CALL TO ORDER

ROLL CALL: Whitney French (Chair); Peter Bochek (absent), Ken Boyer, Fred Dickson, Ken Donart, Michael Garrigan, Richard Scheffrahn (Vice-Chair), Stephenie Todd, Jeff Wehrli (CB Representative) and Angela Zubko (PBZ liaison)

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of minutes from the December 19, 2012 meeting

CHAIRMAN’S REPORT

NEW BUSINESS
1. Preservation Month in May
2. Project Tracking Discussion

OLD BUSINESS
1. Review Orientation Presentation to the County Board
2. Review intergovernmental agreement and discuss email with Kane County/ discuss bullet points how it will benefit their community
3. Landmark Nomination applications
4. Windshield Survey Evaluations- how to go through
5. Land Resource Management Plan Update

PUBLIC COMMENT

ADJOURNMENT- Next meeting on January 16, 2013
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of December 19, 2012
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Chairman Whitney French at 7:00 p.m.

ROLL CALL
Present were: Chairman Whitney French, Ken Boyer, Ken Donart, Richard Scheffrahn, Stephenie Todd and Jeff Wehrli (CB Representative)
Also present were: Senior Planner Angela Zubko
Members in the audience: Rick Tollefson, Anne Lucietto and Howard Manthei
Absent: Peter Bochek, Fred Dickson and Michael Garrigan

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Richard Scheffrahn seconded the motion. All agreed and the agenda was approved.

APPROVAL OF MINUTES
Ken Donart made a motion to approve the minutes as written from November 14, 2012. Richard Scheffrahn seconded the motion. All agreed and the minutes were approved.

CHAIRMAN'S REPORT
Nothing this month we will move onto the presentation.

NEW BUSINESS
1. Discussion with Rick Tollefson- Ms. French thanked Rick for coming and explained the Commission and wanted to let him know this Commission would love to be a resource to him for the jail. Mr. Tollefson introduced himself and talked about his plans for downtown. He first started with the bakery and bought the building. It started about July of last year and has now acquired the west side of Route 47. Mr. Tollefson has also purchased the Larson home which is at the bottom of the hill. The courthouse is a beautiful asset to the Community so would like to expand upon that. There was some informal discussion of what would be good for that location and ADA requirements, etc.

2. Discussion of qualifications for Certified Local Government (CLG) status and associated benefits- Ms. French took a look at what would qualify us for CLG status and stated there were five items to qualify
us for status: have an ordinance, have a Commission, maintain a survey, educate and perform the responsibilities delegated under the Act. Ms. Todd stated she has talked to Catherine O’Conner about CLG status but with our current ordinance we would not qualify due to owner consent and we don’t have 50% on historic districts. Mr. Wehrli stated we have a new County Board and we might be able to change the Ordinance to obtain CLG status and also have access to money and grants for the County.

OLD BUSINESS

1. Review Orientation Presentation to the County Board- Ms. French stated the updated presentation with the suggested changes from last month is in the packet. The one slide Ms. French wanted to show that was not part of the original presentation was on page 10, the draft goals of 2013. The Commission liked discussion of CLG status and to also discuss revisions to the current Ordinance. The commission asked that we change tax benefits to subgrants and include tax benefits for commercial designated landmarks. For the discussion on the survey discuss the eastern 3 townships are complete and Bristol is our next goal. Add to the slide to come up with a 5 year plan. The last bullet point make it measurable, maybe participate in two countywide events this year. Change the first bullet point to say ‘be prepared to execute…’

2. Review intergovernmental agreement and discuss email with Kane County/ discuss bullet points how it will benefit their community- We ran out of time and this will be on the agenda next month.

3. Landmark Nomination Applications- We ran out of time and this will be on the agenda next month.

4. Windshield Survey Evaluation- how to go through- We ran out of time and this will be on the agenda next month.

5. Land Resource Management Plan Update- We ran out of time and this will be on the agenda next month.

6. Training Goals- Inadequate time for this discussion

7. Mission Statement- Inadequate time for this discussion

8. Website changes - Inadequate time for this discussion

ADJOURNMENT- Next meeting January 16, 2013

Richard Scheffrahn made a motion to adjourn, seconded by Jeff Wehrli, all agreed. Chairman French adjourned the meeting at 8:30 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Senior Planner

Historic Preservation Meeting Minutes 12.19.12
Julia,

As you know we’re in the process of drafting up an intergovernmental agreement to allow us to landmark in municipalities that do not have a historic preservation commission. Quite a few questions came up while going through your draft agreement that maybe you can help me with. The questions are as follows and if you want to respond by email or give me call whatever works for me.

1. Who has the ultimate authority to landmark something, the County Board or municipality? Or does it get approved by the municipal board/council and also by the Kane County Board? Both must approve to designate.
2. If something is landmarked and a building permit is applied for do they notify Kane County and you take them through the Certificate of Appropriateness application and process? Yes, which is partially why the municipality has to agree.
3. Has Kane done any historic districts through this intergovernmental agreement? Only by backing into it, the Rustic Road existed before, the village incorporated and then the IGA for preservation was signed.
4. Are all your agreements with municipalities that have building departments or is that all administered through Kane County? It can be both, but ours do as of now.
5. What happens to the landmark if the municipality severs the agreement? Then it’s protection is lost.
6. Is this on their title and can be found on a title search? On the homeowners title if they have been landmarked.
7. Have any of the municipalities that have agreements with you started their own historic preservation commissions? Not yet.
8. Do you have a defined method for approaching the municipalities and describing the benefits of participating? No, usually there is a resident that wants to participate and then we will approach the municipalities. We’ve been working with our communities for many years most notably through our comprehensive planning documents. Our planners are always talking about the different benefits that working with the County will or could bring to a local municipality.

I think that should be enough to get started. We are really trying to figure out how it’s administered and how you’ve made so many work out.

Thanks and have a good weekend,

Angela L. Zubko
Senior Planner | Kendall County Department of Planning, Building & Zoning
111 West Fox Street Room 203
Yorkville, IL 60560-1498
Phone: 630.553.4139 | Fax: 630.553.4179
INTERGOVERNMENTAL AGREEMENT BETWEEN THE KENDALL COUNTY HISTORIC PRESERVATION COMMISSION AND THE UNITED CITY OF YORKVILLE

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the Historic Preservation Commission of the County of Kendall, a Commission appointed by the unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville, Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois.

WITNESSETH:

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves; and

WHEREAS, the Illinois County Historic Preservation Law within the Counties Code (55 ILCS 5/5-30004) provides that a municipality and a county may enter into intergovernmental agreements allowing for the exercising of the powers and authority granted counties under 55 ILCS 5/5-30001 et seq. within the boundaries of any city, village, or incorporated town, and, allowing the County to advise as to the enactment of ordinances to protect landmarks or preservation districts within the municipality, and; authorizing the County to designate landmarks or preservation districts within a municipality's corporate boundaries, and
WHEREAS, Ordinance 2006-67 approved on August 15, 2006 by the Kendall County Board establishes an ordinance adopting the Kendall County Historic Preservation Ordinance and Commission in order to preserve and continue utilization of potential landmarks and historic districts that is necessary and desirable for the enjoyment and beauty of the County of Kendall and for the health, safety, prosperity and general welfare of the citizens of the County; and

WHEREAS, the United City of Yorkville wishes to utilize the County’s historic preservation ordinance and commission to protect the historic, architectural, scenic and aesthetic character of landmarks and preservation districts in the part of the City located within the County.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the City and the County agree as follows:

Section 1. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. The United City of Yorkville agrees to adopt and follow the Kendall County Historic Preservation Ordinance and Commission to protect the historic, architectural, scenic and aesthetic character of landmarks, preservation districts, and road corridors in the part of the City located within the County.

Section 3. For all proposed designations for property located within the municipal limits of the United City of Yorkville, lying within the County of Kendall, an application shall be submitted to the Community Development Department on forms provided by the County. There shall be no fee for filing a nomination.

Section 4. Upon review and approval of the application by the United City of Yorkville, the City President (Mayor), with consent of the City Council/Board, shall forward the application and any supporting material to the Kendall County Historic Preservation
Commission for review and final action pursuant to the terms and provisions of the Kendall County Historic Preservation Ordinance.

Section 45. The City agrees to adopt any ordinances reasonably necessary to implement this agreement.

Section 56. Any property located within the municipal limits of the United City of Yorkville which are lying within the County that are designated now, or in the future, by the Kendall County Board as a landmark or preservation district shall be considered a Kendall County landmark or preservation district and be bound by the regulations of the Kendall County Historic Preservation Ordinance, as may be amended by the Kendall County Board from time to time. Said regulations include, but are not limited to, review of alterations to and/or demolition of both either nominated and listed landmarks and preservation districts.

Section 67. All nominations, notices and other correspondence concerning or permitted under this agreement must be copied to the City Council and shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

If to the County:
- County of Kendall
- Planning, Building and Zoning Department
- Historic Preservation Liaison
- 111 West Fox Street Room 203
- Yorkville, Illinois 60560

If to the City:
- United City of Yorkville
- Director of Community Development
- 800 Game Farm Road
- Yorkville, Illinois 60560

Section 78. The provisions of this Agreement are severable. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. If any paragraph,
section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be 
contrary to law, or contrary to any rule or regulation having the force and effect of law, such 
decision shall not affect the remaining portions or the Agreement.

Section 89. Any alterations, amendments, deletions or waivers of the provisions of this 
Agreement shall be valid only when expressed in writing and duly signed by representatives of 
the Village and the County, acting under the authority of their respective governing bodies.

Section 910. Either the City or the County may terminate this Agreement at any time by 
giving written notice to the other party of such termination and specifying the effective date 
thereof at least thirty (30) days before the effective date of such termination. Such notice shall 
be duly signed by a representative of the party wishing to terminate this Agreement, acting under 
the authority of their respective governing body.

Section 911. This Agreement represents the entire Agreement between the parties and 
there are no other promises or conditions in any other Agreement whether oral or written. This 
Agreement supersedes any prior written or oral agreements between the parties and may not be 
modified except in writing acknowledged by both parties. This Agreement represents the entire 
agreement between the parties and there are no other promises or conditions in any other 
agreement whether oral or written except for the terms and conditions set forth in the Agreement.

Section 1112. Nothing contained in this Agreement, nor any act of Kendall County or 
the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or 
by third persons, to create any relationship of third party beneficiary, principal, agent, limited or 
general partnership, joint venture, or any association or relationship involving the County and the 
City.
Section 12/3. The United City of Yorkville shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages and expenses and costs relating thereto including but not limited to attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

Section 14. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Section 13/5. That the United City of Yorkville shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the City on the date of the execution of this Agreement. The City's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The City's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable
only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The City shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

Section 16. That this Agreement shall be for a term of two (2) years, commencing on the date of execution hereof, subject to renewal by the parties at least 30 days before the expiration of this agreement, said renewal to be in writing.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

The Term of the Agreement shall commence as of the Agreement Date and shall expire only upon notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois

United City of Yorkville, Kendall County, an Illinois municipal corporation

By: Chair, Kendall County Board

By: Mayor

Attest: Attest:

County Clerk

City Clerk