

Village of Hanover Park

Municipal Building
2121 West Lake Street
Hanover Park, Illinois
60133-4398

Rodney S. Craig
Village President

Eira L. Corral
Village Clerk

630-372-4200
Fax 630-372-4215

Ronald A. Moser
Village Manager



VILLAGE OF HANOVER PARK
VILLAGE BOARD
REGULAR WORKSHOP MEETING
Municipal Building: 2121 W. Lake Street
Hanover Park, IL 60133

Thursday, August 18, 2011
6:00 p.m.

AGENDA

- 1. CALL TO ORDER - ROLL CALL**
- 2. ACCEPTANCE OF AGENDA**
- 3. AGENDA ITEM REVIEW**
 - a. No Cash Bid Resolution**
- 4. ELECTED OFFICIALS ORIENTATION**
 - a. NIMS**
 - b. HIPPA**
- 5. BOARD MEMBER CONCERNS**
 - a. Spring Clean-up Day- Trustee Konstanzer**
- 6. DISCUSSION TOPICS**
 - a. Bus Shelters- TIF 2**
- 7. STAFF UPDATES**
 - a. Early Retirement Incentive Program**
- 8. ADJOURNMENT**

BOARD WORKSHOP

August 18, 2011

DATE: August 10, 2011

TO: Village President and Board of Trustees

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, Director of Public Works

SUBJECT: Bus Shelters

With the Pace Bus Service expanding, Village staff has begun to research options for bus shelters along the route, specifically at Barrington Road and Tower Drive, and at Lake Street and Church Road. The Village has several options to consider:

1. We could build shelters of our own design, and maintain it ourselves, including snow removal and garbage collection.
2. We could enter into an agreement with Pace, and they would construct one of their several designs of shelters. Pace does offer both advertising and non-advertising agreements. With the advertising agreement, the company contracted with Pace performs weekly cleaning and snow removal. The Village would also receive approximately 30 percent of the advertising revenues.

Staff is seeking direction on which shelter to pursue.

ck

Advertising Transit Shelter Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2011 by and between the Suburban Bus Division of the Regional Transportation Authority, a unit of local government and municipal corporation created under the Regional Transportation Authority Act (hereinafter "Pace"); The Village of _____, a unit of local government and municipal corporation created under the laws of the State of Illinois (hereinafter "Municipality"); and Titan Incorporated, a corporation (hereinafter "TITAN").

WHEREAS, Municipality and Pace recognize the importance of providing passenger shelters within Municipality corporate limits to riders of public transportation, and

WHEREAS, Pace and Titan have entered into an agreement for the acquisition, installation and maintenance of passenger shelters placed within Pace's service region and for the sale of advertising space on such shelters (Pace Contract #103193C, (hereinafter "Contract")); and

WHEREAS, the Parties wish to set forth revenue sharing principles applicable to the income received from advertising shelters placed within Municipality's corporate limits, and to establish other parameters of the Program,

NOW THEREFORE, the Parties agree as follows:

1. Duration. This agreement shall remain in force for a minimum term of ten (10) years from the date of enactment. This agreement shall be automatically renewed for an additional five-year term unless written notice to terminate is given by either party within thirty (30) days of the end of the initial term.

2. Type and location of shelter. Pace shall, after Municipality approval of shelter locations and design from the shelter types available to Pace at the time of construction, determine the location wherein each shelter shall be placed within the Municipality with regard to optimum passenger usage and bus route access. Any shelters to be constructed will be of a type approved by the Municipality. Pace, with Municipality approval, shall also replace existing non-advertising shelters with advertising shelters.

3. Inspection, maintenance and repair. Pace agrees that the shelters will be in conformity with applicable building codes of the Municipality. Pace are also responsible for obtaining state highway permits for all shelter locations on state routes, and municipal and/or county permits for other locations. TITAN will inspect, maintain, repair, clean and service the shelters at least once per week. TITAN shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within forty-eight (48) hours of notification from the Municipality.

4. Electricity. Ad shelters are electrified with solar units for nighttime illumination. If a solar unit is unavailable at the time of shelter installation, where practicable, Pace shall connect wiring between shelter and the Municipality's street lighting. When not

practicable, Pace shall connect to another source and pay all sums that may become due for electrical energy supplied to the shelters and shall keep the Municipality indemnified against being called on to pay these sums.

5. Type of Advertising. Titan and Pace agrees that it will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines. Per those Guidelines, Municipality [does/does not] permit advertising for alcohol beverage products. Titan is responsible for the installation and removal of all advertising material as well as removal of any debris created by the aforementioned installation and removal.

6. Duty to remove. In the event the Municipality exercises its right of termination pursuant to Paragraph 1 above, Pace agrees to remove all of its shelters within 60 days of request for removal and if they fail to do so, Municipality shall have the right to remove them, and Pace shall be obligated to pay Municipality its costs for such removal.

7. Advertising revenue shares. Under the Contract, Pace is entitled to certain percentages of "gross billings", defined as the invoiced price to advertisers, less advertising agency commission and taxes, if any. For any advertising transit shelters placed within Municipality's corporate limits as a result of the Program, Municipality shall receive one-half (1/2) of Pace's share of gross advertising billings. Pace's share is 62.5%, so the Municipality's share is 31.25%.

8. Payment. Pace shall pay Municipality annually its share of advertising revenues referred to in Paragraph 7. Payments shall be made in March of the next succeeding year after any year in which Pace receives advertising income from the Program for shelter(s) placed within Municipality's corporate limits.

9. Hold harmless. Municipality assumes no responsibility as to the condition of the shelters under the Program (i.e. maintenance, upkeep, or repair necessary to keep the premises or shelters in a safe and serviceable condition). Titan assumes liability for and shall indemnify and hold harmless Municipality and Pace against any and all liabilities, losses, damages, costs, payments and expenses of any kind and nature, including attorney's fees, as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way related to TITAN's negligence or the execution, performance, non-performable, or enforcement of this Agreement or the Contract by TITAN, including enforcement of this indemnification provision, upon notice to TITAN from Municipality or Pace and shall pay all costs and expenses incidental thereto. The indemnities contained in this Paragraph shall survive termination of this Agreement and the Contract. Notwithstanding the forgoing, nothing herein shall be deemed to indemnify municipality and/or Pace or release either of them from any liability or damage attributable to their negligence or willful misconduct. TITAN will carry indemnity insurance against the above-mentioned liability in a sum of not less than \$1,000,000.00. The Municipality, Pace and the Regional Transportation Authority (RTA), 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 Municipality. Proof of said insurance will be provided upon request by the Municipality, Pace and the RTA.

10. Public service advertising. Municipality shall have the right to advertise community events or other public service notices if the advertising space is unsold. Municipality shall be responsible for any production costs, and must contact TITAN for placement, posting and removal.

11. Applicable laws. This agreement shall be governed by the laws of the State of Illinois. Placement of shelters under the Program shall be subject to all applicable state and local permit procedures, and all advertising content shall be subject to local ordinances.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and made as of the date written first above.

MUNICIPALITY

Pace

Signature

Signature, Thomas J. Ross

Title

Executive Director
Title

Date

Date

Titan

Signature

Title

Date



Tel (734) 207-9700 Fax (734) 207-7995
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APPROVAL SIGNATURE

DATE

X

/ /

PROJECT NAME

Pace - Arlington Heights, IL

DESCRIPTION

RENDERINGS: DESIGN NO. 4, SHOWING CLOSED UPPER OPENINGS AND ADVERTISING PANEL

PLT/ENR	PLT/MGR	DRWG DATE	REV1	REV2	SCALE	PAGE	OF	DRWG #
BDI	SJ	10-26-09			NTS	8	1	PACE-R4A



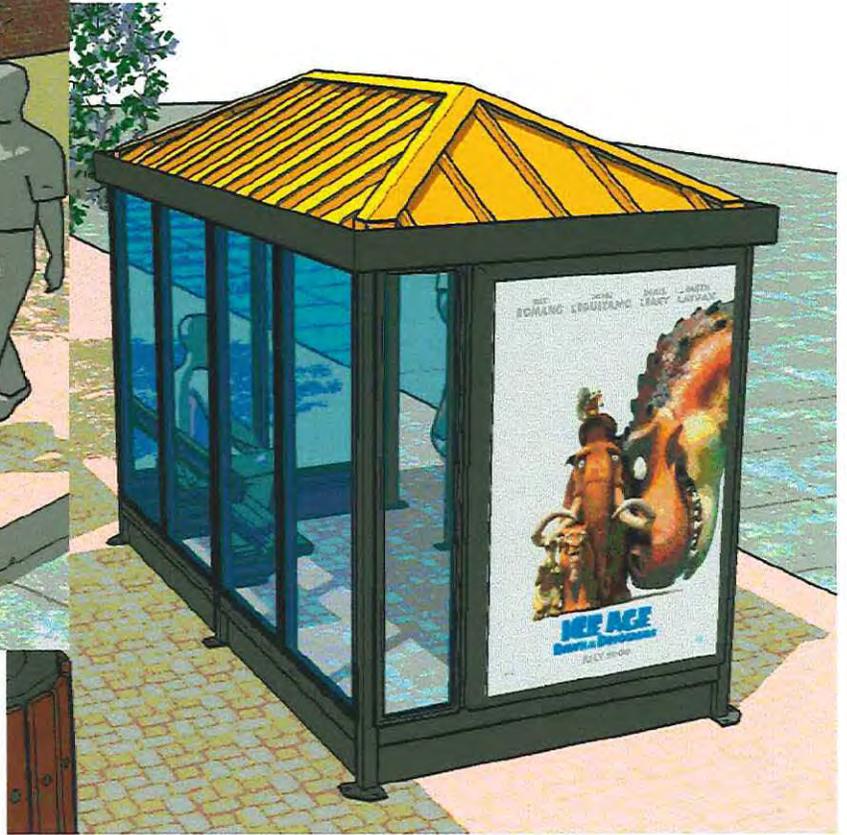
Board Workshop 8/18/11
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APPROVAL SIGNATURE _____ DATE _____

PROJECT NAME		Pace - Arlington Heights, IL						
DESCRIPTION		RENDERINGS: DESIGN NO. 1 (ADVERTISING)						
PLT/ENG	PLT/MGR	DRWG DATE	REV1	REV2	SCALE	PAGE	OF	DRWG #
BDI	SJ	8-12-09			NTS	2	9	PACE-R1A



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APPROVAL SIGNATURE

DATE

X

/ /

PROJECT NAME

Pace - Arlington Heights, IL

DESCRIPTION

RENDERINGS: DESIGN NO. 2 (ADVERTISING)

PLT ENG	PLT MGR	DRW'G DATE	REV1	REV2	SCALE	PAGE	OF	DRWING #
BDI	SJ	11-20-09			NTS	4	9	PACE-R2A

6-a.



Board Workshop 8/18/11

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		APPROVAL SIGNATURE _____ DATE _____ X _____ / /		DESCRIPTION RENDERINGS: DESIGN NO. 3 (NON-ADVERTISING)				
PRJT ENG BDI	PRJT MGR SJ	DRWG DATE 11-20-09	REV1	REV2	SCALE NTS	PAGE 6	OF 9	DRWG # PACE-R3A



