

ORDINANCE NO. 15-14

**ADOPTING AN UPDATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BRAIDWOOD CONCERNING COAL CITY'S PROVISION OF BUILDING AND PROPERTY INSPECTION SERVICES**

**WHEREAS**, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

**WHEREAS**, the Village and the City of Braidwood ("City") are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the "Act"), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Municipal Code"); and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City is in need of building inspection services in order to monitor compliance with and enforce the terms of the City's local building regulations; and

**WHEREAS**, the Village and City are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

**WHEREAS**, the Village has a building inspector and is willing to assist the City by sharing the services of its building inspector on a temporary basis in exchange for the consideration and in accordance with the terms and conditions of that certain intergovernmental agreement herein approved;

**WHEREAS**, the Village and City are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

**WHEREAS**, the Corporate Authorities of each municipality previously entered into the *Intergovernmental Agreement Concerning Building and Property Inspection Services* commencing on January 22, 2014 to expire on March 31, 2015 and further extended this agreement through mutual actions to extend the aforementioned agreement until June 30, 2015;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Will and Grundy Counties, Illinois, as follows:

**SECTION 1. RECITALS.**

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**SECTION 2. EXTENSION.**

The Corporate Authorities shall and do hereby authorize the Board President to enter into and effectuate the *Intergovernmental Agreement By and Between the Village of Coal City and the City of Braidwood Concerning Building and Property Inspection Services* (the "Agreement") attached hereto as Exhibit A. Included within the terms of the aforementioned agreement, each party reserves the right to extend the Agreement further.

**SECTION 6. EFFECTIVENESS.**

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this 8 day of June, 2015, at the Village of Coal City, Grundy and Will Counties, Illinois.

AYES: 5

NAYS: 0

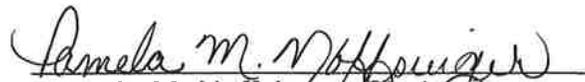
ABSENT: 1

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF COAL CITY  
AND THE CITY OF BRAIDWOOD CONCERNING BUILDING AND PROPERTY  
INSPECTION SERVICES**

[Attached on following pages]

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF COAL CITY  
AND THE CITY OF BRAIDWOOD CONCERNING BUILDING AND PROPERTY  
INSPECTION SERVICES**

**THIS AGREEMENT** (the "Agreement") is entered into by and between the VILLAGE OF COAL CITY (hereinafter "VILLAGE") and the CITY OF BRAIDWOOD (hereinafter "CITY").

**WHEREAS**, the VILLAGE and the CITY (cumulatively, the "Parties") are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the "Act"), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Municipal Code"); and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the VILLAGE and CITY are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

**WHEREAS**, the Parties each have legal authority to regulate the public health (65 ILCS 5/11-20-5), fire safety (65 ILCS 5/11-8-1 through 5/11-8-6), the strength and manner of the construction of all structures (65 ILCS 5/11-30-4), the installation and maintenance of heating, air-conditioning, and refrigeration units (65 ILCS 5/11-32-1), and the installation, use, and

alteration of electrical equipment (65 ILCS 5/11-37-2); and

**WHEREAS**, the Parties are further authorized by Division 3 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-3-1, *et seq.*, and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/0.01, *et seq.*, to adopt by reference regulations governing the built environment from nationally recognized technical trade or service organizations governing building construction and alterations, which records explicitly include, *inter alia*, “building codes, plumbing codes, electrical wiring codes, [and] fire prevention codes,” 65 ILCS 5/1-3-1(b), 65 ILCS 5/1-3-2; 50 ILCS 220/1(b); 50 ILCS 220/2; and

**WHEREAS**, the Parties have each adopted certain building regulations and technical codes on the basis of the authority hereinbefore set forth, including, as is relevant, the City having lawfully enacted Chapter 22 of the City of Braidwood Code of Ordinances, entitled “Buildings and Building Regulations” (the “City’s Building Regulations”); and

**WHEREAS**, the CITY is in need of building inspection services in order to monitor compliance with and enforce the terms of the City’s Building Regulations; and

**WHEREAS**, the VILLAGE has a building inspector and is willing to assist the CITY by sharing the services of its building inspector on a temporary basis in exchange for the consideration and in accordance with the terms and conditions set forth in this Intergovernmental Agreement; and

**WHEREAS**, the VILLAGE and CITY mutually desire by this Intergovernmental Agreement to set forth the terms and conditions for the VILLAGE’S provision of certain building inspection services to the CITY.

**NOW, THEREFORE,** in consideration for the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the VILLAGE and CITY agree as follows:

1. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. This Agreement will commence on May 1, 2015 and continue in full force and effect up to and including April 30, 2017. The Parties acknowledge and agree that the arrangement herein provided for shall expire on its own terms on April 30, 2017 without any further action of the Parties hereto. The Parties reserve the right to extend this Agreement. Further, either party hereto may terminate this Agreement at any time during the term by providing the other party (15) fifteen days prior written notice of such termination. The Parties may also terminate this Agreement by mutual consent. In the event of early termination of the Agreement, the Parties agree that the CITY shall only be responsible for paying the VILLAGE its share of the Building Inspector services as provided in Paragraph 13 for the time period in which this Agreement is effective. As such, the Parties acknowledge and agree that final payment in the event of early termination of the Agreement shall be on a pro rated basis and may require the VILLAGE to issue a refund of any pre-payment overage or may require the CITY to make a final payment to the VILLAGE on a pro rated basis for services rendered. The Parties agree that any final refund or payment, as the case may be, shall issue no later than the final effective date of the early-terminated contract.

3. The CITY agrees to engage the VILLAGE for the purpose of providing the CITY with certain building inspection services to be provided by the duly appointed Building Official

of the VILLAGE, as he or she may be appointed from time to time by the President of the VILLAGE and confirmed by the VILLAGE Board of Trustees as provided in Chapter 32, Article 4 of the VILLAGE Code of Ordinances, as the same may be amended from time to time (the “Building Inspector”) as provided herein.

4. In connection with the foregoing, the VILLAGE shall make the Building Inspector available to the CITY to perform building inspections during regular VILLAGE and CITY hours of business and upon request of the CITY, but in no event shall the Building Inspector perform inspection services or other related services for the CITY in excess of 20 hours per week.

5. While on detail for the CITY, the Building Inspector shall be deemed an independent contractor to the CITY providing the Work set forth in Paragraph 6.

6. While on detail for the CITY, the Building Inspector shall have the following duties (“Work”):

- a. Inspect buildings, structures, properties and facilities as requested by the CITY to determine compliance with the City’s Building Regulations;
- b. Issue permits, licenses, certificates of occupancy and other approvals or rejections thereof for the CITY in accordance with the Building Inspector’s inspection results;
- c. Review applications for building permits;
- d. Issue notices of code violations in accordance with CITY procedures, but only insofar as such violations are apparent to the Building Inspector during the course of a scheduled inspection;
- e. Testify in any administrative adjudication or judicial code enforcement or

violation proceeding in a court of competent jurisdiction, arising out of or otherwise related to the performance of building inspector duties as otherwise set forth herein.

f. Other duties as assigned within the area of his expertise and regularly provided for the VILLAGE.

7. The CITY acknowledges that the Building Inspector is an employee of the VILLAGE and is bound by the duties and policies of the VILLAGE and as such may be required to be called away from the Work assigned by the CITY by the VILLAGE whenever, in the sole discretion of the VILLAGE or any of its officers, explicitly including the Village Administrator, the Building Inspector is needed by the VILLAGE to perform time-sensitive work of any kind or nature. The parties agree and acknowledge that the Building Inspector employment duties for the VILLAGE shall take precedence over the Work performed for the CITY and the VILLAGE reserves the right to reassign the Building Inspector to his duties for the VILLAGE whenever it is necessary or expedient to do so. Reasonable notification of such re-assignment shall be made to the CITY.

8. The CITY acknowledges that the Building Inspector is and shall remain an employee of the VILLAGE and shall not be considered an employee or agent of the CITY and is not entitled to any benefits provided to employees of the CITY.

9. The Building Inspector will conduct himself in a professional manner and at all times while performing Work for the City, shall abide the rules and regulations of the CITY.

10. The Building Inspector shall prepare a monthly report addressed to the Mayor of the CITY, which monthly report shall detail Work performed for the CITY and time spent completing such Work.

11. While performing Work for the City, the Building Inspector shall be under the supervision of ANDY GALATTE ("City Supervisor"). The City Supervisor shall be the final authority in giving direction to the Building Inspector for Work for the City.

12. The VILLAGE shall provide quarterly invoices to the CITY as provided herein. In consideration of the services rendered under the terms of this Agreement, the CITY shall compensate the VILLAGE on a quarterly basis. Invoices shall be provided beginning May 1, 2015 and follow every three months thereafter. The tentative dates of invoice issuance shall be May 1, 2015, August 1, 2015, November 1, 2015, February 1, 2016 and repeat thereafter. Any actual expenses necessarily incurred by the VILLAGE in providing the Work, including printing, photo-copies or other "soft costs", but expressly excluding mileage reimbursement costs, shall be itemized by the VILLAGE in the quarterly invoices and paid over to the VILLAGE by the CITY in addition to the sum provided for in Paragraph 13.

13. The CITY shall remit 25% of its annual payment to the VILLAGE after receiving an invoice plus itemized soft costs, if any. The annual payment shall be 50% of the total cost to the VILLAGE to employ the Building Inspector. During the initial year of this agreement, the annual payment shall be \$51,385 or \$12,846.25 per quarterly invoice. This amount is subject to change should the cost of employing the Building Inspector change throughout the term of this agreement. Such changes may include, but shall not be limited to change in hourly compensation, medical benefit coverage, or worker's compensation coverage. The VILLAGE may, in its sole discretion, alter the Building Inspector's pay or benefits (cumulatively, "Compensation Package") at any time. In the event that the VILLAGE alters the Building Inspector's Compensation Package, or the cost of such Compensation otherwise changes, the VILLAGE shall notify the CITY within ten (10) business days of such change or

recalculation. The Parties agree that they will cooperate with one another in refunding an overpayment or providing additional payment on a pro rated basis as may be necessary if the Building Inspector's Compensation Package changes following a tender of quarterly payment at the previously calculated rate ("True Up"). Such True Up shall be reflected in the next Invoice issued by the VILLAGE, either as a credit to the CITY (in the event that the Compensation Package decreases) or as an additional fee to reflect previous underpayment.

14. In addition to the annual payment for the Building Inspector's services, the CITY shall provide two additional payments to the VILLAGE for capital equipment that had been previously purchased and assists the Building Inspector in the provisions of certain services. The first capital equipment surcharge of \$3,000 shall be included on the May 1, 2015 invoice. The second capital equipment surcharge of \$3,000 shall be included on the May 1, 2016 invoice.

15. All invoices shall be paid approved and paid promptly upon receipt by the CITY, and in no event shall payment be issued later than allowable under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

16. The CITY shall be responsible for any VILLAGE fees resulting from the CITY's failure to pay any balance due, including but not limited to Attorney's fees.

17. The CITY hereby covenants and agrees to save, defend, indemnify and hold harmless the VILLAGE, its elected officials, officers, and employees (collectively "Indemnitees"), from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the WORK which is the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by VILLAGE or any agent of

Village, including but not limited to any personal injuries, death, property damages and contract or lien claims. In the event that any such claim is made against the VILLAGE or any of its Indemnites as a result of the relationship between the Parties which is established by this Agreement, then VILLAGE shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by the CITY as provided herein.

18. During the term of this Agreement, the CITY shall provide Village with a Certificate of Insurance confirming that VILLAGE has been named as an "additional insured" ("AI Endorsement") on liability insurance policies, including coverage for automobile liability, personal injuries and property damage. Such policies shall provide at least the following coverage:

- a. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury and property damage.
- b. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- c. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

All such policies shall provide that any notice that the policy been cancelled or not renewed shall be provided to VILLAGE by certified mail at least 30 days prior to the cancellation date. The VILLAGE shall be under no obligation to provide the WORK to the CITY until such certificate of insurance has been received or for any time when the required insurance is not in place. Failure of the VILLAGE to demand such certificate, endorsement or

other evidence of full compliance with these insurance requirements or failure of VILLAGE to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CITY's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at VILLAGE's option. The CITY covenants and agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the VILLAGE. Nothing contained in this Agreement is to be construed as limiting the liability of the CITY. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Parties, but are merely minimums. The obligations of the CITY to purchase insurance shall not, in any way, limit its obligations to the VILLAGE in the event that the VILLAGE should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the CITY's insurance.

19. This Agreement may be amended or modified at any time upon the mutual consent of the Parties, which mutual consent shall be evidenced in writing executed by the Parties.

20. All notices required to be served hereunder shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

VILLAGE: Matt Fritz

Village of Coal City  
515 S. Broadway Street  
Coal City, IL 60416

With a Copy To: Mark R. Heinle  
Ancel Glink  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563

CITY: \_\_\_\_\_  
City of Braidwood  
141 W. Main Street  
Braidwood, IL 60408

19. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

22. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

23. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings

and representations, if any.

24. The VILLAGE and CITY warrant that each has full power and authority to enter into and to perform its obligations under this Agreement.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS THEREOF, the VILLAGE OF COAL CITY and the CITY OF BRAIDWOOD, have caused this Intergovernmental Agreement to be executed by duly authorized officers thereof on the dates indicated below.

**VILLAGE OF COAL CITY**

By [Signature]  
President

Date 6/26/15

**CITY OF BRAIDWOOD**

By: [Signature]  
Mayor

Date: 6/26/15

ATTEST:

[Signature]  
Village Clerk

ATTEST:

[Signature]  
City Clerk

RESOLUTION NO. 2015- 17

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF COAL CITY

WHEREAS, the City of Braidwood, Will County, Illinois, (City) is a municipality that operates as a commission form of government pursuant to the Illinois Municipal Code 65 ILCS 5/1 et seq. (City Council); and

WHEREAS, the City as a unit of local government within the meaning of Article 7, Section 1 of the Constitution of the State of Illinois and as a public agency within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., is authorized to enter into intergovernmental agreements with other such municipalities; and

WHEREAS, the City and the Village of Coal City (Village), have come to an agreement that will allow the City and the Village to share the services of a building inspector; and

WHEREAS, the City has determined that it is in the best interests of its citizens to enter into an agreement with the Village to allow for the shared cost of providing for the services of a building inspector, which will reduce the financial burden of both parties.

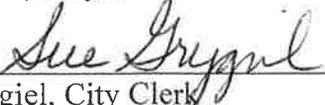
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Braidwood, Will County, Illinois, as follows:

**SECTION 1.** That the Mayor, City Clerk and other necessary staff or individuals are authorized and directed to execute an intergovernmental agreement between the Village of Coal City and the City of Braidwood concerning building and property inspection services. A copy of that agreement is attached hereto as Exhibit A.

**SECTION 2.** That this Resolution shall be in full force and effect from and after its passage as provided by law.

Passed this 23rd day of June, 2015

  
\_\_\_\_\_  
Jim Vehrs, Mayor

  
\_\_\_\_\_  
Sue Grygiel, City Clerk

AYES: 3 *Comms. Hutton, Smith + Mayor Vehrs*  
NAYS: 1 *Comm. Tessler*  
ABSENT: 1 *Comm. Hibler*  
ABSTAIN: 0

