

**MEMORANDUM OF AGREEMENT
BETWEEN
WHISKEY CITY SALVAGE
And
THE CITY OF PEORIA, ILLINOIS
Council Item # 15-332**

This agreement made this 14 day of December, 2015, by and among Whiskey City Salvage ("WCS") and the City of Peoria, Illinois, ("City")

WHEREAS on October 13, 2015 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. WCS will provide the City with a list of potential properties based upon exterior inspection.
2. City staff will accompany WCS to conduct an interior inspection of potential properties. WCS shall not enter properties without prior approval from the City.
3. 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.
4. 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.
5. No salvage operation shall start without written approval from the City.
6. 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.
7. 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 subcontracters engage in the activities described in this Agreement.
8. 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 subcontracters engage in the activities described in this Agreement.
9. This agreement shall expire on December 31, 2016, unless extended by both parties.

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

[October 2015]

[Whiskey City Salvage]

Approved by:
The City of Peoria, Illinois

Whiskey City Salvage

By Chris Setts
~~Patrick Ulrich~~
Acting City Manager

By [Signature]
Its Owner

On Dec 24, 2015

On December 14th, 2015

Attest: Beth Ball, City Clerk

By: Stephanie Rice
City Clerk Chief Deputy City Clerk

Approved as to Form

Donald B. Leist
Legal Department

Approved as to Content

[Signature]
Community Development Department