

**MEMORANDUM OF AGREEMENT
BETWEEN
PEORIA ARCHITECTURAL SALVAGE LLC
And
THE CITY OF PEORIA, ILLINOIS
Council Item # 17-056**

This agreement made this 14 day of March, 2017, by and among Peoria Architectural Salvage LLC ("PAS") and the City of Peoria, Illinois, ("City")

WHEREAS on February 28, 2017 the City Council authorized Peoria Architectural Salvage LLC to remove certain items from structures scheduled for demolition for the purpose of reusing, repurposing, or recycling said items.

NOW, THEREFORE, IT IS AGREED PURSUANT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:


1. City staff will notify PAS of City-owned houses that are slated for demolition. PAS shall not enter properties without prior approval from the City. PAS shall not enter properties that do not have the City of Peoria City-owned house sticker on the house.
2. The City and PAS shall coordinate all salvage operations in such a way as to mitigate any negative impact on the surrounding properties, the eventual demolition of the structure, or the public health and welfare of the residents of Peoria.
3. PAS shall estimate and make available to the City the time necessary to complete salvage operations on each structure. PAS shall be responsible for securing structures during the salvage operation.
4. No salvage operation shall start without written approval from the City.
5. PAS shall provide the City with a detailed list of items salvaged from each structure and the gross and net revenue reports from the sale of materials from the structures. The purpose of this requirement is to assist the City in determining the viability of the salvage business model. This financial data shall be confidential and shall not be disclosed unless so required under the Illinois Freedom of Information Act.
6. PAS waives, releases, indemnifies, holds harmless and forever discharges the City, its employees, or agents from any claims, demands, liabilities, actions, causes of action, damages, suits, judgments, fines, penalties, costs and expenses, including, but not limited to, court costs and reasonable attorney fees (hereinafter "Loss"), resulting from or in any way related to any injury, including resulting death, or loss of or damage to property, that occurs while ASC, its employees, agents or subcontractors engage in the activities described in this Agreement.
7. PAS shall indemnify and defend the City, its employees, or agents from any claims, demands, liabilities, actions, causes of action, damages, suits, judgments, fines, penalties, costs and expenses, including, but not limited to, court costs and reasonable attorney fees (hereinafter "Loss"), resulting from or in any way related to any injury, including resulting death, or loss of or damage to property, that occurs while ASC, its employees, agents or subcontractors engage in the activities described in this Agreement.

- 8. This agreement shall expire on December 31, 2017, with an option for the City of Peoria to extend the agreement through December 31, 2018.


WHEREFORE, the parties set their hands on the day and year first above written

Approved by:

The City of Peoria, Illinois

By 
 Patrick Urich
 Its City Manager

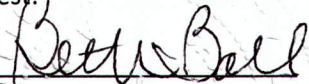
Peoria Architectural Salvage LLC

By 
 Its Owner

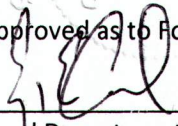
On March 14, 2017

On March 14, 2017

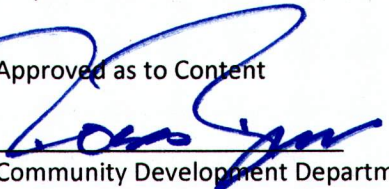
Attest:


 City Clerk

Approved as to Form


 Legal Department

Approved as to Content


 Community Development Department

**MEMORANDUM OF AGREEMENT
BETWEEN
WHISKEY CITY SALVAGE
And
THE CITY OF PEORIA, ILLINOIS
Council Item # 17-056**

This agreement made this 14 day of March, 2017, by and among Whiskey City Salvage ("WCS") and the City of Peoria, Illinois, ("City")

WHEREAS on February 28, 2017 the City Council authorized Whiskey City Salvage to remove certain items from structures scheduled for demolition for the purpose of reusing, repurposing, or recycling said items.

NOW, THEREFORE, IT IS AGREED PURSUANT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:

1. City staff will notify WCS of City-owned houses that are slated for demolition. WCS shall not enter properties without prior approval from the City. WCS shall not enter properties that do not have the City of Peoria City-owned house sticker on the house.
2. The City and WCS shall coordinate all salvage operations in such a way as to mitigate any negative impact on the surrounding properties, the eventual demolition of the structure, or the public health and welfare of the residents of Peoria.
3. WCS shall estimate and make available to the City the time necessary to complete salvage operations on each structure. WCS shall be responsible for securing structures during the salvage operation.
4. No salvage operation shall start without written approval from the City.
5. WCS shall provide the City with a detailed list of items salvaged from each structure and the gross and net revenue reports from the sale of materials from the structures. The purpose of this requirement is to assist the City in determining the viability of the salvage business model. This financial data shall be confidential and shall not be disclosed unless so required under the Illinois Freedom of Information Act.
6. WCS waives, releases, indemnifies, holds harmless and forever discharges the City, its employees, or agents from any claims, demands, liabilities, actions, causes of action, damages, suits, judgments, fines, penalties, costs and expenses, including, but not limited to, court costs and reasonable attorney fees (hereinafter "Loss"), resulting from or in any way related to any injury, including resulting death, or loss of or damage to property, that occurs while ASC, its employees, agents or subcontractors engage in the activities described in this Agreement.
7. WCS shall indemnify and defend the City, its employees, or agents from any claims, demands, liabilities, actions, causes of action, damages, suits, judgments, fines, penalties, costs and expenses, including, but not limited to, court costs and reasonable attorney fees (hereinafter "Loss"), resulting from or in any way related to any injury, including resulting death, or loss of or damage to property, that occurs while ASC, its employees, agents or subcontractors engage in the activities described in this Agreement.

8. This agreement shall expire on December 31, 2017, with an option for the City of Peoria to extend the agreement through December 31, 2018.

WHEREFORE, the parties set their hands on the day and year first above written

Approved by:


The City of Peoria, Illinois

By 

Patrick Urich

Its City Manager

Whiskey City Salvage

By 

Its owner

On 3/14, 2017


On 3/14, 2017

Attest:



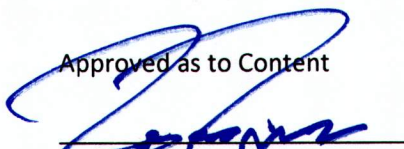
City Clerk

Approved as to Form



Legal Department

Approved as to Content



Community Development Department