
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-117**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S
BUS SHELTER PROGRAM**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2020-R-117

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER PROGRAM

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Illinois Convenience & Safety Corp (ICSC), a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 1st day of December, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

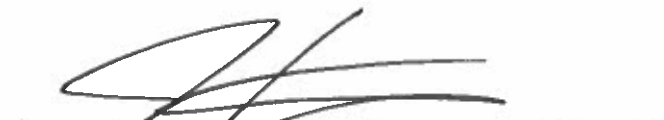
ABSENT: None

APPROVED this 1st day of December, 2020, by the President of the Village of Tinley Park.

ATTEST:



Village Clerk



Village President

EXHIBIT 1

AGREEMENT

This AGREEMENT is made the 1st day of ~~December~~ 2020, by and between ILLINOIS CONVENIENCE & SAFETY CORPORATION (hereinafter referred to as IC&SC) and the VILLAGE OF TINLEY PARK (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION**: This agreement shall remain in force for a term of ten (10) years from the 1st day of ~~December~~ 2020, unless previously determined as hereinafter provided.
2. **TYPE OF SHELTER**: Any shelters to be constructed will be of a type approved by the VILLAGE.
3. **IC&SC OBLIGATIONS**: IC&SC will pay all fees, costs and permit charges regularly assessed by the VILLAGE, unless otherwise waived, and agrees that the shelters will be in conformity with applicable building codes of the VILLAGE. IC&SC is also responsible for obtaining state highway permits for all shelter locations on state routes.

IC&SC will inspect, maintain, repair, clean and service the shelters. The maintenance to be provided will be on 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 VILLAGE or IC&SC's inspection.

4. **INDEMNIFICATION AND INSURANCE**: A. IC&SC will indemnify and save harmless the VILLAGE, 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 of 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 VILLAGE, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of the VILLAGE, the amount of any judgment that may be entered against them in any such action or suit.

B. IC&SC will carry indemnity insurance against the above mentioned liability in a sum of not less than \$2,000,000.00. The VILLAGE, its officers, officials and employees are named Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the VILLAGE. Proof of said insurance will be provided upon request by the VILLAGE.

5. **MAINTENANCE**: IC&SC shall be permitted to enter upon and into the shelters at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clockwork machinery and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done according to VILLAGE code and at the sole expense of IC&SC.
6. **PAYMENT FOR ELECTRICAL**: IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums.
7. **NON-OBSTRUCTION**: The VILLAGE shall not obstruct shelter advertising panels and agrees to prohibit any obstructions of the same and to cause such obstructions to be removed.

8. **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.
9. **RIGHT TO ERECT SHELTERS:** The VILLAGE agrees that it gives to IC&SC the right to erect advertising shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement.
10. **SITE LOCATION:** The location of shelters is subject to VILLAGE approval as well as approval by the Illinois Department of Transportation (IDOT) for state route installations.
11. **THE RIGHT OF IC&SC TO REMOVE SHELTERS:** IC&SC retains the right to remove any shelters without notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, 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 or taxations which shall have the effect of so restricting location, construction, maintenance or operation of the shelters so as to diminish the value of said shelters for advertising purposes. VILLAGE may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days.
12. **CONDITIONS:** 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 the shelter(s) are not properly maintained or repaired, IC&SC must remove such shelter(s) at their sole expense.
13. **DUTY TO REMOVE:** In the event the VILLAGE fails to receive notice of renewal of either or both the Agreement and the Comprehensive General Liability Insurance on or before twenty (20) 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 VILLAGE on or before twenty (20) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, including foundations, and if it fails to do so VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay VILLAGE its costs for such removal.
14. **COMPENSATION TO THE VILLAGE:**
 - A. IC&SC will pay the VILLAGE twenty percent (20%) of the gross billings generated by the rental space of shelters within the VILLAGE. '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 fifteen (15%) commission.
 - B. IC&SC will render an annual payment to the VILLAGE, said payment to be received by March 1 of each year for all paid advertising revenue generated the previous year by shelters within the VILLAGE.
 - C. IC&SC will allow reasonable inspection by authorized VILLAGE officials, at IC&SC's office during normal business hours, to review annual revenues payable to the VILLAGE.
 - D. VILLAGE shall have the right to advertise community events or other public service notices if the advertising space in the VILLAGE is unsold. VILLAGE shall be responsible for any production costs, and must contact IC&SC for availability, placement and posting.
15. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail addressed to the VILLAGE Mayor/President or IC&SC President, at their respective business addresses.

ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between IC&SC and VILLAGE OF TINLEY PARK and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. IC&SC, or any future assignee may assign this Agreement without the consent of the VILLAGE.


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

ACCEPTED AND APPROVED:

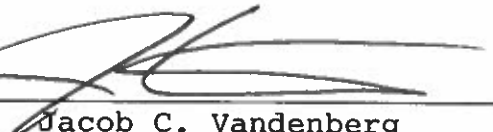
ILLINOIS CONVENIENCE & SAFETY CORPORATION

BY: 
BRUCE J. CAMPBELL, PRESIDENT

ATTEST:



VILLAGE OF TINLEY PARK

BY: 
Jacob C. Vandenberg
Village President

ATTEST:


Kristin A. Thirion
Village Clerk



ILLIN-1

OP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER King-Forman Insurance Agency 2604 E. Dempster St., #501 Park Ridge, IL 60068 King-Forman Insurance Agency	847-298-1636		CONTACT NAME: Jamie Freitag PHONE (A/C, No, Ext): 847-298-1636 FAX (A/C, No): 224-612-5369 E-MAIL ADDRESS: jfreitag@kingforman.com	
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Illinois Convenience and Safety Corporation 6624 W Irving Park Road Chicago, IL 60634	INSURER A: Secura Insurance Co		22543	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP3213591	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3213592	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3213594	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3213593	10/12/2020	10/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CP3213591	10/12/2020	10/12/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TINLEYP Village of Tinley Park Village Clerk Kristin A Thirion 16250 Oak Park Ave Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-117, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of December, 2020.



KRISTIN A. THIRION, VILLAGE CLERK