# LEGAL NOTICE: SPECIAL MEETING OF THE VILLAGE OF PEOTONE BOARD OF TRUSTEES

Notice is hereby given that the President and Board of Trustees of the Village of Peotone, Will County, Illinois, will hold a Special Meeting commencing at the hour of 6:00 p.m. on Monday April 29, 2024 in the Board Room at Village Hall, located at 208 E. Main Street, Peotone, Illinois, for the purpose of considering and approving a Resolution relative to an emergency demolition of a dangerous and unsafe structure located at 201 N. 1<sup>st</sup> Street, Peotone, Illinois. The Agenda for the Special Meeting follows:

VILLAGE OF PEOTONE
SPECIAL VILLAGE BOARD MEETING
208 E. MAIN STREET, PEOTONE, IL
MONDAY APRIL 29, 2024
6:00 PM
AGENDA

- I. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
- **II. PUBLIC COMMENTS**
- III. APPROVE RESOLUTION AUTHORIZING THE EMERGENCY DEMOLITION OF THE DANGEROUS AND UNSAFE STRUCTURE AT 201 N. SECOND STREET, PEOTONE, ILLINOIS, WAIVING COMPETITIVE BIDDING AND APPROVING AN EMERGENCY DEMOLITION SERVICES PROPOSAL BETWEEN KLF ENTERPRISES AND THE VILLAGE OF PEOTONE

**ACTION ITEM** 

- IV. QUESTIONS OF THE PRESS
- V. CORRESPONDENCE / COMMUNICATIONS / PETITIONS
- VI. ADJOURNMENT ACTION ITEM

## RESOLUTION NO. 2024-R-

A RESOLUTION AUTHORIZING THE EMERGENCY DEMOLITION OF THE DANGEROUS AND UNSAFE STRUCTURE AT 201 N. SECOND STREET, PEOTONE, ILLINOIS, WAIVING COMPETITIVE BIDDING, AND APPROVING AN EMERGENCY DEMOLITION SERVICES PROPOSAL BETWEEN KLF ENTERPRISES AND THE VILLAGE OF PEOTONE

WHEREAS, the Corporate Authorities of the Village of Peotone, Will County, Illinois, have received a proposal from KLF ENTERPRISES to provide demolition services for the emergency abatement of the nuisance structure at 201 N. Second Street, Peotone, Illinois; and

WHEREAS, the Village has previously declared the structure on the 201 N. Second Street Property to be a nuisance structure after finding it to be in a dangerous and dilapidated condition, and to pose an imminent life-safety hazard due to risk of collapse. Among the findings of the Village relative to the nuisance declaration is the fact that the building, which directly abuts the public sidewalk regularly used by pedestrians, actually sways in the wind or upon slight pressure to the walls and frame; and

WHEREAS, the property owner has failed to immediately abate the nuisance as requested by the Village, and the Corporate Authorities of the Village of Peotone find that the emergency demolition is necessary for the health and safety of pedestrians, residents, businesses and workers in the area; and

WHEREAS, the Corporate Authorities of the Village of Peotone, Will County, Illinois, have further determined that it is in the best interests of said Village of Peotone to waive competitive bidding and to approve the proposal for demolition services attached hereto and made a part hereof as **EXHIBIT 1**.

**NOW THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

<u>Section 1:</u> The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: The emergency demolition by the Village of the nuisance structure on the property located at 201 N. Second Street is authorized and approved.

Section 3: Competitive bidding is hereby waived, and the proposal for demolition services from KLF Enterprises., a copy of which is attached hereto as **Exhibit 1**, is hereby approved and the Village Administrator is authorized to execute the proposal as accepted on behalf of the Village of Peotone, and to take whatever additional actions are necessary to facilitate the Village's obligations under the proposal, and the emergency demolition of the nuisance structure at 201 N. Second Street.

Section 4: This Resolution shall be in full force and effect immediately upon its

| as follows: | , 2024, pursuant to a r  | oll call vote |
|-------------|--|---------------|
| AYES:       |  | _             |
| NAYS:       |  |               |
| ABSENT:     |  | _             |
|             | Village President this  I to by the Village Clerk this same day. | day of        |
|             | VILLAGE PRESIDENT  | _             |
|             |  |               |

## **EXHIBIT 1**

## **CONTRACT FOR SERVICES**

(ATTACHED)

| STATE OF ILLINOIS ) ) SS.   |  |  |
|---|--|--|
| COUNTY OF WILL )  |  |  |
| CLERK'S CERTIFICATE   |  |  |
| I, <b>STACEY HARTWELL</b> , the duly appointed, qualified and acting Village Clerk of the Village of Peotone, Will County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:  |  |  |
| RESOLUTION NO. 2024-R   |  |  |
| A RESOLUTION AUTHORIZING THE EMERGENCY DEMOLITION OF THE DANGEROUS AND UNSAFE STRUCTURE AT 201 N. SECOND STREET, PEOTONE, ILLINOIS, WAIVING COMPETITIVE BIDDING, AND APPROVING AN EMERGENCY DEMOLITION SERVICES PROPOSAL BETWEEN KLF ENTERPRISES AND THE VILLAGE OF PEOTONE   |  |  |
| which was passed by the Board of Trustees of the Village of Peotone at a special board meeting held on the day of, 2024, at which meeting a quorum was present, and approved by the President of the Village of Peotone on the day of, 2024.  |  |  |
| I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Peotone was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Peotone, and that the result of said vote was as follows, to-wit: |  |  |
| AYES:   |  |  |
| NAYS:   |  |  |
| ABSENT:   |  |  |
| I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.  |  |  |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Peotone, this day of, 2024.  |  |  |
| Village Clerk   |  |  |
| [SEAL]  |  |  |

4015 S Ashland Ave, #2 Chicago, IL 60609

708.331.4200



2300 W 167th Street Markham, IL 60428

www.klfent.com

April 22, 2024

RE: 201 N Second st Peotone IL

ATTN: Village of Peotone

We are pleased to provide this proposal to complete the following scope of work at the above referenced project. Our price includes all labor, equipment, materials, transportation, disposal, insurance and administration to complete the project in accordance with applicable codes and regulations.

#### Scope of Work:

- Demolition of single-family structure 2 story frame structure
- All Debris generated from demolition to be hauled to licensed landfill/recycling facility.
- All slab, footings and foundations to be removed
- Backfill with clean fill
- Furnish and place top soil, seed, and blanket
- Permit Fee excluded
- Utility Disconnect on others
- KLF to assist with capping sewer line
- Fence to be placed during demolition activities only

**Building Demolition** \$25,500.00

### **Scope Qualification:**

- · Price based off one mobilization for demolition, if remobilization is required a fee will be issued.
- This Proposal to become an exhibit to any contract documents.
- Any adjustments to this proposal/contract to be signed and dated by all parties involved before it is accepted as part of the contract.
- KLF will have exclusive occupancy of the entire work area to perform the aforementioned removal. KLF will not
  be responsible for any person who enters the work area unless such person or persons has obtained permission
  from a KLF agent onsite.
- Unless mentioned above this proposal does not include identifying, testing, handling, or disposal of any other regulated, special, or hazardous materials.
- In the event any action is instituted to enforce any of the provisions of this contract or to collect money due hereunder, KLF Enterprises shall be entitled to reimbursement for any attorney and collection fees or any related expenses that it is obligated to pay.
- If payment is not made within the time specified, a monthly interest charge of 2% will be added to the unpaid balance.
- Should Owner cancel this contract, at any point Owner shall pay Contractor for all costs incurred, through date of demobilization, including but not limited to: labor, materials and overhead costs, plus profits.
- This Proposal does not included compacting.

2300 W 167th Street Markham, IL 60428

www.klfent.com

- 708.331.4200
- No permanent fencing to be installed.
- No work outside out the buildings footprints to be included unless noted.
- No Temporary utilities or re-routing of utilities if required.
- No Storm Water Management.
- All spoils assumed to be suitable for CCDD disposal. IEPA LPC-663 certification for disposal to be provided by others.
- This proposal, if signed, shall constitute a contract agreement between the "Owner" and KLF Enterprises.
- Buildings to be left in the same condition as when KLF Enterprises conducted the walkthrough.
- No temporary shoring/bracing
- No Liquidated damages
- No Performance/payment bonds included.
- No work to be completed in public property.
- Standard Insurance Policy to be included
- No soils report provided. Presumed all soil and stone materials to be satisfactory structural fill material "as-is"

#### **Scope Exclusions:**

- Asbestos Removal if required TBD after initial report.
- Seed/Blanket.
- No fees or costs associated with the removal/relocation of electrical or other utilities equipment.
- Owner to close all associated accounts upon contract being signed.
- No clearing, grubbing or tree removal outside of that which is determined necessary to facilitate demolition operations.
- Temporary lighting, power and water.
- Salvaging of any items unless noted elsewhere.
- Removal of any underground utilities.
- Any UST's (Underground Storage Tanks) located onsite



4015 S Ashland Ave, #2 Chicago, IL 60609 708.331.4200



2300 W 167th Street Markham, IL 60428 www.klfent.com

Payments:

Agreement to be signed by the owner within 30 days.

| Printed Name - Title | Demolition Contractor:  |
|----------------------|---|
|                      | KLF Enterprises   |
| Date:                | Printed Agent Name  |
| Signature            | Date:   |
|                      | Signature   |
|                      |   |
|                      |   |
|                      |   |
|                      |   |
|                      | KARAGE  |
|                      |   |
|                      | TOTAL |
|                      |   |
|                      |   |