

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. 1304

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
BEECHER AND THE BEECHER FIRE PROTECTION DISTRICT FOR
ENFORCEMENT OF THE BUILDING AND FIRE PREVENTION CODES**

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois (the "Village"), are authorized by the "Intergovernmental Cooperation Act" (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and the Beecher Fire Protection District (the Fire District") have had a long term working relationship for the benefit of the residents of the Village and the Village and Fire District seek to coordinate and share the enforcement of the Building and Fire Prevention Codes; and

WHEREAS, the Village have been advised that it is in their best interests to enter into an intergovernmental agreement with the Fire District, which is a public agency pursuant to 5 ILCS 220/2, to coordinate and share the enforcement of the Building and Fire Prevention Codes; and

WHEREAS, the Village having reviewed the Illinois Compiled Statutes, as amended from time to time, the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with the Fire District to coordinate and share the enforcement of the Building and Fire Prevention Codes.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled "AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER FIRE PROTECTION DISTRICT REGARDING THE ENFORCEMENT OF BUILDING AND FIRE PREVENTION CODES" by and between the Village of Beecher and the Beecher Fire Protection District, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

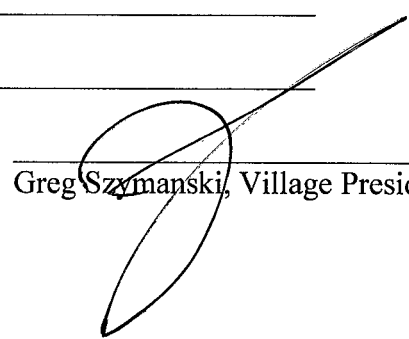
PASSED and APPROVED this 24th day of Mar, 2018.

Yeas: 6

Nays: 0


Abstain: 0

Present: 0



Greg Szymanski, Village President

ATTEST:



Janet Conner, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BEECHER AND
THE BEECHER FIRE PROTECTION DISTRICT
REGARDING THE ENFORCEMENT OF BUILDING AND
FIRE PREVENTION CODES**

This Intergovernmental Agreement is made and entered on the last date set forth next to the signatures of the Village of Beecher, Illinois (the "Village") and the Beecher Fire Protection District (the "Fire District") (collectively the "Parties"), that have approved this Agreement in the manner provided by law.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance"; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred and enjoyed jointly with any other public agency of the State except where specifically and expressly prohibited by law; and

WHEREAS, the Parties are both public agencies as defined by state statute; and

WHEREAS, the Village of Beecher and the Beecher Fire Protection District both possess the power to establish regulations regarding fire protection and fire safety within their respective boundaries; and

WHEREAS, the governing bodies of both the Village and the Fire District desire to coordinate their enforcement of the legally adopted Building and Fire Prevention Codes to the greatest extent possible; and

WHEREAS, the Village is desirous of sharing its powers of Code enforcement with the Fire District.

COVENANTS

NOW, THEREFORE BE IT AGREED between the Village of Beecher and the Beecher Fire Protection District, as follows:

SECTION ONE:

A. The Fire District agrees to make inspections of existing commercial, institutional, industrial and multi-family buildings having common interior areas and/or three or more dwelling units as requested by the Village to enforce the provisions of the Village's Fire Prevention Code and those portions of the Village's Building Code relating to fire safety and/or

life safety, and any and all amendments or revisions hereto, within the common boundaries of the Village and the District.

B. The District shall, upon the request of the Village, perform such inspection services and provide all equipment that may be necessary for the performance of such inspections and the proper enforcement of the Village's Fire Prevention Code and those portions of the Village's Building Code relating to fire safety and/or life safety, within the common boundaries of the District and the Village.

C. The Village shall make available to the District all available plans, specifications and such other data and information in the possession of the Village as may be necessary for the performance of the District's inspection services under this Agreement.

D. The Village shall make reasonable arrangements with the District to assist the District in the performance of the inspection services provided for herein.

E. The number of inspections required at any time, the inspection assignment and the shifts to be worked shall be determined by the District. No person performing inspection or other services hereunder at the direction of the District shall be deemed to be an employee of the Village as a result of the performance of such services.

F. All inspections by the District provided for in this Agreement shall only be performed to the extent the District is able to do so and has the necessary resources.

SECTION TWO: The Village and Fire District shall coordinate their enforcement activities as they relate to matters concerning the construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures within the Village and shall apply these efforts to existing or proposed buildings and structures.

SECTION THREE: It shall be the responsibility of the Village to issue building permits, collect fees pertaining to building construction, issue stop work orders, post structures, maintain inspection reports and issue certificates of use and occupancy. Any legal fees connected with the enforcement of the Building Code shall be assumed by the Village.

SECTION FOUR: The Village shall be responsible for the administration and enforcement of the International Building Code 2015 as amended, and further be responsible for providing the Fire District with one copy of all approved building plans of all non-residential buildings.

SECTION FIVE: The Fire District will assist with the administration and enforcement of the International Fire Code 2015 as amended. Any legal fees connected with the enforcement of the Fire Prevention Code shall be assumed by the Village.

SECTION SIX: The Fire District agrees to provide written comments for the plan review within seven (7) days of receipt of the original plans from the Village and inspection

services for the Village for the Sections of the International Building Code 2015 pertaining to the following:

1. Fire Department Access
2. Special Hazards
3. Flammable and Combustible Liquids
4. Fire Protection Systems
5. Means of Egress

SECTION SEVEN: The Village shall not issue a final Certificate of Occupancy until it receives a final inspection report from the Fire District, which shall be forwarded to the Village within 48 hours of the request for final inspection. All violations of the approved plans and permit shall be noted and it shall be the responsibility of the Village to notify the holder of the permit of any discrepancies.

SECTION EIGHT: The Village and Fire District agree that any dispute regarding this agreement (not specific Code issues) which has not been resolved by staff, shall be resolved by a meeting between the Village President and the President of the Fire District at a mutually agreed-to time and location.

SECTION NINE: Changes in the International Building Code 2015 as amended or the International Fire Code 2015 as amended, as they relate to this Agreement, shall only be made with the concurrence of the other party and legally adopted by an amending ordinance.

SECTION TEN: The Village Administrator or designee shall be responsible for administering and enforcing this agreement.

SECTION ELEVEN: The Fire District shall identify its Code Official and designee who is responsible for administering this agreement.

SECTION TWELVE: The Inspection Form to be utilized by the Fire District for annual inspections is hereby attached as Exhibit B. Any additional or updated forms used by the District for its annual inspection s shall be provided to the Village for review prior to use.

SECTION THIRTEEN: This intergovernmental agreement may be terminated by either party hereto by the giving of thirty (30) days written notice to the governing body of the respective local government unit. This Agreement shall be in full force and effect after its passage by the Village Board of Trustees and by the Fire District Board of Trustees and the affixing of the signatures of the appropriate officials of those parties to this agreement.

SECTION FOURTEEN: To the extent permitted by law, the District agrees to hold harmless, indemnify and defend the Village from any and all claims, demands, liabilities, and suits in law or equity that may arise from or out of the District's performance of this Agreement. The Village agrees to hold harmless, indemnify and defend the District from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the Village's performance of this Agreement. Nothing in this paragraph shall be deemed a waiver by either

party of its right to claim or assert statutory and common law immunities as to third parties. The indemnification provisions herein shall extend to the parties and their officers, employees and agents.

SECTION FIFTEEN: This Agreement shall be binding upon and inure the benefit of any successor governmental legal entity that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

SECTION SIXTEEN: The invalidity of any provision of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, provisions severed or modified by the court shall not affect the validity of enforceability of the remaining provisions hereof.

SECTION SEVENTEEN: This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties.

SECTION EIGHTEEN: This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

SECTION NINETEEN: All notices hereunder shall be in writing and must be served with personally or registered or certified mail to:

- a. Village at: Village of Beecher
625 Dixie Highway
Beecher, IL 60401
Attention: Village Administrator
- b. District at: Beecher Fire Protection District
711 Penfield St.
Beecher, IL 60401
Attention: Fire Chief
- c. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

SECTION TWENTY: This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization, have executed this Agreement on the dates shown below.


APPROVED:

Village of Beecher

By:


Village President

Attest:


Village Clerk

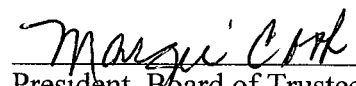
Dated:

3-25-19

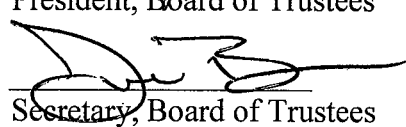
APPROVED:

Beecher Fire Protection District

By:


President, Board of Trustees

Attest:


Secretary, Board of Trustees

Dated:

3-28-19

Inspection Form



Beecher Fire Protection District

711 Penfield Street P.O. Box 759 Beecher, IL 60401
708.946.6585 ~ Fax 708.946.3723



Name of Occupancy	Date	Occupancy ID#
Address	Phone#	
Affiliated Person	Phone#	

1. OUTSIDE		Arrangement	2.8	EXTENSION CORDS		8. SPRINKLER SYSTEM	
FD CONNECTION		FIRE WALLS		Condition	4.8	Test Certificate	8.1
Accessible	1.1	Condition	2.9	Improper Use	4.9	Valves Acces/Oper.	8.2
Swivels Working	1.2	Penetration	2.10	EMERGENCY LIGHTS		Labeled	8.4
Caps & Plugs	1.3	STORAGE	2.11	Coverage	4.10	Spare Heads	8.4
PARKING		Condition	2.12	Install	4.11	Wrench	8.6
Fire Lane Access	1.4	Height	2.13	Not Working	4.12	Room Condition	8.7
EXITWAYS		Housekeeping	2.14	EXIT SIGNS		FIRE PUMP	
Clear	1.5	CEILING		Install	4.13	Test Certificate	8.8
Level	1.6	Condition	2.15	Not Working	4.14	BACKFLOW	
Lead to Open Area	1.7	Continuous Ceiling	2.16	5. Flammable Liquid		Test Certificate	8.9
GAS METERS		COMPRESS. GAS		Storage	5.1	9. FIRE ALARM	
Labeled	1.8	Cylnd. Chained	2.17	Dispensing	5.2	Test Certificate	9.1
Protection	1.9	3. HVAC EQUIPT		No Smoking Signs	5.3	FACP PANEL	
ELECTRICAL MTRS.		Access	3.1	Class B Fire Ext	5.4	Condition	9.2
Labeled	1.10	Shut Offs	3.2	6. ELEVATORS		Clear/No Trouble	9.3
Protection	1.11	Inspect. Cert.	3.3	Test Cert.	6.1	Pull station/AV Working	9.4
ADDRESS		Clear of debris	3.4	Firefighter Service	6.2	10. KITCHEN	
Visible from Street	1.12	Labeled	3.5	Debris in pit	6.3	K Class Ext.	10.1
HYDRANT		DUCTS		Drop/Lunar Key	6.4	Exhaust hood Clean	10.2
Location	1.13	Fusible Link	3.6	MACHINE ROOM		Test Certificate	10.3
Obstruction	1.14	Condition	3.7	No storage	6.5	11. Key Box	
2. INSIDE		Access Marked	3.8	Machine labeled	6.6	Keys work in doors	11.1
EXITWAYS		4. Electrical		Disconnects Labeled	6.7	Location	11.2
Proper #	2.1	CONTROL PANEL	4.1	Emergency Phone	6.8	12. SPECIAL	
Obstructed	2.2	Access	4.2	7. FIRE EXT.		Occupant Load Sign	12.1
Door Swing	2.3	Labeled		Condition	7.1	Emergency Info.	12.2
Locks	2.4	CIRCUITS	4.3	Location	7.2	AED	
Panic Hardware	2.5	Labeled	4.4	4A60BC	7.3	Batteries	12.3
AISLES	2.6	Locks	4.6	Access	7.4	Pad Expiration	12.4
Proper Width	2.7	Unused Opening	4.7	Yearly Inspection	7.5		

I hereby authorize the Beecher Fire Protection District to make an inspection of the building located at the address indicated at the top of this form. You are hereby notified that upon inspection of the above premises, the violations indicated on the attached field correction notice have been found in violation of local fire codes. Because this condition is a fire hazard and would seriously hinder the proper handling of a fire by the Beecher Fire Protection District, and is also contrary to law, you are hereby notified that you must have these violations corrected immediately. A re-inspection shall be made within fifteen (30) days. Failure to correct the violations may result in the issuance of a formal citation with a penalty of not less than \$50.00 or more than \$1000.00, as well as other penalties of the violated ordinance, for each day the prohibited conditions continue to exist. As well, failure to correct these conditions may nullify your insurance. I have received a copy of this notice of ordinance violation, and have read and understand its contents.

Owner/Occupant /Manager Signature

BFPD Fire Inspector

WHITE: Occupancy / YELLOW: Fire Prevention Bureau



BEECHER FIRE PROTECTION DISTRICT

711 PENFIELD STREET BEECHER, ILLINOIS 60401

PHONE: 708-946-6585 www.beecherfire.org



Dear Business Owner,

Starting in January 2019 we will be conducting **FREE** annual Fire Safety Inspections of your business. This is one of the lowest-cost resources available to protect your property and the lives of your employees that occupy your premises. Thanks to this inspection program, the residents and business owners within the Beecher Fire Protection District will continue to have an extremely low fire loss rating for a fire district of its size. The additional benefit is a lower overall property insurance rates compared to other villages and/or fire districts.

Whether your business is a small property, small retail store, low-rise apartment building, or an institutional campus with highly technical life-safety systems, your annual inspection helps you ensure that your property is in compliance with the Village of Beecher and/or Will County adopted Fire and Life Safety Codes and therefore national safety standards.

Our Fire Inspectors will check your building's exits, emergency lighting, exit signs, components of fire-resistive separation, and we also look at access roadways and fire lanes and testing maintenance records of fire-safety systems. We will also make sure there is an emergency evacuation plan in place.

If the crews find any conditions that violate village or county ordinance, they will notify you. If the conditions cannot be corrected on the spot, they will mark it on the form requesting that the condition is corrected as soon as possible. A re-inspection will be scheduled to confirm that the violation has been corrected within thirty (30) days of the initial inspection. No additional fee is charged for the first re-inspection.

Emergency Pre-Plan Walk-through

In addition to receiving an annual Fire Safety Inspection, many businesses and commercial occupancies in the Beecher Fire Protection District receive an annual Emergency Pre-Plan Walk-through. Crews from the fire station visit the facility to conduct pre-emergency planning. This ensures that their response is efficient and effective as possible in the event of an emergency. The inspection and this service are provided at no charge as well.

If you have any questions about the Fire Safety Inspection Program, please feel free to contact me at (708) 946-6585 or jfalaschetti@beecherfire.org. We thank you for your efforts in helping us keep the Village of Beecher, Washington Township and Will Township a safe place in which to work, live and visit.

Joseph M. Falaschetti Jr.

Fire Chief