

**MEMORANDUM OF AGREEMENT
BETWEEN
ARCHITECTURAL SALVAGE LLC
And
THE CITY OF PEORIA, ILLINOIS
Council Item # 15-034**

This agreement made this _____ day of _____, 2015, by and among the Architectural Salvage LLC ("ASC") and the City of Peoria, Illinois, ("City")

WHEREAS on January 27, 2015 the City Council authorized 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. ASC will provide the City with a list of potential properties based upon exterior inspection.
2. City staff will accompany ASC to conduct an interior inspection of potential properties. ASC shall not enter properties without prior approval from the City.
3. The City and ASC 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.
4. ASC shall estimate and make available to the City the time necessary to complete salvage operations on each structure. ASC shall be responsible for securing structures during the salvage operation.
5. No salvage operation shall start without written approval from the City.
6. ASC 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.
7. ASC 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 subcontracters engage in the activities described in this Agreement.
8. 8. ASC 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 subcontracters engage in the activities described in this Agreement.
9. This agreement shall expire on December 31, 2015, unless extended by both parties.

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

**Approved by:
The City of Peoria, Illinois**

Architectural Salvage LLC

By _____
Patrick Ulrich

By _____
Its _____

[February 2015]

[Architectural Salvage LLC]

Its City Manager

On _____, 2015

On _____, 2015

Attest:

City Clerk

Approved as to Form

Legal Department

Approved as to Content

Community Development Department