

AUTHORIZING THE TRANSFER AND ASSIGNMENT OF AN AGREEMENT FROM ILLINOIS CONVENIENCE & SAFETY CORPORATION TO VIEW CHICAGO TRANSIT, LLC AS IT PERTAINS TO THE PLACEMENT OF BUS SHELTERS ALONG TRANSIT ROUTES IN DEKALB.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City and Illinois Convenience & Safety Corporation ("IC&SC") are parties to an agreement pertaining to the installation and maintenance of bus shelters along the City's transit routes (the "Agreement"); and

WHEREAS, the City, IC&SC, and View Chicago Transit, LLC ("VC Transit") negotiated an assignment, assumption and novation agreement in the form attached hereto and incorporated herein as Exhibit A (the "Assignment Agreement") to assign the Agreement from IC&SC to VC Transit and to have VC Transit assume or replace IC&SC's duties under the Agreement; and

WHEREAS, the City's corporate authorities find that approving the Assignment Agreement is in the City's best interests and promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:


SECTION 1: The City's corporate authorities authorize, approve, and ratify the Assignment Agreement including, but not limited to, the City Manager's execution of the Assignment Agreement and all other acts performed by City staff to effectuate the Assignment Agreement.

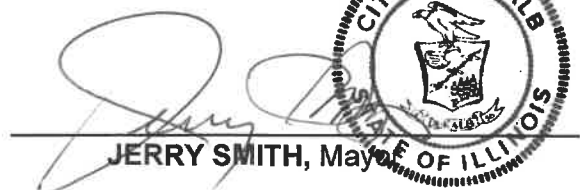
SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, that this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 26th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor

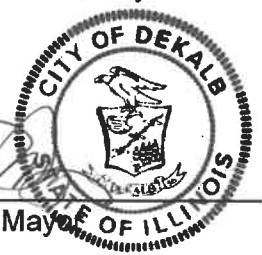


EXHIBIT A
(Assignment, Assumption and Novation Agreement with IC&SC and VC Transit)

ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT

This Assignment, Assumption and Novation Agreement (this "Assignment Agreement") is entered into to be effective as of this 20th day of April, 2021 (the "Effective Date"), by and between Eagle Advertising Co., a Michigan corporation D/B/A Illinois Convenience & Safety Corp ("IC&SC" or "Assignor"), View Chicago Transit, LLC ("VC Transit" or "Assignee"), an Illinois limited liability company, and the City of DeKalb (the "City"), an Illinois municipal corporation, who are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Assignor and the City are parties to that certain Agreement dated January 17, 2005, which Agreement was amended August 12, 2019 by Resolution 219-121 and pertains to the installation and maintenance of bus shelters along the City's transit routes (collectively, the "Agreement"); and

WHEREAS, Assignor desires to transfer and assign to Assignee its rights, duties, and obligations under the Agreement accruing after the Effective Date; and

WHEREAS, Assignor desires to be discharged from its duties under the Agreement accruing from and after the Effective Date; and

WHEREAS, Assignee desires to acquire the Agreement on the terms and conditions provided herein; and

WHEREAS, as of the Effective Date of this Assignment Agreement, the City is willing to release Assignor from its obligations under the Agreement accruing on or after the Effective Date and to consent to Assignor assigning the Agreement to Assignee; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which the Parties mutually acknowledge, the Parties agree as follows:

1. The recitals to this Assignment Agreement are true, correct, material, adopted and incorporated herein.

2. Assignor hereby assigns, transfers, conveys and delivers to Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Agreement, free and clear of all liens and encumbrances (the "Assignment"). Assignor represents and warrants to and covenants with Assignee that: (a) Assignor owns the entire interest of IC&SC under the Agreement; (b) the right, title and interest in and to the Agreement assigned to Assignee hereby is free and clear of all liens, charges and encumbrances and may be assigned to Assignee without the consent of any third party other than the City being required; and (c) Assignor shall continue to be responsible for and shall perform and satisfy its obligations under the Agreement insofar as such obligations relate to the period prior to the Effective Date and shall indemnify, defend and hold Assignee harmless for all such obligations or any other claims relating thereto and accruing prior to the Effective Date.

If to IC&SC

Mr. Bruce Campbell
6624 W. Irving Park Rd.
Chicago, IL 60634
TEL: 773/255-1013
EMAIL: chicagoshelterbc@aol.com

7. Except as may otherwise be provided herein, the Agreement shall continue in full force and effect and Assignor and the City hereby represent and warrant to Assignee that the Agreement is in full force and effect, and each Party represents and warrants to the other Parties that it has full power and authority to enter into this Assignment Agreement and that it is not aware of any breach or fact or circumstance that with the giving of notice and/or the passage of time would constitute a breach of the Agreement by either of the other Parties.
8. If either Assignee or Assignor, or their respective successors or assigns, file suit to enforce the obligations of the other party under this Assignment Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys.
9. This Assignment Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such execution may be by facsimile or other electronic signature.

[signatures on following page]

Agreed to and effective as of the Effective Date, first written above.

Assignor:

Eagle Advertising Co., a Michigan corporation
D/B/A Illinois Convenience & Safety Corp.

By: 

Bruce Campbell, President

Assignee:

View Chicago Transit, LLC, an Illinois
limited liability company

By: 

Pete Schroeder, President

City:

The City of DeKalb, an Illinois municipal
corporation

By: 

Name: Bill Nicklas

Title: City Manager

A teal-tinted photograph of a city street scene. In the center, there is a transit stop with a sign that says "335". Several cars are parked along the street. The background shows a building with windows and a sign that says "KANGAROO".

VIEW CHICAGO TRANSIT

2021 | An Affiliate of View Outdoor and View Chicago

OUR HISTORY MAKES US WHAT WE ARE TODAY

1946

Our founder, Dean V. White, established Whiteco Outdoor Advertising – one of the leading outdoor signage companies in the United States. He sold his U.S. assets in 1998, but continued to invest in and operate outdoor advertising assets internationally.

2004

With a continued passion for the business, Mr. White founded View Outdoor Advertising, tapping key personnel and managers responsible for the successful growth of Whiteco.

2009

Recognizing the opportunity to expand successful operations into other markets, View Chicago is formed to develop the Chicago market.

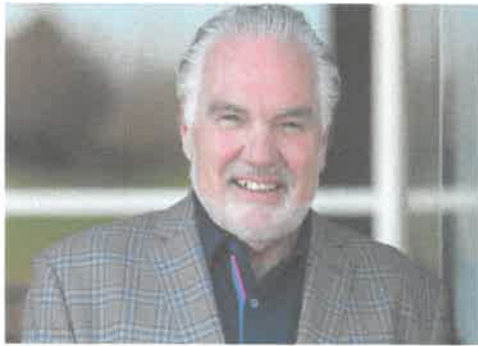
Today

View Chicago and its affiliates now operate more than 1,000 locations and covers 94% of the Chicago DMA. We pride ourselves on our love for Chicago, local neighborhood knowledge, and the advertising solutions we provide for Chicagoland businesses.

Today

View Outdoor now operates more than 600 locations in Northwest Indiana and an additional 140 locations in Florida. We've been successfully combining highly visible sites with knowledgeable, personal service. And we've developed locations that deliver high traffic counts, strong demographics, and optimum visibility in the marketplace.

WHO'S LEADING US TO OUR FUTURE **OUR LEADERSHIP**



Pete Schroeder

President

View Outdoor in Northwest Indiana has over 600 locations. We've been successful by combining highly visible sites with knowledgeable, personal service. And we've developed locations that deliver high traffic counts, strong demographics, and optimum visibility in the marketplace.



Rob Hoobler

Vice President, General Manager

Rob has been in the OOH industry for 17 years spanning 5 states. As Vice President/GM of View Chicago, Rob oversees all sales functions in Chicago. Throughout Rob's career, the focus has been on local relationships and local sales efforts. With past experience in the Transit Shelter business in a major market (Denver), Rob brings a sales strategy geared toward increasing revenues both on a National and Local level.



Bruce Campbell

Vice President, Operations

Bruce founded and has been running IC&SC for the last 35 years. He has deep roots in the community and a complete understanding of everything related to bus shelter and transit advertising. He is staying with the company after the sale in order to ensure that operations continue to go smoothly, as they have for the last 35 years, and that his municipal partners continue to receive the care, attention and top-notch service they deserve.

WHAT WE'RE DOING TODAY OUR MISSION

Our focus is on dramatically increasing advertising sales on these shelters, which should have the immediate effect of increasing rent payments to our municipal partners as well as allow us to reinvest over time in the upkeep, improvement and replacement of shelters as well as potentially offer more services to our municipal partners and prospects for additional revenue streams in the future.





164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

April 29, 2021

Mr. Bruce Campbell
Illinois Convenience & Safety Corporation
6624 W. Irving Park Road
Chicago, Illinois 60634

Mr. Campbell,

Enclosed please find a copy of the fully executed agreement between the City of DeKalb, IC&SC, and VC Transit.

Please feel free to contact me if I can be of further assistance. I can be reached via email at ruth.scott@cityofdekalb.com, or by phone at (815) 748-2090.

Sincerely,

Ruth A. Scott
Executive Assistant

IC&SC

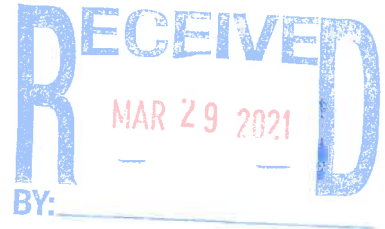
6624 W. Irving Park Road
Chicago, IL 60634
773.545.5296

Serving over 50 Chicagoland
Communities since 1984

Alsip
Bedford Park
Berkeley
Berwyn
Bolingbrook
Bridgeview
Burbank
Chicago Ridge
Cicero
Countryside
Crestwood
DeKalb
DesPlaines
DuPage County
Elmwood Park
Evergreen Park
Harvey
Harwood Heights
Hickory Hills
Hodgkins
Homewood
Lincolnwood
Melrose Park
Merrionette Park
Midlothian
Morton Grove
Mount Prospect
Norridge
Northlake
Oak Forest
Oak Lawn
Palos Heights
Palos Hills
Prospect Heights
River Grove
Romeoville
Rosemont
Schiller Park
South Elgin
Steger
Stone Park
Summit
Tinley Park

March 25, 2021

Mayor Jerry Smith
CITY OF DeKALB
164 East Lincoln Highway
DeKalb, IL 60115



Dear Mayor Smith,

After 35 years owning and operating Illinois Convenience & Safety Corporation (IC&SC), I have decided to sell my business. On a day-to-day basis, it will be business as usual only now we will have new resources and capabilities to better serve you and the City of DeKalb.

The buyer is View Chicago Transit, LLC, an affiliate of View Chicago, LLC. I have selected View because of their extensive experience and history owning and operating advertising assets, both in the area and around the country, as well as their financial stability and strength. They are focused on driving advertising revenue which would have the effect of increasing the annual revenue payment to the City in the future as well as allowing them to invest in the shelters and their maintenance.

I will be staying on with View as Vice President of Operations which will ensure a smooth and uninterrupted transition. I am excited about what their entrance means for the ability to raise the level of service to the City of DeKalb and to continue that service for the years to come.

In order to transfer and assign our Agreement, I need your written consent. This will allow us to continue serving the City of DeKalb without any disruption in service and annual payments. If you would please sign and return the enclosed Consent, I would greatly appreciate it. If you should have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink that appears to read "B. J. Campbell".

Bruce J. Campbell
President

See agreement referenced in resolution

enc/

IC&SC

6624 W. Irving Park Road
Chicago, IL 60634
773.545.5296

Serving Chicagoland
Communities since 1984

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Chicago Ridge
Cicero
Countryside
Crestwood
DeKalb
DesPlaines
DuPage County
Elmwood Park
Evergreen Park
Harvey
Harwood Heights
Hickory Hills
Hodgkins
Homewood
Lincolnwood
Melrose Park
Merrionette Park
Midlothian
Morton Grove
Mount Prospect
Norridge
Northlake
Oak Forest
Oak Lawn
Palos Heights
Palos Hills
Prospect Heights
River Grove
Romeoville
Rosemont
Schiller Park
South Elgin
Steger
Stone Park
Summit
Tinley Park

ASSIGNMENT CONSENT

*See agreement
attached
to
Resolution*

CITY OF DeKALB (City) hereby consents to the assignment of that certain Agreement dated February 13, 2017, by and between the Village and ILLINOIS CONVENIENCE & SAFETY CORPORATION (IC&SC) as a part of the sale of substantially all of its assets to VIEW CHICAGO TRANSIT, LLC (VC Transit) an Illinois limited liability company. VC Transit, or any future assignee, may assign the Agreement without consent of the City.


Name, Title Mayor Date 3-30-21
CITY OF DeKALB


Name, Title Bruce Campbell, President Date 3-24-21
ILLINOIS CONVENIENCE & SAFETY CORPORATION