

VILLAGE OF MT. AUBURN

ORDINANCE NO. 15

AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF
MT AUBURN, ILLINOIS AND GAIL R. CARY

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF MT. AUBURN
THIS 23RD DAY OF July, 1990

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
MT. AUBURN, CHRISTIAN COUNTY, ILLINOIS,
THIS 24TH DAY OF July, 1990

VILLAGE OF MT. AUBURN

ORDINANCE NO. 15

AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF
MT. AUBURN, ILLINOIS AND GAIL R. CARY

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF MT. AUBURN, ILLINOIS:

Section 1: That the President and Board of Trustees hereby
ratify, confirm, authorize and direct the execution of an Agreement
between the Village of Mt. Auburn, Illinois and Gail R. Cary, a copy
of said Agreement being attached hereto and incorporated herein by
reference, by the Village President on behalf of the Village of Mt.
Auburn.

Section 2: That if any section, clause, provision or portion
of this Ordinance shall be held to be invalid or unconstitutional by
any court of competent jurisdiction, such holding shall not affect
or otherwise impair any other section, clause, provision or portion
of this Ordinance which is not, in or of itself, invalid or
unconstitutional.

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

ON MOTION DULY MADE AND SECONDED and pursuant to roll call
vote, the Ordinance was passed, approved and adopted this 23RD day
of July, 1990.

VILLAGE OF MT. AUBURN, ILLINOIS

Wen Copeland Pro-Tem
By its Village President
or its Village President Pro Tem

ATTEST:

Brenda M. Copenbarger
BRENDA M. COPENBARGER
Village Clerk

AYES: 4
NAYS: 0
ABSENT: 2

FILED IN THE OFFICE OF THE VILLAGE CLERK, VILLAGE OF MT. AUBURN,
ON THE 23RD DAY OF July, 1990.

CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, BRENDA M. COPENBARGER, certify that I am the duly elected and acting Village Clerk of the Village of Mt. Auburn, Christian County, Illinois.

I further certify that on July 23, 1990, the Board of Trustees of said Village passed and approved Ordinance No. 15, entitled "An Ordinance Authorizing the Execution of an Agreement between the Village of Mt. Auburn, Illinois and Gail R. Cary" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 15, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on August 5, 1990, 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 Village Clerk.

DATED at Mt. Auburn, Illinois, this 23rd day of July, 1990.

Brenda M Copenbarger
BRENDA M. COPENBARGER
Village Clerk

(Seal)

AGREEMENT

This Agreement made by and between the VILLAGE OF MT. AUBURN, ILLINOIS, a municipal corporation ("Village") and GAIL R. CARY ("Cary"), and WITNESSETH AS FOLLOWS:

WHEREAS, Cary own a tract of real estate within the Village of Mt. Auburn upon which a building is situated, such real estate being described as the South One-Half (S 1/2) of Lot 3 and all of Lots 4 and 5 in Block 2 in Tankersley Addition to Mt. Auburn, in Christian County, Illinois (hereinafter referred to as "Cary Property"); and

WHEREAS, the undersigned Gail R. Cary is presently the Defendant in Ordinance Violation Complaint filed on 5/18/90 by the Village with the Circuit Court of the Fourth Judicial Circuit, Christian County, Illinois, in Cause No. 90-OV-38, entitled "Village of Mt. Auburn v. Gail R. Cary"; and

WHEREAS, the building on the Cary Property is in a state of dangerous deterioration and disrepair and the Cary Property is subject to being condemned by the Village; and Cary desires to a) remove the building from the Cary Property; b) avoid the costs of litigation; and c) minimize the expense of removal of such building by sharing such expense as hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. On or before November 30, 1990, Cary shall complete the demolition, destruction, clean up and removal of the building located on the Cary Property in the manner and according to the terms set forth in this Agreement.

2. Within 60 days of signing this Agreement, the Village and Cary shall arrange to have the roofs and the interior of the building on the Cary Property burned under the supervision of the Mt. Auburn Volunteer Fire Department.

3. Within 60 days after signing this Agreement, Cary shall retain Mac's Plumbing, as an independent contractor of Cary, to tear down and completely demolish the said building on the Cary Property and to clean up the Cary Property after such demolition and to remove all concrete, bricks, scraps, wood and all other debris resulting from said burning and demolition to a location acceptable to the Village. Cary shall cause such work to be completely performed within 60 days following the aforesaid burning of said building.

The Village shall provide a Village truck for use in transporting such debris. All such demolition, clean up and removal work shall be done in a good and workmanlike manner to the satisfaction of the Village. Immediately upon completion of such demolition, clean up and removal work to the satisfaction of the Village, the Village shall pay to said independent contractor, on behalf of Cary, the sum of \$200.00 towards the costs of such clean up and removal work; and Cary shall pay said independent contractor the entire cost of such demolition work, clean up work and removal work minus the aforesaid \$200.00 the Village is to pay. Cary shall be responsible for obtaining signed mechanics' lien waivers from said independent contractor relating to all said work and the Cary Property.

4. Cary shall hold the Village harmless and indemnified from any loss, costs or expense, claims, demands for any and all personal injury or death or property damage resulting from such work of any kind, nature or extent whatsoever, including suits or causes of

contractor to provide certificates of insurance evidencing liability insurance, property damage insurance, and worker's compensation insurance in amounts and with such insurance companies acceptable to the Village and further naming the Village and Cary as additional named insured.

5. Upon completion of such demolition, clean up and removal work to the satisfaction of the Village and upon full payment by Cary of the amount due said independent contractor, the Village shall dismiss the aforesaid Ordinance Complaint against Gail R. Cary.

6. This Agreement is binding upon and shall inure to the benefit of the Village and Cary and their respective heirs, legatees, devisees, executors, administrators, legal and/or personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate to be made effective July 15, 1990.

GAIL R. CARY

VILLAGE OF MT. AUBURN, ILLINOIS
a municipal corporation

By: Ken Copenhauser Pro-Tem
its Mayor

ATTEST:
Dorinda M. Copenhauser
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GAIL R. CARY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day
of July, 1990.

“OFFICIAL SEAL”
Dixie Vincent
Notary Public, State of Ill.
My Commission Expires 9/27/90

Dixie Vincent
Notary Public