

**Village of Flanagan**  
**August 12, 2024**  
**Special Meeting Minutes**

Called to Order by Dave Iverson

Pledge of Allegiance

Absent: Trustees Kim Wargo and Reid Bressner

**New Business**

Community Building - This special meeting was called to discuss reports recently received regarding the proposed Community Building. The appraisal of the old building was received from Nord Appraisal Services and reviewed. The current market value is \$120,000, we own \$10,931 (15'X 33") of the building, which makes a total value own by Nebraska Township \$109,069. This does not include the lot where the siren sits on which we own. Two verbal bids regarding building demolition and clean up were given for an average of \$47,500. Formal bids will be required when it comes time to demolish the building.

Absesetos report submitted by IDEAL Environmental Engineering was reviewed. Certain areas of the building do have asbestos but not as much as anticipated. Prior to demolition the asbestos will have to be removed by a certified remover. It is possible that the asbestos can be handled in a special way and taken to the landfill at a higher cost. We will have to determine which way the Village wants to handle this. Dave advised we are to be sharing the cost of the appraisal and the asbestos report with Nebraska Township. The bill for IDEAL Environmental was \$1700 and the appraisal bill was \$2000.

Roseanna submitted information from the Livingston County Tax Assessors office showing PIN numbers of areas of the building showing who owns which part of the building, along with an ariel view of the building. Roseanna advised she found the deed and the VOF sold the building to township in 1984 for \$20,000.

The Cost of Damage Clause was also discussed as there is a common wall for the Community Building and the building to the south. VOF will be required to hire an independent engineering firm to do a pre and post inspection of the wall prior to demolition. This protects VOF if there is damage to the wall during demolition. Mike Friend has advised he can do the inspection, but he will have to turn it over to Farnsworth after his inspection because they will assume the liability portion. By having Mike do this inspection, he will charge VOF \$50 compared to Farnsworth charging \$200. If there is damage to the wall during demolition, the contractor will be liable for the damage.

Since we are the sole recipient of the grant, it would be in our best interest to have Nebraska pay for demolition and asbestos removal because we cannot use grant funds. VOF would then pay Nebraska Township the appraised price, at which time we would be the sole owner until after construction and then we would bring Nebraska back in. LaHood thought we could add Nebraska back onto the grant by having two congressmen sign a bill on the technicality and add Nebraska, however there is no timeline on when this will be down. Nebraska is aware of this and therefore it is possible they might wait for the signatures; however, we are running out of time. The

proposed target date was October 2025. We have 20 months to complete after we were awarded the grant. We are going to go with proposing to buy the building from them and bring them back in after completion.

It was again stated that Nebraska Township supervisor thought they received \$13,000 to \$14,000 a year from the tax levy to maintain the building. The attorney has advised that the tax levy can stay in place because of the appropriations. If they keep the appropriations going during construction they can keep that money, however if the lot is empty that cannot keep claiming the tax levy on an empty lot. Once the new building is completed, we can do our own tax levy for the upkeep of the building. Nebraska advised Roseanna not all the money they receive is used and the money left over is put into a different account.

All determined to buy the building and then bring Nebraska back in after the building was completed. Members of the township can still be on the committee as an advisory role, however that will have to be confirmed by the attorney first. VOF will also need to contact the attorney on how to put them back on the deed so they can get the tax levy as well. Also, the VOF will be reimbursed for the purchase of the building through the grant as there is a line item for that. After all is completed and Nebraska back in, we could do one levy for the building, which would require a referendum.

It was determined to give Nebraska Township a deadline for VOF purchasing the building or VOF will purchase property and build somewhere else. The deadline of August 26, 2024, was agreed upon.

Motion to Adjoin – Kristy Dodge, 2<sup>nd</sup> by Jason Montello.

**Meeting Adjourned.**