

**SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
PLANNING AND COMMUNITY DEVELOPMENT SERVICES
BETWEEN THE VILLAGE OF LONG GROVE AND THE VILLAGE OF MUNDELEIN
(FIRST AMENDMENT PLANNING SERVICES IGA)**

This Second Amended and Restated Intergovernmental Agreement for Planning & Community Development Services (“Second Amended IGA”) to that First Restated Intergovernmental Agreement for Planning and Community Development Services (“Planning IGA”) by and between the Village of Mundelein, an Illinois municipal corporation (“Mundelein”) and Village of Long Grove, an Illinois municipal corporation (“Long Grove”), is made and entered into this 31st day of March, 2023. Mundelein and Long Grove are together referred to herein as the “Parties.”

This Second Amended IGA is made and entered into effective April 1, 2023 (“Effective Date”), by and between the Village of Mundelein. and the Village of Long Grove.

Recitals

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

WHEREAS, both Mundelein and Long Grove, as municipal corporations in the State of Illinois are vested with authority to plan for and regulate land use, growth, and development within their corporate boundaries and certain extraterritorial jurisdictional areas as authorized by law; and

WHEREAS, Long Grove has traditionally employed a full-time Village Planner to perform various services and responsibilities relating to administration of Long Grove’s ordinances, regulations, and policies governing planning, land use, growth, and community development (collectively, “Planning Services”); and

WHEREAS, Long Grove’s long-time Village Planner retired on July 15, 2021, and Long Grove determined that there existed a need for additional support in providing Planning Services until Long Grove hires new full-time personnel; and

WHEREAS, Long Grove and Mundelein previously entered into an “Intergovernmental Agreement for Planning Services, Community Development” effective July 28, 2021 (the “Original Planning IGA”), pursuant to which Mundelein agreed to provide Planning Services in and for Long Grove for an initial term of six months, which initial term was subject to extension by the parties; and

WHEREAS, Long Grove and Mundelein previously entered into an Amended and Restated Intergovernmental Agreement for Planning and Community Development Services (the “Planning IGA”) effective January 1, 2022, but authorized by the Mundelein Village Board February 14, 2022; and

WHEREAS, Mundelein has continuously provided Planning Services to Long Grove since the effective date of the Original Planning IGA, and Long Grove and Mundelein now desire to enter into this

Second Amended IGA to restate, amend, supersede, and replace the Original Planning IGA and the Planning IGA, effective April 1, 2023, subject to the terms set forth herein;

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

Section 1. Nature and Purpose of Agreement.

Due to the retirement of Long Grove’s long-term Village Planner in July 2021, Long Grove has a continuing need for Planning Services while a formal search is underway for a new full-time Community Development Director or Village Planner. Long Grove and Mundelein desire to enter into this Planning IGA to:

- A. Restate, amend, replace, and supersede the Original Planning IGA as of April 1, 2023, such that the Original Planning IGA shall thereafter be of no further force or effect;
- B. Provide for Mundelein to continue to perform certain Planning Services in and for Long Grove pursuant to the terms of this Second Amended IGA;
- C. Provide a term and timeframe for the Planning Services;
- D. Detail specific Planning Services and related tasks to be performed by Mundelein for Long Grove;
- E. Identify expectations for Mundelein’s performance of the Planning Services and deliverables to be provided in connection therewith;
- F. Provide a fee structure for the Planning Services; and
- G. Outline other agreements and expectations for the parties as set forth herein.

Section 2. Term.

- A. Mundelein originally commenced provision of the Planning Services as of July 28, 2021 pursuant to the Original Planning IGA. Mundelein shall continue to provide the Planning Services during the term of this Planning IGA as herein provided.
- B. This Second Amended IGA has an initial term commencing on the Effective Date and continuing through March 31, 2024. This Second Amended IGA shall automatically expire at the end of such initial term unless renewed or extended as provided in Section 2.D.
- C. Termination. This Second Amended IGA may be terminated prior to the expiration date set forth in Section 2.B by either party upon ninety - (90) days written notice to the other party. In the event of termination by either party, Long Grove shall remain responsible for payment to Mundelein for all Planning Services provided and reimbursable costs incurred by Mundelein through and including the effective date of such termination.
- D. Long Grove may, by providing written notice to Mundelein before the end of the initial term, extend this Second Amended IGA for one renewal term not to exceed an additional twelve (12) months (a total of 24 months including the initial term plus renewal term); provided, however, that the fee structure applicable to any such renewal term shall be subject to renegotiation as provided in Section 5. The Long Grove Village Manager and the Mundelein Village Administrator

shall coordinate at least 30 days prior to the expiration of the initial term to determine whether to extend this Second Amended IGA for a renewal term.

E. Both Parties acknowledge and agree that any and all Planning Services provided by Mundelein to Long Grove on and after April 1, 2023 shall be, or shall be deemed to have been, provided subject to the terms of this Second Amended IGA notwithstanding any contrary terms or provisions of the Original Planning IGA while it was in effect.

Section 3. Tasks and Services.

Mundelein Community Development Staff will provide the following Planning Services as described in this Section and upon request by Long Grove:

A. Public Meetings. Prepare for and attend public meetings on the dates listed below, unless cancelled for lack of agenda items or quorum, or unless otherwise directed by Long Grove. Long Grove will provide contact information for public meetings and identify public body members and Village consultants and their roles as participants in public meetings. Mundelein will prepare agendas and draft minutes for the Architectural Commission and Plan Commission/Zoning Board of Appeals meetings.

Board, Commission, Committee	Meeting Date and Time
Village Board	2 nd and 4 th Tuesday, 7:00 p.m. (as requested by LG)
Architectural Commission	3 rd Monday, monthly, 7:00 p.m.
Plan Commission & Zoning Board of Appeals	1 st and 3 rd Tuesday, monthly, 7:00 p.m.

B. Plan reviews. Mundelein Community Development Staff planners will complete plan reviews for zoning, subdivision, building permit, and other development applications received by Long Grove. Mundelein will coordinate such plan reviews with the Mundelein Building Department and Long Grove staff as appropriate. All such plan reviews will include a review of compliance with the Long Grove Zoning Code and related sections of the Long Grove Municipal Code (including, when applicable, the Long Grove Subdivision Ordinance).

C. Customer Service Hours for over the counter/on-demand Planning Services. The Long Grove staff will obtain intake information for members of the public who request Planning Services on a walk-in basis at the Long Grove Village Hall. Telephonic requests for Planning Services will be referred directly to Mundelein. Members of the public or Long Grove staff that have questions relating to Planning Services can call the Mundelein Service Hotline at 847-949-2137 or email Sherry Shlagman at sshlagman@longgroveil.gov. Mundelein agrees to respond initially to requests for Planning Services within three business days after contact or referral.

D. Planning Consultation. Mundelein Community Development Staff planners will conduct planning consultations as needed. Planning consultation is scheduled time with Mundelein Community Development Staff planner to review projects in more detail. Examples of Planning Consultation can include, but are not limited to, the following:

- i. Meetings with organizations to receive information and provide feedback on proposed developments that will impact the Long Grove community and region (i.e., Route 53 meetings, CMAP meetings, meetings with Lake County, IDOT, etc.)
- ii. Consulting with members of the public on proposed projects.
- iii. Assisting members of the public with application materials.
- iv. Research for projects.
- v. Assistance to Long Grove staff, attorney, or consultants in attendance of meetings, conference calls, and review of large planning documents.

Location, time, and means of planning consultations will be determined in the discretion of the Mundelein planner; provided, however that planning consultations shall be scheduled reasonably promptly upon request, shall be conducted during regular business hours (unless otherwise mutually agreed), and shall be conducted at a reasonably accessible location.

- E. Legal Notices. Mundelein Community Development Staff will prepare and arrange for publication, mailing, and/or posting of public hearing notices and other legal notices (other than meeting agendas) as required by the Long Grove Municipal Code in connection with zoning, subdivision, and other development applications received by Long Grove. Mundelein staff will coordinate with applicants and Long Grove staff, attorneys, and consultants as necessary to prepare and issue such notices.
- F. Organization. Mundelein Community Development Staff will coordinate to obtain and file documents pertinent to performing the duties of the position.

Section 4. Expectations and Deliverables.

- A. Long Grove is to provide digital files with letterhead for use in preparing Plan Reviews and responding to correspondence related to Long Grove projects and meetings.
- B. Long Grove is to provide interpretations and background on processes for commissions.
- C. Long Grove is to provide any documents or information to Mundelein as might be required to respond to and effectively serve the Long Grove community as provided in this Second Amended IGA.
- D. Mundelein will submit requests in writing for any documents or information needed to complete Planning Services in accordance with this Second Amended IGA. Long Grove will respond to such requests within two business days, and the response may include identification of additional time necessary to provide requested documents or information. Mundelein shall not be in violation of this Second Amended IGA if it fails to timely complete any Planning Services due to a failure by Long Grove to timely provide requested documents or information.
- E. Mundelein requests at least 24 hours' notice for a request for specific Planning Services; however, if a request arises without 24 hours' notice, Mundelein will attempt to make available, but will not warrant availability of, staff.

- F. Mundelein will provide at least one qualified staff planner to perform Planning Services for Long Grove on each business day.
- G. Mundelein will keep detailed records and accounting of time spent and costs incurred in performing Planning Services. Mundelein will make such records available to Long Grove for inspection upon request.
- H. To the extent that Mundelein issues letters or other communications to third parties on behalf of Long Grove in connection with the Planning Services, Mundelein shall state or otherwise indicate in such communications that it is providing such Planning Services for Long Grove pursuant to this Second Amended IGA.

Section 5. Fee Structure and Reimbursements.

- A. Fee. Commencing on the Effective Date and during the term of this Second Amended IGA, Long Grove will pay to Mundelein a flat rate of \$8,300 per month for performance of all Planning Services, plus reimbursables as outlined in this Section. Either Party may terminate this Second Amended IGA pursuant to Section 2.C. If there is a desire to extend the Second Amended IGA, a fee for continued services will be negotiated by both parties and agreed upon, in writing, with approvals by the Mundelein Village Administrator and the Long Grove Village Manager prior to the expiration date set forth in Section 2.B.
- B. Postage, Legal Notices, and Other Costs. Any costs for postage, envelopes or materials, or legal notices will be invoiced to Long Grove on a monthly basis, and Long Grove shall reimburse Mundelein for its actual costs incurred. Long Grove shall reimburse Mundelein for other reasonable costs and expenses actually incurred by Mundelein in performance of the Planning Services, provided that any such costs are mutually agreed upon in writing.
- C. Mileage. When reasonably feasible, Mundelein Community Development Staff shall use Mundelein municipal vehicles for all travel required in the performance of Planning Services. However, if a Mundelein municipal vehicle is unavailable, or circumstances otherwise require, Mundelein employees may use a personal vehicle to perform Planning Services. In such event, Mundelein shall keep detailed mileage records relating to personal vehicle use, and Long Grove shall reimburse mileage costs at the current statutory rates. Any reimbursable mileage costs will be invoiced to Long Grove on a monthly basis.
- D. Invoices. Mundelein shall submit detailed written invoices for Planning Services performed to Long Grove on a monthly basis or as otherwise mutually agreed upon by the Parties. Each such invoice shall contain an accounting and description of Planning Services performed, time spent, appropriate fees for such services, and any reimbursable costs incurred. Subject to Village Board approval, Long Grove agrees to make payment to Mundelein within 45 days after receiving each such invoice.

Section 6. Feedback or Complaints.

- A. Long Grove Village Manager or his designee shall be the contact person for receiving queries, complaints, and commendations of services performed under this Second Amended IGA. All such queries, complaints, and communications involving Mundelein personnel shall be forwarded to

the Mundelein Director of Community Development for disciplinary or other action, as determined by the Mundelein Director of Community Development, unless such action relates to the Mundelein Director of Community Development, then such communication shall be forwarded to the Mundelein Village Administrator.

- B. Any questions regarding the duties and functions, standards of performance, or level or manner of performance pertaining to this Second Amended IGA shall be discussed and resolved by the Long Grove Village Manager and the Mundelein Director of Community Development.

Section 7. General.

- A. Confidentiality. Any documents, data, records, or other information given to or prepared by the Parties pursuant to this Second Amended IGA shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than Long Grove and Mundelein employees, applicable consultants, or members of applicable Commissions, Committees, or Boards in furtherance of the purposes of this Second Amended IGA), except to the extent required by law, including and without limitation, the Freedom of Information Act (5 ILCS 140/, et seq.). The parties will cooperate in responding (in the manner and within the time required by law) to any requests received pursuant to the Freedom of Information Act or other applicable law that seek inspection, copying, or production of documents, data, or records exchanged or prepared pursuant to this Second Amended IGA.
- B. Indemnification. Mundelein agrees to defend, indemnify and hold harmless Long Grove and its elected and appointed officials, employees, agents, attorneys, consultants, and representatives from any and all claims, suits, damages, and liability of any kind arising out of, relating to, in connection with, or as a result of Mundelein's performance of, or failure to perform, Second Amended IGA or any services provided hereunder, except to the extent attributable solely to an intentional, negligent, or willful act or omission of Long Grove, its elected and appointed officials, employees, agents, attorneys, consultants, or representatives. Further Long Grove agrees to defend, indemnify and hold harmless Mundelein and its elected and appointed officials, employees, agents, attorneys, consultants, and representatives from any and all claims, suits, damages, and liability of any kind arising out of, relating to, in connection with, or as a result of Long Grove's performance of, or failure to perform, this Second Amended IGA or any services provided hereunder, except to the extent attributable solely to an intentional, negligent, or willful act or omission of Mundelein, its elected and appointed officials, employees, agents, attorneys, consultants, or representatives.
- C. Relationship of Parties. Mundelein and Long Grove are independent parties, and nothing in this Interim Planning IGA shall create any employment, partnership, or joint venture relationship. Mundelein personnel providing Planning Services pursuant to this Second Amended IGA shall be and remain employees of Mundelein for all purposes.

Section 8. Effective Date.

This Agreement shall be in full force and effect as of the Effective Date (April 1, 2023) and continuing until its expiration or termination as provided in Section 2.

Section 9. Entire Agreement.

The foregoing Second Amended IGA constitutes the entire agreement between the parties relating to the subject matter addressed herein, 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 10. No Third-Party Beneficiaries.

This Agreement is not intended to benefit any third party that is not a Party to this Agreement and no claim by any Person as a third-party beneficiary under this Agreement is valid.

Section 11. Execution.

This Agreement may be executed in two or more identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written through their duly authorized officials.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation

Village Clerk

By: _____

Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2023, by _____, the Village President of the **VILLAGE OF MUNDELEIN**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2023.

Signature of Notary

SEAL

My Commission expires: _____

ATTEST:

VILLAGE OF LONG GROVE, an Illinois municipal corporation

Village Clerk

By: _____

Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2023, by _____, the Village President of the **VILLAGE OF LONG GROVE**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2023.

Signature of Notary

SEAL

My Commission expires: _____
