

RESOLUTION 2009-93

10-14-09

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL , POLICY
AND LEGAL COMMITTEE AUTHORIZING ENTERING INTO A CONTRACT
WITH THE VILLAGE OF MT. PLEASANT IN REGARD TO BUILDING
INSPECTION SERVICES FOR 2010**

WHEREAS, the Village of Sturtevant and the Village of Mt. Pleasant have been both seen a decrease in construction activity due to the economic recession and this decrease is expected to continue in 2010; and

WHEREAS, it would be in the best interests of both villages to share the costs of building inspectors during 2010.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a contract with the Village of Mt. Pleasant, for building inspection services for as set forth in exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 20th day of October, 2009.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary A. Cole, Village Clerk

EXHIBIT A

CONTRACT FOR BUILDING INSPECTION SERVICES

10-20-09

This contract entered into the _____ day of _____ 2009 by and between the Village of Sturtevant, Wisconsin (hereinafter referred to as Sturtevant) and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as Mt. Pleasant) and for good and valuable consideration, pursuant to Section 66.0301 Wis. Stat., the parties agree as follows:

1. That **MT. PLEASANT** shall provide to **STURTEVANT** building inspection services on an hourly rate of \$55.00/ hour. The \$55.00 / hour rate shall cover all costs including labor, travel and miscellaneous costs. The **MT. PLEASANT** building inspectors shall perform the duties of a building inspector for Sturtevant as set forth in Chapter 14 of the Code of Ordinances of the Village of Sturtevant. All **MT. PLEASANT** building inspectors performing work under this contract shall have all proper state certifications for the work being performed.
2. Regardless of the actual hours of service provided to **STURTEVANT**, **STURTEVANT** shall pay to **MT. PLEASANT** a guaranteed annual fee of \$23,100 representing 420 hours of service. If the hours of service exceed 420 hours, **STURTEVANT** shall pay for the additional hours at the rate of \$55.00/ hour. The **MT. PLEASANT** building inspectors shall track the time that they spend providing services to **STURTEVANT**. **MT. PLEASANT** shall invoice **STURTEVANT** on a monthly basis for 1/12 of the guaranteed annual fee (\$1,925). All monthly bills shall include a listing of the hours spent on **STURTEVANT** services. All bills shall be paid within 30 days. If at the end of 2010, if the total hours exceed 420, the final bill shall include the charge for the hours in excess of 420 along with the bill for 1/12 of the guaranteed annual fee. **STURTEVANT** shall pay the guaranteed fee regardless of the amount of building permit fees that it collects.
3. **STURTEVANT** shall officially appoint the **MT.PLEASANT** building inspectors as **STURTEVANT'S** building inspectors for the purpose of carrying out the duties, responsibilities and enforcement set forth in Chapter 14 of the Code of Ordinances of the Village of Sturtevant
4. The term of this contract shall begin January 1, 2010 and shall continue until December 31, 2010. Either party may terminate this contract at any time, for cause, by giving the other party 90 days written notice. Upon termination of this contract, **STURTEVANT** shall pay for all services up to the date of termination at the rate described above.

5. Each party agrees to indemnify, defend, and hold harmless the other party and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of the indemnifying party or its officials, officers, or employees relating to the services described in this contract.

6. The income, including all building permit fees, generated by the building inspection services shall belong to **STURTEVANT**.

Dated this ____ day of _____, 2009.

VILLAGE OF MT. PLEASANT

VILLAGE PRESIDENT

Attest:

Village Clerk

VILLAGE OF STURTEVANT

VILLAGE PRESIDENT

Attest:

Village Clerk