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Don J. King
Sangamon County Clerk

PAMPHLET CONTAINING
ORDINANCE NO. 2024-07

AN ORDINANCE OF THE VILLAGE OF WILLIAMSVILLE, ILLINOIS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE COUNTY OF SANGAMON, ILLINOIS REGARDING
ENFORCEMENT OF THE INTERNATIONAL BUILDING CODE

This pamphlet published Sept. 23, 2024.
by authority of the Board of Trustees,
Village of Williamsville, Illinois.

Karen Winger, Village Clerk

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Sangamon County
Building & Zoning

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND Williamsville

THIS AGREEMENT is entered into on this 23 day of Sept., 2024, by and between the County of Sangamon, Illinois, ("the County") and Vlg of Williamsville an Illinois municipal corporation, located in Sangamon County, Illinois.

WITNESSETH:

WHEREAS, Section 1.0 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act (5/ILCS 220/3) both contemplate and support joint agreements by and between municipalities and other local governmental bodies; and

WHEREAS, both Sangamon County ("the County") and Williamsville have adopted the International Building Code; and

WHEREAS, the County has the staff and resources to enforce the Code through its Building and Safety Department ("Department"), but the Requesting Entity lacks the staff and resources to enforce the Code; and

WHEREAS, Williamsville (hereinafter "Requesting Entity") has made a formal request to the Sangamon County Department of Building and Zoning seeking assistance, as allowed; and

WHEREAS, the County of Sangamon agrees to provide assistance, through the Department, as described below in this Agreement.

NOW, THEREFORE, pursuant to the constitutional and statutory authority identified above, in recognition of the compelling reasons outlined in this Agreement, the County and the Requesting Entity hereby agree as follows:

1. Recitals. The parties acknowledge the accuracy of the foregoing recitals which are incorporated herein by reference and are made a part of this Agreement.

2. Description of Services. The parties agree that, in return for compensation by the Requesting Entity specifically outlined below as related to the specific request related to the services required, Department will provide the following service(s) to the requesting entity:

(Check all that apply)

A. X **Residential Inspections and Permitting.** The County of Sangamon, through the Department, shall process all residential permit applications and conduct all inspections related thereto upon referral by the Requesting Entity. After consultation with the Requesting Entity, the County shall have the authority to determine whether a residential property is in compliance with the International Building Code. The County shall be entitled to keep all fees generated pursuant to this agreement. The Department shall report to the Requesting Entity each time a building application is approved, providing the address of the building, owner(s) name(s), and summary description of the building or other structure on the property to be erected or remodeled.

B. X **Commercial Inspections and Permitting.** The County of Sangamon shall process all commercial permit applications and conduct all inspections related thereto upon referral by the Requesting Entity. After consultation with the Requesting Entity, the County shall have the authority to determine whether a commercial property is in compliance with the International Building Code. The County shall be entitled to keep all fees generated to this agreement. The Department shall report to the Requesting Entity each time a building application is approved, providing the address of the building, owner(s) name(s), and summary description of the building or other structure on the property to be erected or remodeled.

C. _____ **Property Maintenance Code Violations.** If the parties have agreed to the services described herein under either 2A or 2B, the County of Sangamon may also enforce the International Property Maintenance Code for the Requesting Entity. After consultation with and upon the invitation of the Requesting Entity, the County shall have the authority to determine whether any property is in violation of the Code. Prior to the performance of any requested inspection, the undersigned parties shall agree on the inspection fee of _____, and the Requesting Entity shall pay the agreed fee to the County upon completion of the inspection. If a

property is declared to be a dangerous building and the property owner fails to comply with notice provisions within the time given, a separate agreement between the undersigned entities for any expenses related to the demolition of said building will be required before the County will proceed with any part of the demolition process. If the Requesting Entity fails to make any payment due the County under this Intergovernmental Agreement within forty-five days of the rendering of the services related to the charge, the Requesting Entity agrees to pay the County all costs and expenses, including all court costs, litigation expenses, and reasonable attorney's fees, incurred by the County in attempting to recover money due the County under this Intergovernmental Agreement.

- 3. This Agreement may be executed in counterparts.
- 4. This agreement is terminable at will by either party upon 10 days written notice to the other.
- 5. The Requesting Entity agrees to indemnify, defend, and hold harmless the County and its officers, employees, and agents from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgements and awards, and costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, or related in any way to, this Intergovernmental Agreement. The provision of this section shall survive termination or expiration of this Intergovernmental Agreement.

IN WITNESS WHEREOF, County and the Requesting Entity hereto have caused this Agreement to be made effective and executed by their respective duly authorized officials.

COUNTY OF SANGAMON, ILLINOIS

Village of Williamsville
(Requesting Entity)

By: [Signature]

By: _____

Date: Sept. 23, 2024

Date: _____