



MEMORANDUM

TO: Architectural Commission.
FROM: James M. Hogue, Village Planner
DATE: July 12, 2021
RE: Property Maintenance – Update

At their July 13th Board Meeting the Village Board considered the attached intergovernmental agreement with the Village of Mundelein regarding property maintenance/code enforcement services.

The agreement was not approved at this meeting as there are some concerns from the legal perspective as to how the agreement was written. It is anticipated that this item will be reconsidered at the July 27th meeting and hopefully approved at that time.

Mundelein uses an adjudication system for violations which remain non-compliant. This is very similar (if not identical) to the system which was in place when the Village contracted with Buffalo Grove for similar services. Mundelein had concerns with utilizing this process from a jurisdictional perspective without having the IGA in place.

Buffalo Grove no longer uses in-house personnel for code enforcement matters and now contracts out for such services. As such, our contract with Buffalo Grove was terminated.

The passage of this agreement should provide for a more aggressive stance by the village with regard to property maintenance and code enforcement village wide including the former Oman property.

**INTERGOVERNMENTAL AGREEMENT
FOR
CODE ENFORCEMENT SERVICES
BETWEEN THE VILLAGE OF LONG GROVE
AND THE VILLAGE OF MUNDELEIN**

This Agreement made and entered into this _____ day of _____, 2021 by and between the Village of Mundelein, an Illinois municipal corporation ("Mundelein"), and the Village of Long Grove, an Illinois municipal corporation ("Long Grove").

WHEREAS, both Mundelein and Long Grove are municipal corporations authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, both Mundelein and Long Grove, as municipal corporations in the State of Illinois, are vested with the responsibility and authority to enforce and uphold building, property maintenance, fire, and safety codes ("the codes") in their respective jurisdictions; and

WHEREAS, Long Grove has determined that there presently exists a need for additional support in enforcing the codes ; and

WHEREAS, Long Grove is desirous of contracting with Mundelein to obtain code enforcement services in and for the Village of Long Grove; and

WHEREAS, Mundelein is willing to provide code enforcement services in and for the Village of Long Grove, as provided herein.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties hereby agree and covenant as follows:

Section 1: Mundelein shall provide inspectors or other code enforcement personnel ("inspectors") to enforce the codes of Long Grove.

Section 2: The inspectors shall respond to complaints from ~~residents or~~ officials of Long Grove of suspected code violations and conduct necessary inspections. The inspectors shall prepare a report of the inspection and notify the ~~complaining party~~ officials of the results of the inspection and the proposed course of action, if any.

Section 3: In the event that a code violation is determined to exist, the inspectors shall prepare a Notice of Violation Letter, in accordance with the Long Grove codes, seeking compliance to correct the code violation. The Notice of Violation Letter shall be sent to the last known taxpayer of the property and to any known occupant of the property. Additional posting of the Notices of Violation on the property, where appropriate, shall be at the discretion of the inspectors. The costs of all postage and/or postings shall be the responsibility of Long Grove.

Section 4: If the code violation is not corrected by the deadline in the Notice of Violation Letter, the inspectors shall prepare a Notice to Appear for Long Grove's administrative hearing system.

Section 5: Mundelein shall provide the clerical support, records management system, hearing officer, and physical location for Long Grove’s administrative hearing system. Mundelein shall collect all fines assessed for Long Grove code violations and remit said fines to Long Grove on a monthly basis. Mundelein shall send any follow up notices to violators found liable, to include recording liens against the property in favor of Long Grove. The cost of any recording fees will be the responsibility of Long Grove and will be billed on a monthly basis. Long Grove shall enter into a separate contract with the hearing officer for the handling of Long Grove’s cases.

Section 6: The following fee schedule shall apply to this Agreement:

Service	Cost
Inspection of Possible Code Violation	\$80
Preparation of Notices of Violation	\$40 Each
Follow-Up Inspections for Compliance	\$40
On-Site Meetings or Consultations	\$80/Hour
Preparation and Mailing of Notice to Appear	\$40 Each
Preparation of Hearing Docket	\$40
Hearing Administration	\$80 per Hearing
Lien Preparation and Filing	\$40 Per Case
Postage	Re-Imbursement of Cost
Hearing Officer	Per Agreement with Hearing Officer
Hearings, Court Appearances/Depositions, etc.	\$80/Hour Plus Expenses
Lien Recording Costs	Re-Imbursement of Cost

Section 7: The Long Grove Building Commissioner shall be the contact person for receiving queries, complaints, and commendations of services performed under this Agreement. All such queries, complaints and communications involving Mundelein personnel shall be forwarded to the Mundelein Building Department Director for disciplinary or other action, as determined by the Mundelein Building Department Director. Any questions regarding the duties and functions, standards of performance, level or manner of performance pertaining to this Agreement shall be discussed and resolved by the Long Grove Building Commissioner and Mundelein Building Department Director.

Section 8: Long Grove agrees to defend itself in any actions or disputes brought against Long Grove arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder. Further, Long Grove agrees to defend, indemnify and hold harmless Mundelein and its officials, trustees, employees, agents and representatives from any and all claims, suits, damages and liability of any kind arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder, except to the extent attributable to the intentional, negligent or willful act or omission of Mundelein, its officials, employees, agents or representatives.

Section 9: This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding notice of such termination, Long Grove shall remain responsible for payment to Mundelein for all building inspections and plan reviews provided through and including the effective date of termination.

Section 10: This Agreement may be extended for such period of time as shall be agreed upon by the parties in writing at least thirty (30) days prior to the expiration of the term of this Agreement or any extended term hereunder. In the absence of a written extension to or termination of this Agreement as contemplated above, the Department may, at its option, continue to provide services defined herein, and such services and the acceptance thereof by the Long Grove, shall constitute an effective extension of this Agreement and its provisions until such time as either party terminates this Agreement as provided in Section 12 above or the parties enter into a written extension as provided for in this Section.

Section 11: This Agreement shall be in full force and effect from _____ 2021, through December 31, 2022 inclusive.

Section 12: The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

Section 13: This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ of _____, 2021 above written through their duly authorized officials.

VILLAGE OF MUNDELEIN

VILLAGE OF LONG GROVE

By: _____
Village President

By: _____
Village President

ATTEST:

Village Clerk

ATTEST:

Village Clerk

Date of Signing: _____

Date of signing: _____