

ORDINANCE NO. 2017-14

AN ORDINANCE APPROVING SNOW STORAGE AND REMOVAL AGREEMENT

WHEREAS, the Illinois Municipal Code authorizes municipalities to maintain streets and public ways within its corporate boundary (65 ILCS 5/11-80-1 et seq.); and

WHEREAS, snow removal and storage is within a municipality's authority in maintenance of its streets and public ways (65 ILCS 5/11-80-6); and

WHEREAS, the Village of Pecatonica has entered into an agreement with a private party to store snow removed from its streets and public ways and to then remove same for storage elsewhere; and

WHEREAS, the Board of Trustees has determined that it is in the interest of public safety that the Agreement for Snow Storage and Removal by and between the Village and the Margaret A. Bauch Revocable Trust dated January 28, 2013 be approved.

NOW BE IT ORDAINED, by the President and Board of Trustees of the Village of Pecatonica, Illinois.

Section 1. The Snow Storage and Removal Agreement by and between the Village of Pecatonica and The Margaret A. Bauch Revocable Living Trust dated January 28, 2013, a true and accurate copy of which is attached hereto as Exhibit A and incorporated herein by reference (Agreement), is hereby approved.

Section 2. The Village President is hereby authorized to sign the Agreement on behalf of the Village.

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

PASSED by the President and Board of Trustees of the Village of Pecatonica this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED by the President of the Village of Pecatonica, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
WILLIAM SMULL, Village President  
Village of Pecatonica, Illinois

ATTEST:

BY: \_\_\_\_\_  
GWENN SHIRLEY, Village Clerk  
Village of Pecatonica, Illinois

AYES:  
\_\_\_\_\_

NAYS:  
\_\_\_\_\_

ABSENT/  
ABSTAIN:  
\_\_\_\_\_

## SNOW STORAGE AND REMOVAL AGREEMENT

This Snow Storage and Removal Agreement (Agreement) is made by and between the Village of Pecatonica, 405 Main Street, Pecatonica, IL, 61063 (Village) and The Margaret A. Bauch Revocable Trust dated January 28, 2013, Margaret A. Bauch, Trustee, 2535 N. Jackson Road, Pecatonica, IL, 61063 (Trust).

**WHEREAS**, the Village has a Public Works Department which Department is seasonally responsible for clearing village streets of snow; and

**WHEREAS**, the Trust owns certain real estate located on Market Street within the village boundaries (Property); and

**WHEREAS**, and the terms and conditions stated herein, the Trust is willing to allow and permit the Village to store, and then remove snow at said Property within a reasonable time following the conclusion of a snow event.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Term. The term of this Agreement is three (3) years commencing on the last date signed by the parties herein. Thereafter, the Agreement shall automatically renew for terms of one (1) year unless either party sends written notice of non-renewal to the other party within ninety (90) days of the end of a term.

2. Option to Terminate. Either party shall have the right to terminate this Agreement at any time without cause by giving the other party ninety (90) days written notice of such termination, in which event this Agreement shall be null and void on said date of termination.

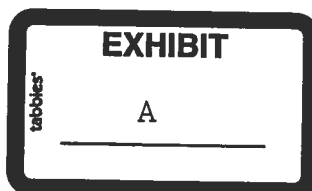
3. Property. The property where the plowed snow may be stored is P.I.N. 09-29-230-012, xxxx Market Street, Pecatonica, Illinois 61063, as shown and described on attached Exhibit A, which exhibit is incorporated herein by reference.

4. Scope. Each party acknowledges its respective obligations to the other as stated herein:

(i) The Village shall be responsible for storing snow on the Property and then removing same as soon as practicable following a snow event.

(ii) The Trust shall permit the Village to store snow on the Property free of charge, subject to the Village obligations as stated herein.

Each party shall bear the cost of their respective obligations as stated herein, and each party shall be responsible for damage to the other party's property arising out of their respective obligations herein.



5. Indemnification.

- (a) To the extent permitted by law the Village agrees to indemnify and save harmless the Trust, its trustee(s), beneficiaries, heirs, successors, and assigns from and against any and all claims from a third party arising from any act, omission, or willful misconduct of the Village, its contractors, licensees, agents, servants, or employees arising under this Agreement. This Indemnity and Hold Harmless Agreement will include indemnity against all reasonable costs including reasonable attorney's fees, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, the Village will have no liability to the Trust with respect to any claims arising solely from any act, omission, or willful misconduct of the Trust, its trustee(s), beneficiaries, heirs, successors, and assigns.
- (b) Such indemnification obligations shall survive the termination or expiration of this Agreement.

6. Insurance. The Village shall name the Trust as an additional insured on all applicable policies of insurance with regard to the scope stated herein, and the Village shall provide the Trust with proof that it has been named an additional insured upon request.

7. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, which shall not be withheld unreasonably.

8. Notices. Any notice to be given in writing under this Agreement shall be sent or delivered to the party intended to be given such notice at its address as set forth below in this paragraph or to such other address as such party may theretofore have designated by notice similarly given, by personal delivery, which includes, but is not limited to, delivery by registered or certified mail, postage prepaid, which shall be deemed effective three (3) days after deposit into the United States mail. A notice sent via facsimile shall be recognized as immediate and good notice.

Village:

Village of Pecatonica  
Attn: Village President  
405 Main Street  
Pecatonica, IL 61063

The Margaret A. Bauch Revocable Living Trust dated January 28, 2013:

Margaret A. Bauch , Trustee  
2535 N. Jackson Street  
Pecatonica, IL 61063

9. Binding Effect. All of the covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Invalidity of a Particular Provision. If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

11. Governing Law. This Agreement will be governed by the laws of the State of Illinois.

12. Heading. The recitals herein and the section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

13. Entire Agreement; Waiver. This Agreement constitutes the entire agreement of the parties, and may not be modified except in writing signed by both parties. No waiver at any time of any of the provisions of this Agreement will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any other subsequent time.

14. Non-binding until Full Execution. The parties agree that this Agreement is not binding until both parties execute same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written having warranted to each other that they have been duly authorized to sign same as required by law.

VILLAGE OF PECATONICA

BY: \_\_\_\_\_  
WILLIAM SMULL, Village President

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Village Clerk

MARGARET A. BAUCH REVOCABLE LIVING TRUST  
DATED JANUARY 28, 2013

BY: \_\_\_\_\_  
MARGARET A. BAUCH, Trustee

DATE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION & PHOTOGRAPH OF PROPERTY**



09.29-230-012

**DEED  
IN  
TRUST**

Filed for Record in  
WINNEBAGO COUNTY, IL  
NANCY MCPHERSON, RECORDER  
04/02/2013 03:54:44PM  
DEED 27.75  
RHSP: 9.00

THE GRANTOR,

**MARGARET A. BAUCH**

of the County of Winnebago and  
State of Illinois,

for and in consideration of the sum of One Dollar  
(\$1.00), in hand paid, and other good and  
valuable considerations, receipt of which is  
hereby duly acknowledged, **CONVEYS AND  
WARRANTS** unto

THE GRANTEE,

**THE MARGARET A. BAUCH REVOCABLE TRUST DATED  
January 28, 2013,  
Margaret A. Bauch, Trustee**

(and in case of the death, removal, absence of said Trustee or her resignation,  
inability or refusal to act, then unto the then acting successor in trust, with like  
powers, duties and authorities as are hereby vested in said Trustee), whose address  
is 2535 North Jackson Road, Pecatonica, Illinois,

**ALL INTEREST** in the following described real estate, commonly known as:

Market Street  
Pecatonica, Illinois



and legally described as:

*Plt NE 1/4 29-27-10*

East One Hundred and Sixty-five feet of real estate in Winnebago County, Illinois legally described as follows: Part of the East 1/2 of the Northeast 1/4 of Section 29, Township 27 North, range 10 East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at the point of intersection of the Northerly extension of the East line of Block 10 in the (Original) Village of Pecatonica, with a line which is 50.00 feet southerly measured at right angles from, the centerline of the main track of the Galena and Chicago Union Railroad Company (now the Chicago and Northwestern Transportation Company) as said main track centerline was originally located and established over and across said Section 29; thence Southerly, along the Northerly extension of the East line of said Block 10, (on) its intersection with a line which is 30.0 feet perpendicularly distant North from (the) parallel with the North line of said Block 10; thence Westerly, along said parallel line, to its intersection with the Westerly line of said Block 10 of the (Original) Village of Pecatonica, extended Northerly; thence Northerly, along the Northerly extension of the West line of said Block 10, to its intersection with a line which is 50.0 feet, Southerly measured at right angles from said original main track centerline; thence Easterly, parallel with original main track centerline; to the point of beginning, all in Winnebago County, Illinois. The West line of said described tract is parallel to Northerly extension of Block 10 in the (Original) Village of Pecatonica, Illinois.

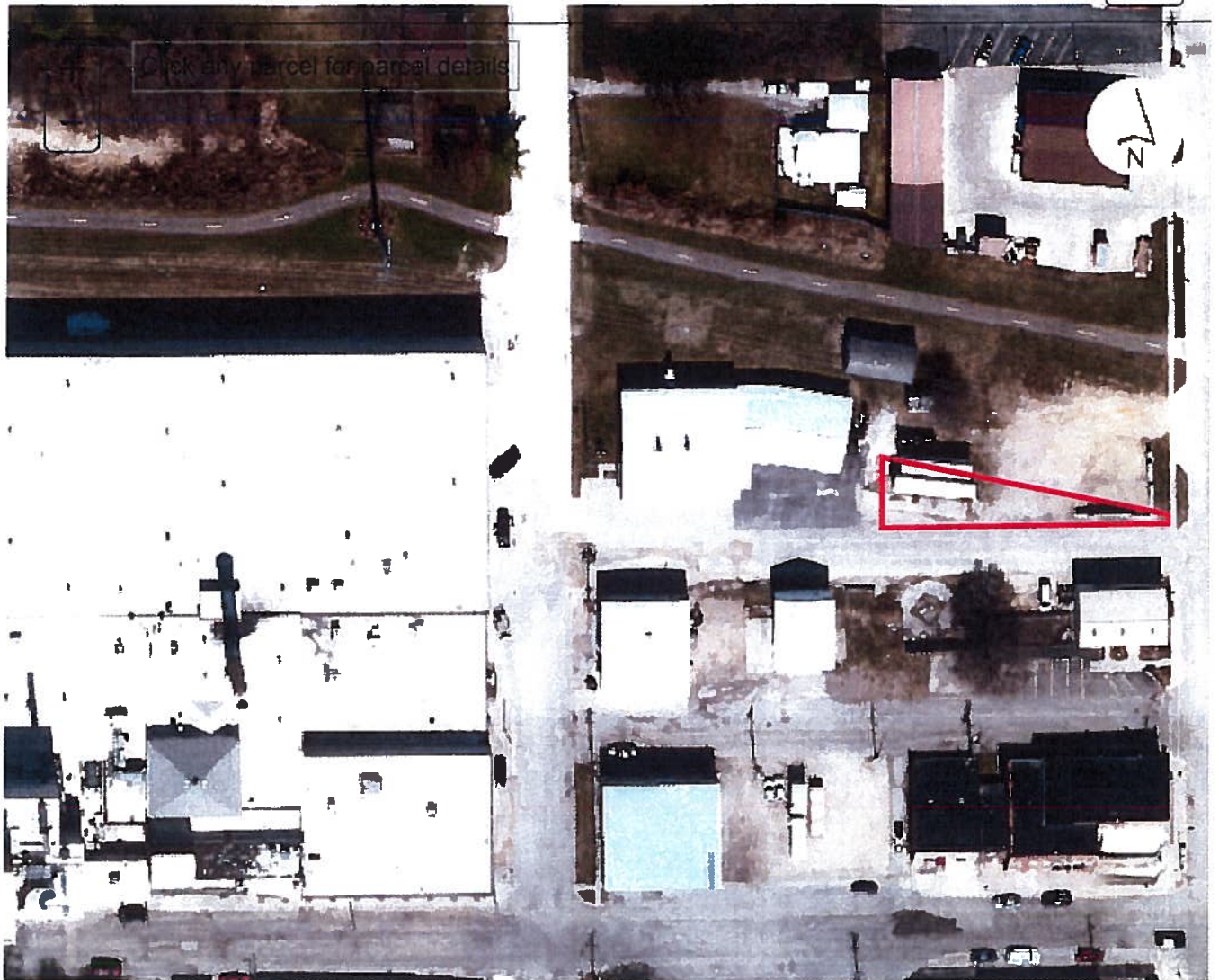
*(to)  
(and)  
see record*

subject to real estate taxes for the year 2013 and all subsequent years, and subject to any and all easements, restrictions, covenants and encumbrances of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

1. Full power and authority is hereby granted to said Trustee:
  - A. To contract to sell, to grant options to purchase, to sell on any terms, and to convey either with or without consideration.
  - B. To donate, to dedicate, to mortgage, pledge or otherwise encumber said property.
  - C. To lease said property, or any part thereof, from time to time, by leases to commence in the present or in the future.

WinGIS (../Default.aspx)



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