

RESOLUTION R-86-04

A RESOLUTION APPROVING AN AGREEMENT TO USE STRUCTURE(S) AND AN AGREEMENT TO USE AND BURN STRUCTURE(S)

WHEREAS, the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, have concluded that it is in the best interest of the public health, safety and welfare to encourage training opportunities for firefighters of the City of Wheaton; and

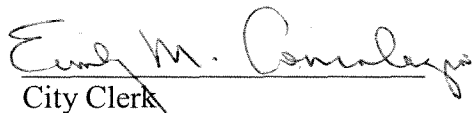
WHEREAS, Owners of improvements are sometimes willing to permit the use and/or burning of structures they own prior to demolition for other purposes; and

WHEREAS, the Mayor and City Council of the City of Wheaton desire to establish a standard agreement to be utilized in situations when property owners are willing to allow firefighters from the City of Wheaton to use, train and/or burn their structures.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, that the documents entitled, "Agreement to Use Structure(s)" and "Agreement to Use and Burn Structure(s)" are hereby approved. Copies of which Agreements are attached hereto and incorporated herein by reference as fully set forth as Exhibits "A" and "B." Further, the City Manager is hereby authorized to sign, and the City Clerk is hereby directed to attest, to the Agreement to Use Structure(s) and the Agreement to Use and Burn Structure(s) when the City Manager deems the execution of the same to be appropriate and in the best interest of the City of Wheaton. The City Attorney is further authorized to make minor, non-substantive revisions to these Agreements to fit specific situations so long as the revisions do not increase the City's liability exposure.

DATED this 20th day of December, 2004.

ATTEST:


City Clerk

Ayes:

Nays:

Absent:


Mayor

Roll Call Vote:

Councilman Mouhelis

Councilman Bolds

Councilwoman Corry

Councilman Johnson

Mayor Carr

Councilwoman Johnson

Councilman Mork

None

None

Motion Carried Unanimously

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Ex. "A"

AGREEMENT TO USE STRUCTURES (S)

THIS AGREEMENT entered into the _____ day of _____, 20____, by and between the CITY OF WHEATON ("City") and _____ ("owner").

WHEREAS, the Owner owns the property commonly known as _____ ("Property"); and

WHEREAS, the City desires to utilize the structure (s) on the Property for training firefighters; and

WHEREAS, the Owner is willing to permit and authorize the City to utilize the structure (s) on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The City is authorized and directed to utilize the following structures (s):

on the property commonly known as: _____

No compensation is payable to the Owner or City for such authorization.

2. The City shall indemnify and hold Owner harmless from all loss, cost and expenses, including reasonable attorney's fees, incurred by Owner as a result of claims for damage or injury to third parties and their property arising out of the utilization of the structure (s).

3. The City represents that it carries workman's compensation and comprehensive liability insurance including self insurance coverage and retentions and that all City personnel taking part in the training procedure will be covered by such coverage.

4. The rights granted to the City by this Agreement shall terminate on _____, 20____, by which date the City shall have removed all of its equipment from the Property.

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5. The Owner represents and warrants that Owner is the legal titleholder of subject property and all improvements thereon; that Owner is the sole interest-holder in the subject property and all improvements thereon; and that Owner has the right to execute this Agreement and authorize the acts herein provided. The Owner hereby indemnifies and holds the City harmless from any claims, which may result from a breach of this Warranty, or any other representations of agreements made herein by Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF WHEATON

By: _____

Title: _____

For the City

By: _____

Title: _____

Owner

By: _____

Title: _____

Owner

AGREEMENT TO USE AND BURN STRUCTURES (S)

THIS AGREEMENT entered into the _____ day of _____, 20 __, by and between the CITY OF WHEATON ("City") and _____ ("owner").

WHEREAS, the Owner owns the property commonly known as _____ ("Property"); and

WHEREAS, the City desires to utilize the structure (s) on the Property for training firefighters; and

WHEREAS, the Owner is willing to permit and authorize the City to utilize and destroy by burning the structure (s) on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The City is authorized and directed to utilize, burn and destroy the following structures (s):

on the property commonly known as : _____

No compensation is payable to the Owner or City for such authorization.

2. The City shall indemnify and hold Owner harmless from all loss, cost and expenses, including reasonable attorney's fees, incurred by Owner as a result of claims for damage or injury to third parties and their property arising out of the utilization and burning of the structure (s).

3. The City represents that it carries workman's compensation and comprehensive liability insurance including self insurance coverage and retention and that all City personnel taking part in the burn procedure will be covered by such coverage.

4. The rights granted to the City by this Agreement shall terminate on _____, 20 __, by which date the City shall have removed all of its equipment from the Property.

5. The Owner represents and warrants that Owner is the legal titleholder of subject property and all improvements thereon; that Owner is the sole interest-holder in the subject property and all improvements thereon; and that Owner has the right to execute this Agreement and authorize the acts herein provided. The Owner hereby indemnifies and holds the City harmless from any claims, which may result from a breach of this Warranty, or any other representations of agreements made herein by Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF WHEATON

By: _____
Title: _____
For the City

By: _____
Title: _____
Owner

By: _____
Title: _____
Owner