

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: First Reading Ordinance – Tazewell County Building Inspection Services Intergovernmental Agreement
DATE: March 1, 2018

Summary: Staff recommends approval of an Intergovernmental Agreement with Tazewell County for use of its building inspectors to satisfy the City's needs for inspections and plan reviews. The agreement would allow use of both of the County's inspectors at a rate of \$50 per hour. Staff also recommends increasing the accessory structure fee to \$40 plus \$2 per \$1,000 of the construction value, though this would be done at a later time through a separate ordinance following a public hearing through the Planning and Zoning Commission.

Background: The City's Building Inspector position has been vacant since November following Wally King's retirement. A currently contracted employee has been assisting with inspections during that period. The time of year and the reduced residential new construction activity has made it a little easier to manage the workload. The responsibilities of the Building Inspector include residential and non-residential inspections and reviewing and approving building plans. The Building Inspector does electrical inspections for residential projects while RNS Electric inspects commercial and multi-family residential projects.

After reviewing a variety of building inspector options, the best fit is to utilize the Tazewell County building inspections staff. The County has a full-time employee that handles inspections and another that completes plan reviews and other administrative work. Having two County employees that are versed in inspections and building codes offers flexibility for both entities. The rate of \$50 per hour (which includes mileage) is the most economical of the options. It is anticipated that 10-12 hours per week will be typical. The Intergovernmental Agreement is attached.

The County staff would complete framing and final inspections for new residential and commercial construction, building additions, and larger accessory structures. City staff feels comfortable completing footing and foundation inspections as well as smaller accessory structures (typically just confirming setbacks). County staff would complete residential electrical inspections and RNS Electric would continue the same for commercial and multi-family.

Additionally, staff feels that the current fee structure for new residential and commercial construction is adequate for the typical time and cost associated with plan reviews and inspections. However, the accessory structure fee (\$20 plus \$2/\$1,000 of the construction value) is often not sufficient, particularly when a framing inspection is required. Staff recommends increasing this fee to \$40 plus \$2/\$1,000 of the construction value. This would come closer to matching the personnel cost for these projects while still being lower than most of the comparative regional entities surveyed. The zoning code would need to be amended to allow for that, which will require a public hearing at a future Planning and Zoning Commission meeting.

The Finance and Personnel Committee recommended approval of the IGA at their February meeting. Staff also recommends approval of this. The County Board approved the IGA on February 28. A first reading ordinance is scheduled for the March 5 City Council meeting with a second reading scheduled for March 19.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL TO PROVIDE BUILDING
INSPECTIONS AND REVIEWS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY,
ILLINOIS, as follows:**

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell to provide building inspections and reviews, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON AND TAZEWELL COUNTY
FOR THE PROVISION OF SERVICES RELATED TO PROVIDING BUILDING
INSPECTIONS AND REVIEWS**

This Agreement is effective as of March _____, 2018 (the “**Effective Date**”), by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), and TAZEWELL COUNTY (“**County**”).

Background

A. The City requires all new residential and non-residential construction projects meet all appropriate building codes.

B. The City requires inspections as part of the building process to ensure compliance with all appropriate building codes.

C. The City desires to inspect all new residential and non-residential construction projects to ensure compliance with all appropriate building codes.

D. The City desires to hire the County for all services related to inspecting new residential and non-residential construction projects pursuant to the terms of this Agreement, and the County desires to provide such services pursuant to the terms of this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Background.** The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.

2. **Services.** The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:

- (a) Inspections of new residential and non-residential construction projects;
- (b) Review building plans as needed to ensure compliance with all appropriate building codes;
- (c) Perform inspections of other residential and non-residential buildings as requested by the City.

3. Payment.

(a) Rate. In exchange for the County's performance of its obligations, the City shall pay the County at the rate of Fifty Dollars (\$50) per hour worked in the performance of its obligations under this Agreement.

(b) Other Expenses. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) Invoices. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for one (1) year from the Effective Date, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. 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.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested,

postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County: Tazewell County
c/o Kristal Bachman
McKenzie Building
11 S. 4th St., Ste. 400
Pekin, IL 61554

City: City of Washington
c/o Jon Oliphant
301 Walnut Street
Washington, IL 61571

(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, each party shall bear its own cost including but not limited to attorneys' fees and court costs.

(h) Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF WASHINGTON

TAZEWELL COUNTY

By _____
Jon Oliphant,
Planning and Development Director

Kristal Bachman
Community Development Administrator