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Tx:4468374

**Return to:**

City of Troy  
Attn: City Clerk  
116 E. Market Street  
Troy, Illinois 62294

2020R20954  
STATE OF ILLINOIS  
MADISON COUNTY  
06/25/2020 09:15 AM  
AMY M. MEYER, RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 7

*50.00 CTY*

**THIS PAGE BEING ADDED  
FOR RECORDER'S USE ONLY**

**Resolution 2020-05**

*ll*

**RESOLUTION NO. 2020 -05**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS  
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT FOR  
TOURISM EXPENDITURE FOR THE RENTAL OF A BILLBOARD**

**WHEREAS**, the City of Troy, Illinois, has identified in its FY 2020-2021 Tourism Budget proposal the rental of a billboard for the purpose of promoting the City's partnership with Southwestern Electric Cooperative; and

**WHEREAS**, the City has worked with sign consultant Chuck Vollman for the rental of said billboard, which has been identified as a billboard on the east side of Interstate 55 facing southbound traffic near the Livingston, IL, exit; and

**WHEREAS**, the Board of Southwestern Illinois Electric Cooperative is pursuing a billboard with similar branding in their territory near Vandalia, IL; and

**WHEREAS**, the City Council for the City of Troy, Illinois, desires to enter into said agreement; and

**WHEREAS**, a copy of said agreement is attached hereto, marked "Exhibit A," and made a part hereof; and

**WHEREAS**, the City of Troy, Illinois, and Vollman Advertising have negotiated the terms and conditions of said agreement attached hereto as "Exhibit A" and the City of Troy, Illinois, believes that same are in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:**

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to enter into the attached agreement with Vollman Advertising and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.
4. Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 2<sup>nd</sup> day of March, 2020.

Those voting aye: Dawson, Hellrung, Italiano, Knoll  
Levo, Manley, Turner

Those voting nay: \_\_\_\_\_

Those absent: Henderson

APPROVED:

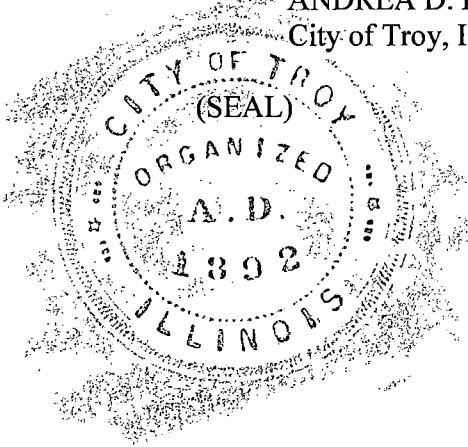
By: 

ALLEN P. ADOMITE, Mayor  
City of Troy, Illinois

ATTEST:

BY: 

ANDREA D. LAMBERT, Clerk  
City of Troy, Illinois



**OUTDOOR ADVERTISING SALES AGREEMENT**

     Rotary   x   Permanent      Billboard No. 90751

1. This agreement is effective upon installation on 5-17-20, whichever occurs first, for a term of 12 months, made by and between the following parties:

ADVERTISER: The City of Troy  
 Representative: Mayor Allen Adomite  
 Address: 116 E. Market Street  
Troy, IL 52294

Telephone: 618-667-6741 x. 750 fax:                       
 Cell: 618-791-5839 E-mail: Mayor@troyil.us

**OWNER: VOLLMAN ADVERTISING**

P.O. Box 126  
 Collinsville, IL 62234  
 Tel: 618-345-5712 Fax: 618-345-5719  
 Cell: 618-616-2306 E-mail: chuckvollman@charter.net

2. Terms of Payment:
- A. In consideration of the services rendered herein, the Advertiser agrees to pay the Owner equal monthly installments of one thousand eighty five dollars (\$ 1,085.00 ), net for the entire term of this Agreement.
  - B. Each monthly payment is due and payable every four weeks. A late charge of \$5.00 will be added, plus interest at the rate of 2 percent per month, will be charged on amounts past due thirty (30) days or longer.
  - C. The Advertiser further agrees that failure to make payment of any installment according to the terms specified herein shall constitute a breach of the Agreement on its part and the advertisement shall be removed and the entire remaining balance due pursuant to this Agreement shall immediately become due and payable.
3. Location of Billboard: East side of I-55 at Livingston, IL (S/B)
4. Billboard Size: 14' x 48'
5. Description and Message: To be supplied by Advertiser and approved by Owner.
6. Painting: 1 Vinyl - Illumination dusk until 12:00 midnight
7. Expiration: 12 months from installation
8. In the event of damage or destruction of any installation by any cause, the Advertiser shall be credited for any reasonable period of time necessary to rebuild said installation. Should the Owner be required by governmental law or regulations to remove said installation, the Owner may delete from this Agreement the location(s) affected. In the event that Owner is not able to provide the billboard location referenced above for any reason whatsoever, including but not limited to eminent domain, condemnation, and expiration or termination of leasehold estate or management agreement, the Owner may upon seven (7) days written notice provide Advertiser with a similar alternative billboard location or declare this Agreement to be terminated.
9. The Owner shall not be liable for loss or damage on account of delays due to weather, fire, or other casualties, loss, strikes, government laws, rules or regulations, acts of providence, or other reasons beyond its control.

(A)

10. The agent, officer, or employee of the Advertiser who has executed this Agreement on behalf of the Advertiser hereby represents that (s)he has been duly authorized to enter into this Agreement on behalf of the Advertiser and to so legally bind the Advertiser to this Agreement.
11. Advertiser hereby agrees to indemnify and hold Owner harmless for any loss, liability and expense sustained or incurred by Owner on account of the reproduction or publication of any text or pictorial material under this Agreement.
12. Owner reserves the right to reject, before or after displays, any copy, pictorial or otherwise, which it considers in its discretion to be in violation of existing laws or offensive to the moral standard of the community. Similarly, copy which is false or which in any way reflects upon the character or integrity of any individual, group, or organization, may also be rejected.
13. If Advertiser is current in rent payments and is not otherwise in default hereunder, and provided that the original term or the then-current extension term of this Agreement was six (6) months or longer, Advertiser may renew this Agreement at the same location on mutually agreeable terms with written notification to Owner at least sixty (60) days prior to the expiration of this Agreement.
14. In the event of a default of this Agreement by Advertiser, Owner shall be entitled to recover all cost of enforcing or terminating this Agreement, including, but not limited to, all costs of collection and reasonable attorneys' fees.
15. No representations other than those expressed herein, either oral or written are a part of this Agreement. This Agreement cannot be cancelled by either party, except as expressly provided herein. This Agreement shall bind the parties hereto and their heirs, legal representatives, successors and assigns.
16. The parties agree that this Agreement is made and entered into in the County of Madison, State of Illinois, and the parties further agree and consent that the Circuit Court of Madison County, Illinois, shall have jurisdiction and be the proper venue for determination of any disputes arising out of this Agreement. The interpretation, construction and performance of this Agreement shall be governed by laws of the State of Illinois.
17. Other Terms and Conditions: First payment due by May 17, 2020 in the amount of \$1,085.00. Plus, 12 payments due every four (4) weeks in amount of \$1,085.00

**ACCEPTED AND AGREED TO:**

ADVERTISER:

  
\_\_\_\_\_

BY: Allen P. Adamite

TITLE: Mayor

DATE: 3/10/2020

OWNER:

VOLLMAN ADVERTISING

BY: \_\_\_\_\_

TITLE: "The BILLBOARD GUY"

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

(A)

Contract # 22020-8

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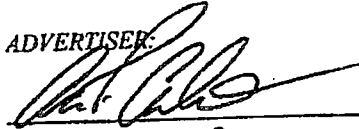
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\_\_\_\_\_

BY:

Allen P. Adamite  
\_\_\_\_\_

TITLE:

Mayor  
\_\_\_\_\_

DATE:

3/10/2020  
\_\_\_\_\_

OWNER:

VOLLMAN ADVERTISING

BY:

  
\_\_\_\_\_

TITLE:

"The BILLBOARD CITY"  
\_\_\_\_\_

DATE:

3.13.20  
\_\_\_\_\_

**END OF DOCUMENT**