

KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE MEETING
111 West Fox Street • Room 209 and 210 • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179
AGENDA

Tuesday, February 14, 2017 – 6:30 p.m.

CALL TO ORDER

ROLL CALL: Lynn Cullick, Bob Davidson (Chair), Scott Gryder, Judy Gilmour and Matt Kellogg (Vice Chair)

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of Minutes from the January 9, 2017 Meeting

EXPENDITURE REPORT: Recommend Approval of claims to the Finance Committee in the amount of \$12,053.42

PUBLIC COMMENT:

PETITIONS:

1. Request for Conditional Use Permit

a. 17-03 – Laura Hubbard

Request: Conditional Use Permit Request to Hold a Seasonal Event; Property is Zoned A-1
Location: 7626 Ashley Road, Yorkville
PIN 05-11-300-002, Kendall Township
Purpose: Request for a Conditional Use Permit to Allow Petitioner to Hold a Seasonal Event on June 24, 2017

NEW BUSINESS:

1. Request for Building Permit Refund-Rick Montemayor, 60 Eastfield Road, Montgomery
2. Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, IL and the United City of Yorkville, IL
3. Update on Petitions Submitted Since Previous Meeting:
 - a. 17-01 – Mike and Cherie Bond**

Request: Variance Reducing the Front Yard Setback from 150 feet to 119.14 feet; Property is Zoned A-1
Location: 232 Creek Road, Plano
PIN 01-05-176-005, Little Rock Township
Purpose: Request for Variance to Allow Petitioner to Construct a Horse Barn
4. Kendall County Planning Commission Annual Meeting-February 25

OLD BUSINESS:

1. Update on Petitions Submitted Prior to Previous Meeting:
 - a. **16-22 – JA Schleining LLC d/b/a Jet’s Towing Service**
Request: Zoning Map Amendment
Location: 790 Eldamain Road, Bristol Township
Purpose: Request for approval of a Zoning Map Amendment to rezone 8.8 acres from A-1 (Agricultural) to M-1 (Limited Manufacturing)
 - b. **16-14 – Robert Delaney** (Continued from July 27, 2016)
Request: Special Use
Location: 16502 Church Road, Lisbon Township
Purpose: Request for a special use in the A-1 Agricultural District to Operate an Outdoor Shooting Range
 - c. **16-26 – John and Sharon Pagel Living Trust**
Request: Rezoning from R-1 to R-3
Location: 2380 Douglas Road (Northeast Corner of Douglas Road and Burkhart Drive) PIN 03-15-251-009, Oswego Township
Purpose: Request to Rezone to Allow Petitioner to Subdivide the Property
2. Kingmoor Private Drive Relocation
3. Winery Memorandum
4. Update on Noise and Gun Range Memoranda
5. Update on Special Use Permit at 9111 Ashley Road

UPDATE FOR HISTORIC PRESERVATION COMMISSION:

1. 17-02 – Historic Preservation Ordinance Amendment
Approval of an Ordinance Amending the Kendall County Historic Preservation Ordinance: Article II “Organization” by Reducing the Number of Commission Members to Five, Removing the Professional Credential Requirements, and Other Changes Caused by the Reduction in Size of the Commission

REVIEW PERMIT REPORT

REVIEW REVENUE REPORT

CORRESPONDENCE

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURNMENT

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of January 9, 2017 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Acting Chairman Scott Gryder at 6:31 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick, Judy Gilmour, Matt Kellogg, Board Chairman Scott Gryder

Committee Members Absent: Committee Chairman Bob Davidson

Also Present: Jeff Wilkins, County Administrator; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

Motion by Member Gilmour, second by Member Cullick, to approve the agenda as written. With a voice vote of four ayes, the motion carried.

APPROVAL OF MINUTES

Motion by Member Gilmour, second by Member Cullick, to approve the minutes from the December 19, 2016 meeting. With a voice vote of four ayes, the motion carried.

EXPENDITURE REPORT

Committee reviewed the claims report. Motion by Member Gilmour, second by Member Kellogg to recommend approval of claims to the County Board in the amount of \$1,257.74. By roll call vote motion carried 4-0.

PUBLIC COMMENT

None

PETITIONS

None

NEW BUSINESS

Staff provided an update on three cases, Jet's Towing, Delaney Gun Range, and Pagel Rezoning.

Jet's Towing, located at 790 Eldamain Road, requested a rezoning from A-1 to M-1 and variances related to fencing (landscaping) and parking surface. The Committee noted that the United City of Yorkville expressed opposition to this proposal. The Committee requested clarification on the supermajority requirement needed for approval of this case when it goes before the County Board. Discussion occurred regarding code compliance. Mr. Wilkins explained that the rezoning and variance process was the route the petitioner was going to get into compliance. This proposal goes before the RPC on January 25th and the ZBA on January 30th.

Robert Delaney, 1502 Church Road, requested a special use permit to operate an outdoor shooting range on property zoned A-1. The Special Use Hearing Officer will hear this proposal on April 3rd.

John and Sharon Pagel, 2380 Douglas Road, requested a zoning map amendment to rezone their property from R-1 to R-3 in order to split the parcel and construct another home on the eastern half of the property. This proposal goes before the RPC on January 25th and the ZBA on January 30th.

OLD BUSINESS

Mr. Asselmeier reported that he is aware of the Committee's request for research related to noise regulations. Mr. Asselmeier will have more information at the next Committee meeting.

UPDATE FOR HISTORIC PRESERVATION

The Committee reviewed a resolution recognizing the community service of Stephanie Todd. Motion by Member Gilmour, second by Member Cullick, to approve the resolution as written. With a voice vote of four ayes, the motion carried.

Mr. Asselmeier presented an email from the Illinois Historic Preservation Agency stating that Kendall County could set its own criteria for membership on the Historic Preservation Commission. Discussion occurred regarding relaxing the professional membership requirements and reducing the size of the Historic Preservation Commission from five to seven. The Committee requested staff to modify the membership criteria and prepare an amendment for the next Committee meeting.

REVIEW PERMIT REPORT

Committee reviewed the permit report.

REVIEW REVENUE REPORT

Committee reviewed the revenue report.

CORRESPONDANCE

Mr. Asselmeier presented email correspondence from John Golkosky, 43 Timber Lane, Yorkville, regarding the proposed relocation of Kingmoor Drive. Kingmoor Drive is a private road connecting U.S. 34 to several houses along the Fox River. The Illinois Department of Transportation plans to construct a detention basin as part of the U.S. 34 widening project; IDOT worked with the local property owner to relocate Kingmoor Drive for this widening project. Mr. Golkosky is concerned about traffic lights shining into his home and noise. Per Kendall County's Zoning Ordinance, a private street can be a maximum 500 feet; the proposed relocation would be greater than 500 feet. Upon review of the matter, Mr. Wilkins explained that, because this was a state sponsored project, the Kendall County Stormwater Ordinance would not apply and some questions existed whether or not the Zoning Ordinance applied to this project. The Committee had no objections to staff pursuing a legal opinion from the State's Attorney's Office on the question of whether or not the Zoning Ordinance applied in this case.

PUBLIC COMMENT

None

EXECUTIVE SESSION

None

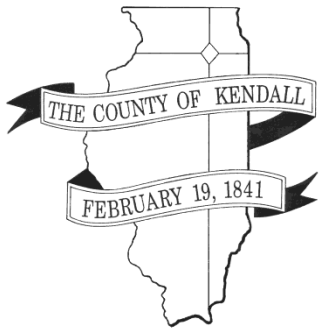
ADJOURNMENT

Member Cullick motioned to adjourn, second by Member Gilmour. With a voice vote of four ayes, Acting Committee Chairman Davidson adjourned the meeting at 7:07 p.m.

Minutes prepared by Matthew Asselmeier, AICP, Senior Planner

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
	BUILDING AND ZONING						
1	110565 KENDALL PRINTING	2304	SENIOR PLANNER BUSIN	01/17/17	01020026200	OFFICE SUPPLIES	53.00 53.00*
2	230933 WBK ENGINEERING, LLC	17360	KENDALL COUNTY REVIE	01/17/17	01020026363	CONSULTANTS	277.50 277.50*
3	110545 KENDALL COUNTY RECORDER	729	11/15/16 RECORDING 2	01/17/17	01020026370	RECORDING EXPENSE	98.00 98.00*
			Total BUILDING AND ZONING				428.50*
	ENGINEERING/CONSULTING ESCROW ACCT						
4	230933 WBK ENGINEERING, LLC	17359	FIELD INSPECTIONS11/	01/17/17	59020000046	FOX METRO WATER REC DIST	4,263.08 4,263.08*
			Total ENGINEERING/CONSULTING ESCROW				4,263.08*
			GRAND TOTAL				4,691.58**

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
BUILDING AND ZONING							
1 011918	MATT ASSELMEIER	JANUARY	STORMWATER MEETING 1	02/07/17	01020026205	MILEAGE	31.14 31.14*
2 090304	ICC CERTIFICATION & TESTING DE	3114429	ICC CLASS - FEBRUARY	02/07/17	01020026206	TRAINING	240.00 240.00*
3 012018	AT & T MOBILITY	01282017	12/22 - 1/21/17 CELL	02/07/17	01020026207	CELLULAR PHONE	74.09 74.09*
4 190816	SHAW MEDIA	10098704	KCRPC PUBLIC NOTICE	02/07/17	01020026209	LEGAL PUBLICATIONS	115.80 115.80*
5 110531	KENDALL CO HIGHWAY DEPT	JANUARY	JANUARY GASOLINE 201	02/07/17	01020026217	VEHICLE MAINT/REPAIRS	165.49 165.49*
6 200580	TESKA ASSOCIATES INC	7454	TESKA - DECEMBER PBZ	02/07/17	01020026363	CONSULTANTS	2,660.00
7 230933	WBK ENGINEERING, LLC	17455	KINGMOOR, IDOT, HACK	02/07/17	01020026363	CONSULTANTS	780.13 3,440.13*
Total BUILDING AND ZONING							4,066.65*
ENGINEERING/CONSULTING ESCROW ACCT							
8 230933	WBK ENGINEERING, LLC	17456	FOX METRO EXPANSION	02/07/17	59020000046	FOX METRO WATER REC DIST	2,827.19 2,827.19*
9 230933	WBK ENGINEERING, LLC	17457	ANTOS REVIEW 1/2 -	02/07/17	59020000047	ANTOS BRIDGE SD 15-06	468.00 468.00*
Total ENGINEERING/CONSULTING ESCROW							3,295.19*
GRAND TOTAL							7,361.84**



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: PBZ Committee

From: Matthew H. Asselmeier, AICP

Date: February 8, 2017

Re: A-1 Conditional Use – Seasonal Festival – 7626 Ashley Road, Kendall Township

Laura Hubbard filed a conditional use permit application for the property at 7626 Ashley Road in Kendall Township to hold a one-day festival on Saturday, June 24, 2017, from 9:00am to 5:00pm, called “Summer on the Farm Craft and Artisan Market”. The subject property is zoned A-1. Seasonal Festivals, such as the proposed event, are permitted as conditional uses in the A-1 Agricultural District. The petitioner held two (2) similar events last year on June 25th and October 15th.



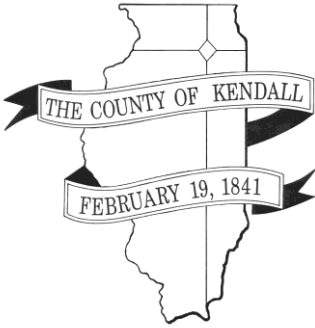
The Zoning Ordinance restricts the amount of seasonal festivals that may occur on a property to one (1) event during a calendar year. Additional seasonal festivals may occur on a property only with the authorization from the Planning, Building, and Zoning Committee.

Staff recommends approval of the Conditional Use permit for the season festival contingent on a completed and signed affidavit by the applicant stating that all requirements will be met. This affidavit is the same as previous affidavits for this use at the subject property and is included as Exhibit A. If the PBZ Committee concurs with Staff’s recommendation, it may take final action on the application.

MHA

Attachment

Exhibit A



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

CONDITIONAL USE PERMIT

This CONDITIONAL USE PERMIT is for the purpose of operating a seasonal festival in the A-1 zoning district on June 24, 2017.

NAME(S): Laura Hubbard
PIN(S): 05-11-300-002
ADDRESS: 7626 Ashley Road, Yorkville, IL

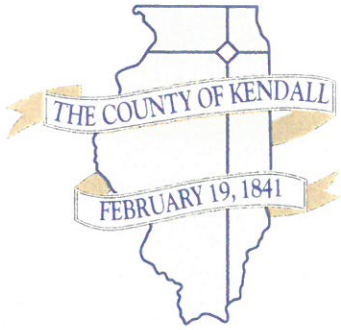
The petitioners agree to the following terms and conditions on the conditional use:

1. Adequate parking on site shall be provided in such a way that no on-street parking is necessary.
2. Event areas, stands, booths, parking and other uses and facilities appurtenant to the site shall not be located within 150 feet of a residential district, or residential structure located off the subject zoning lot unless written consent from the effected residents is provided to the Planning, Building and Zoning Office.
3. The operator shall have adequate waste receptacles and toilet facilities on site as determined in writing from the Department of Health and Human Services.
4. No alcohol shall be sold on the premises.
5. Petting Zoos shall provide adequate hand sanitation devices as determined by the Department of Health and Human Services.
6. All food prepared or sold on site shall comply with the Department of Health and Human Services requirements.
7. Noise levels generated from non-agricultural sources shall not exceed 60 dBA as measured at the nearest occupied residential structure on an adjoining property.
8. The operator shall provide adequate crowd control and parking direction as reasonably determined by the Kendall County Sheriff's Office.
9. No event activity shall start earlier than 9:00 A.M. any day of the week, and shall end no later than 10:00pm, Monday thru Wednesday and no later than 11:30pm Thursday thru Sunday.
10. Events shall be permitted once a year unless otherwise approved by the PBZ Committee.
11. Seasonal Festivals shall be permitted up to, but not exceed, ninety (90) consecutive days in length in one calendar year.
12. Accessory uses including but not limited to temporary vendors engaged in the sale of ancillary items not produced on site but which are related to products produced on site or associated with the season shall be permitted during the duration of the Seasonal Festival subject to the review and approval of the Zoning Administrator.
13. All signage shall comply with Section 12.00 of the Zoning Ordinance.
14. All proposed lighting shall be non-obtrusive onto adjoining properties and should not exceed 0.2 foot-candles at any property line.
15. Any Seasonal Festival which cannot meet these standards may still be permitted if approved as a Special Use. An applicant seeking an approval of the conditional use shall submit an application to be acted upon by the Zoning Administrator. The Zoning Administrator may, at his or her discretion, refer the request to the Planning, Building and Zoning Committee of the County Board for recommendation prior to taking action. In addition, the petitioner may appeal the decision of the Zoning Administrator in the review of a Conditional Use for a Seasonal Festival to the PBZ Committee. In such instances the PBZ Committee shall be the final authority in deciding upon such requests.

*Subscribed and sworn to before me
this _____ day of _____, 2017*

Signature of Owner/ Date

Notary Public



PLANNING, BUILDING & ZONING DEPARTMENT

111 WEST FOX STREET – ROOM 316 YORKVILLE, ILLINOIS 60560-1498

630/553-4141 • FAX 630/553-4179

MEMO

January 23, 2017

To: Planning Building & Zoning Committee

Re: Approval for refund of \$50 Building Permit Fee
Address: 60 Eastfield Rd. Montgomery, IL. 60538

Please review attached letter from Rick Montemayor requesting a refund for Building Permit 03-2016-150. Per Kendall County Building Code, all refunds must be approved by the Planning, Building and Zoning Committee of the County Board.

1-9-17

To WHOM IT MAY CONCERN:

We no longer need Permit #03-2016-150
SINCE WE NEVER BUILT Shed. PLEASE
refund the \$50.00 fee & Mail to:

60 EASTFIELD Rd.
MONTGOMERY, IL 60538

Thank You,
Rick MONTENAYOR



KENDALL COUNTY PLANNING, BUILDING & ZONING

ick Montemayor

Permit # 03-2016-150



CHECKLIST

- 2 Sets of Blueprints
- 2 Plats of Survey w/Dimensions
- Construction Type
- Use (if required)
- Grading Plan

- Driveway Plan & Profile
- Site Staked/Identified
- Contact Names/Numbers
- Signatures

Pending Approvals:
 Well & Septic *N/A*
 Culvert

DATA / APPROVALS

Parcel ID (Tax) #: 03-04-478-026
 Address: 60 Eastfield Rd
 Subdivision: Boulder Hill Montgomery
 Zoning District: R-6 Approved: [Signature] Unit 23 Lot 45
 Construction Type: Shed Area & Bulk OK
 Flood Zone: X Panel #: 17093C-0054G Elevation Certificate Required? No
 Well & Septic #: _____ Date Completed: _____
 Culvert: Diameter: _____ Length: _____ Driveway: _____ Grading Plan: _____
 Proposed Top of Foundation: _____ M.E.: _____ Actual Top of Foundation: _____

PERMIT

- Plan Review _____
- Site Inspection _____
- Footing _____
- Foundation Wall _____
- Backfill _____
- Slab (1) _____
- Slab (2) _____
- Meter Socket _____
- Frame/Wire _____
- Insulation _____
- Final _____
- Occupancy _____
- Single Family _____
- Dwelling _____

FEES

PLUMBING

- Under Floor _____
- Rough _____
- Final _____

LAND-CASH

- School _____
- Parks/F.P. _____

DISTRICTS

- Fire _____
- Post Office _____
- Grade School _____
- High School _____
- Park/Forest Preserve _____
- OFFSITE ROADWAY _____

OTHER

- Zoning Cert. 50
- Address _____

Total Due

- Date Paid _____
- Check # _____

ENGINEER
 Review
 TO BE PAID SEPARATELY

Total Due

- Date Paid 8/27/16
- Check# 6932

Receipt #58784

Zoning Conditions of Permit: 2015 Cert only

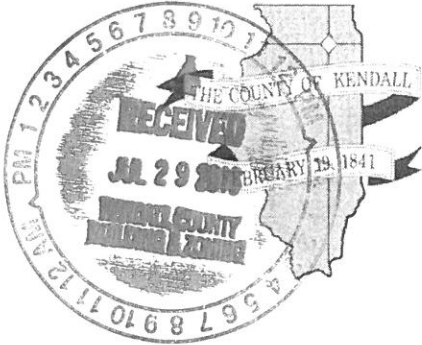
Site Inspection N/A / / PERMIT APPROVED BY [Signature] *S. Hill*

INSPECTIONS/APPROVAL DATE

Footing _____	Slab (1) _____
Backfill _____	Slab (2) _____
Foundation Wall _____	Electric Service _____
Frame/Wire _____	Insulation _____
Under Floor Plumbing _____	Rough Plumbing _____
Final/Occupancy _____	Final Plumbing _____

DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street, Yorkville, IL 60560
(630) 553-4141 Fax (630) 553-4179
www.co.kendall.il.us



BUILDING PERMIT APPLICATION

Permit Number 03-2016-150

APPLICANT DATA

OWNER CONTRACTOR
Name Rick Montemayor
Address 60 EAST Field Rd.
City, Zip Montgomery IL 60538
Phone 630-957-7845
Email

Address of Property (or distance & direction to nearest intersection) Douglas Rd. & Rt 30
Property Identification number (PIN) 03-04-478-026

SIZE OF CONSTRUCTION

1st Floor sq.ft. # Bedrooms #Baths
2nd Floor sq.ft. Sign sq.ft.
Basement sq.ft. Deck sq.ft.
Porch sq.ft. Accessory Building 120 sq.ft.
Garage sq.ft. Building Height Ft.
(Finished Grade to Highest Point)

Estimated Cost of Construction \$ 1800 (Labor & Materials)

CONTRACTOR LICENSE NUMBERS

Plumbing Contractor State License #
Roofing Contractor Dept/ Professional Regulations #
Electrical Contractor License #

PLEASE CONTINUE ON NEXT PAGE

TYPE OF CONSTRUCTION & SUBMITTALS REQUIRED (check one)

- House** (01)
See Full Handout for requirements.
- Garage** (02)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings. (Garage example available)
- Accessory Building** (03) Use of building Shed
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings. (Shed example available)
- Addition** (04)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.
- Remodeling** (05)
2 sets of Plat of Survey indicating placement of existing structures.
2 sets of Building Blueprints or drawings.
- Commercial Building** (06) (07)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
Check with Code Official for requirements for Building Blueprints.
- Farm Building** (08) Use of building _____
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
- Sign** (09) Illuminated _____ Non Illuminated _____
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.
- Swimming Pool** (12) Above Ground _____ In Ground _____
See Swimming Pool Handout for requirements.
- Deck** (13)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings. (Deck example available)
- Demolition** (14)
2 sets of Plat of Survey indicating structure to be removed.
- Electrical Only** (15)
2 sets of Plat of Survey indicating placement of existing structures.
2 sets of Building Blueprints or drawings.
- Communication Tower** (16)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Stamped and Sealed Drawings & Calculations for the Tower.
Approval Letter from the FCC
Approval Letter from the FAA
Lease Agreement for the property.

- Change in Occupancy/Life Safety** (17)
2 sets of Plat of Survey indicating placement of existing structures.
2 sets of Building Blueprints or drawings.
- Driveway** (18)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.
- Fire Restoration** (19)
2 sets of Plat of Survey indicating placement of existing structures.
2 sets of Building Blueprints or drawings.
- Patio** (20)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.
- Wind Turbine** (21)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.
- Flood Damage** (22)
2 sets of Plat of Survey indicating placement of existing buildings.
2 sets of Building Blueprints or drawings.
- Generator** (23)
2 sets of Plat of Survey indicating placement of construction and distance to all property lines.
2 sets of Building Blueprints or drawings.

PLEASE NOTE:

Any omitted information on building blueprints, site plans or application will delay the issuing of building permit. Typical turnaround of permits depends on type of project....please inquire for specific type of building when applying.

The original YELLOW application must be turned in for processing.

1. All work shall comply with the Codes and Ordinances of the County of Kendall, even if an error or omission was not identified on the approved plans.
2. All information contained in this application and on the building plans is to the best of my knowledge, true and accurate and in compliance with the codes and ordinances of the County of Kendall.

SIGNATURES

Rick Montenegro

Owner

Contractor

7/24/2016

Date

Date

ANY PERMIT ISSUED SHALL BECOME INVALID IF THE AUTHORIZED WORK IS NOT COMMENCED WITHIN SIX MONTHS AFTER ISSUANCE OF THE PERMIT OR IF THE AUTHORIZED WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX MONTHS AFTER THE TIME OF COMMENCING THE WORK.

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2017-__**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and the United City of Yorkville 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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of February, 2017.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2017**

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) by and between the County of Kendall, a 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, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *"Parties"*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

EXHIBIT "A"

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

EXHIBIT "A"

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

EXHIBIT "A"

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

EXHIBIT "A"

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including 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 attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

EXHIBIT "A"

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

EXHIBIT "A"

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

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.

Section 18. 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

EXHIBIT "A"

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. 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 Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

EXHIBIT "A"

the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

EXHIBIT "A"

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2016-05

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and the United City of Yorkville 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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

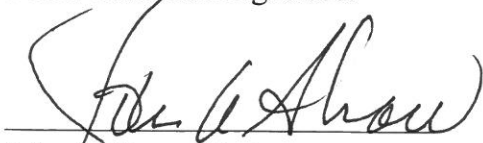
WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

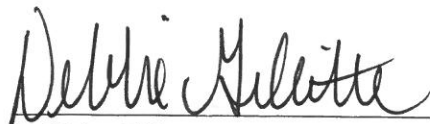
Approved and adopted by the County Board of Kendall County, Illinois, this 16th day of March, 2016.

Board Chairman Signature:



John A. Shaw, Chairman
County Board

Attest:



Debbie Gillette
County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2016**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) by and between the County of Kendall, a 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, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *“Parties”*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including 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 attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

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.

Section 18. 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

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. 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 Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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


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

By: 
Chair, Kendall County Board

By: _____
Mayor

Date: 3/16/16

Date: _____

Attest:

County Clerk

Attest:

City Clerk

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: 3/14/16

Attest:

Attest:

County Clerk

_____
City Clerk



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

December 18, 2014

Brian Holdiman
Kendall County
111 W. Fox Street
Yorkville, IL 60560

Re: Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services

Dear Brian,

Enclosed please find a signed copy of Resolution No. 2014-34 – Approving a First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County and the United City of Yorkville. Also enclosed are two executed First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services agreements. After execution by Kendall County, please return one signed agreement to my attention.

Sincerely,

Lisa Pickering
Deputy Clerk

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY,
ILLINOIS AND YORKVILLE, ILLINOIS**

WHEREAS, the United City of Yorkville, Kendall County, Illinois is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the County of Kendall is a duly organized and validly existing unit of local government of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

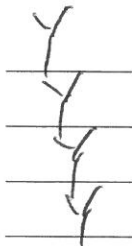
Section 1. That the First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and Yorkville, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and the City Clerk are hereby authorized to execute and deliver said First Amendment on behalf of the United City of Yorkville.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 25 day of November, 2014.


CITY CLERK

CARLO COLOSIMO



JACKIE MILSCHEWSKI

CHRIS FUNKHOUSER

ROSE ANN SPEARS

KEN KOCH


LARRY KOT

JOEL FRIEDERS

DIANE TEELING



Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
2 day of DECEMBER, 2014.


MAYOR

Attest:

City Clerk

COPY

COUNTY OF KENDALL
RESOLUTION 2013- 17

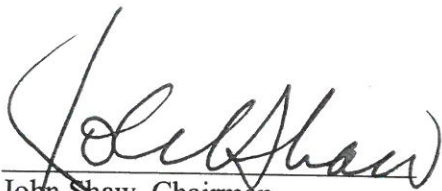
**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL
COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS**

BE IT RESOLVED, by the County Board of Kendall County, Illinois, as follows:

Section 1. That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and Yorkville, Illinois*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Shaw, County Board Chairman, is hereby authorized to execute said agreement on behalf of Kendall County.


Section 2. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of May, 2013.



John Shaw, Chairman
County Board

Attest:



Debbie Gillette
County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND
YORKVILLE, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“*the Agreement*”) by and between the County of Kendall, a 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, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; initial site inspections prior to a permit being issued and plumbing inspections.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2 for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2 for their respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of

Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by the County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor the County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of all parties.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use its own equipment, tools and vehicles, and

the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including 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 attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such, when the City performs an inspection for the County, the City will defend with counsel of the County's own choosing, indemnify and hold harmless the County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When the County performs an inspection for the City, the County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to the County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

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.

Section 18. 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 as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of the 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. Further, nothing in this agreement should be interpreted to give the County or City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, the County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments,

pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. This Agreement may be amended only with written consent of all parties hereto.

Section 24. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 25. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

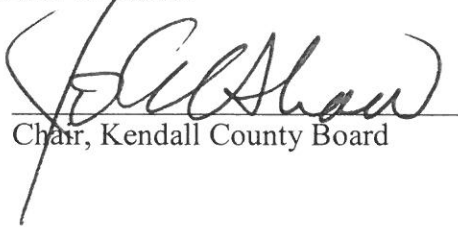
Section 26. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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.

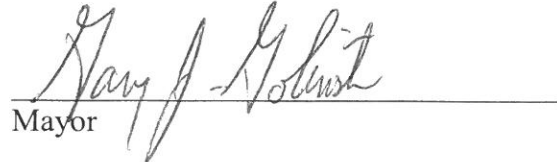
County of Kendall, a unit of local government of the State of Illinois

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

By:


Chair, Kendall County Board

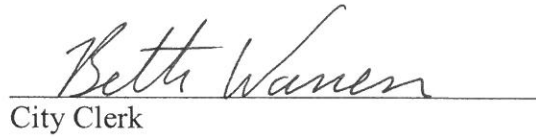
By:


Mayor

Attest:


County Clerk

Attest:


City Clerk

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL
BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND
YORKVILLE, ILLINOIS**

This First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and Yorkville, Illinois (the "*First Amendment*"), is made and entered into this 17 day of February¹⁵ 2014, by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*") and the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (the "*City*").

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

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.* (the "*Intergovernmental Cooperation Act*"); and,

WHEREAS, pursuant to the authority granted by the Intergovernmental Cooperation Act, the Illinois Counties Code (55 ILCS 5/1-1001, *et seq.*), the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), and Section 10.09-1(f) of the Capital Development Board Act (20 ILCS 3105/10.09-1(f)), Kendall County and the City (collectively the "*Parties*") entered into the Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall

County, Illinois and Yorkville, Illinois (the “*Original Agreement*”) in order to share their resources and assist each other in the performance of certain inspections on an as needed basis; and,

WHEREAS, the Original Agreement excluded plumbing inspections from the list of inspection services that the Parties would perform on each other’s behalf when requested; and,

WHEREAS, the Parties now desire to amend the Original Agreement to allow the City of Yorkville Building Code Official Pete Ratos to perform plumbing inspections on Kendall County’s behalf when requested.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

Section 1. The Parties agree that all of the recitals contained in the Preambles to the First Amendment are true and correct and are hereby incorporated into this First Amendment as though they were fully set forth in this Section 1.

Section 2. Section 2 of the Original Agreement is hereby amended to read as follows:

“*Section 2.*

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other Party’s behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final

inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

- b. The Parties agree that City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested."

Section 3. Section 3 of the Original Agreement is hereby amended to read as follows:

"*Section 3.* The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; and initial site inspections prior to a permit being issued."

Section 4. Section 4 of the Original Agreement is hereby amended to read as follows:

Section 4. Upon request, the Parties agree to coordinate and assist each other in the Parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or,
- b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or,
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or,
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the Party requesting assistance shall be referred to as "the home jurisdiction" and the Party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. All other terms and conditions of the Original Agreement shall remain in full force and effect.

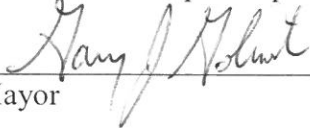
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

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

By: 
Chair, Kendall County Board

Attest: 
County Clerk

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

By: 
Mayor

Attest: 
City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2016**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) by and between the County of Kendall, a 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, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *“Parties”*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including 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 attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

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.

Section 18. 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

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. 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 Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

Matt Asselmeier

From: Brian Holdiman
Sent: Tuesday, January 31, 2017 11:40 AM
To: Matt Asselmeier
Cc: Jeff Wilkins
Subject: Feb - PBZ - Yorkville/County Agreement

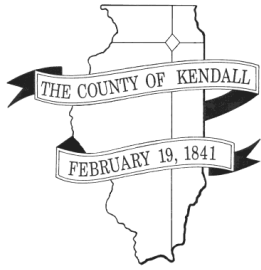
Matt,

Jeff anticipates and I agree the PBZ committee may ask number of inspections performed. I performed 8 for the City of Yorkville and they performed 4 for the County. No changes are recommended in the agreement other than approval dates.

Respectfully,

Brian Holdiman

*Code Official - The County of Kendall - Planning, Building & Zoning -111 West Fox Street room 203 Yorkville IL 60560
Office: (630) 553-4134 Cell: (630) 774-1161 Fax: (630) 553-4179*



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: PBZ Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: February 9, 2017
Re: Project & Petition Status Report

Petition Updates***Submitted Since Previous Meeting***

Petition 17-01

Mike and Cherie Bond

232 Creek Road, Plano – Little Rock Township

Variance Reducing the Front Yard Setback from 150 feet to 119.14 feet; Property is Zoned A-1

Petitioners desire to construct a three stall horse barn (1152 square feet in size)

Status: *ZBA 2.27.17****Submitted Prior to Previous Meeting***

Petition 16-14

Robert Delaney

1502 Church Road – Lisbon Township

A-1 Special Use Request to Operate an Outdoor Shooting Range

Status: *Special Use Hearing Officer 4.3.17 (Delayed at Applicant's Request)**No change since January meeting*

Petition 16-22

JA Schleining LLC d/b/a Jet's Towing Service

790 Eldamain Road – Bristol Township

Zoning Map Amendment from A-1 to M-1 and Variances for Fencing (Landscaping) and Parking Surface

Status: *RPC 2.22.17 and ZBA 2.27.17**Petition did not go to RPC because the legal notice was not published prior to the publication deadline.*

Petition 16-26

John and Sharon Pagel Living Trust

2380 Douglas Road – Oswego Township

Zoning Map Amendment from R-1 to R-3 to Split a Parcel

Status: *ZBA 5.8.17 (Delayed at Applicant's Request)**RPC unanimously issued a denial recommendation over concerns of setting a precedent of allowing R-3 zoning on the east side of Douglas Road (which was inconsistent with the development of the area) and concerns about stormwater drainage.*

Kingmoor Private Drive Relocation

The County received a complaint from John Golkosky expressing concerns regarding the construction of a detention basin at the intersection of Kingmoor Drive and U.S. 34. The Illinois Department of Transportation is constructing the detention facility as part of the widening of U.S. 34. In addition to constructing the basin, IDOT is relocating Kingmoor Drive to the east. Kingmoor Drive is a private drive that connects approximately eight (8) homes near the Fox River with U.S. 34. Per Ordinance 98-5, private roads must be a maximum of 500 feet in length; the relocated road will be approximately 1200 feet in length. Because this is an IDOT funded project, the stormwater component of the project is exempt from the County's Stormwater Ordinance.

Status: *Staff met with IDOT personnel and they agreed to submit a variance application. To date, no application has been received.*

Wineries

See attached memo on wineries.

Noise and Gun Range Memos

Staff continues to research noise and gun range information; we hope to have a final report to the Committee next month.

The Annual Kendall County Regional Planning Commission Workshop Meeting

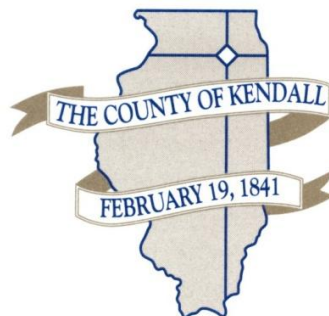
The Kendall County Regional Planning Commission is pleased to announce its annual workshop meeting will take place on **Saturday, February 25, 2017 at 9:00am**. One of the main objectives of this workshop meeting is to give the public and any other interested parties an opportunity to comment on the County's existing Land Resource Management Plan (LRMP) and to suggest and recommend proposed changes or modifications to the Plan.

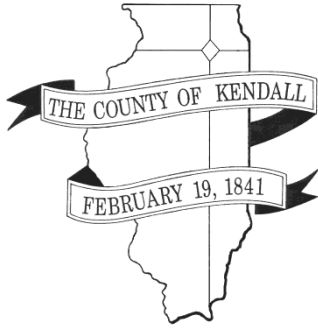
The Annual Meeting is also an opportunity for County staff, townships, communities, nearby counties, fire districts, school districts, park/forest preserves, economic development organizations, and non-profit organizations to share with everyone an overview of the activities and accomplishments from their organization from 2016 and the goals and objectives for 2017.

For additional information, please contact Matt Asselmeier at the Kendall County Planning, Building and Zoning Department at (630) 553-4139 or email at masselmeier@co.kendall.il.us. We hope to see you on February 25th!

No RSVP is needed.

**Saturday, February 25, 2017
9:00 AM
Kendall County Board Room (Rooms 209-210)
111 West Fox Street
Yorkville, IL 60560**





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: February 8, 2017
Re: Wineries

At the November 30th meeting of the Ad-Hoc Zoning Ordinance Committee, the Committee requested Staff to explore appropriate regulations related to wineries.

During the meeting, the suggestion was made that wineries were currently not mentioned within the Kendall County Zoning Ordinance; this is untrue. Wineries are a special use within the A-1 Agricultural District, B-3 Highway Business District, and B-4 Commercial Recreation District. A map showing where wineries are allowed by special use permit is attached.

In the A-1 and B-4 Districts, wine production and sale are grouped with sweet cider, hard cider, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises. The following restrictions are placed on wineries in the A-1 and B-4 Districts only:

1. Wines must be produced onsite or in combination with products grown off-site provided that the production takes place on the premises.
2. The sales of ancillary items and products related to crops and products produced on site shall be permitted provided all required licenses and permits have been secured.
3. The total retail sales area on site within any building or combination of buildings shall not exceed one thousand (1,000) square feet.
4. Said sales areas shall be set back at least ninety (90) feet from the center line of all adjacent roads with off-street parking for a minimum of five (5) cars.
5. Seasonal outdoor displays are also permitted.

No restrictions exist on wineries located in the B-3 Highway Business District.

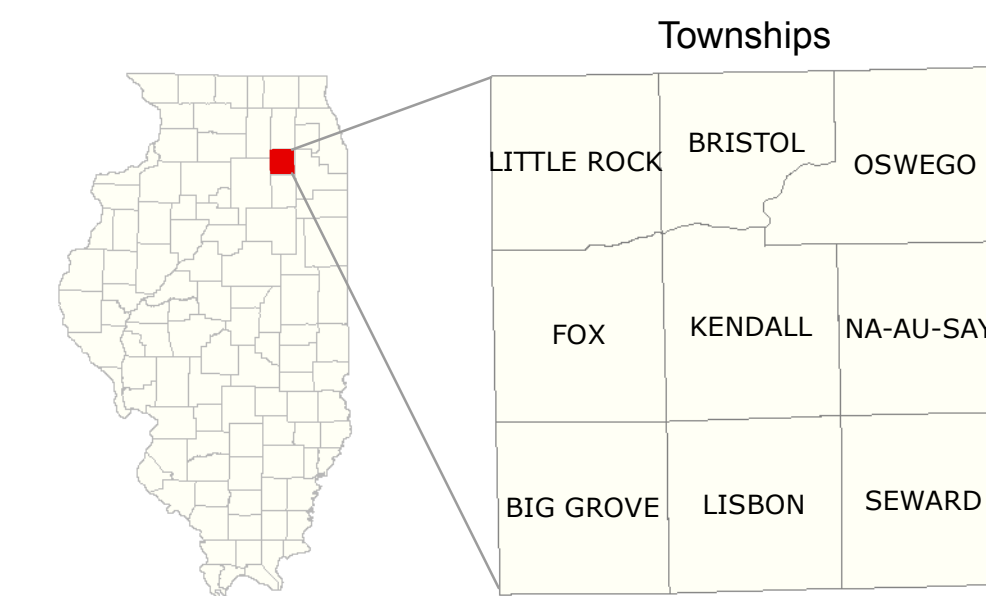
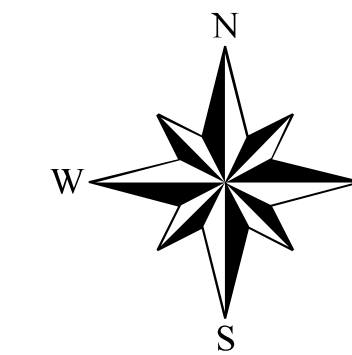
The conditions in the A-1 and B-4 Districts restrict the majority of wineries to producing wines from locally grown grapes and selling wines in a small area (1,000 square feet). Removing restriction 1 and increasing the square footage allowed in restriction 3 could allow larger wineries to open in the area. Overall, because wineries are only allowed by special use permit, specific restrictions could be placed on each winery at the time of approval. Unless specific concerns exist related to all wineries, (i.e. locating them on a road designated as a major collector or higher or using only locally grown inputs to the greatest extent possible), Staff believes that applications for wineries should be evaluated on a location-by-location basis with appropriate restrictions placed on the special use permit at the time of approval, unless the Board wishes to amend or repeal restrictions 1 and 3.

MHA

Wineries A-1, A-1 SU, B-3, B-3 SU & B-4 KENDALL COUNTY

- 2016 -

<http://www.co.kendall.il.us>



Scale: 1 in = 5,250 feet

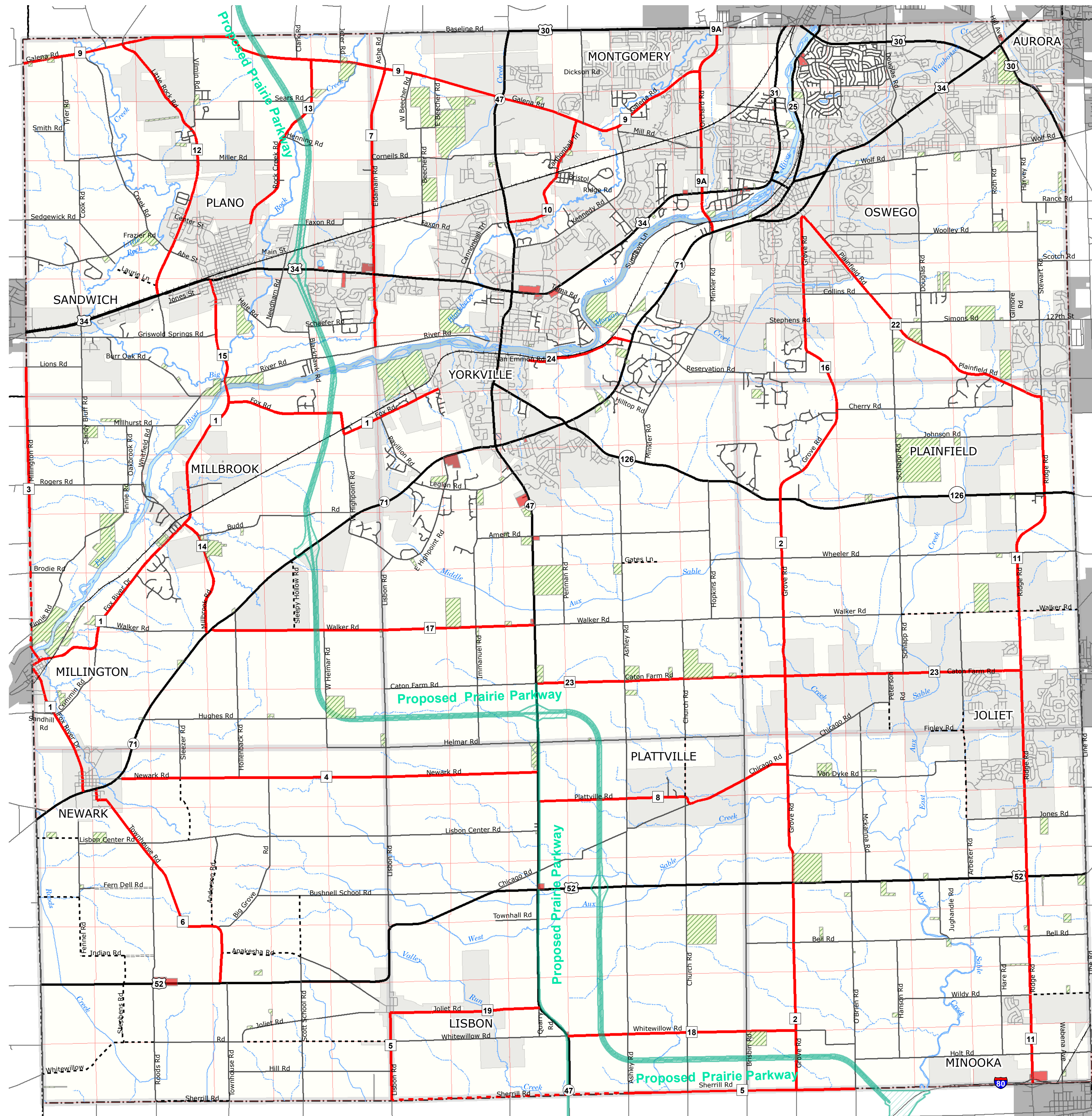
0 7,900 15,800 23,700 31,600

Feet

Legend

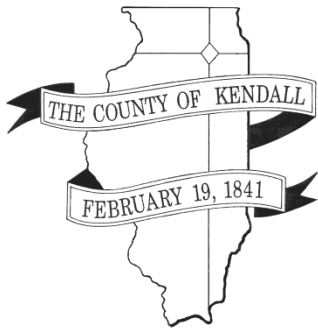
Zoning

- Agricultural
- Agricultural-Special Use
- Agricultural-Special Use-PUD
- Highway Business
- Highway Business-Special Use
- Commercial Recreation



Kendall County GIS

111 West Fox Street - Room 308
Yorkville, Illinois 60560-1498
630.553.4030



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: PBZ Committee

From: Matthew H. Asselmeier, AICP, Senior Planner

Date: February 8, 2017

Re: Amendment to the Kendall County Historic Preservation Ordinance

At the January 9th PBZ Committee meeting, discussion occurred regarding reducing the number of members on the Historic Preservation Commission and the requirements to be a member of the Historic Preservation Commission in order for the Commission to get a quorum at their meetings.

Staff drafted the attached proposed amendment to the Historic Preservation Ordinance which reduced the minimum required number of commissioners from seven to five, reduced the number of Commissioners required for a quorum from five to three, removed the professional requirements of the Commissioners and made other adjustments caused by the reduction in the number of Commissioners from seven to five.

Please review the attached proposed revisions and provide comments during the February 14th meeting. Should you have any questions prior to the meeting, please contact me at 630-553-4139.

MHA

Attachments:

1. Proposed HPC Ordinance Revisions

ORDINANCE # 2017-_____

**AMENDMENT TO THE KENDALL COUNTY HISTORIC PRESERVATION
ORDINANCE: ARTICLE II “Organization”**

WHEREAS, the Kendall County Board established the Kendall County Historic Preservation Ordinance through Ordinance 2006-67; and

WHEREAS, the Kendall County Historic Preservation Commission, an agency of the Kendall County Board is invested with certain powers and duties pursuant to the Ordinance; and

WHEREAS, the Kendall County Historic Preservation Ordinance may propose landmarks & historic districts for designation by the County Board; and

WHEREAS, the Kendall County Board amends this Ordinances from time to time in the public interest.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends ARTICLE II. “Organization” of the Kendall County Historic Preservation Ordinance as presented in Exhibit “A”, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT FURTHER ORDAINED, this Amendment to the Kendall County Historic Preservation Ordinance shall be effective upon approval by the Kendall County Board.

IN WITNESS OF, this Amendment to the Kendall County Historic Preservation Ordinance was approved by the Kendall County Board on February 21, 2017.

Attest:

Debbie Gillette
Kendall County Clerk

Scott Gryder
Kendall County Board Chairman

ARTICLE II

THE HISTORIC PRESERVATION COMMISSION

1. ORGANIZATION

A) *Appointment.* The Kendall County Board shall by ordinance appoint members to the Kendall County Preservation Commission from names submitted by the County Board Chair.

B) *Composition.* The Preservation Commission shall consist of ~~five~~ seven (5-7) members. All members shall be residents of Kendall County. The County Board Chair ~~may shall~~ nominate to the Preservation Commission ~~at least one (1) attorney, one (1) historian or architectural historian, one (1) architect/engineer, and one (1) real estate professional knowledgeable in historic preservation; the other members shall be~~ persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, law, real estate, historic preservation and/or the preservation of community character. Commission vacancies shall be posted in a newspaper of general circulation within the county and on the county internet website. Included in the ~~five seven~~ (5-7) voting members, the County Board may appoint one of their members or staff to serve as a voting member of the Commission and liaison to the County Board.

C) *Terms.* ~~Terms of the initial members shall be staggered so that three serve for one year; three for two years; and three for three years. Successors to initial m~~Members shall serve for three year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair.

D) *Officers.* Officers shall consist of a Chair, Vice-Chair and a Secretary elected by the Preservation Commission. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. The Chair, Vice-Chair and secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as an officer in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:

i) That minutes are taken of each Preservation Commission meeting;

ii) That copies of the minutes, reports, and decisions of the Preservation Commission be published and distributed to the members of the Preservation Commission.

iii) The Kendall County Board Chair is advised of vacancies on the Preservation Commission and expiring terms of members; and

iv) That there be prepared and submitted to the Kendall County Board a complete record of the proceedings before the Preservation Commission on any matters requiring County Board consideration. The Kendall County Planning, Building & Zoning Department shall be the official keeper of the records.

E) *Rules and Procedures.* The Historic Preservation Commission shall have the authority to develop and adopt rules and procedures necessary to carry out its functions under the provisions of this Ordinance.

F) *Meetings.* Meetings of the Preservation Commission shall be held no less than monthly, except in those months when no business is pending, and shall be held at such times and places within the County as the Commission shall decide. Special meetings may be called by the Chair or by the consent of two ~~three~~ ~~(23)~~ members. All meetings of the Commission shall be open to the public, shall follow all provisions of the Open Meetings Act and shall adhere to Robert's Rules of Order. The Commission shall keep minutes of its proceedings, showing a vote of each member upon every question, or if absent or failing to vote, and shall also keep records of its official actions. Such minutes and records shall be open to the public for inspection at offices of the Kendall County Planning, Building & Zoning Department.

G) *Quorum.* A quorum shall consist of three ~~four~~ ~~(34)~~ members. The transaction of business shall be made by a majority vote of those members in attendance while a quorum is present, except that the adoption, modification or rescission of any rule or part thereof shall require the affirmative vote of four ~~five~~ ~~(45)~~ members.

H) *Compensation.* The members shall serve without compensation, but they shall be reimbursed for their expenses necessarily incurred in the performance of their duties as such and approved by the Director of the Planning, Building & Zoning Department, and if funds are available in the Historic Preservation Commission's reserves.

I) *Annual Report.* The Commission shall submit an annual report of its activities to the Kendall County Board.

**Permit Summary by Category by Month
Kendall County**

Permit Category	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
House	1	1	0	0	0	0	0	0	0	0	0	0	0
Signs	1	1	0	0	0	0	0	0	0	0	0	0	0
Decks	1	1	0	0	0	0	0	0	0	0	0	0	0
Demolitions	1	1	0	0	0	0	0	0	0	0	0	0	0
Fire Restoration	1	1	0	0	0	0	0	0	0	0	0	0	0
	5	5	0	0	0	0	0	0	0	0	0	0	0

**Permit Summary by Category
Kendall County**

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
House	1	\$150,000	\$3,441	\$3,441
Signs	1	\$250	\$0	\$0
Decks	1	\$15,000	\$200	\$0
Demolitions	1	\$8,000	\$0	\$0
Fire Restoration	1	\$39,450	\$210	\$0
	5	\$212,700	\$3,851	\$3,441

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/18/2017	012017015	01 House	0135100012	MESSER OLETH JR & ROSE L	13524 D HALE ROAD PLANO, IL. 60545		
1/3/2017	012017009	01 House	0513300003	GATES ROBERT A & PATRICIA L	8813 "B" HOPKINS RD YORKVILLE, IL. 60560		
1/18/2017	042016216	04 Additions	0213428001	GUERRERO LORENA	6163 ROUTE 34 OSWEGO, IL 60543-		Homeowner
1/26/2017	132017016	13 Decks	0312300009	PERREAULT LEON & LISA MARIE	1925 HARVEY RD OSWEGO, IL 60543-	KRAL SUB	
1/6/2017	192017012	19 Fire Restoration	0103354002	PAIGE PAUL P & PETRY KATHRYN	14 EARL ST PLANO, IL 60545-	STAINFIELD SUB UNIT 2	Self

PLANNING BUILDING & ZONING RECEIPTS 2017

DATE	BUILDING FEES	ZONING FEES	LAND-CASH	OFFSITE ROADWAY	MONTHLY FY 17	TOTAL FY17	MONTHLY FY 16	TOTAL FY16
December	\$2,119.28	\$925.00	\$0.00	\$0.00	\$3,044.28	\$3,044.28	\$3,516.58	\$3,516.58
January	\$1,977.24	\$100.00	\$1,814.10	\$0.00	\$3,791.34	\$6,835.62	\$7,881.78	\$11,398.36
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,108.07	\$17,506.43
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,363.99	\$34,870.42
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,956.06	\$48,826.48
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,876.24	\$53,702.72
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,581.26	\$76,283.98
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,472.64	\$85,756.62
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,083.93	\$95,840.55
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,846.29	\$104,686.84
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,856.91	\$128,543.75
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,553.25	\$149,097.00
TOTAL	\$4,096.52	\$1,025.00	\$1,814.10	\$0.00	\$6,835.62	\$6,835.62	\$149,097.00	