

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


Resolution or Ordinance (Blue) Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : August 10, 2020 **(BOT) Date:** August 20, 2020

SUBJECT: First Amendment to the Agreement Between the Village of Lombard and Brycer, LLC In Regard to Fire Equipment Inspection Report Filing System

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

Your Board of Building Appeals (BOBA) reviewed the code change amendment relative to the Agreement between Village of Lombard and Brycer, LLC in regard to Fire Equipment Inspection.

Please place this item on the August 20, 2020 Village Board agenda for consideration of approval with a waiver of first. BOBA voted 4-0 to recommend approval.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.

MEMORANDUM

TO: Village of Lombard Board of Trustees
FROM: Perry Johnson, Fire Marshal 
DATE: August 5, 2020
SUBJECT: **Code Change to Amend the Agreement Between the Village of Lombard and Brycer, LLC In Regard to Fire Equipment Inspection Report Filing System.**

Currently the Village of Lombard and Brycer LLC has an agreement to charge a fee to provide a service to hold and receive our inspection reports from Fire Equipment Service contractors. This fee is currently \$12.00 per filing. This fee has changed to \$15.00 during the inception of this agreement and is now being updated to the proper amount.

The Ordinance is an agreement for an additional \$15.00 that Brycer will also collect from the contractors. This fee will come directly from Brycer to the Village on a quarterly basis (minus a 6 ½ % processing fee) for the administrative work that is being performed by Lombard Fire Prevention to review each filing from the contractors for compliance and correct information.

ACTION REQUESTED

Legal has reviewed this agreement and staff will be looking to place this item on the Village Board meeting agenda for consideration and approval. Lombard Fire recommends approval of both changes with the agreement between Brycer LLC and the Village of Lombard.

**FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD
AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT
INSPECTION REPORT FILING SYSTEM**

This FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT INSPECTION REPORT FILING SYSTEM (the "First Amendment") is entered into this 20th day of August, 2020, by and between the Village of Lombard, an Illinois municipal corporation ("Village") and Brycer, LLC, an Illinois limited liability company ("Brycer"). The Village and Brycer may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties entered into AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND BRYCER, LLC IN REGARD TO FIRE EQUIPMENT INSPECTION REPORT FILING SYSTEM, effective April 6, 2017 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement, so as to provide for a mechanism by which to collect, process and pay to the Village the Village's administrative fee related to processing and reviewing fire equipment inspection reports required by law to be filed by third party inspectors on behalf of certain property owners within the jurisdiction of the Village; and

WHEREAS, it is in the best interests of the Parties to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. That Paragraph 2 of the Basic Terms of the Original Agreement, titled "Fees", is hereby amended to read in its entirety as follows:

"Fees: Client shall not pay, nor shall Client be liable for, any fees for use of the Solution. Brycer will collect all fees due and payable to Brycer by third party inspectors in connection with activities relating to the Solution. The fee paid to Brycer by third party inspectors shall be \$12.00 per filing for the Initial Term of the Agreement and \$15.00 per filing for the first Renewal

Term. This fee may be increased by Brycer for any additional Renewal Term by providing the Client with 90 days prior written notice of its intent to increase the fee and the amount of the proposed fee increase. Within 45 days of receipt of a written notice of a fee increase, the Client shall either approve the proposed fee increase by ordinance, or inform Brycer of its intent to terminate the Agreement upon expiration of the Initial Term or Renewal Term, as the case may be. Fees shall not be increased during the Initial Term or any Renewal Term.

Additionally, Brycer shall collect any administrative fees charged by ordinance of the Client related to the filing of fire equipment inspection reports. Brycer shall remit to Client, on a quarterly basis, the amount by which the administrative fees due and payable to the Client by ordinance exceed the amount of fees due and payable to Brycer in connection with third party inspectors' use of the Solution. Brycer shall charge the Client a processing fee equal to 6.5% of the amount remitted to the Client on a quarterly basis under this Agreement, which shall be deducted by Brycer from the amount remitted to the Client on a quarterly basis. Brycer shall provide the Client with an accounting of the amount of fees remitted at the time the fees are remitted to the Client by Brycer."

2. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

3. This FIRST AMENDMENT shall be executed simultaneously in four (4) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

4. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Members executes this FIRST AMENDMENT, as set forth below.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Village and Brycer, pursuant to authority granted by the appropriate action of their corporate authority/governing board, have caused this FIRST AMENDMENT to be executed by their respective authorized representatives.

VILLAGE OF LOMBARD

BRYCER, LLC

By: _____
Keith Giagnorio
Village President

By: _____

President

ATTEST:

ATTEST:

Sharon Kuderna
Village Clerk

Secretary

Dated: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2020.

Notary Public

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 15, CHAPTER 150, SECTION 150.105(C)
OF THE LOMBARD VILLAGE CODE IN REGARD TO FIRE EQUIPMENT
INSPECTION REPORT FILING AND RECORD MAINTENANCE FEE**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That Title 15, Chapter 150, Section 150.105(C) of the Lombard Village Code, which makes modifications to the International Fire Code, 2012 Edition, is hereby amended by increasing the administrative fee paid for the filing and maintenance of fire equipment inspection reports to \$30.00, so that the paragraph of said section that deletes and replaces in its entirety Section 901.6.2 of the International Fire Code, 2012 Edition, shall read in its entirety as follows:

“Section 901.6.2 is deleted in its entirety and replaced with the following:

Records. Records of all fire protection and life safety systems and equipment inspections, tests, and maintenance required by this Code, State law and/or the standards referenced in Table 901.6.1, shall be maintained on the premises for a minimum of three (3) years, and shall be provided to the Fire Code Official by the property owner or the property owner’s agent electronically filing the inspection report through the Village’s fire inspection records management system. Once an inspection report is electronically filed as required by this Section and an administrative fee in the amount \$30.00 is paid by the property owner or the property owner’s agent to the Village’s third-party inspection records management vendor, the inspection report shall be reviewed by the Fire Code Official. Upon confirmation by the Fire Code Official that a property subject to inspection is in compliance with this Code, the Fire Code Official shall issue a certificate of compliance to the property owner or the property owner’s agent. The purpose of the administrative fee charged pursuant to this Section is to cover

the Village's internal and external administrative costs related to processing, reviewing and maintaining the filings required by this Section. Fire protection and life safety systems and equipment are identified as follows:

- (a) Fire Alarm;
- (b) Fire Sprinkler (wet, dry, or pre-action);
- (c) Engineered and Pre-Engineered Suppression Systems;
- (d) Fire Pump;
- (e) Commercial Kitchen Hood Suppression System; and
- (f) Active Smoke Control System"

SECTION 2: That Title 15, Chapter 150, Section 150.105(C) of the Lombard Village Code, which makes modifications to the International Fire Code, 2012 Edition, is hereby amended by increasing the administrative fee paid for the filing and maintenance of fire equipment inspection reports to \$30.00, so that the paragraph of said section that modifies Section 907.8.5 of the International Fire Code, 2012 Edition, shall read in its entirety as follows:

"Section 907.8.5 is amended by deleting the last sentence of said Section and adding the following to the end of said Section: **Records.** Records of all fire protection and life safety systems and equipment inspections, tests, and maintenance required by this Code, State law and/or the standards referenced in Table 901.6.1, shall be maintained on the premises for a minimum of three (3) years, and shall be provided to the Fire Code Official by the property owner or the property owner's agent electronically filing the inspection report through the Village's fire inspection records management system. Once an inspection report is electronically filed as required by this Section and an administrative fee in the amount \$30.00 is paid by the property owner or the property owner's agent to the Village's third-party inspection records management vendor, the inspection report shall be reviewed by the Fire Code Official. Upon confirmation by the Fire Code

Official that a property subject to inspection is in compliance with this Code, the Fire Code Official shall issue a certificate of compliance to the property owner or the property owner's agent. The purpose of the administrative fee charged pursuant to this Section is to cover the Village's internal and external administrative costs related to processing, reviewing and maintaining the filings required by this Section. Fire protection and life safety systems and equipment are identified as follows:

- (a) Fire Alarm;
- (b) Fire Sprinkler (wet, dry, or pre-action);
- (c) Engineered and Pre-Engineered Suppression Systems;
- (d) Fire Pump;
- (e) Commercial Kitchen Hood Suppression System; and
- (f) Active Smoke Control System"

SECTION 3: All ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 4: That if any part or portion of this Ordinance shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Ordinance.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this ____ day of _____, 2020.

First reading waived by action of the Board of Trustees this ____ day of _____, 2020.

Passed on second reading this ____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2020.

Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Sharon Kuderna, Village Clerk