

**RESOLUTION NO. 2020 - 081621**

**RESOLUTION OF THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS,  
AUTHORIZING THE MAYOR TO EXECUTE  
A RELEASE, INDEMNIFICATION & USE AGREEMENT  
WITH JLN HOLDINGS, LLC FOR A SALT STORAGE FACILITY**

WHEREAS, the CITY OF OGLESBY has previously been utilizing a building and certain property owned by JLN HOLDINGS, LLC for a salt storage facility for the City; and

WHEREAS, the City and JLN HOLDINGS, LLC desire to reduce an agreement to writing for the City's continued use of said building and property for a period of two (2) years; and

WHEREAS, the corporate authorities of the City of Oglesby deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Oglesby to authorize the Mayor of the City of Oglesby to execute an Agreement for the continued use of said building and property on behalf of the City,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF THE CITY OF OGLESBY, AS FOLLOWS:

1. The recitals contained in the preamble to this Resolution are incorporated by reference as if set out in full herein.

2. The Mayor of the City of Oglesby is hereby authorized to execute the Release, Indemnification & Use Agreement between the CITY OF OGLESBY and JLN HOLDINGS, LLC, a copy of which is attached hereto and made a part hereof.


3. This Resolution will be in full force and effect after its passage and approval as provided by law.

PRESENTED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oglesby, LaSalle County, Illinois, by an aye and nay roll call vote this 16<sup>th</sup> day of August, 2021.

CARRIE LIJEWSKI	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
JASON CURRAN	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
JAMES CULLINAN	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
THOMAS ARGUBRIGHT	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
DOMINIC RIVARA	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS

APPROVED:

  
\_\_\_\_\_  
DOMINIC RIVARA, Mayor

  
\_\_\_\_\_  
AMY EITUTIS, City Clerk

## **RELEASE, INDEMNIFICATION & USE AGREEMENT**

This Agreement is made and executed this 16<sup>th</sup> day of August, 2021, at Oglesby, LaSalle County, Illinois, by and between the CITY OF OGLESBY, ILLINOIS, an Illinois Municipal Corporation, and JLN HOLDINGS, LLC, an Illinois Limited Liability Company.

WHEREAS, the CITY OF OGLESBY has routinely utilized a certain building and property owned by JLN HOLDINGS, LLC contained on LaSalle County parcel #18-25-407-000 for the storage of road salt for City streets under an oral agreement, and

WHEREAS, the CITY OF OGLESBY and JLN HOLDINGS, LLC, desire to reduce said agreement to writing for a two-year period, and

WHEREAS, JLN HOLDINGS, LLC would agree to continue to allow the CITY OF OGLESBY to utilize said building and property for continued salt storage under the terms and conditions set forth herein for a period of two years commencing on the date of this Agreement, and

WHEREAS, JLN HOLDINGS, LLC is concerned about potential liability or damage to its property from the property's continued use by the CITY OF OGLESBY,

NOW THEREFORE, for and in consideration of the mutual agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. JLN HOLDINGS LLC does hereby agree to allow the CITY OF OGLESBY to continue to use that certain building located on LaSalle County, Illinois parcel #18-25-207-000 for salt storage and related uses, together with a means of ingress and egress to access said building, for a period of two (2) years commencing on the date of this Agreement, subject to either party's right to terminate this Agreement upon thirty (30) days' notice to the other party hereto.
2. The CITY OF OGLESBY does hereby release and forever discharge JLN HOLDINGS, LLC of any and all liability in any way relating to the use of JLN HOLDINGS, LLC property for salt storage and access as described herein;
3. The CITY OF OGLESBY further agrees to indemnify JLN HOLDINGS, LLC for any and all claims resulting from the use of JLN HOLDINGS, LLC property for salt storage and access; and

4. The CITY OF OGLESBY does hereby further indemnify JLN HOLDINGS, LLC for any and all damage to its property resulting from the use by the CITY OF OGLESBY for salt storage and access and further agrees that any said damage shall be repaired promptly at its sole cost and expense.

This Agreement is made and executed on the day and year first above written.

**CITY OF OGLESBY**

By  Its Mayor

**JLN HOLDINGS, LLC**

By  Its Authorized Member