and against all claims, demands, suits, judgments, recoveries, and liabilities for injuries to or death of any person or persons whomsoever and for loss of or damage to, any property whatsoever and for all penalties, fines, prosecutions, statutory recoveries (whether civil or criminal) and governmental actions arising from or in any manner growing out of the Permittee's utilization of the Town's poles or arising from or growing out of the privileges herein granted to the Permittee or its exercise of any of such privileges to the extent permitted by the laws of the Commonwealth of Virginia. Nothing herein shall be deemed as an express or implied waiver of the sovereign immunity of the Commonwealth or the Town.