

CITY OF LeROY

ILLINOIS

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ORDINANCE NO. 199

AN ORDINANCE ADOPTING AGREEMENT TO SAVE AND HOLD HARMLESS AND  
TO INDEMNIFY AS SET FORTH IN THE AGREEMENT,

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF LeROY

THIS 21st DAY OF May, 19 84.

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Published in pamphlet form by authority of the  
City Council of the City of LeRoy, McLean County,  
Illinois, this 21st day of May,

19 84.

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ORDINANCE NO. 199

AN ORDINANCE ADOPTING AGREEMENT TO SAVE AND HOLD HARMLESS AND TO INDEMNIFY AS SET FORTH IN AGREEMENT

Whereas, the City of LeRoy, an Illinois municipal corporation, located in McLean County, Illinois, has agreed with Larry Marsh, individually and as agent for Marsh Stud, to purchase a number of trees at a price agreed to between Larry Marsh, individually and as agent for Marsh Stud, and the City of LeRoy, and

Whereas, Larry Marsh, individually and as agent for Marsh Stud, has requested that City agree to save and hold Larry Marsh and Marsh Stud harmless and to indemnify Larry Marsh and Marsh Stud in the event of certain designated events resulting in property damage or personal injury from the moving and planting of the aforesaid trees, and

Whereas, Larry Marsh, individually and as agent for Marsh Stud, has agreed to sell the aforesaid trees to the City of LeRoy for a reduced purchase price, and to move and plant said trees as part of the aforesaid purchase price,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy, Illinois, in lawful meeting assembled:

Section 1. That the contract, a copy of which is attached hereto, marked Exhibit 1 for identification, is hereby agreed to by the City of LeRoy, Illinois.

Section 2. That the Mayor and City Clerk are hereby directed and authorized to execute the original and one copy of the aforesaid contract and to forward the same to Larry Marsh for execution, causing Marsh to return one signed copy to the City as promptly as possible.

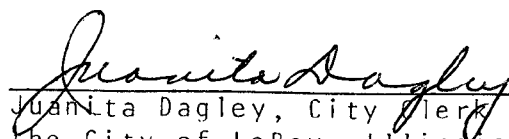
Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

PASSED BY the Mayor and City Council of the City of LeRoy, Illinois, on the 21st day of May, 1984.

Aldermen elected: 6  
Aldermen present: 5

AYES Patrick Derby, Michael Hanafin, Jon Winston, Michael Hillard, David King

NAYS None

  
Juanita Dagley, City Clerk of  
the City of LeRoy, Illinois

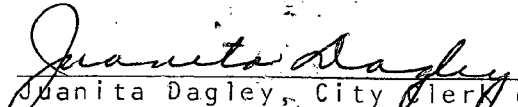
Approved by the Mayor of the City of LeRoy, Illinois, this 21st day of May, 1984.



Jack W. Moss, Mayor of the  
City of LeRoy, Illinois

ATTEST:

(seal)



Juanita Dagley, City Clerk of  
the City of LeRoy, Illinois

STATE OF ILLINOIS)  
  )SS  
COUNTY OF MC LEAN)

I,           Juanita Dagley          , do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:  
  
AN ORDINANCE ADOPTING AGREEMENT TO SAVE AND HOLD HARMLESS AND TO INDEMNIFY AS SET FORTH IN THE AGREEMENT.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the   21st   day of     May    , 19   84  , and that a faithful record of said ordinance has been made in the record books.

Dated this   21st   day of     May    , 19   84  .

*Juanita Dagley*  
  City Clerk

(seal)

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on May 21, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 199, entitled:

AN ORDINANCE ADOPTING AGREEMENT TO SAVE AND HOLD HARMLESS AND TO INDEMNIFY AS SET FORTH IN THE AGREEMENT.

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 199, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on \_\_\_\_\_, 19 84, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 21st day of May, 19 84.

(seal)

Juanita Dagley  
Municipal Clerk

## A G R E E M E N T

THIS AGREEMENT IS ENTERED INTO this 21st day of May, 1984, by and between the CITY OF LE ROY, ILLINOIS, an Illinois municipal corporation, in McLean County, Illinois, hereinafter referred to as "CITY", and LARRY MARSH, individually and as agent for MARSH STUD, of R.R. 1, LeRoy, Illinois, hereinafter referred to as "MARSH".

### Recitals

A. CITY has engaged the services of MARSH, his agents, employees and independent contractors to move trees from the premises of Marsh Stud Farm to locations within the City of LeRoy, Illinois, and to plant said trees in the various places as designated by the CITY.

B. MARSH has employed workmen to accomplish the moving of the trees and the planting of the trees within the CITY, or has engaged the services of independent contractors to accomplish such work.

C. The trees to be moved are of substantial weight, girth, and height, and require heavy equipment to move them and to replant them within the CITY, as contemplated by the parties hereto.

D. The parties hereto acknowledge to each other that due to the size and weight of the trees and the earth which must be moved with the tree in order to protect the root system, and due to the weight and size of the moving equipment which must be utilized in order to properly move the trees, there is the possibility of damage to public or private property resulting from the transportation of the trees across city streets, sidewalks and alleys, as well as near private property, and that there is the possibility of damage to underground utility lines, belonging both to the CITY and to local public utility companies.

### Covenants

1. The foregoing Recitals are made a part of this Agreement.
2. In consideration of the services to be rendered by MARSH and the agents, employees and independent contractors engaged by MARSH to move the aforesaid trees, and in consideration of the reduced purchase price being charged by MARSH to CITY for the purchase of the trees, CITY hereby agrees to save and hold MARSH harmless from any damages done to any city property, and to indemnify MARSH for any damages caused to the property of any private individual person or corporation, including to the property of any utility company, or private land owner within the City of LeRoy, when such property damage shall be the result of conduct or activity by MARSH, his agents, employees, independent contractors and employees of independent contractors, engaged in or carried out in a good and workmanlike manner. The parties agree CITY shall not be liable in any manner, nor shall it be considered to have saved and held MARSH harmless nor to have indemnified him for any property damage or personal injury which may be the result of negligent activity on the part of MARSH, his agents, employees, independent contractors or their agents and employees. CITY's agreement to save and hold MARSH harmless and to indemnify MARSH as aforesaid shall relate to all liability, losses or damages which MARSH may suffer as a result of claims, demands, costs or judgments against him arising out of the operations involved in moving the aforesaid trees through the City of LeRoy and planting them in the places as designated by the CITY.
3. In consideration of CITY's paying the purchase price as agreed between the parties verbally and adopted by motion of the city council at its regular meeting on May 21, 1984, MARSH agrees to do and to cause his agents, employees and independent contractors to do the work contemplated to be done by MARSH under this agreement in a good and workmanlike manner and to take all appropriate precautions and measures to insure the safety of both public and private property, and of any persons engaged in the aforesaid work or who may be in the vicinity of any of the operations being carried out under this contract, to the extent that may be reasonable given the nature of the operations to be carried out as contemplated by the parties to this contract.

4. The agreement to save and hold harmless and to indemnify MARSH herein provided by CITY will extend from the date of this instrument to and including the date the final tree is moved by MARSH and planted where designated by CITY.

5. Should it become necessary, for purposes of resisting, adjusting or compromising any claims or demands arising out of the subject matter of this agreement (with respect to which this agreement is given to save and hold harmless or to indemnify as provided by this agreement) for MARSH to incur any expenses or to become obligated to pay any attorney's fees or court costs, CITY agrees to reimburse MARSH for such expenses, attorney's fees or court costs within a reasonable time, in no event to exceed 60 days after receiving written notice from MARSH of the incurring of such expenses, attorney's fees or court costs.

6. MARSH shall give CITY 30 days written notice of any claim with respect to the subject matter of this agreement.

7. The terms of this agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, assigns and successors in interest.

8. This agreement is executed in duplicate at LeRoy, Illinois, on the date first written above.

CITY OF LEROY, ILLINOIS, an  
Illinois Municipal Corporation

By: Jack W. Moss  
Jack W. Moss, Mayor

ATTEST:

(seal) ..  
Jeanita Dagley  
Jeanita Dagley, City Clerk

LARRY MARSH, individual

MARSH STUD

By: Larry Marsh, agent