

Agenda Item # 47

Distribution:
 County Board
 County Administrator
 F&A

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2004 SESSION

APRIL 12, A.D., 2005

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Planning, Building and Zoning and Financial and Administrative Committees present herewith a Resolution authorizing the Chairman of the Board to execute an amended intergovernmental agreement with the Village of Lake Villa, for the purpose of continuing to provide said village with building, fire, site development, and safety code enforcement service by the Lake County Department of Planning, Building and Development, and requests its adoption.

Respectfully submitted,

	Aye	Nay
<u>Julie Martine</u> Chairman	✓	_____
<u>James D. Neenan</u> Vice-Chairman	✓	_____
<u>[Signature]</u>	✓	_____
<u>Susan L. Brummett</u>	✓	_____
<u>Robert [Signature]</u>	✓	_____
<u>[Signature]</u>	X	_____
<u>[Signature]</u>	X	_____

Planning, Building and Zoning Committee

	Aye	Nay
<u>[Signature]</u> Chairman	X	_____
<u>[Signature]</u> Vice-Chairman	X	_____
<u>[Signature]</u>	✓	_____
<u>Carol Colahan</u>	✓	_____
<u>Robert [Signature]</u>	_____	_____
<u>[Signature]</u>	✓	_____
<u>[Signature]</u>	X	_____

Financial and Administrative Committee

RESOLUTION

WHEREAS, the Village of Lake Villa, has requested that the Department of Planning, Building and Development continue to provide building, fire, site development and safety code enforcement services; and

WHEREAS, the Director of the Department of Planning, Building and Development has determined that he can continue to provide said services to the Village; and

WHEREAS, the Director of the Department of Planning, Building and Development has negotiated intergovernmental agreements with the Village relative to continuing to provide said services; and

WHEREAS, the County has the authority to enter into such intergovernmental agreements with the Village pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/5.

NOW, THEREFORE, BE IT RESOLVED by this County Board of Lake County, Illinois that the Chairman of the Board is hereby authorized to execute intergovernmental agreements, in substantially the same form as the draft agreement attached hereto as Exhibit A, with the Village of Lake Villa, for the purpose of continuing to provide said Village building, fire, site development, and safety code enforcement services, said services to be provided by the Department of Planning, Building and Development.

DATED at Waukegan, Lake County, Illinois, this 12th day of April, A.D., 2005.

**INTERGOVERNMENTAL AGREEMENT
FOR
PLANNING, BUILDING AND DEVELOPMENT
(BUILDING AND CODE ENFORCEMENT
ENGINEERING AND ENVIRONMENTAL SERVICES)
CODE ENFORCEMENT CONTRACT SERVICES**

This agreement made and entered into this _____ day of _____, 20____, by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the Village of Lake Villa, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "VILLAGE."

WHEREAS, both the COUNTY and the VILLAGE are governmental agencies of the State of Illinois vested with the responsibility and authority to enforce and uphold building, fire, site development and safety codes in their respective jurisdictions; and

WHEREAS, the VILLAGE has determined that there presently exists a need for additional support in building, fire, site development, and safety code enforcement in the VILLAGE; and

WHEREAS, both the COUNTY and the VILLAGE are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the VILLAGE is desirous of contracting with the COUNTY to obtain and provide said enforcement in and for the VILLAGE; and

WHEREAS, the COUNTY can provide said services.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The COUNTY, through its DEPARTMENT OF PLANNING, BUILDING AND DEVELOPMENT (the "DEPARTMENT"), will be responsible for enforcement of all commercial and residential site development permits, including site inspections, plan review, and, when requested, the issuance of citations related thereto in the VILLAGE.
2. For all commercial projects within the Village that the parties agree to on a case-by-case basis, the DEPARTMENT will be responsible for enforcement of commercial building codes, including special inspections, plan reviews, and the issuance of citations related thereto in the VILLAGE .
3. All court enforcement proceedings shall be prosecuted by the VILLAGE attorney.
4. If requested, the DEPARTMENT will make court appearances when necessary for site development or commercial building code violations in the VILLAGE.
5. When requested by an authorized agent of the VILLAGE, the DEPARTMENT will investigate and provide reports to the VILLAGE relating to site development or commercial building code complaints in the VILLAGE. Upon request of an authorized agent of the VILLAGE, the DEPARTMENT will assist with enforcement proceedings relating to site development or commercial building code violations. The VILLAGE will be responsible for processing all residential and commercial building permits and site development applications.
6. The DEPARTMENT will provide a person to be present at the VILLAGE office to receive and answer any and all questions regarding site development and commercial building permits and applicable ordinances at times and in a manner established by mutual agreement of the VILLAGE and the DEPARTMENT.
7. On or before the 5th day of each month, the VILLAGE shall provide to the DEPARTMENT a written activity report of permits issued, special inspections conducted, and revenues received during the preceding month. The DEPARTMENT shall bill and provide adequate supporting documentation to the VILLAGE upon receipt of the activity report for all services provided by the DEPARTMENT during the preceding month. The VILLAGE agrees to make payment to the COUNTY within thirty (30) days of billing.

8. The following fee schedule shall apply to this Agreement:

	<u>SERVICE</u>	<u>FEE TO BE PAID TO COUNTY</u>
a.	Commercial Building inspection and plan review as provided in Paragraph 2.	½ of the DEPARTMENT fee or ½ of the VILLAGE fee in effect at the time of the inspection and/or plan review, whichever is greater.
b.	Professional services for all site plan reviews and site development work when no permit is obtained.	The DEPARTMENT shall bill at an hourly rate on or before the 5 th day of each month for professional services by project listing time spent and hourly rate according to personnel.
c.	Site development plan review and site development inspections when a permit is obtained.	¾ of the DEPARTMENT fee in effect at the time of the inspection and/or plan review.
d.	Site development re inspection	The DEPARTMENT shall bill at an hourly rate on or before the 5 th day of each month for professional services by project listing time spent and hourly rate according to personnel.
e.	Court or deposition appearances and preparation stemming from site development and commercial building code violations when requested by Village.	\$75 per hour (to the nearest one half (½) hour), with a minimum charge of \$50.
f.	Investigation, reports, and enforcement proceeding assistance relating to site development and commercial building code complaints when requested by Village.	\$75 per hour (to the nearest one half (½) hour), with a minimum charge of \$50.

9. The DEPARTMENT Director, or the Lake County Building Official or the Chief Engineer, Engineering and Environmental Services Division, shall be the contact

person for receiving queries, complaints, and commendations of services performed under this Agreement. In the event of a dispute between the parties as to the extent of the duties and functions, and standards of performance, the discipline of personnel, and level or manner of performance pertaining to the operation of this Agreement, the determination thereof made by the DEPARTMENT shall be final and conclusive as between the parties hereto.

10. The VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder and to defend and to indemnify and hold the COUNTY and DEPARTMENT harmless and free from liability of any kind resulting from the acts or conduct of the VILLAGE and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement or any services provided hereunder.
11. This Agreement may be terminated by either party upon thirty (30) days written notice to all parties. Notwithstanding such notice of termination, the VILLAGE shall remain responsible for payment to the COUNTY of all permit, special inspection, and all other fees due the COUNTY for permits issued or services provided through and including the effective date of termination. Further, in the event the DEPARTMENT provides code violation prosecution assistance at the request of the VILLAGE, such as depositions, court appearances, and related preparation, after the termination date of this Agreement, the VILLAGE shall be responsible for paying the COUNTY for such DEPARTMENT services at the rates set forth in this Agreement.
12. This Agreement shall be in full force and effect from 1 JAN, 2005 through 31 DEC, 2005 inclusive.
13. This Agreement may be extended for such period of time as shall be agreed upon by the parties in writing at least thirty (30) days prior to the expiration of the term of this Agreement or any extended term hereunder. In the absence of a written extension to or termination of this Agreement as contemplated above, the DEPARTMENT may, at its option, continue to provide services defined herein, and such services and the acceptance thereof by the VILLAGE, shall constitute an effective extension of this Agreement and its provisions until such time as either party terminates this Agreement as provided in Paragraph 11 above or the parties enter into a written extension as provided for in this paragraph.
14. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

15. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the County of Lake, by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and its Department of Planning, Building and Development Director and attested to by its Clerk and the Village of Lake Villa, by order of its Board has caused these presence to be executed by the President of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

Dated this ____ day of _____, A.D., 20__.

COUNTY OF LAKE:

By: _____
SUZI SCHMIDT, Chairman
Lake County Board

By: _____
Director, Department of Planning,
Building, and Development

Attest: _____
Willard R. Helander
County Clerk

Dated this ____ day of _____, A.D., 20__.

VILLAGE OF LAKE VILLA

By: *[Signature]*
[Signature], President
Board of Trustees

Attest: *Christine A. Aronson*
Deputy Village Clerk

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9. The DEPARTMENT Director, or the Lake County Building Official or the Chief Engineer, Engineering and Environmental Services Division, shall be the contact

person for receiving queries, complaints, and commendations of services performed under this Agreement. In the event of a dispute between the parties as to the extent of the duties and functions, and standards of performance, the discipline of personnel, and level or manner of performance pertaining to the operation of this Agreement, the determination thereof made by the DEPARTMENT shall be final and conclusive as between the parties hereto.

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IN WITNESS WHEREOF, the County of Lake, by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and its Department of Planning, Building and Development Director and attested to by its Clerk and the Village of Lake Villa, by order of its Board has caused these presence to be executed by the President of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

Dated this ____ day of _____, A.D., 20__.

COUNTY OF LAKE:

By:

SUZI SCHMIDT, Chairman
Lake County Board

By:

Director, Department of Planning,
Building, and Development

Attest:

Willard R. Helander
County Clerk

Dated this 10 day of FEB, A.D., 2005.

VILLAGE OF LAKE VILLA

By:

[Signature]
Mayor, President
Board of Trustees

Attest:

Christine A. Aronson
Deputy Village Clerk