

**RESOLUTION** 19-1

**WHEREAS**, Chapter 15.04 of the Sangamon County Code establishes the authority to address dangerous buildings in unincorporated Sangamon County, and within incorporated villages that wish to contract with Sangamon County; and

**WHEREAS**, historically, it costs Sangamon County approximately \$7,000 to demolish a dangerous building; and

**WHEREAS**, liens are filed in an attempt to recover the cost of demolition, but they seldom if ever recover any of the cost; and

**WHEREAS**, due to budget constraints, Sangamon County had to suspend demolition of dangerous buildings; and

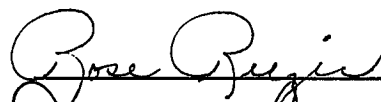
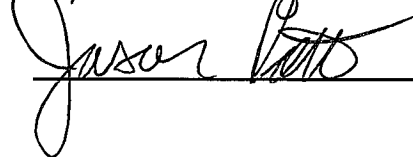
**WHEREAS**, there are currently 13 dangerous buildings in unincorporated Sangamon County that are ready to be demolished; and

**WHEREAS**, Operating Engineers Local 965/Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois is willing to help Sangamon County address this situation by utilizing their apprenticeship program to demolish dangerous buildings at little to no cost to Sangamon County; and

**WHEREAS**, this partnership will help to keep our County safe, and at the same time provide valuable training to future Operating Engineers members;

**NOW THEREFORE BE IT RESOLVED**, by the members of the Board of Sangamon County, in session this 13<sup>th</sup> day of December, 2011, authorization is given to the Sangamon County Board Chairman to enter into an agreement with Operating Engineers Local 965/Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois for the purpose of demolishing dangerous buildings in Sangamon County.

Respectfully submitted,

  
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**FILED**

DEC 09 2011

  
Sangamon County Clerk

**Memorandum of Understanding Between  
Sangamon County Board and Operating Engineers  
Local 965/Operating Engineers Apprenticeship and Skill  
Improvement Committee for Central Illinois Regarding Demolition  
of Dangerous Buildings**

It is mutually agreed by the Sangamon County Board and the Operating Engineers Local 965/Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois that Operating Engineers 965 trainees, under the direct and on-site supervision of Operating Engineers training staff, will demolish dangerous buildings as declared and requested by Sangamon County and load associated demolition debris in vehicles or dumpsters to be provided by the respective township or Sangamon County.

**Sangamon County agrees to:**

- in writing notify Operating Engineers Local 965 of legally declared dangerous buildings that are ready for demolition;
- coordinate at no cost to Operating Engineers Local 965 the provision of either trucks or roll-off dumpsters as needed to transport waste for each demolition;
- provide free disposal coupons for the deposit of demolition waste in the Sangamon Valley Landfill; and
- maintain liability and hold harmless Operating Engineers Local 965 for properly declaring buildings dangerous and ready for demolition.

**Operating Engineers Local 965 agrees to:**

- provide at no cost to Sangamon County necessary manpower, equipment (excluding trucks or dumpsters), trainees and supervisors to properly demolish and load waste of dangerous buildings as declared and requested by Sangamon County;
- comply with all pertinent Sangamon County Solid Waste Ordinance and IEPA regulations (to be provided by the Sangamon County Department of Public Health) regarding the demolition of properties;
- maintain liability for all Operating Engineers 965 staff, trainees, and equipment uses in the demolition of dangerous buildings, and hold harmless Sangamon County for all work performed regarding the demolition and loading of demolition debris; and
- contact the pertinent utilities prior to demolition.

Both parties further agree that nothing from the demolition sites will be parceled out for salvage by Operating Engineers or any of its agents while acting under the authority of this Memorandum of Understanding. It is also agreed by the parties that there will be no assignment or transfer of this Memorandum of Understanding.

Both parties agree this Memorandum of Understanding contains the entire agreement between the parties, and no statement, promises or inducements made by either party, or agent of either party, that is not contained in this written Memorandum of Understanding, shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing, signed by the parties endorsed hereon.

Either party may terminate this Memorandum of Understanding upon providing written notice thirty days in advance of termination.

Agreed to for Sangamon County:

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Chairman, Sangamon County Board

Agreed to for Operating Engineers Local 965:

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Business Manager, Operating Engineers Local 965/  
Operating Engineers Apprenticeship and  
Skill Improvement Committee for Central Illinois