

RESOLUTION 2019-121

PASSED: AUGUST 12, 2019

**AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE ILLINOIS CONVENIENCE AND SAFETY CORPORATION (IC&SC) AS IT PERTAINS TO UPDATING POTENTIAL AND EXISTING BUS SHELTER LOCATIONS (EXHIBIT "B").**

**WHEREAS**, the provision of public transportation services is essential to the people of Illinois; and

**WHEREAS**, on December 13, 2004, Resolution 2004-083 "Authorizing the Mayor of the City of DeKalb, Illinois, to Execute an Agreement with the Illinois Convenience & Safety Corporation (IC&SC) for the Placement of Bus Shelters Along Transit Routes in DeKalb." was approved; and

**WHEREAS**, Resolution 2004-083 established an agreement with IC&SC for the construction and placement of bus shelters along transit routes within DeKalb in return for management and access of advertising space within the shelters; and

**WHEREAS**, the City wishes to update the listing of all shelters in the DeKalb area to include all shelters erected along transit routes in DeKalb since Resolution 2004-083 was approved.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:


**SECTION 1:** Exhibit "B" of Resolution 2004-083 shall be amended to include all existing and potential bus shelter locations in the DeKalb area as of August 12, 2019.

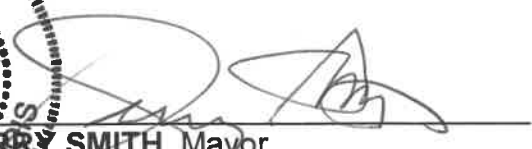
**SECTION 2:** Except as modified in this Resolution, all other provisions of Resolution 2004-083 shall remain in effect.

**SECTION 3:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest to the Mayor's Signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 12<sup>th</sup> day of August 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
LYNN A. FAZEKAS, City Clerk

  
JERRY SMITH, Mayor



The seal of the City of DeKalb, Illinois, is circular with a double border. The outer border contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner border contains "DEKALB" at the bottom. The center of the seal features a shield with a plow, a sheaf of wheat, and a bundle of cotton, with a rising sun in the background.

## **EXHIBIT "B"**

### **DeKalb/IC&SC Bus Shelter Program Potential and Current Shelter Locations Updated August 12, 2019**

1. Downtown DeKalb at 2<sup>nd</sup> Street & Lincoln Hwy – No Shelter Installed
2. Normal Dr. south of Ridge Dr. – No Shelter Installed
3. Ridge Dr. west of Normal Rd. – Shelter Installed by IC&SC
4. Ridge Dr. and Blackhawk Dr. – No Shelter Installed
5. Greenbrier Rd. and Hillcrest Dr. – No Shelter Installed
6. Dresser Court at the Dresser Court Apartments – Shelter Installed by IC&SC
7. Annie Glidden Rd & Hillcrest Dr. – Shelter Installed (Northwest Corner) by IC&SC
8. Annie Glidden and Varsity Blvd – Shelter Installed by Unknown
9. Annie Glidden at University Apartments Dr. – Two Shelters Installed by the City of DeKalb
10. Sycamore Rd. at Jewel – Shelter Installed by IC&SC
11. Best Buy (Petco, Kohl's) – No Shelter Installed
12. Wal-Mart – No Shelter Installed
13. New Aldi Store (2500 Sycamore Rd) – No Shelter Installed
14. Target Entrance – No Shelter Installed
15. Sycamore Rd. north of East Dresser Rd. – No Shelter Installed
16. Taylor St. at Ashbury Ct. Apartments – Shelter Installed by IC&SC
17. Stadium Dr. at Stevenson Towers South – Shelter Installed by NIU
18. Stevenson Hall North & Grant Hall North – Shelters Installed by NIU
19. Lucinda Ave. at Lincoln Hall – Shelter Installed by NIU
20. Lucinda Ave. at Recreation Center – No Shelter Installed
21. Stadium Dr. South at Stadium Dr. East – No Shelter Installed
22. Taylor St. at Taylor St. Plaza – Shelter Installed by Unknown
23. Seventh Street at Fire Station #1 – Shelter Installed by IC&SC
24. Grant Drive East and Douglas Drive North – Shelter Installed by NIU
25. Downtown DeKalb at 2<sup>nd</sup> Street and Locust St. – Shelter Installed by City of DeKalb
26. Sycamore Road at Hopkins Park – Shelter Installed by IC&SC
27. Locust St. and 7<sup>th</sup> St – Shelter Installed by the City of DeKalb
28. Blackhawk Rd. & Edgebrook Dr. – Shelter Installed by IC&SC
29. Lincoln Highway at Popeye's – Shelter Installed by the IC&SC
30. Normal Rd. north of Ridge Dr. – Shelter Installed by City of DeKalb
31. Afton Road at Human Services Department – Shelter Installed by City of DeKalb
32. 908 Greenbrier Rd. – Shelter Installed by IC&SC

RESOLUTION 04-83

Passed: December 13, 2004

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO EXECUTE AN AGREEMENT WITH THE ILLINOIS CONVENIENCE & SAFETY CORPORATION (IC&SC) FOR THE PLACEMENT OF BUS SHELTERS ALONG TRANSIT ROUTES IN DEKALB.**

**WHEREAS**, the Illinois Convenience and Safety Corporation (IC&SC) has offered a program through which bus shelters may be placed in DeKalb along Huskie Bus and VAC transit routes at no cost to the City or other public entity; and,

**WHEREAS**, the DeKalb-Sycamore Area Transportation Study (DSATS) Technical Committee reviewed and recommended approval of the proposed agreement at their October 11, 2004 meeting; and,

**WHEREAS**, the DSATS Policy Committee reviewed and approved the proposed agreement at their October 25, 2004 meeting; and,

**WHEREAS**, the DeKalb Plan Commission reviewed and approved the proposed agreement at their November 17, 2004 meeting by a vote of 4-0 (Vedral absent); now,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with Illinois Convenience & Safety Corporation for the installation and maintenance of bus shelters along transit routes in DeKalb for a term not to exceed 20 years from the date of execution of the agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".


**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 13<sup>th</sup> day of December, 2004 and approved by me as Mayor on the same day. Voice vote 4-0-3.

**ATTEST:**

  
DONNA S. JOHNSON, City Clerk



  
GREG SPARROW, Mayor

Res 0492  
12-13-04  
3435-A

AGREEMENT

This agreement is hereby made and entered into this 17<sup>th</sup> day of JANUARY, 2005, by and between the City of DeKalb, a municipal corporation (hereinafter referred to as "City") and Illinois Convenience & Safety Corp., an Illinois corporation (hereinafter referred to as "IC&SC").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **DURATION:** This agreement shall remain in force for a term of ten (10) years from the date of this agreement. This agreement shall be automatically renewed for an additional ten (10) year term unless written notice to terminate is given by either party within thirty (30) days of the end of the original term.
2. **TYPE OF SHELTER:** Any shelters to be constructed will be of a type approved by the City in writing. The shelters to be erected under this contract shall be of the design depicted in Exhibit "A", hereto attached, in the paint scheme of the City's choosing.
3. **IC&SC OBLIGATIONS:** IC&SC will pay all fees, costs and permit charges regularly assessed by the City, unless otherwise waived in writing by the City. IC&SC agrees that the shelters will comply with the City's Unified Development Ordinance (UDO) and with all applicable building codes of the City, except for waivers of the UDO explicitly granted in this agreement. IC&SC is also responsible for obtaining state highway permits for all shelter locations on state routes. IC&SC will order, install, inspect, maintain, repair, clean and service the shelters at no cost to the City. IC&SC will retain ownership of the shelters. The maintenance to be provided will be on a regular basis at *least once per week*. IC&SC shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within twenty-four (24) hours of notification from the City or IC&SC's inspection. IC&SC will be responsible for snow removal at the shelters within 24 hours of an accumulated snowfall of two (2) inches or more.
4. **INDEMNIFICATION AND INSURANCE:**  
A. IC&SC will defend, indemnify and hold harmless the City, their agents, servants, and employees, against all costs, expenses, damages, liabilities and judgments for personal injuries, including death, resulting by reason of the erection, maintenance or operation of any of the shelters referred to in this agreement, and for property damage, sustained by any person, firm or corporation whomsoever, caused or alleged to have been caused, directly or indirectly, by an act or omission, negligent or otherwise, of IC&SC, its agents, servants, and employees, or occasioned by any work performed by IC&SC and shall defend any such action or suit brought against the City, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection herewith and to pay, on behalf of the City, the amount of any judgment that may be entered against them in any such action or suit. In the event the aforementioned duty to defend is invoked for any reason, counsel for City shall be of City's choosing. The terms and provisions of this paragraph shall survive any termination and/or expiration of this agreement.  
  
B. IC&SC will carry indemnity insurance against the above-mentioned liability in a sum of not less than \$2,000,00.00. The City, its officers, officials and employees shall be named as Additional Insureds to the General Liability coverage of this policy for the

erection, maintenance and operation of the bus shelters located in the City. Proof of said insurance will be provided to the City prior to the issuance of permits for shelters provided under this agreement.

5. **PAYMENT FOR ELECTRICAL:** IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the City indemnified against being called on to pay these sums. IC&SC shall pay all costs for continuous electrical service provided to the shelters for the illumination of the advertising displays.
6. **RIGHT TO ERECT SHELTERS:** The City agrees that it gives IC&SC the right to erect advertising shelters within the City subject to all applicable laws and regulations, said number of shelters to be approved in writing by the City, and the first option to fulfill any additional advertising shelter requests by the City that may arise within the duration of this agreement. This contract shall be contingent upon the City Council's approval of amendments to the City's Unified Development Ordinance (UDO) to permit off-premises advertising on bus shelters and to allow shelters located within the public right of way.
7. **SITE LOCATION:** IC&SC shall erect bus shelters at some or all of the locations specified in Exhibit "B", hereto attached. The location of shelters is subject to City approval as well as approval by the County/State of Illinois (IDOT) for County/State route installations, respectively. The list of shelter locations may be amended with the written approval of both IC&SC and the City.
8. **DUTY TO REMOVE:** In the event the City fails to receive written notice of renewal of either or both Agreement and the Comprehensive General Liability Insurance on or before thirty (30) days before the expiration date of said coverages, or in the event either or both the Agreement and the Comprehensive General Liability insurance are cancelled and no evidence of equal coverage is exhibited to the City on or before thirty (30) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, including foundations and restoration of the earth or sidewalk on which the shelter was located to its original condition at no cost to the City or other property owner. If IC&SC fails to do so City shall have the right to remove them and IC&SC shall be obligated to pay City its costs for such removal upon thirty (30) days written demand. If the shelter(s) are not properly maintained or repaired, IC&SC must remove such shelter(s) at their sole expense. City may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days.
9. **IC&SC RIGHT TO REMOVE SHELTERS:** IC&SC retains the right to remove any shelters with notice received by the City seven (7) days prior to the intended removal of the shelters, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the City, County or State in which the shelter is located, or in the event the Federal, State, Municipal or other proper authorities should hereafter establish any rules, regulations to taxations which shall have the effect of so restricting location, construction, maintenance or operation of the shelters as to diminish the value of said shelters for advertising purposes. IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable. If IC&SC exercises the right to remove its shelter(s), IC&SC shall be responsible for the costs associated of the removal of the shelter including foundations and restoration of the earth or sidewalk on which the shelter was located to its original condition.

10. **TYPE OF ADVERTISING:** IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards. IC&SC agrees to remove any advertisement whose content is deemed unacceptable by the City within twenty-four (24) hours of notification from the City.
11. **COMPENSATION TO THE CITY:** A. IC&SC will pay the City ten percent (10%) of gross billings generated by the rental space of shelters within the City. 'Gross Billings' is defined as the invoiced price to advertisers, without consideration of, or reduction for, trade discounts, rebates, refunds or credits. The only allowance that will be made is for a legitimate advertising agency 15% commission that is paid by IC&SC to a third party in order to secure the advertising contract.
- B. IC&SC will render an annual payment to the City, said payment to be received by April 1, for all paid advertising revenue generated the previous year by shelters within the City. IC&SC shall provide to the City an annual report stating the gross receipts from and number of advertising contracts secured by IC&SC in the preceding twelve-month period. For each additional thirty (30) days payment is past due, an additional 10% late charge will be applied to the balance owed to the City.
- C. City shall have the right to advertise community events or other public service notices if the advertising space in the City is unsold. City shall be responsible for any production costs, and must contact IC&SC for availability, placement and posting.
- D. Upon written request by the City, IC&SC shall prepare, at its expense, an audit of the revenues generated by the shelters installed under this contract.

12. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to City: City Manager  
City of DeKalb  
200 South Fourth Street  
DeKalb, IL 60115

With Copy to: City Planner/MPO Director  
City of DeKalb/DSATS  
223 South Fourth Street, Suite A  
DeKalb, IL 60115

If to IC&SC: President  
Illinois Convenience & Safety Corporation  
6624 W. Irving Park Road  
Chicago, IL 60634

13. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between IC&SC and the CITY OF DEKALB and supersedes all prior negotiations and agreements. This agreement may be amended only by written instrument signed by both parties hereto.

14. **TRANSFERABILITY:** This agreement and modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners and legal representatives. This agreement may not be assigned or transferred in any way except by the written consent of both parties hereto.

15. **AUTHORITY:** The City warrants and represents that it has the authority to enter into this agreement and the necessary and proper resolutions have been approved and passed by the proper City Officials; further, it is warranted and represented that the signatories to this agreement have the authority to so act.

16. **SEVERABILITY:** The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

17. **AGENCY:** This agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

18. **APPLICABLE LAW:** This agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of DeKalb County, Illinois.

**ACCEPTED AND APPROVED:**

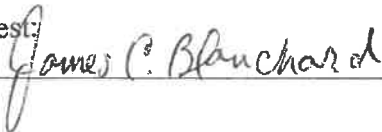
**Illinois Convenience & Safety Corp.**

By:



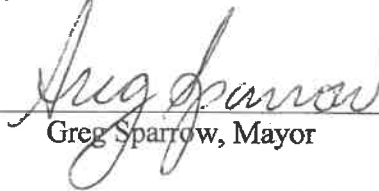
Bruce J. Campbell, President

Attest:



**City of DeKalb**

By:

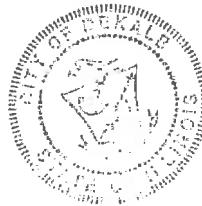


Greg Sparrow, Mayor

Attest:



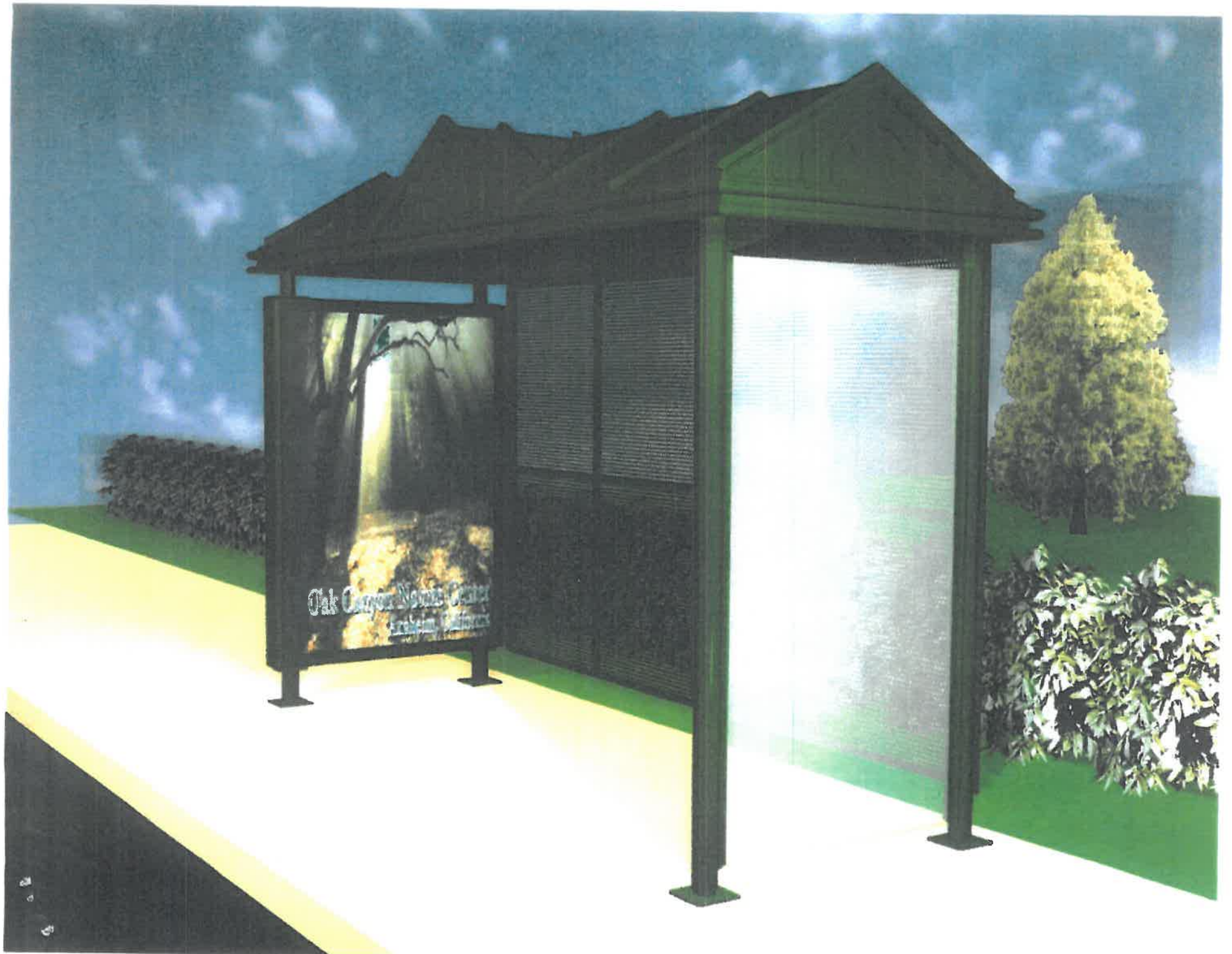
Donna Johnson, City Clerk



LA

Exhibit "A"  
"Typical" Shelter Drawing





**Exhibit "B"**

**DeKalb / IC&SC Bus Shelter Program  
Potential Shelter Locations**

- #1: Downtown at 2<sup>nd</sup> & Lincoln Hwy.
- #2: Normal Dr. south of Ridge Dr.
- #3: Ridge Dr. west of Normal Dr.
- #4: Ridge Dr. and Blackhawk Dr.
- #5: Greenbriar Rd. and Hillcrest Dr.
- #6: Dresser Court at the Dresser Court Apartments
- #7: Annie Glidden & Hillcrest
- #8:\* Annie Glidden and Varsity Blvd.
- #9:\* Annie Glidden at University Apartments Drive
- #10:\* Sycamore at Jewel
- #11: Best Buy (PetCo, Kohl's)
- #12: Wal-Mart
- #13: Borders
- #14: Target Entrance
- #15: Sycamore north of East Dresser
- #16: Taylor St. at Riverside Apartments
- #17:\* Stadium Drive at Stevenson Towers South
- #18:\* Grant and Douglas
- #19:\* Lucinda at Lincoln Hall
- #20: Lucinda at Rec Center
- #21: Stadium Drive South at Stadium Drive East
- #22:\* Taylor St. at Golden Years High-Rise
- #23: Seventh Street at Fire Station #1

\*Replacement Shelter

*This Exhibit B amended via Res 2019-121  
on 8-12-19.*