CALL TO ORDER

ROLL CALL: Ken Boyer, Ken Donart, Whitney French (Vice-Chair), Michael Garrigan (Chair), Kristine Heiman, Richard Scheffrahn, Jeff Wehrli (CB Representative), 2 vacancies and Angela Zubko (PBZ liaison) (Quorum is 5 members)

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of minutes from the December 17, 2014 Meeting

CHAIRMAN’S REPORT

PUBLIC COMMENT

NEW BUSINESS

OLD BUSINESS
1. Potential Landmark applications
2. Update on Millbrook Bridge
3. Review draft intergovernmental agreements
4. Discussion on grants for courthouse windows
5. Discussion on public outreach event
6. Review Reconnaissance Survey Pictures

PUBLIC COMMENT

ADJOURNMENT- Next meeting on February 18, 2015
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of December 17, 2014
(Unofficial until approved)

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

ROLL CALL
Present were: Ken Boyer, Ken Donart, Whitney French (Vice-Chair), Michael Garrigan (Chairman) and Jeff Wehrli (CB Representative)
Also present: Planning & Zoning Manager Angela Zubko
Members in the audience: None
Absent: Kristine Heiman and Richard Scheffrahn

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

APPROVAL OF MINUTES
Jeff Wehrli a motion to approve the minutes as written from the October 15, 2014 meeting as amended. Ken Donart seconded the motion. All agreed and the minutes were approved.

CHAIRMAN’S REPORT
No chairman’s report

PUBLIC COMMENT
There was no public comment at this time.

NEW BUSINESS
1. Approve 2015 meeting dates- Whitney French made a motion seconded by Ken Donart. With all ayes the meeting dates are approved.
2. Discuss potential landmarks and how we will contact them-update on discussion with the Gaylord House- Mr. Garrigan stated he got to meet Candice Hadley with Bobby Bergstone and Stephanie Todd. Candice would like to landmark her house. Mr. Garrigan gave her the application and explained it is an Italianate and it’s been featured in several magazines and a fully accessible home since her son is handicapped. Ms. Hadley is excited and Mr. Garrigan will follow up with her in the next few weeks to submit in January, public hearing in February, approved by the County Board in March and then present it at Preservation Month in May. Michael Lambert has put together a narrative on the history of the property. Mr. Garrigan is going to reach out to the Farnsworth house to discuss landmarking it as well in 2015.

Historic Preservation Meeting Minutes 12.17.14
OLD BUSINESS

1. Review and approve picture taking process- Planner Zubko stated in the packet is the modified version that was discussed at the last meeting. Whitney French made a motion to approve the picture taking process. Ken Donart seconded the motion. With all in favor the process was approved.

2. Update on Millbrook Bridge- Jeff Wehrli stated when he contacted 2 excavating companies on a cost estimate and they did not want to do it at this time if it would not be done. Mr. Scott Gryder has talked to CMAP in helping fund this bridge project. He is also going to go take a look with Laura, the grant writer from the Forest Preserve. The CMAP trails plan shows the bike trail. There was a brief discussion on the types of grants and how to pursue them.

3. Review where the Committee left off for intergovernmental agreements- Planner Zubko stated in the packet is information on where we left off. Mr. Wehrli brought up the fact that in Kane County they approach the municipality when someone from that municipality approaches the historic preservation commission to landmark. The Commission would like to review the agreement and put together questions for the States Attorney’s Office. The Commission started to discuss the document with regards to indemnification. Everyone is fine with page 1, page 2 there are some items that need to be highlighted. On Page 4 Mr. Wehrli thought ordinance changes should also be reviewed by the municipality. Mr. Garrigan said maybe anything pertaining to that landmark, Mr. French stated it would be for any future landmarks in that municipality as well. Narrow it down to regulations pertaining to existing landmarks and not if it’s something small. The city could review if it would affect the landmarks. There was discussion of demolition permits and if we had a demolition ordinance. ACTION: Mr. Garrigan is going to send Planner Zubko the draft demolition ordinance to look at here next month. Page 4, section 10 there is a comment, Mr. Wehrli stated there are 3 sections referring to terminate. Ms. French stated landmark designation cannot be revocable. Severing should be in section 10 and another paragraph about a hand off if the municipality has its own historic preservation commission. Moving onto pages 5 and 6. Section 15 is overkill, ACTION: Planner Zubko will ask the SAO if we can remove section 15. Page 6 delete the last sentence. ACTION: This will be brought back next month.

4. Discussion on grants for courthouse windows- Ms. French stated for grants we need to show the difference in restoration verse replacement. Ms. French has been playing phone tag with Ms. Hacker and Carol Dyson, she left a message for Anthony Rabano, an architect to help figure out what resources are out there. The Courthouse is on the national register and should qualify. She thinks Landmarks will have small grants and suggest we go to the state agency. Also Driehaus is a good option. ACTION: Ms. French will wait to hear back from Anthony. There was discussion that the preservation does not talk about thicker insulated windows or trying to get them dual pane or retrofit. We need to compare apples to apples on our bids. ACTION: Planner Zubko will work with Mr. Smiley on what needs to be replaced/fixed by the next meeting being very specific.

5. Discuss and decide what is next for the reconnaissance survey- update on where we are at with regards to how many are complete, how many need to get done, etc.- Planner Zubko stated in the packet is the updated chart where we are at.

6. Discussion on public outreach event- This was not discussed tonight so this action will remain. ACTION: Michael Garrigan is going to talk to Doug Farr.

7. Review Reconnaissance Survey Pictures- These will be looked at if we have time at the end of the meetings.
PUBLIC COMMENT
There was no public comment at this time.

ADJOURNMENT- Next meeting will be January 21, 2015 – Ken Donart made a motion to adjourn, seconded by Jeff Wehrli, all agreed. Chairman Michael Garrigan adjourned the meeting at 8:40 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Planning & Zoning Manager

January 21st Whitney French will be absent.
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 5. The City agrees to adopt any ordinances reasonably necessary to implement this agreement.

Section 6. Any property located within the municipal limits of the United City of Yorkville which are lying within the County and 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 and/or demolition of both either nominated and an approved landmark or listed landmarks and preservation districts. If an ordinance modification could potentially affect an approved landmark or preservation district the City shall also approve of the ordinance change.

Section 7. 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 8. 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 9. 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 10. 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 mutually approved and duly signed by a representative of the party wishing to terminate this Agreement, acting under the authority of their respective governing body.

[Comment [a1]]: We should clarify does this remove Landmark's status from the landmarked buildings or just remove the County's oversight?

County Historic Preservation Commission Chairman. If termination of this agreement is due to the City enacting a Historic Preservation Commission, the City's adopted Historic Preservation Ordinance shall be approved by the City and also the Kendall County Historic Preservation Commission to assure similar requirements to approved landmarks and preservation districts. At the time of adoption of a Historic Preservation Ordinance then any approved landmarks will change jurisdiction over to the City.

Section 11. Termination of this agreement shall not revoke protection of and previously approved landmarks or preservation districts. As long as a property is landmarked or in a preservation district it must abide by the rules which were in effect when it was approved.
Section 412. 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.

Section 4213. 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 4314. The United City of Yorkville shall defend with counsel of the County’s own choosing, indemnify and hold harmless the County of Kendall, it 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 4415. 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 4515. 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 4.16. 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 4.16. 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

By: ____________________________    By: ____________________________
   Chair, Kendall County Board

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

By: ____________________________
   Mayor

Attest:

_______________________________
County Clerk

Attest:

_______________________________
City Clerk
Section 15 covered both auto and general liability insurance – while auto is not as much of a concern for you, the general liability is. As such, I do not see a reason to be removing the language. It is rather routine to have such insurance guarantees. If you delete the section you will essentially be telling them they do not have to have insurance covering anyone and that you do not need to be named as an additional insured when providing them assistance.

In regard to the removal of Section 16’s 2 year term, I would always advise agreements to only be for a time span within the term of the Board. As you know, the general rule is that a contract cannot be for a term longer than a sitting board, otherwise it is seen as restraining that future Board’s actions. As such, we advise to do agreements for no longer than a 3 year term. However, the Board may choose to not take our advice on this issue if they like. It is their decision. Though, as you are proposing it, this agreement would go on indefinitely and thus be for a term longer than the Board.

Otherwise, I would consider that the revised termination clause may be too restrictive as it allows one party to refuse to agree and thus force the contract to continue in perpetuity. (This does not allow the County to terminate the contract unless the city agrees.) I would urge you to revisit the first draft language I had provided on this issue.

From: Angela L. Zubko
Sent: Wednesday, January 07, 2015 9:06 AM
To: David Berault; Leslie Johnson
Subject: Historic Preservation Commission Intergovernmental Agreement

David,

You have made some modifications to the attached agreement before and the Commission is trying to finalize the document. We have some wording to fix so please don’t re-read the whole document but they were wondering if we could delete section 15 and 16 in its entirety. Section 15 talks about auto insurance and section 16 talks about the length of the agreement which is discussed in section 10. There is no length but it can be terminated.

Thanks,

Angela L. Zubko
Planning & Zoning Manager | 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
DEMOLITION ORDINANCE

WHEREAS, the Village of Plainfield (Village) is a home rule municipality.

WHEREAS, the Village and Downtown are under pressure for new residential and infill development.

WHEREAS, the Village has as a policy determined it is important to regulate demolitions in view of the potential impact on the Village of Plainfield.

WHEREAS, as the oldest community in Will County, Plainfield believes that its existing historical character and sense of place are important in maintaining the current standards and property values for the community.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF PLAINFIELD, AS FOLLOWS:

Definitions

Alternative Analysis- process in which the applicant and the Historic Preservation Commission analyze whether there is any alternative that is economically feasible to a proposed demolition. This process could include an alternative plan prepared with the professional assistance of an architect, planner or landscape architect.

Architectural Significance- embodying the distinctive characteristics of a type, period style or method of construction or use of indigenous construction, or representation the work of an important builder, designer, architect, or craftsman who has contributed to the development of the community, county, state, or nation.

Demolition- The demolition or removal of fifty (50)% or more of any elevation or floor area of any building or structure.

Demolition Activity- any activity related to actual demolition or razing of any building or structure.

Historic Significance- having character, interest or value as part of the development, heritage, or culture of the community, county, state or nation; as the location of an important local, county, state or national event; or through identification with a person who has made important contributions to the development of the community, county, state, or nation.

Structural Integrity- A professional study completed by a licensed structural engineer or licensed architect relating to the major building components; a measure of quality of construction and the ability of the structure to function as designed or required; the quality or state of being complete or undivided.
Surveys- Professional study conducted with the involvement of the Historic Preservation Committee that identifies historical and architecturally significant structures within the Village and Will/Kendall County. Architecturally significant structures may be from any period, including recent construction.

Demolition Permit application

1. The Planning Director may direct the Building Department to issue a demolition permit if any of the following conditions apply:
   a. If fifty (50)% or more of the floor area of the existing building or structure is damaged or destroyed by collapse, explosion, fire, lightning, or other cause or Act of God.
   b. If through consultation with the Historic Preservation chairman, it is determined the property is not identified as a potential landmark or contributing structure as identified in the Village of Plainfield’s Urban Historical Survey or 50 years in age.

Permit Application
   a. Any applicant shall submit the attached permit application along with a concept plan or site plan for any replacement structure on the subject site if applicable.
   b. The applicant shall schedule a pre-application meeting with the Planning Department prior to submitting a demolition permit application.

Preliminary Review

1. Unless the property is identified as a local landmark or part of a Historic District, within thirty (30) days after the filing of a completed application the Village Planner shall schedule a public hearing to be held before the Historic Preservation Commission.
2. A minimum of fifteen (15) days prior to the scheduled public hearing, the Planning Department shall post a public notice sign on the subject property stating that a public hearing on a proposed demolition has been scheduled before the Historic Preservation Commission with the date, time and location of the hearing.
3. Prior to the scheduled public hearing, staff shall prepare a staff report with any applicable survey forms, historic photographs and any historical research that may be available on the subject property.

Public Hearing

Public Hearings on demolitions shall be heard before the Plainfield Historic Preservation Commission and the Historic Preservation Commission shall serve as a recommending body to the Plainfield Village Board.

1. Following the public hearing the Historic Preservation Commission shall enter a finding of fact whether the subject property incorporates sufficient historic or architectural significance to warrant a ninety (90) day delay to allow the Village and the applicant to complete an "alternative analysis."
2. The Historic Preservation Commission prior to recommending any delay in the proposed demolition along with the required “alternative analysis” shall be required to find a minimum of one (1) of the following findings of facts:

   a) The Village’s urban or rural survey shall identify the property as a potential landmark or contributing structure and there is sufficient architectural significance to warrant a delay in the demolition.
   b) The property has been listed on the National Register of Historic Places.
   c) The property has been listed on the Illinois Historic Structure Survey or alternatively the Will County or Kendall County Historic Surveys.
   d) The property has been determined to be eligible on the National Register of Historic Places.
   e) Listed as a significant historic place or a contributing structure based on a historical survey or historical tract search.

3. At the Conclusion of the Public Hearing, the Historic Preservation Commission shall make a recommendation to the Village Board that a ninety (90) day delay of the proposed demolition should be issued to afford the opportunity by the HPC and the applicant to complete an “alternative use analysis”. If the Historic Preservation Commission concurs with the requested demolition, a demolition permit shall be issued by the Village of Plainfield’s Building Department within the ten (10) days of the Public Hearing.

Village Board Determination

If the Historic Preservation Commission makes a recommendation for a ninety (90) day delay and “alternative analysis”, the matter shall be scheduled for a Village Board meeting within seven (7) days after the HPC’s Public Hearing. The Village Board shall have the sole discretion to follow the recommendation of the Historic Preservation Commission and approve a three (3) month delay or approve the demolition permit as requested. If a demolition is approved by the Village Board, the Plainfield Building Department shall issue the permit within ten (10) days of the Village Board meeting.

Demolition Permits

All Demolition permits shall be valid for a period not to exceed one year from the date that the Plainfield Building Department issues the permit and shall not be renewable. If the proposed plan changes, Demolition Permits shall not be transferable from the original applicant. However, if the same proposed plan is still being proposed, demolition permits shall be transferrable. Failure to proceed with the required demolition during the one year grace period shall require the applicant to proceed with a new application which will be reviewed and approved by the Village Board.

Prior to proceeding with a demolition, the applicant shall comply with the following conditions:

1. The applicant shall post proof of a certificate of liability insurance in the amount of $500,000.00 and surety bond in the amount of $20,000.00 prior to the demolition.
2. The applicant shall post a demolition sign with the minimum dimensions of four feet by four feet in front of the property visible from the nearest right-of-way stating that the property has been approved for a demolition and the date of the scheduled demolition.
3. Prior to a demolition an eight foot security fence shall be installed around the demolition site securing the site prior and during the demolition of the structure.

4. That the applicant shall either remove or fill in any existing foundation of a demolished structure within seven (7) days after the principle demolition work has been completed.

5. That the applicant shall be responsible for removing all debris from the subject site within seven (7) days from the date of the principle demolition work has been completed and is responsible for grading and sodding any site once all the debris has been removed from the site.

Demolitions without required permits

Any owner who proceeds with a demolition in the Village of Plainfield without a demolition permit shall be subject to a penalty of $750.00 per offense or day that the applicant fails to comply with the Village’s demolition ordinance.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

Passed this ____ Day of ______________________, 2014

Approved this______ Day of ______________________, 2014

________________________________________

Village President