

**A RESOLUTION APPROVING AN
ADVERTISING TRANSIT SHELTER AGREEMENT**

WHEREAS, Pace receives income for advertisements located at its bus shelters; and

WHEREAS, Pace agrees to pay the City 50% of Pace's gross advertising income from bus shelters located within the city along Golf Road; and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into an Advertising Transit Shelter Agreement with Pace.

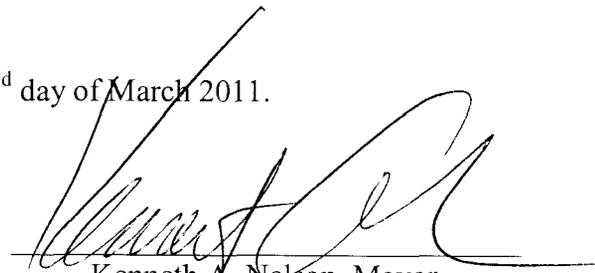
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, that the Mayor is authorized to execute and the City Clerk is authorized to attest, on behalf of the City, the Advertising Transit Shelter Agreement, a copy of which is attached hereto as Exhibit "A".

Yeas: Lusk, Buske, Judd, Adams, D'Astice, Larsen

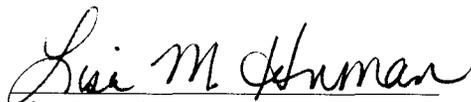
Nays: 0

Absent: Pitzafferro

Passed and approved this 22nd day of March 2011.


Kenneth A. Nelson, Mayor

ATTEST:


Lisa M. Hinman, City Clerk

Advertising Transit Shelter Agreement

THIS AGREEMENT is made and entered into this 14 day of April, 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 City of Rolling Meadows, a unit of local government and municipal corporation created under the laws of the State of Illinois (hereinafter "Municipality"); and Titan Outdoor, a private 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 Shelters. Pace shall propose the location(s) at which each shelter shall be placed within the Municipality with regard to optimum passenger usage and bus route access. Municipality shall approve shelter locations (with IDOT concurrence if applicable) and design from the shelter types available to Pace at the time of construction. Addendum A lists the locations at which shelters are to be installed, as agreed upon as of the effective date of this Agreement; Pace and Municipality reserve the right to mutually agree upon additional locations for shelter installations at other times prior to the expiration of this Agreement. Any shelters to be constructed will be of a type approved by the Municipality.

3. Inspection, Maintenance and Repair. Pace and/or Titan agrees that the shelters will be in conformity with applicable building codes of the Municipality. Pace and/or Titan 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 for nighttime illumination via a solar-powered unit. If solar power is unavailable, Pace/Titan 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 agree that they will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines. Per those Guidelines, the Municipality does not permit advertising for alcohol beverage products, tobacco products or adult regulated activities and/or 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 and Titan agree to remove all of their 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 and Titan jointly and severally 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 65%, so the Municipality's share is 32.5%.

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

Name: [Signature]

Name: [Signature] TR

Title: Mayor

Title: Executive Director

Date: 3/22/11

Date: 4/6/11

Titan

Name: Joy Cinch

Title: EVP GM

Date: April 7/11

ADDENDUM A

SHELTER LOCATIONS

Part I. The following shelters, with advertising, already exist in the Municipality:

Intersection	Additional location info.	Corner	1st bus route	2nd route	3rd route
Algonquin Road & Crossroads of Commerce Dr.		SE	696		
Golf Rd. & Lois Dr.	near Portillo's	NE	208	606	757
Golf Rd. & Meijer Dr.	west of Algonquin Rd, east of Meijer Drive	eastbound	208	606	757

Part II. The following shelters, without advertising, already exist in the Municipality and will not be converted into advertising shelters:

Intersection	Additional location info	Corner	Bus route
Weber Drive & Algonquin Parkway	Weber Drive, aka Old Wilke	SB	696
Meadow & Kirchoff		SW Southbound	696
Wilke & Euclid		SW	696

Part III. The following shelters, without advertising, already exist in the Municipality and will be converted into advertising shelters:

Intersection	Additional location info	Corner	1st bus route	2nd route	3rd route
Golf Road & Apollo Drive	2849 Golf, east of Apollo, west of Gould Drive	SW eastbound	208	606	757
Golf Road & New Wilke		SE eastbound	208	606	757
Golf Road & Ring Road		SW eastbound	208	606	757
Golf Road & New Wilke	1 block east of New Wilke, 1.5 blocks west of Algonquin, at Chili's	NE westbound	208	606	757

Part IV. The following shelters, with advertising, are to be newly installed in the Municipality:

Intersection	Additional location info	Corner	1st bus route	2nd route
Golf Road & Ring Road		NW	208	606
Golf Rd & Gould Drive	2900 Golf at Corporate Center	NW	208	606