

**Independent Contractor Agreement  
Between  
Building Inspector and Zoning Administrator  
and  
The Village of North Hudson**

**A. Parties to the Agreement**

1. This Independent Contractor Agreement, hereinafter referred to as the “Agreement”, is between the Village of North Hudson, 400 7<sup>th</sup> Street N., Hudson, Wisconsin, 54016, a municipal corporation located within the county of St. Croix and state of Wisconsin, hereinafter referred to as the “Village”, and Brian Wert Inspection Agency, Inc. hereinafter referred to as the “Contractor”.

**B. Term of the Agreement**

1. This Agreement is for the period January 1, 2017 through December 31, 2017.

**C. Contractor is an independent contractor**

1. The Village and the Contractor mutually agree and attest that the Contractor is an independent contractor as the term is generally understood for purposes of federal labor and tax law compliance. As further affirmation of this understanding the parties agree that:
  - i. The Contractor is not an employee of the Village.
  - ii. The Contractor, by the very nature of his business, can earn a profit or suffer a loss from providing the types of services provided for in this Agreement.
  - iii. The Contractor is a registered corporation in the state of Wisconsin and the Contractor has a government issued Employer Identification Number.
  - iv. The Contractor is a licensed building inspector; said license issued by the state of Wisconsin, number 70609.
  - v. During the term of this Agreement, the Contractor is free to work for other municipalities, or any other entity, requiring similar services as those provided for in this Agreement.
  - vi. The Contractor is responsible to provide all tools, supplies, and materials required to provide the services referenced in this Agreement, with the exception of Village stationery as referenced in section H. 3. of this Agreement.
  - vii. The Contractor is free to determine the means and method of providing the services described in this Agreement, subject only to the applicable state of Wisconsin statutes governing the work performed by all building inspectors.
  - viii. The Contractor is required to carry all personal, business, workers compensation, social security, unemployment compensation, and liability insurance.
  - ix. The Contractor has been in the business of providing the types of services described in this Agreement for several years and has created advertising and marketing materials in support of this business.

- x. The Contractor is solely responsible for the selection and payment of any assistants, sub-contractors, or employees he may elect to utilize in the performance of delivering the services provided for in this Agreement.
- xi. The Contractor will provide the Village with his federal employer I.D. number.
- xii. The Contractor is free to establish his own hours of work, with the expectations specified below:
  - a. Contractor will be available for Village staff and/or residents in person or via phone during normal business hours. The Contractor will provide the Village with a phone number reachable during the hours of 7:00 AM through 5:00 PM
  - b. When the Contractor is away from the office or unavailable to respond to a call, the Contractor will return all such calls within one business day.

**D. Status of the relationship between the Village and the Contractor**

- 1. While performing the services specified in this Agreement, the Contractor is an agent of the Village by virtue of the Village having adopted the state Uniform Dwelling Code (UDC) and having delegated the responsibility for the administration and enforcement of Chapter 14 of the Village of North Hudson, Municipal Code to the Contractor. Said responsibility is delegated to the Contractor by the Village to enable the Village to comply with Wisconsin Statutes 101.65 and 101.76.

**E. Contractor confirmation of qualifications**

- 1. By affixing his signature to this Agreement, the Contractor attests that he is the current holder of a valid building inspector license(s) issued by the state of Wisconsin and that he is authorized and licensed to perform the following types of residential and commercial (building related) inspections: construction, electrical, plumbing, and HVAC.
- 2. Failure by the Contractor to maintain any of the aforementioned licenses shall constitute cause for the Village to terminate this Agreement immediately, or make other arrangements with the Contractor, at the sole discretion of the Village.
- 3. By virtue of the Contractor's qualifications as a Building Inspector and prior experience with other municipalities, Contractor attests that he is qualified to act as the Village Zoning Administrator.

**F. Purpose of the Agreement and the role of the Contractor**

- 1. As the Building Inspector, the Contractor is retained by the Village for the purposes of administering and enforcing Chapters 14 and, and to a lesser degree, Chapter 98 of the Village Municipal Code, and to ensure that the Village maintains compliance with the state of Wisconsin Uniform Dwelling Code (UDC) as defined in Chapters Comm 20-25.
- 2. As the Zoning Administrator, the Contractor is retained by the Village to provide enforcement of established zoning regulations.

**G. Services to be provided by the Contractor**

As the Building Inspector

1. Contractor will review and issue a building permit for: a.) all buildings and additions thereto; b.) wrecking or razing, c.) moving of a building, and/or d.) occupancy of new structures or changes of use, consistent with provision of the Village’s Municipal Code, Chapter 14. In providing such services, Contractor will ensure that all permits are complete and accurate prior to issuance. All approved permits will be delivered or mailed to the property owner within one business day after said permit is approved. The Contractor may give the property owner verbal approval to precede with construction, however, this does not release the Contractor from his responsibility of delivering the approved permit to the property owner in a timely manner as defined above.
2. The Contractor will conduct inspections for all building permits issued. The number of inspections for each building permit issued will be determined by the Contractor based on the nature of the project in question and in conformity with acceptable building inspection standards, e.g., new home construction may require 6 to 9 inspection visits whereas a small project, such as a deck, may require only one or two visits by the Contractor.
3. As needed, the Contractor will consult with the requestor of a building permit to resolve any conflicts and obtain any information needed prior to the issuance of a building permit. The Contractor is expected to take all reasonable actions needed prior to issuance of the permit to ensure that the proposed construction meets all applicable building codes.
4. The Contractor will maintain a written, up-to-date record of all building permits issued and an accurate record of each inspection for each permit issued, including any applicable notes. The issuance of Certificates of Occupancy will be provided to the property owner in a timely manner consistent with Chapter 14-59 (a).
5. The Contractor will accurately and on a monthly basis file all building permit related records with the appropriate state agency.
6. The Contractor may revoke permits issued, or issue a stop work order, as provided for in the Village’s Municipal Code, Chapter 14.
7. The Contractor will provide the Village Administrator with a monthly report summarizing the issuance of building permits. Said report will include, at a minimum, the following information:

<u>Type of permit</u>	<u># issued</u>	<u>Address or parcel #</u>
A. New single or two-family dwelling permits		
B. All other permits		
8. The Contractor will provide the Village, or its Committees, with periodic recommendations for changes to Chapter 14 of the Municipal Code. Contractor will inform the Village of the need for changes in its Municipal Code whenever the state of Wisconsin changes the UDC statute, thereby necessitating a change in the Village’s Municipal Code.
9. When acting within the scope of this Agreement necessitating written correspondence, the Contractor will prepare and issue such correspondence, copying the Village Administrator and/or Village Attorney on such correspondence as appropriate.

As the Zoning Administrator

1. *In general.* Contractor will provide advice, counsel, record keeping, and enforcement actions for the Village, its Committees, and staff on all matters relating to zoning administration and enforcement.
  - i. The Contractor, when acting as the Zoning Administrator, shall be responsible and authorized to enforce all applicable provisions in the Village Municipal Code, Chapters 14, 34, 42, 86, and 98.
  - ii. In addition to the responsibilities and authority described above, the Contractor shall also be responsible for monitoring and inspection of approved conditional use permits. To assist the Contractor, the Village will provide the Contractor with copies of approved conditional use permits.
    - a. If the Contractor requires the assistance of the Village engineer or the Village attorney to assist in the monitoring of an approved conditional use permit, such assistance must be approved in advance by the Village Administrator.
    - b. The Contractor is the only person authorized to issue a written or verbal report regarding the status of an approved conditional use permit.
    - c. When acting within the scope of this Agreement necessitating written correspondence, the Contractor will prepare and issue such correspondence, copying the Village Administrator and/or Village Attorney on such correspondence as appropriate.
  
2. *Advice, counsel, and support for the Plan Commission*
  - i. Attend Plan Commission regular and public hearing meetings as requested to provide advice and recommendations on all zoning related matters that may appropriately come before this Commission. Contractor may be requested to attend Board of Trustees meetings for informational purposes in support of recommended Plan Commission actions.
  - ii. Zoning districts. Provide on-going advice and counsel regarding the criteria and definition for the various zoning districts located throughout the Village. The Contractor is expected to periodically provide recommended changes/modifications to zoning districts as warranted or requested.
  - iii. Zoning maps. The Contractor will initiate and ensure that all zoning maps are updated whenever zoning district boundaries are changed.
  - iv. Requests for re-zoning. Notwithstanding any initial information that may be provided by the Village Clerk, the Contractor will personally advise applicants requesting re-zoning information about the procedures, documentation, and timetables associated with a re-zoning request. Contractor will review applicant's documentation and recommend appropriate action to the Plan Commission

consistent with established zoning regulations and the materials submitted by the applicant.

- v. Setback requirements. Review plans and drawings associated with new construction and/or major remodeling/additions building permit requests to ensure that all front, side, back, and shoreline setback requirements are satisfied. Upon initiation of the construction, and during the course of construction, inspect approved building permit job sites to ensure compliance with applicable zoning regulations.
- vi. Conformance to NR 118. Review and recommend changes to the Village zoning regulations to ensure compliance with NR 118 regulations.
- vii. Traffic vision triangle. When requested by the Administrator, Chief of Police, or Public Works Supervisor inspect street intersections to determine whether the existing conditions conform to the established standards specified in Chapter 98. Contractor may request assistance from the Supervisor of Public Works in this regard.
- viii. Conditional use permits. Meet with conditional use permit applicants to review proposed plans and procedures associated with the conditional use permitting process. Develop and submit recommendations to the Plan Commission for the approval, denial, or postponement of actions for conditional use permits.
- ix. Planned Development Districts (PDD). Contractor will review and recommend approval, denial, or postponement to the Plan Commission for all actions related to requests impacting a PDD.
- x. Conservancy districts. The Contractor will review proposed construction plans within conservancy districts to ensure compliance with established zoning regulations. Contractor will develop and submit recommendations to the Plan Commission.
- xi. Annexations. Contractor will participate and review all proposed annexations for potential problems or issues. Contractor will assist the Plan Commission and Village staff in the development of acceptable conditions or agreements associated with any annexation request.
- xii. Review of municipal and private construction projects. Contractor will review all proposed plans for municipal and private construction projects to ensure that the planned project does not violate the current zoning regulations.

3. *Advice and counsel to the Board of Zoning Appeals.*

- i. The Contractor will attend Board of Zoning Appeal meetings when requested, or when the judgment of the Contractor deems it appropriate, to assist the Board in their deliberations and will provide them with expertise, advice, and counsel regarding state and Village zoning regulations, including limitations related to the actions that a Board of Zoning Appeals may initiate or approve.

4. *Advice and counsel to the Historic Preservation Committee.*
  - i. When requested, the Contractor will attend meetings of this Committee and provide expertise on matters related to historic preservation as specified in Sec. 98 - 126 of the Village Municipal Code and consistent with WI Stats. §62.23 (7).
  
5. *Enforcement*
  - i. In general. The Contractor will respond to, or initiate, investigations related to alleged zoning violations to ensure compliance with the Village's Municipal Code applicable to the matter in question. When appropriate and warranted, the Contractor is authorized to initiate the involvement of other Village personnel or state agencies in the investigation and resolution of alleged zoning violations.
  - ii. The Contractor will investigate, research, and take appropriate action to resolve alleged zoning regulation violations. Such alleged violations may include, but are not limited to, matters relating to: signage, fences, retaining walls, home occupation permits, setback requirements, and any other matters specifically identified in the applicable Chapters of the Village Municipal Code.
  - iii. When authorized by specific provisions within the Village Municipal Code, and when in the judgment of the Contractor other attempts and means to bring a violation into conformance have not been successful, the Contractor may issue fines as provided for in the Village Municipal Code.
  
6. *Record keeping.* The Contractor will be expected to maintain accurate records on all zoning related actions and file such records at the Village Hall in a timely manner.
7. *Revocations and stop work orders.* The Contractor may revoke building permits issued, or issue a stop work order, as provided for in the Village Municipal Code.
8. *Zoning regulation changes or modifications.* The Contractor will provide the Village, or its Committees, with periodic recommendations for changes to the applicable Chapter(s) in the Village Municipal Code.
9. The above list of services to be provided by the Contractor is not intended to be all-inclusive. Rather, they are intended as a description of the major services to be provided by the Contractor. The Contractor agrees and warrants that in all matters he will take all actions necessary to ensure that the state UDC and the applicable provisions of the Municipal Code are carried out in a legally compliant and professional manner.

#### **H. Services and support to be provided by the Village to the Contractor**

1. The Village shall provide storage cabinets and space for maintaining all relevant documents related to the issuance of building permits and/or related materials.
2. The Village shall provide office space for the Contractor during normal business hours, and after normal business hours when pre-arranged, to meet with affected persons associated with the issuance of a building permit.
3. The Village shall provide the Contractor with a supply of Village stationery as needed.

4. Even though the Village agrees to provide certain administrative support to the Contractor, it is understood and agreed to by the parties that the Contractor is uniquely and solely responsible for all administration and enforcement of the Village's building code(s) and zoning regulations.
5. The Village will determine the various building permit fees and incorporate same in the established Village fee schedule. Collection of building related permit fees will be performed by the Contractor. The Village will be reimbursed by the Contractor for the cost of the state required building seal at the time a seal is issued by the Contractor.

**I. Compensation**

1. The Building Inspector/Zoning Administrator will be compensated for providing the above services referenced in this Agreement based on the Village's Fee Schedule, Schedule A.

**J. Expenses and reimbursement**

1. All expenses incurred by the Contractor to provide the services described in this Agreement will be paid by the Contractor.
2. Nothing contained herein shall prevent the Village from withholding payment of any part of a questionable billing, or prevent the Village from recovering any expenses incurred by the Village as a result of non-performance by the Contractor, or recovering any payment subsequently determined to be inappropriate

**K. Subcontracting of services by the Contractor**

1. The Contractor may subcontract services contained in this Agreement but only to a similarly licensed UDC inspector and with the advance knowledge of the Village Administrator.
2. Inspection coverage in the event of absence by the Contractor.
  - i. The Contractor is required to inform the Village Administrator or Village Clerk whenever the Contractor will not be available to provide the services described herein for any period of two consecutive business days or more.
  - ii. When the Contractor is unavailable to provide the services described herein for 2 consecutive business days or more, and assuming an inspector's services are required during such absence, it shall be the option of the Village to:
    - a. Use the alternate, similarly licensed building inspector referred by the Contractor and said alternate inspector shall be paid by the Contractor, or
    - b. Use any suitable licensed inspector the Village deems qualified. An inspector so selected by the Village will be paid by the Village and no further compensation will be owed to the Contractor.

**L. Notice**

1. Any notices to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery, email, or any form of delivery provided by the U.S. Postal Service.

**M. Modifications to this Agreement**

1. The parties agree that any modification to this Agreement will be effective only if such modification is in writing and signed by both parties, and for the Village, such modifications shall be approved by the Board of Trustees.

**N. Partial Invalidity**

1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**O. Indemnification by Contractor**

1. The Contractor agrees to indemnify and hold the Village harmless, including its Trustees, agents, and employees from any claims, suits, losses, damages, or expenses the Contractor may incur while performing the services described herein, regardless of the cause. Further, the Contractor indemnifies the Village from any liability and expense incurred as a result of bodily injury, sickness, disease, or death, incurred while performing the services provided for in this Agreement.
2. The Contractor agrees to indemnify and hold the Village harmless, including its Trustees, agents, and employees from claims, suits, losses, damages, or expenses the Contractor may incur for actions brought by third parties by actions of the Contractor.

**P. Governing law**

1. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

**Q. Termination of Agreement**

1. Either party may terminate this Agreement with 60 days written notice, for any reason or for no reason.
2. The Village may terminate this Agreement immediately, in its sole discretion, in the event of fraud or deceit; the use of non-licensed inspectors by the Contractor; negligence, incompetence or misconduct; criminal charges related to the duties described herein; failure to consistently and adequately perform the services described herein; or, conflict of interest.

**R. Entire agreement between the parties**

1. The parties agree that this Agreement represents the whole and complete arrangement between the parties.
2. The parties further agree that this Agreement supercedes and replaces any and all previous agreements, past practices, or arrangements whether written or oral.
3. The parties agree that this Agreement contains all the covenants and agreements between the parties with respect to the rendering of services in any manner whatsoever.
4. Each party by their signature below acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone, acting on behalf of any party which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**S. Authorizing signatures**

The parties hereby agree to the above terms and conditions.

**For the Contractor:**

**For the Village of North Hudson:**

\_\_\_\_\_  
Brian Wert

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gloria Troester–  
Village Administrator/Treasurer

\_\_\_\_\_  
Date

DRAFT