

MEMORANDUM

To: Sol Cabachuela, Village Clerk

cc: Pete Schubkegel, Building Department Director

From: John A. Lobaito, Village Administrator

Date: June 18, 2019

Re: Intergovernmental Agreement (IGA) with the Village of Long Grove regarding Building Plan Review and Inspection Services

Attached is a signed original Resolution and IGA for Building Plan Review and Inspection Services with the Village of Long Grove. The Village Board approved the contract at the June 10, 2019, Board Meeting.

Mr. Schubkegel – attached is an original of the contract to transmit to the Village of Long Grove.

VILLAGE OF LONG GROVE

RESOLUTION NO. 2019-R-17

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH THE VILLAGE OF MUNDELEIN
REGARDING BUILDING PLAN REVIEW AND INSPECTION SERVICES**

WHEREAS, pursuant to Article 11, Division 30 of the Illinois Municipal Code, 65 ILCS 5/11-30-1 *et seq.*, and other applicable authority, the Village of Long Grove ("**Village**") has adopted building, fire, life-safety, and other construction-related codes and, pursuant thereto, provides for the performance of building plan reviews, inspections, and related services pertaining to a variety of residential, mixed use, and commercial projects within the Village (collectively, the "**Services**"); and

WHEREAS, the Village of Mundelein ("**Mundelein**") currently operates its own Building Department and has expressed its willingness to provide the Services jointly with the Village; and

WHEREAS, the Village has determined that the Services can be provided most effectively and efficiently pursuant to an intergovernmental agreement with Mundelein in substantially the form attached hereto as Exhibit A (the "**Proposed IGA**"), which, among other things, sets forth the costs and terms for the Services to be provided by Mundelein and its Building Department; and

WHEREAS, the Village has authority to enter into such intergovernmental agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 10 of Article VII of the Illinois Constitution, and other applicable authority; and

WHEREAS, the President and Board of Trustees of Long Grove have determined that it is in the best interests of the Village and its residents to approve the Proposed IGA with Mundelein in substantially the form attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

SECTION TWO: Approval; Execution. The Village President and Board of Trustees hereby: (i) approve the Proposed IGA with the Village of Mundelein in substantially the form attached hereto as Exhibit A and in a final form approved by the Village Manager in consultation with the Village Attorney; and (ii) authorize the Village President or Village Manager and the Village Clerk to execute and attest such Agreement, in its final form, on behalf of the Village.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 14th day of May, 2019.

AYES: (6) Trustees: Borawski; Kritzmire; Nora; O'Connor; O'Reilly and Sarlitto.

NAYS: (0) None.

ABSENT: (0) None.

APPROVED this 14th day of May, 2019.

ATTEST:


Amy Gayton, Village Clerk


Bill Jacob, Village President

EXHIBIT A
Proposed IGA

**INTERGOVERNMENTAL AGREEMENT
FOR
BUILDING INSPECTIONS AND PLAN REVIEWS
BETWEEN THE VILLAGE OF LONG GROVE
AND THE VILLAGE OF MUNDELEIN**

This Agreement made and entered into this _____ day of _____, 2019 by and between the Village of Mundelein, an Illinois municipal corporation ("Mundelein"), and the Village of Long Grove, an Illinois municipal corporation ("Long Grove") (the parties).

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, fire, and safety codes in their respective jurisdictions; and

WHEREAS, Long Grove has determined that there presently exists a need for additional support in building inspections and plan reviews; and

WHEREAS, Long Grove is desirous of contracting with Mundelein to obtain building inspections and plan reviews in and for the Village of Long Grove; and

WHEREAS, Mundelein is willing to provide building inspections and plan reviews in and for 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: For all construction projects within Long Grove, or on a case-by-case basis as requested by Long Grove, Mundelein through its Building Department ("Department"), will be responsible for building inspections and plan reviews under the terms and conditions set forth herein.

Section 2: Building inspections shall include all inspections as identified in Section 6 below.

Section 3: In performing building inspections and plan reviews as set forth in Section 1 and as otherwise mutually agreed to by the parties, the Department will utilize applicable building codes, ordinances, rules and regulations adopted by Long Grove, which shall be provided to Mundelein.

Section 4: Long Grove will be responsible for processing all building permit applications and site development permits.

Section 5: Program Cost

Long Grove shall pay Mundelein for all building inspection and plan review services provided under this Agreement based on the rates set forth in Section 6 below; provided, however, that the total compensation paid to Mundelein shall be not less than \$75,000 per calendar year. If this Agreement is not in force for the entirety of a given calendar year,

then the \$75,000 minimum shall be prorated. Should the overall invoices for a given calendar year not reach the \$75,000 minimum (or prorated minimum amount, as applicable), Long Grove will be required to pay the difference at the end of the calendar year.

Invoices will be provided monthly for services rendered. On or about the 15th of each month, Mundelein will provide Long Grove a detailed invoice of all inspections and plan reviews conducted the prior month. This invoice shall contain the addresses, building permit number, type of inspection, date of inspection, and the appropriate fees for said services. Long Grove agrees to make payment to Mundelein within 45 days of receiving said invoice.

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

FEES FOR INSPECTIONS

SINGLE FAMILY INSPECTION FEES				
Inspection	Under 7,500 s.f.	Over 7,500 s.f.	Additions/ Alterations	
Footing Prepour	\$40	\$80	\$40	
Foundation Prepour	\$40	\$80	\$40	
Backfill/Drain tile/damp proofing	\$40	\$80	\$40	
Plumbing Underground	\$40	\$80	\$40	
Water Service	\$40	\$40	\$40	
Sewer Service	\$40	\$40	\$40	
Rough Framing/Structural	\$150	\$300	\$150	
*HVAC Rough	*	*	*	
*Electrical Rough	*	*	*	
*Energy Rough	*	*	*	
Plumbing Rough	\$80	\$80	\$80	
Insulation	\$40	\$40	\$40	
Basement Prepour	\$40	\$40	\$40	
Garage Prepour	\$40	\$40	\$40	
Service Walk	\$40	\$40	\$40	
Front and Rear Stoop Prepour	\$40	\$40	\$40	
Driveway Prepour	\$40	\$40	\$40	
Masonry	\$40	\$80	\$40	
Masonry Firebox	\$40	\$40	\$40	
Electric Service	\$40	\$80	\$40	
Final Plumbing	\$80	\$80	\$80	
Final Building	\$200	\$300	\$200	
*Final HVAC	*	*	*	
*Final Electric	*	*	*	
*Masonry Fireplace Hearth	*	*	*	
*Final Energy	*	*	*	
Spot Survey Review	\$40	\$40	\$40	
Culvert Inspections	\$40	\$40	\$40	

Pre-Construction Site Inspection		\$80		\$80		\$80
Miscellaneous Inspections		\$80		\$80		\$80
<p>* If inspections are scheduled separately, each type will be billed at \$80 for over 7,500 s.f. and \$40 for all under 7500 s.f. and add/alt.</p>						

Commercial/Industrial/Multi-Family Inspection Fees	
Inspections	
Footing	\$ 80.00
Foundation	\$ 80.00
Water Service	\$ 80.00
Sewer Service	\$ 80.00
Backfill/Drain tile/Damp proof	\$ 80.00
Plumbing Underground	\$ 80.00
Rough Framing / Structural	\$ 300.00
*HVAC Rough	\$ *
*Electrical Rough	\$ *
*Rough Energy	\$ *
Plumbing Rough	\$ 80.00
Masonry	\$ 80.00
Masonry Fire Box	\$ 80.00
Insulation	\$ 80.00
Electric Service	\$ 80.00
Drywall	\$ 80.00
Prepour Floor	\$ 80.00
Prepour Walks	\$ 80.00
Prepour Landings, Stairs	\$ 80.00
Final Plumbing	\$ 80.00
Final Building	\$ 300.00
*Final HVAC	\$ *
*Final Electric	\$ *
*Masonry Fire Place Hearth	\$ *
*Final Energy	\$ *
Occupancy (Separate from Final Inspections)	\$ 80.00
Pre-Construction/Site Inspection	\$ 80.00
Miscellaneous Inspections	\$ 80.00

*** If inspections are scheduled separately,
each type will be billed at \$80 for each
separate inspection.**

FEES FOR PLAN REVIEWS

Plan Review Fees		
Single-Family	Less than 3,200 SF	\$400
	More than 3,200 SF	\$.13/S.F.
	Additions	\$.13/SF \$100 min.
	Alterations	\$.13/S.F. \$100 min.
Commercial	New	\$.10/S.F. \$100 Min
	Addition	\$.10/S.F. \$100 Min
	Alterations	\$.10/SF \$100 Min
Industrial	New	\$.10/S.F. \$100 Min
	Additions	\$.10/S.F. \$100 Min
	Alterations	\$.10/S.F. \$100 Min
Multi-Family	New	\$.12/S.F. \$100 Min
	Additions	\$.12/S.F. \$100 Min
	Alterations	\$.12/SF \$100 Min
Miscellaneous	Accessory Structures under 1000 sf (Sheds, fences, above ground pools, driveways, etc.)	\$40 flat fee
	Accessory Structures over 1,000 s.f.	\$.12/S.F. minimum of \$100.
	Decks, gazebos, barns, outdoor kitchens, etc	\$80 flat fee

Section 7: For projects not specifically listed herein the following rate shall apply:

Plan Review	\$80/hr.	\$40 minimum
Inspections	\$80/hr.	\$40 minimum
Office time	\$80/hr.	\$40 minimum

- Should Long Grove request Plan Reviews or Inspection Services to be performed outside of the normal Mundelein Business hours of Monday-Friday 8:00 am-5:00 pm, the rate of \$120 per man-hour shall apply.

Section 8: 24-Hours Response. In the event that Long Grove would require an employee of the Mundelein Building Department to respond to an emergency or other situation outside of normal Mundelein business hours, the following rate shall apply.

- \$120/hr. with a two -hour minimum, per inspector. The chargeable time shall commence upon the response of the inspector and end upon completion of duties for said responses.

Long Grove will utilize the same 24 hours on-call paging system in use by the Mundelein Building Department. The on-call inspector will respond to the request by Long Grove by calling the phone number received by the paging system to gather information and location of the response.

In the event that both Long Grove and Mundelein require emergency response at the same time, Mundelein will provide another building inspector presently not on call to respond to Long Grove' emergency as quickly as possible, but in no event shall such response time be more than two (2) hours.

Section 9: One building inspector and one plumbing inspector shall be made available to complete Long Grove inspections on each business day. Requests for additional inspectors or additional inspection days are subject to availability and consent of the Mundelein Building Department Director, and require 24-hours advanced notice.

Long Grove agrees to make every attempt to consolidate and group inspections together starting in the morning of each scheduled inspection day to allow for as much efficiency as possible.

Section 10: 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 11: Mundelein agrees to defend, indemnify and hold harmless Long Grove and its elected and appointed officials, 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 Mundelein's performance of, or failure to perform, this Agreement 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 or representatives. Further, Long Grove agrees to defend, indemnify and hold harmless Mundelein and its elected and appointed officials, 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 Long Grove's performance of, or failure to perform, this Agreement 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 or representatives.

Section 12: 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 13: 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, Mundelein may, at its option, continue to provide requested 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.

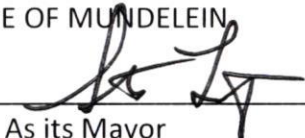
Section 14: This Agreement shall be in full force and effect from _____ 2019, through, April 30, 2020 inclusive.

Section 15: 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 16: 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 day, month and year above written through their duly authorized officials.

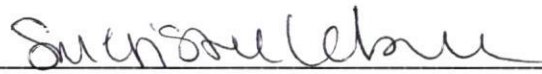
VILLAGE OF MUNDELEIN

By: 
As its Mayor

VILLAGE OF LONG GROVE

By: 
As its Village President

ATTEST:


Village Clerk

ATTEST:


Village Clerk

Date of Signing: 6/10/19

Date of signing: _____