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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION SERVICES  
**AGENDA:** JULY 7, 2022 REGULAR VILLAGE BOARD MEETING  
**DATE:** JULY 1, 2022

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**ISSUE**

Shall the Village Board approve a Resolution authorizing execution of an intergovernmental agreement for building inspection services.

**DISCUSSION**

Over the years the Community Development Department has been challenged attempting to provide building inspection services while staff is ill for extended periods of time or on vacation. As you know, the Village has a single individual, Chris Hecklinger, providing building inspection and plan review services for the Village. When he is sick or desires to use vacation time we scramble to reschedule or, if practical, delay inspections. Prior and during the pandemic this approach worked but the number of inspections is growing and we can no longer rely on an ad hoc approach to covering inspections during absences. Providing no inspections during our inspector's absence has never been an option.

In the past we have relied on the availability of inspectors from neighboring communities to fill-in on an as-needed basis during Chris' absences. While this has served to complete essential inspections, the variety of personnel doesn't lend itself to consistency.

We approached one of our neighbors who has helped us in the past to establish a more formal arrangement for stand-in inspection services. The City of Batavia Community Development Department has provided us with inspection services on emergency basis in the past and is willing to provide "emergency" inspection services in the future and desires a formal agreement to that effect.

The agreement will provide both parties more certainty when the need arises.

**ATTACHMENTS**

- Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Batavia regarding Building Inspection Services.

**COSTS**

The Village agrees to reimburse the City of Batavia for the cost of their employee performing inspection services on behalf of the Village of Sugar Grove.

**RECOMMENDATION**

Village staff recommends the Village Board approve the Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Batavia regarding Building Inspection Services.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**RESOLUTION NO. 2022-0707C**

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**A Resolution Authorizing Execution of  
An Intergovernmental Agreement Regarding Building Inspection Services**

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Adopted by the Board of Trustees and President of the Village of Sugar Grove  
this 7<sup>th</sup> day of July 2022

Published in Pamphlet Form by authority of the Board of Trustees of the Village of Sugar Grove, Illinois  
this 7<sup>th</sup> day of July 2022

**RESOLUTION NO. 2022-0707C**

**A Resolution Authorizing Execution of  
An Intergovernmental Agreement Regarding Building Inspection Services**

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**WHEREAS**, the Village of Sugar Grove (the “Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

**WHEREAS**, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Corporate Authorities of the Village find that the Intergovernmental Agreement Between the Village of Sugar Grove and the City of Batavia Regarding Building Inspection Services is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Illinois, as follows:

**SECTION ONE: AUTHORIZATION TO EXECUTE**

That the Village President and Village Clerk are hereby authorized and directed to execute the Intergovernmental Agreement Between the Village of Sugar Grove and the City of Batavia Regarding Building Inspection Services, attached hereto as **Exhibit A**.

**SECTION TWO: EFFECTIVE DATE**

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 7<sup>th</sup> day of July 2022.

ATTEST:

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Jennifer Konen,  
President of the Board of Trustees

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Alison Murphy,  
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Heidi Lendi	___	___	___	___
Trustee Michael Schomas	___	___	___	___
Trustee Ryan Walter	___	___	___	___
Trustee James White	___	___	___	___

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BATAVIA AND THE  
VILLAGE OF SUGAR GROVE  
FOR BUILDING INSPECTOR SERVICES**

THIS AGREEMENT made and entered into this \_\_\_ day of July, 2022, by the City of Batavia, Kane County, Illinois, hereinafter referred to as “Batavia” and the Village of Sugar Grove, hereinafter referred to as “Sugar Grove”.

WHEREAS, both parties are municipalities serving their respective communities with community development departments that include permitting, inspecting and related services for the benefit of the public (hereinafter the “Municipal Services”); and

WHEREAS, staffing issues sometimes occur that cause delays in the provision of the Municipal Services; and

WHEREAS, the parties hereto desire to cooperate with each other to share a building inspector for temporary periods as needed and available.

WITNESSETH:

That BATAVIA and SUGAR GROVE, for the consideration stated herein, agree as follows:

1. **LEGAL BASIS.** This Agreement is executed pursuant to the provisions of the Intergovernmental Cooperation Act, Illinois Compiled Statutes, 5 ILCS 220/3, *et seq.*, and the Sugar Grove Code, Illinois Compiled Statutes, 70 ILCS 1325/1, *et seq.* It is the intention of the parties to exercise to the fullest extent permitted by law the authority granted them under those provisions.

2. **PURPOSE.** The purpose of this Agreement is to formalize an agreement to share a building inspector as needed by one municipality and as available to provide for timely building inspections in each community.

3. **TERM OF AGREEMENT.** This Agreement shall take effect from and after approval by the respective corporate authorities and execution of the Agreement for a period of one (1) year beginning July 1, 2022, and ending June 30, 2023, and the Agreement shall renew for one (1) year periods thereafter unless and until one of the parties shall give the other party notice in writing to terminate. Upon such notice, the Agreement shall terminate immediately, subject to any scheduled sharing of a building inspector

4. **PROCEDURES.** BATAVIA and the SUGAR GROVE each agree that the authorized agents of each party are hereby granted authority to request and authority to provide a building inspector to the other party upon request for periods of time that are scheduled ahead of time as the parties agree, subject to the determination of availability by the authorized agent.

5. **AUTHORIZED AGENTS.** The authorized agent of Batavia shall be the Community Development Director or his designee, and the authorized agent of Sugar Grove shall be the Community Development Director or his designee.

6. **EMPLOYMENT.** The building inspector(s) employed by one party and shared with the other party shall remain the employee(s) of the party sharing the employee. The usual and customary terms of

employment and benefits shall apply. The employee shall continue to be covered by his/her employers' health insurance, workers compensation, and other insurance and benefits.

7. **SUPERVISORY AUTHORITY**. The employee being shared with the other party shall answer to the Authorized Agent of the other party during the time in which the employee is scheduled by the parties to perform building inspections and shall communicate directly with the authorized agent of the requesting party during that time. The requesting party may require the employee to apply and follow the code, regulations, processes and rules of the requesting party in performing the inspections.

8. **LIMITATIONS**. The requesting party shall be limited in the use of the shared employee only to times that have been requested and agreed with the Authorized Agent of the non-requesting party and scheduled in advance, subject to the determination of the availability of the employee by the Authorized Agent of the non-requesting party. The parties understand and acknowledge that the non-requesting party has sole discretion to determine whether and for what periods of time an employee shall be available for inspections by the requesting party, subservient to the non-requesting party's own needs and requirements.

9. **COMPENSATION**. The requesting party shall compensate the non-requesting party based on the gross value of the compensation due to the employee for the pay period in which the employee is scheduled to work for the requesting party prorated by the time the employee is unavailable to the non-requesting party compared to the total number of hours the employee works during that pay period. In addition to the pro-rata calculation of the compensation paid to the employee, the requesting party shall pay the non-requesting party mileage for the use of a municipal vehicle and expenses incurred during the time period in which the employee is shared with the requesting party. The non-requesting party shall determine the compensation that is due by the requesting party after the pay period has ended and provide a written statement to the requesting party, and the requesting party shall pay the non-requesting party within thirty (30) days of written statement.

10. **NO REPRESENTATIONS**. The non-requesting party makes no representations of the quality of the inspections, diligence, or any other matter in respect to the employee who is shared with the requesting party.

11. **INDEMNIFICATION**. The requesting party hereby agrees to indemnify, hold harmless, and defend the non-requesting party for, from and against any and all claims, liabilities, causes of action and damages for injuries or damage to property arising from, in connection with or in relation to the services provided by the shared employee to the requesting party, including any injuries or property damage caused by or suffered by the shared employee, in the course of providing services to the requesting party.

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to each of them, have caused this agreement to be executed on the day and year first above written.

**BATAVIA:**  
CITY OF BATAVIA

ATTEST:

BY: \_\_\_\_\_

Its \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

**SUGAR GROVE:**  
VILLAGE OF SUGAR GROVE

ATTEST:

BY: \_\_\_\_\_

Its \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_