



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING

Tuesday, March 7, 2017

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: January 3, 2017 and February 7, 2017

New Business:

1. EDC 2017-16 Building Permit Reports for December 2016 and January 2017
2. EDC 2017-17 Building Inspection Reports for December 2016 and January 2017
3. EDC 2017-18 Property Maintenance Reports for December 2016 and January 2017
4. EDC 2017-19 Economic Development Update
5. EDC 2017-20 Vacant Building Registration Program
6. EDC 2017-21 Renewal of Intergovernmental Agreement with Kendall County for Building Inspection Services

Old Business:

Additional Business:

2016/2017 City Council Goals – Economic Development Committee

Goal	Priority	Staff
“Downtown Planning”	1	Bart Olson & Krysti Barksdale-Noble
“Southside Development”	2	Bart Olson & Krysti Barksdale-Noble
“Capital Improvement Plan”	4	Bart Olson & Krysti Barksdale-Noble
“Manufacturing and Industrial Development”	5	Krysti Barksdale-Noble
“Revenue Growth”	8	Krysti Barksdale-Noble
“Filling Storefronts”	15	Krysti Barksdale-Noble
“BUILD Program to General Fund”	17	Bart Olson & Krysti Barksdale-Noble

UNITED CITY OF YORKVILLE
WORKSHEET
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, March 7, 2017
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 3, 2017

- ☐ Approved _____
☐ As presented
☐ With corrections

2. February 7, 2017

- ☐ Approved _____
☐ As presented
☐ With corrections

NEW BUSINESS:

1. EDC 2017-16 Building Permit Reports for December 2016 and January 2017

- ☐ Moved forward to CC _____ consent agenda? Y N
☐ Approved by Committee _____
☐ Bring back to Committee _____
☐ Informational Item
☐ Notes _____
-
-

2. EDC 2017-17 Building Inspection Reports for December 2016 and January 2017

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. EDC 2017-18 Property Maintenance Reports for December 2016 and January 2017

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. EDC 2017-19 Economic Development Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. EDC 2017-20 Vacant Building Registration Program

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. EDC 2017-21 Renewal of Intergovernmental Agreement with Kendall County for Building Inspection Services

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – January 3, 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

DRAFT

**UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, January 3, 2017, 6:00pm
City Conference Room**

In Attendance:

Committee Members

Chairman Ken Koch
Alderman Carlo Colosimo
Alderman Chris Funkhouser

Absent: Alderman Teeling

Other City Officials

City Administrator Bart Olson
Interim Assistant City Administrator Erin Willrett
Community Development Director Krysti Barksdale-Noble
Senior Planner Jason Engberg
Code Official Pete Ratos

Other Guests

City Consultant Lynn Dubajic
David Schultz, HR Green
Julie Schlichting, Boombah/Imperial

The meeting was called to order by Chairman Ken Koch at 6:00pm.

Citizen Comments: None

Minutes for Correction/Approval: December 6, 2016

The minutes were approved as presented on a voice vote.

New Business

1. EDC 2017-01 Building Permit Report for November 2016

Mr. Ratos reported 14 B.U.I.L.D., 8 commercial and 30 miscellaneous permits for the month. He said the milder conditions have been beneficial.

2. EDC 2017- Building Inspection Report for November 2016

There were 204 inspections in November mostly for single family homes.

3. EDC 2017-03 Property Maintenance Report for November 2016

Eight cases were heard in November according to Mr. Ratos. A maximum fine was requested for a chronic weeds and grass violator on Shadowwood Drive. Millhurst Ale House illegally added extra parking spaces on someone else's property which changed

parking space dimensions and decreased handicap spaces. A citation was issued, the offender did not appear at the hearing and a \$750 fine was levied. The problem has now been corrected. On busy nights, some illegal parking for Millhurst has occurred on Marketview Drive which is maintained by the Menards Corporation. Menards was notified of the parking situation.

4. EDC 2017-04 Economic Development Update

Ms. Dubajic reported the following:

1. Met with possible user on Eldamain Rd. who will be moving forward with the UIRVDA project and will attend a meeting in Morris. Go Forth Sports and Cedarhurst assisted living/memory care facility will also attend.
2. Crossfit Exemplified facility moved into former Vat and Vine on Rt. 34
3. Will meet with representatives of Kendall Marketplace regarding a restaurant user and single family lots.
4. New building to be constructed at Kendall Crossing in spring

5. EDC 2017-05 Foreclosure Update

Ms. Noble said there were 66 new foreclosures in 2016 with the most in Ward 3. Autumn Creek and Fox Hill had the most with nine each. Condo foreclosures were down by half. The annual report will be done again in January 2018.

6. EDC 2017-06 Noise Ordinance Amendment

Mr. Engberg reported on this item and said the ordinance was last amended in December 2014. In 2015 there were noise complaints from the Pinheadz Bar and noise readings were taken. After some corrections by the owner, there were still complaints about vibrations. A consultant was hired to do a review and comprehensive report and new measuring equipment was recommended. Pinheadz is receptive to new measures and will split the cost of the sound study. This matter will be taken to the Planning and Zoning Commission and to Public Safety.

Concern was expressed for the subjectivity of the measurements. There was also concern about the time spent for officer training and that a trained officer might not be working at the time of an offense, though other City employees will be included in the training as well. The measuring machines are \$2,400 each with a need for 3-4. The business could be required to install a sound detector and report the findings to the City and the issue could also be tied to their liquor license. Ms. Willrett said the equipment is web-based and information is sent to City computers. Overall, concern was expressed for the high cost of these sound issues.

7. EDC 2017-07 Zoning Ordinance Text Amendments

Mr. Engberg said revisions were needed for some ordinances. The changes will be for 1) semi truck repair. There was discussion of trailers (auto and truck) and definitions. It was decided to specify by weight to be consistent with the State. Changes will also be made for 2) commercial and trade schools, 3) manufacturing performance standards and 4) non-conforming land related to annexation agreements. Ms. Noble gave an explanation of these changes. This item moves to the Planning and Zoning Commission.

8. EDC 2017-08 TIF Inducement Resolution – Imperial Investments

Mr. Olson stated this resolution sets up Imperial property for future development, however, no funds are being committed at this time. The boundaries and legal descriptions were discussed. Mr. Olson said the TIF agreement will act the same if the land is residential or commercial. This resolution moves forward to the January 10th Council meeting.

9. EDC 2017-09 Downtown Planning Update

Ms. Noble said the Comp Plan is done and she proposed three projects on which to move forward to stay on track with completion dates. They are: landscape plan, wayfinding and downtown parking study.

Ms. Noble said the landscape plan would include greenery, landscaping and signage on the courthouse hill. HR Green was hired to generate ideas for a phased plan. Wayfinding would include a Yorkville sign, signage for parking and also a kiosk. In a report from HR Green, it was found that the downtown has surplus parking though it's poorly identified and Ms. Noble said ADA parking might be deficient.

David Schultz of HR Green was present to provide additional information. He showed illustrations of a concept plan. It was pointed out that the view of the river should not be restricted from courthouse hill. Costs solicited by staff were estimated at \$5,000 for the landscaping and \$20,000 for the parking study. In discussions on the wayfinding process it was noted TIF funds could be used for signage and the City could also apply for ITEP funds. In regards to the parking study, Mr. Schultz presented some ideas and identified where parking is located. Recommendations included a parking garage at the downtown bank location. Staff will review the interim ideas, however, no action will be taken until development begins.

Old Business None

Additional Business None

There was no further business and the meeting adjourned at 7:50pm.

Minutes respectfully submitted by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – February 7, 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority _____

Council Action Requested: Committee Approval _____

Submitted by: _____ Minute Taker

Name

Department

Agenda Item Notes:

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DRAFT

**UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, February 7, 2017, 6:00pm
City Conference Room**

In Attendance:

Committee Members

Chairman Ken Koch
Alderman Chris Funkhouser

Absent: Alderman Diane Teeling, Alderman Carlo Colosimo

Other City Officials

City Administrator Bart Olson
Community Development Director Krysti Barksdale-Noble
Senior Planner Jason Engberg
Code Official Pete Ratos

Other Guests

Lynn Dubajic, City Consultant
David Schultz, HR Green

With no quorum, the meeting was called to order by Chairman Ken Koch at 6:10pm.

Citizen Comments: None

Minutes for Correction/Approval: January 3, 2017

Since there was no quorum, the minutes will be reviewed at the March meeting.

New Business

- 1. EDC 2017-10 Building Permit Report for December 2016***
- 2. EDC 2017-11 Building Inspection Report for December 2016***
- 3. EDC 2017-12 Property Maintenance Report for December 2016***

Due to a lack of quorum at this meeting, the three items above will be reviewed at the March EDC meeting.

4. EDC 2017-13 Economic Development Report for January 2017

Ms. Dubajic reported the following:

1. Working with private individuals on downtown development
2. Identified another grocer interested in south side of town, meeting scheduled
3. '1836' to open in spring 2017
4. Kendall Crossing being considered by significant user to be made public soon
5. Kendall Marketplace has new company to represent them, working with additional users. SSA resolution being revised to remove error made on land that should not have been included in SSA.

6. Cedarhurst has begun approval process
7. The enterprise zones have been approved, Go Forth Sports and Cedarhurst have been approved for enterprise zone.
8. Special census has been delayed.

5. EDC 2017-14 Cedarhurst Living – Assisted Living and Memory Care Facility

Ms. Barksdale-Noble said a petitioner wishes to construct this type of facility and they have built similar ones in other locations. The proposed building is a 2-story, 73 unit. A future medical building is proposed for a site on the northern part of the property and a full access may be requested in the future. There will be a Public Hearing to amend the Annexation Agreement at a full Council meeting. Final consideration will be on February 28. Ms. Noble said the Comprehensive Plan calls for additional housing of this type.

A couple variances are requested. The petitioner is requesting three signs, however, staff feels two are adequate now and a third sign could be installed when the second building is built. Requested variances also address size, location and zoning on which there was brief discussion. It was also noted that the property is two lots now, but it will be consolidated into one when the second building is built. The petitioner will go before the Planning and Zoning Commission February 8.

A driveway connection with Kendall Marketplace was suggested by Alderman Funkhouser. Sidewalk and trail connections were also considered. Alderman Koch questioned the recapture agreement. The original agreement expired in 2005 and the City is no longer collecting from it.

6. EDC 2017-15 Vacant Building Registration Program

This item will be tabled until the next EDC meeting.

Old Business

1. EDC 2017-09 Downtown Planning Update

Chairman Koch asked if a full Council workshop is needed to assess the progress. Mr. Olson replied that project is not far enough along yet, but a meeting will be needed when the project advances, when some properties are deleted and a second TIF is brought forward. After deletions, it will be very important to make sure the remaining properties are contiguous. Alderman Funkhouser said an article he saw showed that TIF's did not function as well without a TIF study. Chairman Koch suggested a document for the taxing bodies to explain the City's actions. Mr. Olson said there are two steps the City will follow: 1) the extension which is an informal process and 2) the creation of a new TIF which is a formal process. He said the cost of a new TIF would be about \$40,000 to \$50,000.

There was no further business and the meeting adjourned at 6:54pm.

Minutes respectfully submitted by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

EDC 2017-16

Agenda Item Summary Memo

Title: Building Permit Report for December 2016 and January 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: All permits issued in December 2016 and January 2017.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

December 2016

TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
December 2016	31	0	6	0	0	5	0	20	1,576,272.00	101,679.76
Calendar Year 2016	855	46	105	0	0	121	0	573	36,639,237.00	1,843,802.42
Fiscal period 2017	634	39	76	0	0	80	0	439	28,157,061.00	1,380,584.08
December 2015	25	0	5	0	0	6	0	14	1,344,184.00	83,994.95
Calendar Year 2015	605	8	76	0	0	132	0	389	49,791,115.00	1,211,968.84
Fiscal Period 2016	459	7	54	0	0	95	0	303	14,255,105.00	821,731.08
December 2014	19	0	4	0	0	2	0	13	815,731.00	56,544.62
Calendar Year 2014	572	7	65	0	0	108	0	352	24,128,162.00	1,104,878.80
Fiscal Period 2015	432	2	47	0	0	75	0	308	19,258,317.00	775,811.77
December 2013	24	0	1	0	0	12	0	11	2,448,098.00	25,503.88
Calendar Year 2013	598	33	50	0	0	131	0	384	21,082,235.00	1,106,601.95
Fiscal Period 2014	434	20	30	0	0	87	0	297	14,583,144.00	641,012.57



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

January 2017

TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
January 2017	32	1	6	0	0	10	0	15	1,916,727.00	98,105.55
Calendar Year 2017	32	1	6	0	0	10	0	15	1,916,727.00	98,105.55
Fiscal Period 2017	669	40	82	0	0	91	0	456	30,098,866.00	1,480,888.63
January 2016	19	0	0	0	0	10	0	9	168,642.00	2,400.00
Calendar Year 2016	19	0	0	0	0	10	0	9	168,642.00	2,400.00
Fiscal Period 2016	478	7	54	0	0	105	0	312	14,423,747.00	825,131.08
January 2015	21	0	5	0	0	11	0	5	31,042,751.00	72,189.77
Calendar Year 2015	21	0	5	0	0	11	0	5	31,042,751.00	72,189.77
Fiscal Period 2015	453	2	52	0	0	86	0	313	50,301,068.00	852,193.98
January 2014	12	0	0	0	0	6	0	6	95,740.00	2,761.50
Calendar Year 2014	12	0	0	0	0	6	0	6	95,740.00	2,761.50
Fiscal Period 2014	447	20	30	0	0	93	0	304	14,679,884.00	643,824.07



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

EDC 2017-17

Agenda Item Summary Memo

Title: Building Inspection Report for December 2016 and January 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: All inspections scheduled in December 2016 and January 2017.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 1

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	015-FIN FINAL INSPECTION	20160185	2721 LILAC CT	324		12/28/2016
PR	_____	016-PLF PLUMBING - FINAL OSR READ					12/28/2016
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP 5000 SEC DEP					12/29/2016
PR	_____	015-PLF PLUMBING - FINAL OSR READ	20160257	662 WINDETT RIDGE RD	153		12/07/2016
PR	_____	016-FIN FINAL INSPECTION					12/07/2016
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					12/08/2016
TK	_____	020-EFL ENGINEERING - FINAL INSPE	20160259	547 SUTTON ST	214		12/08/2016
PR	_____	007-MIS MISCELLANEOUS Comments1: FIRE WALL BUILDINGS D & I	20160271	147 COMMERCIAL DR	19		12/22/2016
PR	_____	017-FIN FINAL INSPECTION Comments1: FLUSH LIGHT SWITCH PLATE IN WOMANS BATH, Comments2: CALL FOR OUTSIDE ELEC WHEN DONE	20160291	1830 S BRIDGE ST			12/08/2016
PR	_____	018-PLF PLUMBING - FINAL OSR READ					12/08/2016
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20160398	2611 LILAC WAY	310		02/01/2016
PR	_____	017-PLF PLUMBING - FINAL OSR READ					12/05/2016
PR	_____	018-FIN FINAL INSPECTION					12/05/2016
BC	_____	AM 005-PWK PRIVATE WALKS	20160455	2623 LILAC WAY	312		12/02/2016
PR	_____	007-RFR ROUGH FRAMING Comments1: ANCHOR BOLTS IN GARAGE AND BASEMENT WALL Comments2: PLATE					12/28/2016
PR	_____	008-REL ROUGH ELECTRICAL					12/28/2016
PR	_____	009-RMC ROUGH MECHANICAL					12/28/2016
PR	_____	010-PLR PLUMBING - ROUGH					12/28/2016
PR	_____	011-INS INSULATION					12/29/2016
TK	_____	015-EFL ENGINEERING - FINAL INSPE	20160456	1402 RUBY DR	360		12/02/2016
PR	_____	016-PLF PLUMBING - FINAL OSR READ					12/14/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 2

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	017-FIN FINAL INSPECTION					12/16/2016
PR	_____	002-RFR ROUGH FRAMING	20160465	1411 CHESTNUT LN	67		12/28/2016
PR	_____	003-REL ROUGH ELECTRICAL					12/28/2016
PR	_____	PM 015-FIN FINAL INSPECTION Comments1: LOCKED AT 12:35	20160511	2612 FAIRFAX WAY			12/14/2016
PR	_____	PM 016-PLF PLUMBING - FINAL OSR READ Comments1: LOCKED AT 1235					12/14/2016
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					12/14/2016
TK	_____	025-EFL ENGINEERING - FINAL INSPE	20160512	2741 PHELPS CT			12/14/2016
PR	_____	PM 026-FIN FINAL INSPECTION Comments1: SHOWER GLASS INSTALLED RE COVER FAN BOX Comments2: IN MASTER LIVING ROOF. ADJUST DOOR TO GA Comments3: RAGE GAP ON BOTTOM OF DOOR					12/14/2016
PR	_____	PM 027-PLF PLUMBING - FINAL OSR READ					12/14/2016
PR	_____	AM 014-FIN FINAL INSPECTION	20160576	2999 ELLSWORTH DR	394		12/01/2016
PR	_____	AM 015-PLF PLUMBING - FINAL OSR READ					12/01/2016
TK	_____	016-EFL ENGINEERING - FINAL INSPE					12/01/2016
PR	_____	PM 013-FIN FINAL INSPECTION	20160577	2991 ELLSWORTH DR	396		12/15/2016
PR	_____	PM 014-PLF PLUMBING - FINAL OSR READ					12/15/2016
TK	_____	015-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE, OK TO TEMP					12/14/2016
PR	_____	015-FIN FINAL INSPECTION	20160578	2995 ELLSWORTH DR	395		12/08/2016
BC	_____	016-PLF PLUMBING - FINAL OSR READ					12/08/2016
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					12/05/2016
PR	_____	007-RFR ROUGH FRAMING	20160590	2983 ELLSWORTH DR	398		12/22/2016
PR	_____	008-REL ROUGH ELECTRICAL					12/22/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 3

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	009-RMC ROUGH MECHANICAL					12/22/2016
PR	_____	010-PLR PLUMBING - ROUGH					12/22/2016
PR	_____	011-INS INSULATION					12/28/2016
PR	_____	013-FIN FINAL INSPECTION	20160591	2983 GRANDE TRAIL	391		12/22/2016
PR	_____	014-PLF PLUMBING - FINAL OSR READ					12/22/2016
TK	_____	015-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					12/21/2016
PR	_____	007-RFR ROUGH FRAMING	20160595	2967 ELLSWORTH DR	402		12/29/2016
PR	_____	008-REL ROUGH ELECTRICAL					12/29/2016
PR	_____	009-RMC ROUGH MECHANICAL					12/29/2016
PR	_____	010-PLR PLUMBING - ROUGH					12/29/2016
PR	_____	007-REL ROUGH ELECTRICAL	20160596	2987 ELLSWORTH DR	397		12/14/2016
PR	_____	008-RFR ROUGH FRAMING					12/14/2016
PR	_____	009-RMC ROUGH MECHANICAL					12/14/2016
PR	_____	010-PLR PLUMBING - ROUGH					12/14/2016
BC	_____	011-INS INSULATION					12/16/2016
TK	_____	015-EFL ENGINEERING - FINAL INSPE Comments1: BBOX KEYABLE OK TO TEMP	20160597	2679 LILAC WAY	319		12/16/2016
PR	_____	016-FIN FINAL INSPECTION					12/16/2016
PR	_____	017-PLF PLUMBING - FINAL OSR READ					12/16/2016
BC	_____ AM	011-PWK PRIVATE WALKS	20160598	2622 LILAC WAY	375		12/02/2016
PR	_____	012-REL ROUGH ELECTRICAL					12/14/2016
PR	_____	013-RFR ROUGH FRAMING					12/14/2016
PR	_____	014-RMC ROUGH MECHANICAL					12/14/2016
PR	_____	015-PLR PLUMBING - ROUGH					12/14/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 4

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	016-INS INSULATION					12/16/2016
PR	_____	011-FIN FINAL INSPECTION	20160605	1459 WOODSAGE AVE	20		12/02/2016
PR	_____	012-PLF PLUMBING - FINAL OSR READ					12/02/2016
PR	_____	013-RFR ROUGH FRAMING	20160625	569 SUTTON ST	215		12/06/2016
PR	_____	014-REL ROUGH ELECTRICAL					12/06/2016
PR	_____	015-RMC ROUGH MECHANICAL					12/06/2016
PR	_____	016-PLR PLUMBING - ROUGH					12/06/2016
PR	_____	017-INS INSULATION					12/08/2016
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20160642	923 S CARLY CIR	96		12/08/2016
PR	_____	017-FIN FINAL INSPECTION					12/07/2016
PR	_____	018-PLF PLUMBING - FINAL OSR READ					12/07/2016
BC	_____	008-BSM BASEMENT FLOOR	20160663	510 MAIN ST E	1		12/01/2016
BC	_____	009-STP STOOP	20160684	2948 GRANDE TRAIL	420		12/06/2016
PR	_____	AM 007-BSM BASEMENT FLOOR	20160685	2393 HOLLENBACK CT	426		12/02/2016
PR	_____	008-GAR GARAGE FLOOR					12/02/2016
BC	_____	009-STP STOOP					12/06/2016
BC	_____	007-STP STOOP	20160686	2958 GRANDE TRAIL	422		12/06/2016
BC	_____	009-STP STOOP	20160689	2952 GRANDE TR	421		12/06/2016
PR	_____	AM 007-BSM BASEMENT FLOOR	20160690	2396 HOLLENBACK CT	424		12/02/2016
PR	_____	AM 008-GAR GARAGE FLOOR					12/02/2016
BC	_____	009-STP STOOP					12/06/2016
BC	_____	AM 010-PWK PRIVATE WALKS	20160697	2699 LILAC WAY	321		12/02/2016
BC	_____	AM 008-PWK PRIVATE WALKS	20160698	2621 LILAC WAY	311		12/02/2016
BC	_____	009-INS INSULATION					12/09/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 5

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	010-RFR ROUGH FRAMING					12/07/2016
PR	_____	011-REL ROUGH ELECTRICAL					12/07/2016
PR	_____	012-RMC ROUGH MECHANICAL					12/07/2016
PR	_____	013-PLR PLUMBING - ROUGH					12/07/2016
PR	_____	008-RFR ROUGH FRAMING	20160700	2732 PHELPS CT	271		12/13/2016
PR	_____	009-REL ROUGH ELECTRICAL					12/13/2016
PR	_____	010-RMC ROUGH MECHANICAL					12/13/2016
PR	_____	011-PLR PLUMBING - ROUGH					12/13/2016
PR	_____	012-INS INSULATION					12/16/2016
PR	_____	AM 007-PLR PLUMBING - ROUGH	20160702	2394 HOLLENBACK CT	423		12/01/2016
PR	_____	AM 008-REL ROUGH ELECTRICAL					12/01/2016
PR	_____	AM 009-RFR ROUGH FRAMING					12/01/2016
PR	_____	AM 010-RMC ROUGH MECHANICAL					12/01/2016
BC	_____	AM 011-INS INSULATION					12/05/2016
PR	_____	007-BSM BASEMENT FLOOR	20160704	DRH CAMBRIDGE HOMES	427		12/02/2016
PR	_____	008-GAR GARAGE FLOOR					12/02/2016
BC	_____	009-STP STOOP					12/06/2016
PR	_____	007-RFR ROUGH FRAMING	20160705	2955 ELLSWORTH DR	406		12/07/2016
PR	_____	008-REL ROUGH ELECTRICAL					12/07/2016
PR	_____	009-RMC ROUGH MECHANICAL					12/07/2016
PR	_____	010-PLR PLUMBING - ROUGH					12/07/2016
BC	_____	011-INS INSULATION					12/09/2016
PR	_____	002-FTG FOOTING	20160716	2246 LAVENDER WAY	61		12/28/2016
BC	_____	AM 012-PWK PRIVATE WALKS	20160717	1528 SIENNA DR	77		12/02/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 6

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	013-INS INSULATION					12/01/2016
BC	_____	AM 005-PWK PRIVATE WALKS	20160718	2633 LILAC WAY	314		12/02/2016
PR	_____	AM 001-PLR PLUMBING - ROUGH Comments1: UNDERGROUND AS WELL (PARTIAL)	20160719	691 N BRIDGE ST			12/18/2016
PR	_____	AM 004-FIN FINAL INSPECTION	20160732	1423 CANNONBALL TR			12/20/2016
PR	_____	005-PLF PLUMBING - FINAL OSR READ					12/20/2016
MT	_____	006-FFD BKFD FINAL INSPECTION					12/20/2016
BC	_____	005-BSM BASEMENT FLOOR	20160737	2402 FITZHUGH TURN	144		12/22/2016
BC	_____	001-FIN FINAL INSPECTION	20160782	1962 PRAIRIE ROSE LN	103		12/05/2016
BC	_____	001-FIN FINAL INSPECTION	20160805	511 BLAINE ST			01/05/2017
BC	_____	003-BKF BACKFILL	20160812	2987 GRANDE TR	392		12/05/2016
PR	_____	AM 004-WAT WATER					12/08/2016
BC	_____	001-PHF POST HOLE - FENCE	20160814	109 PARK ST	11		12/05/2016
BC	_____	002-FIN FINAL INSPECTION					12/14/2016
PR	_____	PM 005-ESW ENGINEERING - SEWER / WAT	20160820	2412 FITZHUGH TURN	145		12/08/2016
PR	_____	006-ESW ENGINEERING - SEWER / WAT					12/14/2016
PR	_____	001-FTG FOOTING	20160821	2722 PHELPS CT	272		12/08/2016
BC	_____	002-FOU FOUNDATION					12/12/2016
BC	_____	AM 003-BKF BACKFILL					12/20/2016
BC	_____	002-FIN FINAL INSPECTION	20160831	3451 RYAN DR			12/14/2016
PR	_____	002-FTG FOOTING	20160834	1172 CODY CT	6		12/01/2016
BC	_____	003-FOU FOUNDATION					12/09/2016
PR	_____	004-BKF BACKFILL Comments1: BRACE EAST AND WEST WALLS BEFORE BACKFIL Comments2: LING					12/21/2016
PR	_____	002-BKF BACKFILL	20160835	328 WESTWIND DR	4		12/05/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 7

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	001-FTG FOOTING Comments1: PUMP OUT WATER PRE-POUR	20160837	2881 OLD GLORY DRIVE			12/01/2016
BC	_____	002-FOU FOUNDATION	20160841	892 N CARLY CIRCLE	49		12/05/2016
BC	_____	003-BKF BACKFILL					12/13/2016
PR	_____	004-ESW ENGINEERING - SEWER / WAT					12/22/2016
PR	_____	001-FTG FOOTING	20160845	936 N CARLY CIR			12/01/2016
BC	_____	002-FOU FOUNDATION					12/06/2016
BC	_____	003-BKF BACKFILL					12/13/2006
PR	_____	004-ESW ENGINEERING - SEWER / WAT					12/22/2016
BC	12:00	001-FTG FOOTING	20160846	407 COLTON ST			12/01/2016
BC	_____	002-BKF BACKFILL					12/07/2016
PR	_____	003-RFR ROUGH FRAMING					12/29/2016
PR	_____	004-REL ROUGH ELECTRICAL					12/29/2016
PR	_____	001-FIN FINAL INSPECTION Comments1: SIGNS	20160847	1830 S BRIDGE ST	101		12/12/2016
PR	_____	001-FTG FOOTING	20160849	2641 FAIRFAX WAY	255		12/08/2016
BC	_____	002-FOU FOUNDATION					12/12/2016
BC	_____	AM 003-BKF BACKFILL Comments1: DRAIN NOT INSTALLED IN WINDOW WELL					12/20/2016
BC	_____	AM 001-PHF POST HOLE - FENCE	20160850	304 SANDERS CT			12/02/2016
PR	_____	PM 001-FTG FOOTING	20160851	2689 LILAC WAY	320		12/28/2016
PR	_____	002-FOU FOUNDATION					12/29/2016
BC	_____	001-PHF POST HOLE - FENCE	20160852	611 ANDREA CT			12/02/2016
BC	_____	001-PHF POST HOLE - FENCE	20160859	711 WINDETT RIDGE RD	85		12/14/2016
BC	_____	002-FIN FINAL INSPECTION					12/19/2016
BC	_____	001-FIN FINAL INSPECTION	20160860	4607F HALF MOON DR	1		12/06/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 8

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-PHF POST HOLE - FENCE	20160863	406 TWINLEAF TR	145		12/21/2016
BC	11:30	001-FTG FOOTING	20160865	926 N CARLY CIR	52		02/21/2016
PR	_____	002-FOU FOUNDATION Comments1: NO FORMS UP					12/22/2016
PR	12:00	003-REI REINSPECTION Comments1: FOUNDATION WALL					12/29/2016
PR	_____	001-FOU FOUNDATION	20160866	1007 N CARLY CIR	120		01/03/2017
BC	_____	001-PHF POST HOLE - FENCE	20160872	701 KENTSHIRE DR	133		12/16/2016
BC	_____	001-PHF POST HOLE - FENCE	20160873	889 N CARLY CIR	20		12/16/2016
PR	_____	001-FIN FINAL INSPECTION Comments1: NO ONE HOME AT 10:55 AM.	20160875	1066 HAMPTON LN		12/28/2016	
PR	_____	001-PHF POST HOLE - FENCE Comments1: CANCELLED - MIKE AT PEERLESS	20160877	911 S CARLY CIR	97		12/28/2016
BC	_____	001-FIN FINAL INSPECTION	20160879	2033 INGEMUNSON LN	153		12/12/2016
BC	_____	001-PHF POST HOLE - FENCE	20160885	1435 VIOLET CT	363		02/21/2016
PR	_____	001-ESW ENGINEERING - SEWER / WAT Comments1: CHUCK EXCAVATER 630-327-8500	20160886	343 TYLER CREEK CT	83		12/28/2016
PR	_____	PM 002-FTG FOOTING					12/29/2016

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 9

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:		ADD ADDITION			5		
		BIP BUILD INCENTIVE PROGRAM SFD			83		
		COM COMMERCIAL BUILDING			3		
		CRM COMMERCIAL REMODEL			4		
		FNC FENCE			12		
		GAR GARAGE			2		
		HVC HVAC UNIT/S			1		
		MIS MISCELLANEOUS			1		
		ROF ROOFING			1		
		SFB SINGLE FAMILY BUILT TO HONOR			1		
		SFD SINGLE-FAMILY DETACHED			55		
		SGN SIGN			1		
		SHD SHED/ACCESSORY BUILDING			1		
		WIN WINDOW REPLACEMENT			1		
INSPECTION SUMMARY:		BKF BACKFILL			8		
		BSM BASEMENT FLOOR			5		
		EFL ENGINEERING - FINAL INSPECTION			13		
		ESW ENGINEERING - SEWER / WATER			5		
		FFD BKFD FINAL INSPECTION			1		
		FIN FINAL INSPECTION			24		
		FOU FOUNDATION			8		
		FTG FOOTING			10		
		GAR GARAGE FLOOR			3		
		INS INSULATION			10		
		MIS MISCELLANEOUS			1		
		PHF POST HOLE - FENCE			9		
		PLF PLUMBING - FINAL OSR READY			15		
		PLR PLUMBING - ROUGH			11		
		PWK PRIVATE WALKS			6		
		REI REINSPECTION			1		
		REL ROUGH ELECTRICAL			12		
		RFR ROUGH FRAMING			12		
		RMC ROUGH MECHANICAL			10		
		STP STOOP			6		
		WAT WATER			1		
INSPECTOR SUMMARY:		BC BOB CREADEUR			47		
		MT MICHAEL TORRENCE			1		
		PR PETER RATOS			110		
		TK TOM KONEN			13		
STATUS SUMMARY:	A	BC			1		
	C	BC			10		
	C	MT			1		

DATE: 01/30/2017
TIME: 12:42:04
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 12/01/2016 TO 12/31/2016

INSPECTOR	TIME	TYPE OF INSPECTION		PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

		C	PR			13		
		C	TK			5		
		I	BC			32		
		I	PR			61		
		T	BC			4		
		T	PR			36		
		T	TK			8		

REPORT SUMMARY: 171

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 1

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-FIN FINAL INSPECTION Comments1: NOT MORE THAN 5' FROM SIDE PROPERTY LINE	20150447	1429 CHESTNUT LN	75		01/12/2017
BC	_____	002-FIN FINAL INSPECTION	20150451	307 E SOMONAUK ST			01/18/2017
BC	_____	002-FIN FINAL INSPECTION	20150472	1052 HOMESTEAD DR			01/19/2017
BC	_____	001-FIN FINAL INSPECTION	20150514	201 W CENTER ST		01/26/2017	
BC	_____	001-FIN FINAL INSPECTION	20150566	509 1/2 W FOX RD			01/09/2017
BC	_____	001-FIN FINAL INSPECTION	20150615	314 WALTER ST		01/26/2017	
BC	_____	001-FIN FINAL INSPECTION	20150630	508 HEUSTIS ST		01/17/2017	
BC	_____	001-FIN FINAL INSPECTION	20160096	1605 CYPRESS LN			01/09/2017
BC	_____	001-FIN FINAL INSPECTION	20160097	4636 PLYMOUTH AVE			01/18/2017
BC	_____	001-FIN FINAL INSPECTION	20160125	204 W BEECHER ST			01/17/2017
BC	_____	001-FIN FINAL INSPECTION	20160130	93 CROOKED CREEK DR	14		01/23/2017
BC	_____	002-FIN FINAL INSPECTION	20160173	1737 JOHN ST	184		01/23/2017
BC	_____	002-FIN FINAL INSPECTION	20160196	417 E SOMONAUK ST	3		01/18/2017
BC	_____	002-FIN FINAL INSPECTION	20160243	1308 EVERGREEN LN			01/11/2017
BC	_____	002-FIN FINAL INSPECTION Comments1: ROOF	20160244	208 FAIRHAVEN DR	79		01/05/2017
BC	_____	001-FIN FINAL INSPECTION	20160246	204 SPRUCE CT			01/17/2017
BC	_____	001-FIN FINAL INSPECTION	20160247	105 W BLACKBERRY LN			01/23/2017
PR	_____	AM 009-SUM SUMP	20160260	662 KENTSHIRE DR	122		01/25/2017
BC	_____	002-FIN FINAL INSPECTION	20160270	203 W SOMONAUK ST	7		01/18/2017
BC	_____	002-FIN FINAL INSPECTION Comments1: ROOF	20160313	2610 BOOMER LN			01/05/2017
BC	_____	002-FIN FINAL INSPECTION	20160330	303 OAKWOOD ST			01/10/2017
BC	_____	002-FIN FINAL INSPECTION	20160372	1017 INDEPENDENCE BLVD			01/10/2017
BC	_____	002-FIN FINAL INSPECTION	20160380	1742 JOHN ST	182		01/19/2017

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 2

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	002-FIN FINAL INSPECTION	20160390	301 CHURCH ST			01/23/2017
BC	_____	002-FIN FINAL INSPECTION	20160391	1226 WILLOW WAY			01/11/2017
BC	_____	002-FIN FINAL INSPECTION	20160402	649 WHITE OAK WAY	10		01/17/2017
BC	_____	002-FIN FINAL INSPECTION	20160418	811 BEHRENS ST			01/25/2017
BC	_____	002-FIN FINAL INSPECTION Comments1: ROOF	20160457	311 ESSEX CT			01/05/2017
BC	_____	002-FIN FINAL INSPECTION	20160458	408 DOVER CT S	66		01/05/2017
PR	_____	PM 017-FIN FINAL INSPECTION	20160466	736 HAYDEN DR	65		01/17/2017
BC	_____	018-PLF PLUMBING - FINAL OSR READ					01/17/2017
TK	_____	019-EFL ENGINEERING - FINAL INSPE					01/17/2017
BC	_____	002-FIN FINAL INSPECTION	20160498	1102 SUNSET AVE			01/18/2017
BC	_____	002-FIN FINAL INSPECTION	20160499	2138 KINGSMILL			01/17/2017
BC	_____	002-FIN FINAL INSPECTION	20160510	507 W BARBERRY CIR			01/17/2017
BC	_____	002-FIN FINAL INSPECTION	20160516	510 DOLPH ST			01/25/2017
BC	_____	002-FIN FINAL INSPECTION Comments1: ROOF	20160538	311 ESSEX CT			01/05/2017
BC	_____	001-FIN FINAL INSPECTION	20160570	1538 - 1544 STONERIDGE CI			01/19/2017
BC	_____	001-FIN FINAL INSPECTION	20160571	1526 - 1536 STONERIDGE CT			01/13/2017
BC	_____	001-FIN FINAL INSPECTION	20160573	1515-1525 STONERIDGE CIR			01/19/2017
BC	_____	002-FIN FINAL INSPECTION	20160583	510 FAIRHAVEN DR	53		01/05/2017
BC	_____	001-FIN FINAL INSPECTION Comments1: ELECTRICAL UPGRADE FOR DRYER	20160584	2273 CRYDER CT	434	01/17/2017	
BC	_____	001-FIN FINAL INSPECTION	20160586	506 FREEMONT ST		01/26/2017	
PR	_____	007-RFR ROUGH FRAMING	20160592	2483 ELLSWORTH CT	350		01/06/2017
PR	_____	008-REL ROUGH ELECTRICAL					01/06/2017
PR	_____	009-RMC ROUGH MECHANICAL					01/06/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	010-PLR PLUMBING - ROUGH					01/06/2017
BC	_____	011-INS INSULATION					01/10/2017
PR	_____	017-FIN FINAL INSPECTION	20160593	2395 HOLLENBACK CT	425		01/03/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					01/03/2017
TK	_____	019-EFL ENGINEERING - FINAL INSPE Comments1: COULD NOT KEY BBOX					01/03/2016
PR	_____	011-INS INSULATION	20160595	2967 ELLSWORTH DR	402		01/04/2017
PR	_____	001-FIN FINAL INSPECTION Comments1: WATER METER INSTALL	20160608	135 E VAN EMMON ST		01/17/2017	
BC	_____	001-FIN FINAL INSPECTION	20160620	119 STRAWBERRY LN			01/23/2017
BC	_____	018-PHD POST HOLE - DECK	20160625	569 SUTTON ST	215		01/12/2017
BC	_____	019-STP STOOP					01/19/2017
PR	_____	020-FIN FINAL INSPECTION					01/26/2017
PR	_____	021-PLF PLUMBING - FINAL OSR READ					01/26/2017
TK	_____	022-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					01/26/2017
BC	_____	001-FIN FINAL INSPECTION	20160634	309 FAIRHAVEN DR	15		01/05/2017
BC	_____	002-FIN FINAL INSPECTION	20160646	304 LIBERTY STREET			01/18/2017
BC	_____	001-FIN FINAL INSPECTION	20160653	443 NORWAY CIR	85	01/13/2017	
PR	_____	009-RFR ROUGH FRAMING	20160663	510 MAIN ST E	1		01/24/2017
PR	_____	010-REL ROUGH ELECTRICAL					01/24/2017
PR	_____	011-RMC ROUGH MECHANICAL					01/24/2017
PR	_____	012-PLR PLUMBING - ROUGH					01/24/2017
BC	_____	002-FIN FINAL INSPECTION	20160665	1304 EVERGREEN LN			01/11/2017
PR	_____	AM 010-RFR ROUGH FRAMING Comments1: ANCHOR BOLT IN GARAGE	20160684	2948 GRANDE TRAIL	420		01/23/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	011-REL ROUGH ELECTRICAL					01/23/2017
PR	_____	012-RMC ROUGH MECHANICAL					01/23/2017
PR	_____	013-PLR PLUMBING - ROUGH					01/23/2017
BC	_____	AM 014-INS INSULATION					01/25/2017
PR	_____	009-RFR ROUGH FRAMING	20160688	2961 ELLSWORTH DR	404		01/17/2017
PR	_____	010-REL ROUGH ELECTRICAL					01/17/2017
PR	_____	011-RMC ROUGH MECHANICAL					01/17/2017
PR	_____	012-PLR PLUMBING - ROUGH					01/17/2017
BC	_____	013-INS INSULATION					01/19/2017
PR	_____	010-RFR ROUGH FRAMING	20160690	2396 HOLLENBACK CT	424		01/31/2017
PR	_____	011-REL ROUGH ELECTRICAL					01/31/2017
PR	_____	012-RMC ROUGH MECHANICAL					01/31/2017
PR	_____	013-PLR PLUMBING - ROUGH					01/31/2017
BC	_____	012-RFR ROUGH FRAMING	20160697	2699 LILAC WAY	321		01/11/2017
BC	_____	013-REL ROUGH ELECTRICAL					01/11/2017
BC	_____	014-RMC ROUGH MECHANICAL					01/11/2017
RE	_____	015-PLR PLUMBING - ROUGH Comments1: NO STACK TEST					01/11/2017
BC	_____	AM 016-INS INSULATION					01/13/2017
PR	_____	014-FIN FINAL INSPECTION	20160698	2621 LILAC WAY	311		01/27/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ Comments1: KITCHEN FAUCET NOT WORKING PROPERTLY FLO Comments2: OR DRAIN COVER IN BASEMENT NEEDED. FRONT Comments3: DOOR IS MISSING SEAL					01/27/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					01/27/2017
PR	_____	017-REI REINSPECTION Comments1: PLUMB					01/31/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	014-PHD POST HOLE - DECK	20160699	642 KENTSHIRE DR	123		01/12/2017
PR	_____	015-FIN FINAL INSPECTION					01/20/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					01/20/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE				01/23/2017	
PR	_____	AM 013-SUM SUMP	20160700	2732 PHELPS CT	271		01/06/2017
BC	_____	014-PHD POST HOLE - DECK					01/12/2017
BC	_____	015-STP STOOP					01/19/2017
PR	_____	016-FIN FINAL INSPECTION					01/26/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ					01/26/2017
TK	_____	018-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					01/26/2017
PR	_____	012-FIN FINAL INSPECTION Comments1: FOUR GAP ON BOTTOM PLATE IN GARAGE OUTSI Comments2: DE WALL	20160702	2394 HOLLENBACK CT	423		01/17/2017
PR	_____	013-PLR PLUMBING - ROUGH					01/17/2017
TK	_____	014-EFL ENGINEERING - FINAL INSPE				01/18/2017	
BC	_____	AM 011-RFR ROUGH FRAMING	20160703	2975 ELLSWORTH DR	400		01/11/2017
BC	_____	012-REL ROUGH ELECTRICAL					01/11/2017
BC	_____	013-RMC ROUGH MECHANICAL					01/11/2017
RE	_____	014-PLR PLUMBING - ROUGH Comments1: NO STACK TEST					01/11/2017
BC	_____	AM 015-INS INSULATION					01/13/2017
PR	_____	PM 012-FIN FINAL INSPECTION	20160705	2955 ELLSWORTH DR	406		01/27/2017
PR	_____	013-PLF PLUMBING - FINAL OSR READ					01/27/2017
TK	_____	014-EFL ENGINEERING - FINAL INSPE Comments1: OK TO TEMP					01/27/2017
BC	_____	001-FIN FINAL INSPECTION	20160711	507 MADISON CT			01/25/2017

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 6

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-FIN FINAL INSPECTION	20160712	408 W KENDALL DR			01/23/2017
PR	_____	001-RFR ROUGH FRAMING	20160713	425 E SPRING ST	3		01/18/2017
PR	_____	002-REL ROUGH ELECTRICAL					01/18/2017
PR	_____	003-RMC ROUGH MECHANICAL					01/18/2017
PR	_____	004-PLR PLUMBING - ROUGH					01/18/2017
BC	_____	AM 003-FOU FOUNDATION	20160716	2246 LAVENDER WAY	61		01/03/2017
BC	_____	PM 004-BKF BACKFILL					01/10/2017
RE	_____	005-ESW ENGINEERING - SEWER / WAT					01/09/2017
PR	_____	014-FIN FINAL INSPECTION	20160717	1528 SIENNA DR	77		01/17/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					01/17/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: BBOX KEYABLE OK TO TEMP					01/17/2017
PR	_____	007-RFR ROUGH FRAMING	20160718	2633 LILAC WAY	314		01/24/2017
PR	_____	008-REL ROUGH ELECTRICAL					01/24/2017
PR	_____	009-RMC ROUGH MECHANICAL					01/24/2017
PR	_____	010-PLR PLUMBING - ROUGH					01/24/2017
PR	_____	011-INS INSULATION					01/30/2017
BC	_____	009-ROF ROOF UNDERLAYMENT ICE & W	20160720	514 E MAIN ST	3		01/03/2017
BC	_____	006-REL ROUGH ELECTRICAL	20160737	2402 FITZHUGH TURN	144		01/12/2017
BC	_____	007-RFR ROUGH FRAMING					01/12/2017
BC	_____	008-RMC ROUGH MECHANICAL					01/12/2017
RE	_____	009-PLF PLUMBING - FINAL OSR READ					01/12/2017
PR	_____	AM 010-INS INSULATION					01/17/2017
BC	_____	011-PHD POST HOLE - DECK					01/19/2017
PR	_____	AM 012-SUM SUMP					01/20/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	12:01	013-GAR GARAGE FLOOR					01/20/2017
RE	_____	004-PLU PLUMBING - UNDERSLAB	20160738	2463 FAIRFAX WAY	245		01/11/2017
BC	_____	005-PHD POST HOLE - DECK					01/12/2017
BC	_____	006-BSM BASEMENT FLOOR					01/12/2017
BC	_____	007-RFR ROUGH FRAMING Comments1: R403.1.6 INSUFFICIENT FOUNDATION ANCHORA Comments2: GE AT NORTH GARAGE WALL. REINSPECT AT FI Comments3: NAL.					01/13/2017
BC	_____	008-REL ROUGH ELECTRICAL					01/13/2017
BC	_____	009-RMC ROUGH MECHANICAL					01/13/2017
RE	_____	010-PLR PLUMBING - ROUGH					01/13/2017
BC	_____	011-INS INSULATION Comments1: FILL STUD SPACE ON A 2ND FLOOR BEDROOM, Comments2: WEST WALL ADJACENT TO WINDOW BEFORE INST Comments3: ALLING SHEETROCK.					01/17/2017
BC	_____	012-GAR GARAGE FLOOR					01/20/2017
PR	_____ AM	013-SUM SUMP					01/25/2017
PR	_____	007-PLU PLUMBING - UNDERSLAB	20160739	1163 CODY CT	9		01/19/2017
PR	_____	008-BSM BASEMENT FLOOR					01/20/2017
BC	_____	001-FIN FINAL INSPECTION	20160742	2011 RAINTREE RD	64	01/13/2017	
BC	_____	001-FIN FINAL INSPECTION	20160743	456 NORWAY CIR	76	01/13/2017	
BC	10:00	001-FIN FINAL INSPECTION	20160758	1817 COUNTRY HILLS DR	135		01/17/2017
BC	_____	001-FIN FINAL INSPECTION	20160773	201 WORSLEY ST			01/10/2017
BC	_____	001-FIN FINAL INSPECTION	20160774	802 STATE ST			01/09/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB	20160775	781 OMAHA DR	17		01/25/2017
BC	13:00	007-BSM BASEMENT FLOOR					01/26/2017
BC	_____	001-FIN FINAL INSPECTION	20160777	2417 SAGE CT	21		01/25/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-FIN FINAL INSPECTION	20160795	906 BRISTOL ST			01/10/2017
PR	_____	002-PLU PLUMBING - UNDERSLAB	20160798	449 SUTTON ST	207	01/18/2017	
BC	_____	AM 003-BSM BASEMENT FLOOR					01/20/2017
PR	_____	004-RFR ROUGH FRAMING					01/31/2017
PR	_____	005-REL ROUGH ELECTRICAL					01/31/2017
PR	_____	006-RMC ROUGH MECHANICAL					01/31/2017
PR	_____	007-PLR PLUMBING - ROUGH					01/31/2017
PR	_____	AM 008-SUM SUMP					01/25/2017
BC	_____	001-FIN FINAL INSPECTION	20160802	797 GAME FARM RD			01/12/2017
BC	_____	001-FIN FINAL INSPECTION	20160803	797 GAME FARM RD			01/12/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB	20160807	1538 SIENNA DR	76		01/17/2017
BC	_____	006-BSM BASEMENT FLOOR					01/17/2017
RE	_____	007-PLR PLUMBING - ROUGH					01/13/2017
PR	_____	008-REL ROUGH ELECTRICAL					01/26/2017
PR	_____	009-RFR ROUGH FRAMING					01/26/2017
PR	_____	010-RMC ROUGH MECHANICAL					01/26/2017
PR	_____	011-PLR PLUMBING - ROUGH					01/26/2017
BC	_____	012-INS INSULATION					01/30/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB	20160808	1558 SIENNA DR	74		01/19/2017
BC	_____	AM 006-BSM BASEMENT FLOOR				01/20/2017	
PR	_____	AM 007-SUM SUMP					01/25/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB	20160812	2987 GRANDE TR	392		01/19/2017
PR	_____	AM 006-BSM BASEMENT FLOOR					01/24/2017
BC	_____	001-FIN FINAL INSPECTION	20160817	2021 RAINTREE RD		01/13/2017	

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	007-PLU PLUMBING - UNDERSLAB	20160820	2412 FITZHUGH TURN	145		01/18/2017
BC	_____	008-BSM BASEMENT FLOOR					01/19/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT	20160821	2722 PHELPS CT	272		01/03/2017
BC	_____	002-FIN FINAL INSPECTION	20160822	417 E. SPRING ST	7		01/11/2017
BC	_____	002-FIN FINAL INSPECTION	20160827	1001A JOHN ST			01/11/2017
BC	_____	001-FIN FINAL INSPECTION	20160832	646 BLUESTEM DR			01/06/2017
PR	_____	AM 005-PLU PLUMBING - UNDERSLAB	20160834	1172 CODY CT	6		01/27/2017
PR	_____	001-FIN FINAL INSPECTION	20160840	505 FOX ROAD			01/26/2017
PR	_____	005-GAR GARAGE FLOOR	20160841	892 N CARLY CIRCLE	49		01/19/2017
PR	_____	001-RFR ROUGH FRAMING	20160844	305 SANDERS	3		01/19/2017
PR	_____	002-REL ROUGH ELECTRICAL					01/19/2017
PR	_____	003-INS INSULATION				01/25/2017	
PR	_____	005-GAR GARAGE FLOOR	20160845	936 N CARLY CIR			01/19/2017
PR	_____	005-PLR PLUMBING - ROUGH	20160846	407 COLTON ST			01/25/2017
BC	_____	001-FIN FINAL INSPECTION	20160848	1358 WALSH DR			01/06/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT	20160849	2641 FAIRFAX WAY	255		01/03/2017
BC	_____	AM 003-BKF BACKFILL	20160851	2689 LILAC WAY	320		01/06/2017
RE	_____	004-ESW ENGINEERING - SEWER / WAT					01/09/2017
BC	_____	001-FIN FINAL INSPECTION	20160858	2887 MCLELLAN BLVD	489	01/13/2017	
BC	_____	004-BKF BACKFILL	20160865	926 N CARLY CIR	52		01/03/2017
		Comments1: R405.1 GRAVEL OR CRUSHED STONE REQUIRED					
		Comments2: 6" ABOVE TOP OF FOOTING					
PR	_____	005-ESW ENGINEERING - SEWER / WAT				01/05/2017	
BC	_____	006-REI REINSPECTION					01/06/2017
		Comments1: BACKFILL					
BC	_____	002-BKF BACKFILL	20160866	1007 N CARLY CIR	120		01/09/2017

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 10

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
RE	_____	003-ESW ENGINEERING - SEWER / WAT					01/10/2017
BC	11:00	001-FTG FOOTING	20160867	224 W VETERANS PKWY			01/18/2017
BC	_____	001-PHF POST HOLE - FENCE	20160871	1132 KATE DR	40		01/11/2017
BC	_____	002-FIN FINAL INSPECTION Comments1: SEVERAL SCREWS BROKEN OFF					01/17/2017
BC	_____	001-FIN FINAL INSPECTION	20160874	149 CLAREMONT CT	27		01/31/2017
_____	_____	002-FIN FINAL INSPECTION	20160877	911 S CARLY CIR	97	01/04/2017	
BC	_____	001-FTG FOOTING	20160880	2702 PHELPS CT	274		01/03/2017
BC	_____	002-FOU FOUNDATION					01/04/2017
BC	_____	003-BKF BACKFILL					01/12/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					01/18/2017
BC	_____	002-FIN FINAL INSPECTION	20160885	1435 VIOLET CT	363		01/04/2017
BC	_____	003-FOU FOUNDATION	20160886	343 TYLER CREEK CT	83		01/09/2017
PR	_____	AM 004-BKF BACKFILL					01/19/2017
BC	_____	001-FIN FINAL INSPECTION	20160890	310 E RIDGE ST	9		01/31/2017
BC	_____	AM 001-FTG FOOTING	20160895	2642 LILAC WAY	376		01/23/2017
BC	_____	AM 002-FOU FOUNDATION					01/24/2017
BC	_____	003-BKF BACKFILL					01/30/2017
PR	_____	PM 004-ESW ENGINEERING - SEWER / WAT					01/30/2017
RE	_____	001-PLU PLUMBING - UNDERSLAB	20160900	2222 NORTHLAND LN	75		01/10/2017
RE	_____	002-PLR PLUMBING - ROUGH					01/13/2017
PR	_____	003-REL ROUGH ELECTRICAL					01/18/2017
PR	_____	004-RFR ROUGH FRAMING					01/18/2017
PR	_____	005-RMC ROUGH MECHANICAL					01/18/2017
PR	_____	006-PLR PLUMBING - ROUGH					01/18/2017

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 11

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	001-FTG FOOTING	20170001	1024 S CARLY CIR	114		01/19/2017
BC	_____	001-FTG FOOTING	20170007	997 N CARLY CIR	121		01/26/2017
BC	_____	002-FOU FOUNDATION					01/27/2017
RE	_____	001-PLU PLUMBING - UNDERSLAB	20170008	634 W VETERANS PKWY	A-F		01/10/2017
PR	_____	002-RFR ROUGH FRAMING					01/17/2017
PR	_____	003-REL ROUGH ELECTRICAL					01/17/2017
PR	_____	004-PLR PLUMBING - ROUGH					01/17/2017
BC	_____	001-FTG FOOTING	20170013	2691 MCLELLAN BLVD	50		01/26/2017
PR	09:00	002-FOU FOUNDATION					01/30/2017
PR	_____ PM	001-ESW ENGINEERING - SEWER / WAT	20170021	1121 CLEARWATER DR	196		01/31/2017
BC	_____ AM	001-PHF POST HOLE - FENCE	20170022	1153 TAUS CIR	110		01/31/2017
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20170023	578 W BARBERRY CIRCLE	61		01/26/2017
BC	_____	002-FIN FINAL INSPECTION					01/30/2017

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:		ACC ACCESSORY BUILDING		1			
		ADD ADDITION		4			
		BIP BUILD INCENTIVE PROGRAM SFD		106			
		BSM BASEMENT REMODEL		6			
		CRM COMMERCIAL REMODEL		4			
		ELE ELECTRICAL UPGRADE		1			
		ESN ELECTRIC SIGN		2			
		FNC FENCE		5			
		GEN STAND BY GENERATOR		1			
		MIS MISCELLANEOUS		1			
		MSC MISCELLANEOUS		1			
		REM REMODEL		4			
		ROF ROOFING		54			
		SFB SINGLE FAMILY BUILT TO HONOR		5			
		SFD SINGLE-FAMILY DETACHED		39			
		SGN SIGN		1			
		SHD SHED/ACCESSORY BUILDING		2			
		WIN WINDOW REPLACEMENT		3			
		WMD WATER METER		1			
INSPECTION SUMMARY:		BKF BACKFILL		7			
		BSM BASEMENT FLOOR		8			
		EFL ENGINEERING - FINAL INSPECTION		9			
		ESW ENGINEERING - SEWER / WATER		9			
		FIN FINAL INSPECTION		78			
		FOU FOUNDATION		6			
		FTG FOOTING		6			
		GAR GARAGE FLOOR		4			
		INS INSULATION		11			
		PHD POST HOLE - DECK		5			
		PHF POST HOLE - FENCE		2			
		PLF PLUMBING - FINAL OSR READY		9			
		PLR PLUMBING - ROUGH		18			
		PLU PLUMBING - UNDERSLAB		11			
		REI REINSPECTION		2			
		REL ROUGH ELECTRICAL		16			
		RFR ROUGH FRAMING		16			
		RMC ROUGH MECHANICAL		14			
		ROF ROOF UNDERLAYMENT ICE & WATER		2			
		STP STOOP		2			
		SUM SUMP		6			
INSPECTOR SUMMARY:				1			
	BC	BOB CREADEUR		122			
	PR	PETER RATOS		97			
	RE	RANDY ERICKSON		12			

DATE: 02/01/2017
TIME: 09:22:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 13

INSPECTIONS SCHEDULED FROM 01/01/2017 TO 01/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

		TK	TOM KONEN		9		
STATUS SUMMARY:	A	PR			1		
	C	BC			54		
	I				1		
	I	BC			62		
	I	PR			77		
	I	RE			12		
	T	BC			6		
	T	PR			19		
	T	TK			9		
REPORT SUMMARY:					241		



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

EDC 2017-18

Agenda Item Summary Memo

Title: Property Maintenance Report for December 2016 and January 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Pete Ratos Community Development
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering
Date: December 29, 2016
Subject: December Property Maintenance

Property Maintenance Report December 2016

Adjudication:

1 Property Maintenance Case heard in December

12/28/2016

N 3303

2744 Alandale Ln

Junk, Trash, Refuse

Liabe \$850

Case Report

12/01/2016 - 12/31/2016

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	DOWNTOWN SWEEP	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING
20170000	12/30/2016								
20160613	12/29/2016	1334 WALSH DR	SUMP DRAINING OVER SIDEWALK		TO BE INSPECTED				
20160612	12/27/2016	129 E Hydraulic Ave	Work with out permit		IN VIOLATION	12/27/2016			
20160611	12/27/2016	1429 Chestnut Ln	Working with out permit		IN VIOLATION	12/27/2016			
20160610	12/27/2016	309 Mill St	VEHICLE		IN VIOLATION	12/27/2016			
20160609	12/27/2016	709 State St	VEHICLE		IN VIOLATION				
20160608	12/19/2016	4479 TAMPA DR	WORKING WITHOUT PERMIT		IN VIOLATION		PENDING		
20160607	12/19/2016	407 E MAIN ST	VEHICLE		CLOSED	12/19/2016			
20160606	12/15/2016	400 FREEMONT ST	OFF STREET PARKING		IN VIOLATION	12/19/2016			
20160605	12/15/2016	Btwn 111 & 127 E. Van Emmon St.	Unsafe Structure	Yes	CLOSED		COMPLIANT		
20160604	12/12/2016	857 Greenfield Turn	TRASH, RUBBISH		CLOSED	12/13/2016	COMPLIANT		
20160603	12/6/2016	1912 BANBURY AVE	VEHICLE		CLOSED	12/7/2016	COMPLIANT		
20160602	12/1/2016	1408 White Pine Ct.	Vehicles		CLOSED	12/2/2016	COMPLIANT		

Total Records: 13



Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering
Date: January 26, 2017
Subject: January Property Maintenance

Property Maintenance Report January 2017

Adjudication:

9 Property Maintenance Cases heard in January

1/04/2017

N 3304	206 Heustis St	Prohibited Signs	Liable \$3,000
N 3305	206 Heustis St	Weeds	Liable \$3,500
N 3306	206 Heustis St	Address	Liable \$3,000
N 3307	206 Heustis St	Protective Treatment	Liable \$3,000
N 3308	206 Heustis St	Outdoor Displays	Dismissed
N 3309	206 Heustis St	Junk, Trash	Liable \$3,000
N 3310	206 Heustis St	Motor Vehicles	Liable \$3,000
N 3311	206 Heustis St	Corner Clearance	Dismissed

1/18/2017

N 3312	507 Heartland Dr	Junk, Trash	Dismissed
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Case Report

01/01/2017 - 01/31/2017

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	DOWN TOWN SWEEP	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	FINDINGS	ADJUDICATION FINDINGS
20170039	1/31/2017	3836 BAILEY RD	Vehicle		IN VIOLATION	2/1/2017					
20170038	1/31/2017	2573 Lyman Loop	Vehicle		IN VIOLATION	2/1/2017					
20170037	1/31/2017	2928 Grande Tr	Vehicle		IN VIOLATION	2/1/2017					
20170036	1/31/2017	904 E Spring St	Vehicle		IN VIOLATION	2/1/2017					
20170035	1/30/2017	SEC STATE ROUTE 34 & ELDAMAIN RD	JUNK, REFUSE AT YORKVILLE SIGN		TO BE INSPECTED						
20170034	1/24/2017	188 Claremont Ct.	Vehicles		IN VIOLATION	1/25/2017					
20170033	1/24/2017	601 Windett Ridge Rd.	Vehicles		CLOSED	1/25/2017	COMPLIANT				
20170032	1/24/2017	1609 Cypress Ln.	Vehicles, Off street parking, shed		IN VIOLATION	1/25/2017					
20170031	1/24/2017	Bertram Dr	Vehicle		IN VIOLATION	1/31/2017					
20170030	1/24/2017	136G Winchester Ln	Vehicle		PENDING						
20170029	1/24/2017	Bertram Dr	Vehicle		IN VIOLATION	1/31/2017					
20170028	1/24/2017	Bertram Dr	Vehicle		IN VIOLATION	1/31/2017					
20170027	1/24/2017	4528D Halfmoon Dr	Vehicle		IN VIOLATION						
20170026	1/24/2017	Portage Ln	Vehicle		IN VIOLATION	1/31/2017					
20170025	1/24/2017	Willoughby ct	Vehicle		IN VIOLATION	1/31/2017					
20170024	1/23/2017	1002 S. Main St.	Vehicles		CLOSED		COMPLIANT				
20170023	1/23/2017	1007 S. Main St.	Junk, trash		IN VIOLATION	1/23/2017					
20170022	1/20/2017	1602 Cottonwood tr	Flooding		COMPLIANT						

20170021	1/20/2017	4575 B Camden Ln	Vehicle		IN VIOLATION	1/20/2017					
20170020	1/20/2017	2584 Madden Ct.	Unauthorized tampering		IN VIOLATION			1/20/2017	2/22/2017		
20170019	1/19/2017	2401 Fairfax Way	Vehicle		IN VIOLATION	1/19/2017					
20170018	1/19/2017	206F Barret Dr	Vehicle		IN VIOLATION	1/19/2017					
20170017	1/19/2017	211 E Main St	Vehicle		IN VIOLATION	1/19/2017					
20170016	1/10/2017	103 E. Main St.	Exterior of building		PENDING	1/11/2017					
20170015	1/10/2017	8721 Rte. 126	Off street parking		IN VIOLATION	1/11/2017	IN VIOLATION	1/27/2017	2/27/2017		
20170014	1/10/2017	2584 Madden Ct.	Unsafe Structure		IN VIOLATION			1/10/2017	2/13/2017		
20170013	1/9/2017	821 CAULFIELD PT	JUNK, REFUSE		CLOSED		COMPLIANT				
20170012	1/6/2017	1459 Cannonball Tr.	Electronic sign		CLOSED		COMPLIANT				
20170011	1/6/2017	221-B Hillcrest Ave	Vehicles		IN VIOLATION	1/6/2017	PENDING			PENDING	
20170010	1/6/2017	1008 SUNSET AVE	JUNK, REFUSE, Vehicle		IN VIOLATION	1/6/2017					
20170009	1/5/2017	1934 Raintree Rd	Vehicles		CLOSED	1/6/2017	COMPLIANT				
20170008	1/5/2017	2728 Goldenrod Dr	Working with out permit		CLOSED						
20170007	1/5/2017	505 YELLOWSTONE LN	Working with out permit		CLOSED	1/5/2017	COMPLIANT				
20170006	1/5/2017	225 Windett Ridge Rd	Vehicle		IN VIOLATION	1/5/2017	IN VIOLATION	1/25/2017	2/27/2017		
20170005	1/5/2017	407 Walsh	Off Street Parking		CLOSED	1/5/2017	COMPLIANT				
20170004	1/4/2017	608 Tower Ln	Vehicles		CLOSED	1/4/2017					
20170003	1/4/2017	123 W HYDRAULIC ST	TRASH AND DEBRIS		CLOSED						
20170002	1/3/2017	604 Tower Ln..	Junk, trash		CLOSED	1/5/2017	COMPLIANT				
20170001	1/3/2017	1213 S Bridge St	Working with out permit		IN VIOLATION	1/3/2017					

Total Records: 39

2/1/2017



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

EDC 2017-19

Agenda Item Summary Memo

Title: Economic Development Report for February 2017

Meeting and Date: Economic Development Committee – March 7, 2017

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



651 Prairie Pointe Drive, Suite 102 • Yorkville, Illinois 60560
Phone 630-553-0843 • FAX 630-553-0889

Monthly Report – for March 2017 EDC Meeting of the United City of Yorkville

February 2017 Activity

Downtown Redevelopment:

- Continue conversations with two developers looking at different multi-purpose projects in the downtown.

Development south of Fox River:

- Continue to work with a grocer interested in locating grocery store south of the River. The conversation continues, which is very encouraging.

Development north of the Fox River:

- Kendall Crossing...Working with end user interested in building a significant building on this site. This use is a much desired addition for Yorkville. We have had meetings with staff, and anticipate that the use will become public in April. This project has the potential to expedite the development of the remainder of the property.
- Kendall Marketplace...Working with Alex Berman (owner) to identify potential additional development on the project. This includes out lots, inline space, and the residential component of the project. Attended a series of meeting with parties that are interested in moving forward with development on this property. The submittal for building permit of inline space has begun. We hope to officially announce the tenant within the next month.
- Cedarhurst of Yorkville approval process is completed. Continue to work with developer to assist with the preparation for ground breaking in the spring, of this assisted living-memory care project.

Industrial Development:

- Continue to work with major industrial user for potential development along Eldamain Road. The final determination for the project is in the hands of the "Board of Directors" of this publicly traded company.

Recreational Development:

- Continue to work with Justine Brummel on multi-use sports facility. "Go For It Sports" anticipates a spring ground breaking.

Other Activity:

- Appeared on TV "Fox Valley Today" and Radio "Community Forum" to showcase development and opportunities in Yorkville.
- Met with a variety of residential builders doing general due diligence about Yorkville, to determine future opportunities.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lynn Dubajic".

Lynn Dubajic
651 Prairie Pointe Drive, Suite 102
Yorkville, IL 60560
lynn@dlkllc.com
630-209-7151 cell



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

EDC 2017-20

Agenda Item Summary Memo

Title: Vacant Building Registration Program

Meeting and Date: EDC/March 7, 2017

Synopsis: Proposal of a vacant building registration program for commercial, industrial and residential properties.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 25, 2017
Subject: **Vacant Property Registration Program**

Background

As the Economic Development Committee may recall in July 2015, staff proposed the creation of a Vacant Property Registration Program which will allow the City to keep track of properties in foreclosure, perform more in-depth inspections of vacant properties (residential and commercial) before substantial issues occur, and generate additional revenue to cover staffing time to implement such an ordinance. The proposed annual registration fee of **\$250** would include a \$200 vacant building fee and a \$50 inspection fee. These fees are per building, per year as long as the building(s) remain vacant. For your reference, attached is staff's previous memo and draft ordinance.

At that time, the Economic Development Committee expressed some reservations with regards to the scope of authority the proposed ordinance would allow City Building Officials to inspect private properties as well as the fees imposed. As a follow-up to those concerns, staff provided a survey of various communities which have enacted the same or similar Vacant Property Registration Programs; however, it was the determination of the Committee to not move forward with adopting the ordinance authorizing the program.

Update/Current Request

Since then, staff has only been able to address vacant property issues in a reactionary manner when issues arise from property maintenance complaints. Unfortunately, by the time staff is made aware, the issues are of an urgent nature and time is further expended trying to locate the proper bank representative or company assigned to secure and provide maintenance. Therefore, staff is again requesting the EDC reconsider the proposed proactive approach of having a registration of vacant structures in Yorkville. Below are such recent examples of incidences of property damage that could have been addressed more quickly or avoided which prompted staff to readdress our prior request to implement a Vacant Property Registration Program.

2584 Madden Court (Autumn Creek)

On January 9, 2017, staff received a complaint that the vacant foreclosed two-story residential structure had ice coming from the windows, exterior walls and foundation area due to a furnace either malfunctioning or being turned off causing a water pipe to burst during the extremely cold winter weather. Upon inspection, it was documented that approximately one million gallons of water entered the house from a broken pipe, flooding the residence and then freezing. The structure was posted as an unsafe and a violation was issued to Bank of America. A citation has been issued and an upcoming administration adjudication hearing has been scheduled for February 13, 2017.

2775 Crooker Drive (Grande Reserve)

On June 4, 2015, staff was notified by the adjacent owner of a duplex that the neighboring unit smelled of mold. Upon inspection, staff learned that the water pipes burst; flooding the property and evidence of mold was present throughout several surfaces on the interior of the residence. The extent

of the mold and condition of the unit led staff to believe the water damage had occurred some time ago. While the vacant unit was not a foreclosure, the owner of the duplex unit lived in another state and took several days to get in contact with the homeowner. The property has since been secured, but the interior damage may not have been repaired.

506 Colton Street

In March/April 2016, a complaint was received about the one-story residential property that had been foreclosed upon in 2014. The former occupant left garbage strewn throughout the rear yard, overgrown grass and an abandoned party bus in the driveway. When staff was made aware of the property, the mortgagor had resold the residence and the paperwork had not been submitted for recording in a timely manner. This made it more difficult for staff to determine the rightful owner which took several weeks. Once we were able to obtain contact information for the subsequent owner, the response in cleaning up the site was also slow. The property has since been sold.

525 Cheshire Court (Blackberry Creek North)

On May 18, 2016, staff became aware of the property via a neighbor complaint regarding overgrown weeds. However, upon inspection, it was determined that the home was vacant and had been vandalized. A faucet was left on in the basement leading the flooding of the lower level of the structure. The moisture caused massive growth of mold throughout the home. There was also evidence of white paint on the hardwood floors, on the porch and onto the driveway. It took a few days for staff to locate and make contact with the current owner of record. The bank assigned property maintenance company eventually made the necessary repairs.

102 Claremont Court (Windett Ridge)

In July 2011, a complaint from a neighbor prompted staff to inspect the two-story residence. The exterior of property showed no apparent issues, however, upon closer inspection, we found the basement flooded with approximately six (6) feet of water and massive mold growing throughout the structure. The home was posted with warnings regarding the mold and sealed due to the unsafe nature of the rotting floors in the structure. It took staff more than a year to determine the rightful owner of the property due to late filings and changes in mortgagors. During that time, it was determined the seal was broken and reports of children/teens entering the structure.

1533 Coral Drive (Autumn Creek)

On May 20, 2016, a neighbor complaint of a vacant home led to staff conducting an inspection of the residential property. Upon arrival, it was noted the front door of the structure was fully ajar and evidence of flooding and mold growth on nearly every wall surface was present. Staff sealed the property and researched through county records the foreclosing bank. Upon contact with the bank, a property maintenance company was sent out to secure the structure. It is not clear if the interior has been remediated.

Potential Additional Tracking Tool

Since the initial proposal in 2015, staff has become aware of an online web-based service which can assist with tracking vacant and foreclosed properties in Yorkville, including providing the appropriate property maintenance company assigned to the property. Community Champions <http://cchampions.com/> assists local government agencies tasked with tracking and registering vacant properties with access to their database of mortgage companies and contact information of property maintenance companies associated with foreclosed properties at no cost.

Staff did participate in an online webinar of the program and did see some value in having this resource in addition to implementing our own Vacant Property Registry. We would anticipate using this service to verify the information on properties that are suspected of being vacant or foreclosed but have not registered with the City through our program. Notification would be made to the listed bank and property maintenance contact to complete the necessary filing application, make payment and schedule an inspection.

Staff Recommendation

Although the most recent foreclosure report provided to the EDC saw newly filed foreclosures for the year of 2016 at 66 for residential properties, the total number of homes in various stages of foreclosure in Yorkville is actually 162 according to www.public-record.com which tracks real estate transactions for all counties in Illinois. Therefore, it is staff's position that not having an active vacant property registration and the time expended on researching records to locate proper owners of record has lead to unnecessary damage of residential housing stock. We further believe the proposed Vacant Building Registry Program is a reasonable and responsible response to those residential and commercial properties which have remained vacant for an extended period of time due to foreclosure and abandonment.

Further, staff believes the benefits to having a vacant property registration include having an online tracking mechanism of all properties in various stages of the foreclosure process from the initial filing through closure without consuming any City work hours in doing so. The research and data input is conducted by an outside source at no cost to the City, and most importantly, the registry will allow us to monitor vacant properties proactively in an effort to detect deficiencies prior to them becoming major structural or aesthetic problems.

In several cases, staff has consumed numerous man hours attempting to locate the actual responsible party to address an issue, which delays addressing the existing condition. It is not uncommon when researching the responsible party, valuable time is spent traveling to the Kendall County Clerk of Courts office and physically inspecting the foreclosure file for an address or contact information. This is time taken away from building permit/ property maintenance inspections and other enforcement activities. Having the onus on the owner providing contact information and an outside party collect the information can speed up the process of addressing deficiencies by hours or even days, thereby increasing productivity.

Therefore, it is **staff's recommendation** to adopt the proposed Vacant Building Registry Program which is in line with over 80 communities in the State with regard to ordinance regulations and fees.

Should the EDC consider favorably of this request, the City Attorney has prepared an ordinance which is attached for your review. Staff will be available at the meeting to answer any questions from the Committee regarding this agenda item.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, ADDING LICENSING REQUIREMENTS AND REGULATION
OF VACANT BUILDINGS**

WHEREAS, the United City of Yorkville (the “City”) 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 the State; and,

WHEREAS, the City desires to establish a program for identification, registration and regulation of buildings which are or become vacant and determine the responsibilities of owners of those vacant buildings.

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

Section 1: That Chapter 7 of Title 4 be and is hereby added to the Yorkville City Code to read as follows:

**“CHAPTER 7
VACANT BUILDINGS**

4-7-1: DECLARATION OF POLICY:

The purpose of this chapter is to protect the public health, safety, and welfare by enactment of this chapter which:

- A. Establishes a program for identification, registration, and regulation of buildings which are or become "vacant" as defined herein; and
- B. Determines the responsibilities of owners of vacant buildings; and
- C. Provides for administration, enforcement, abatement of public nuisances, and the imposition of penalties.

This chapter shall be liberally construed to effect its purposes.

4-7-2: OTHER ORDINANCES:

This chapter shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than are provided herein. When a provision of this chapter conflicts with any other provision of the code regulating the same subject matter, the more stringent or restrictive provision shall apply.

4-7-3: DEFINITIONS:

Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

BOARDED BUILDING: A building that has had, in a manner intended to be temporary or permanent, any or all of its openings covered by some material for the purpose of securing or preventing access or damage to the building or its components, whether such material is opaque, solid or transparent, and whether such material is affixed to the interior or exterior of the building. For the purpose of this definition, such openings shall include any doors, windows or other openings that exist for the purpose of providing light, ventilation, ingress and egress to the building or other access to a part or portion of the building.

BUILDING: Any residential structure, or portion thereof, containing one or more dwelling units used or intended to be used for human habitation, or any business or commercial structure occupied or intended for supporting any occupancy.

DANGEROUS BUILDING:

- A. Any building that is dangerous to the public health because of its construction or condition, or which may cause or aid in the spread of disease or cause injury to the health of its occupants or to neighboring structures; or
- B. Any building which, because of faulty construction, age, lack of proper repair or any other cause, is especially liable to fire and constitutes or creates a fire hazard; or
- C. Any building, which, by reason of faulty construction, age or lack of repair is likely to collapse or fall.

DANGEROUS STRUCTURE: Any structure which is in a condition that is dangerous to the public health in any way.

DIRECTOR: The community development director, or his or her designee. All references to the director in this chapter shall be deemed to include the community development director or his or her designee.

DWELLING: A structure, or portion thereof, used for human habitation

DWELLING UNIT: One or more rooms containing individualized cooking, sleeping and sanitary facilities which is designated, occupied or intended for use by one household.

EVIDENCE OF VACANCY: Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, the following:

- A. Substantially all lawful residential or business activity has ceased.
- B. The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units.
- C. The building is substantially devoid of contents.
- D. The condition and value of fixtures or personal property in the building.

- E. Lack of utility services (water, sewer, electric or natural gas).
- F. The building is the subject of a foreclosure action.
- G. The presence or recurrence of uncorrected code violations.
- H. Overgrown and/or dead vegetation.
- I. Accumulation of newspapers, circulars, fliers and/or mail.
- J. Abandonment by owner.

OWNER: Any person, agent, operator, firm, corporation, limited liability company, partnership, joint venture, land trust, inter vivos trust, or other entity having a legal or equitable interest in a property; or recorded in the official records of the state, county, or City as holding title to the property; or otherwise having control of the property, including, but not limited to, the guardian of the estate of any such person if ordered to take possession of real property by a court, the executor or administrator of the estate of any such person if authorized by statute or ordered to take possession of real property by a court, or any person maintaining, operating or collecting rent with respect to a property.

PERSON: Includes a corporation, a partnership, a limited liability company, a joint venture, or other entity as well as an individual.

PREMISES: A lot, plot or parcel of land including any structures thereon.

PUBLIC NUISANCE: Shall include the following:

- A. Any physical condition or uses of any premises that is regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this code, as amended; or
- B. Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or structures; or
- C. Any building that has unsanitary sewage or plumbing facilities; or
- D. Any building designated by the director as unsafe for human habitation or use; or
- E. Any building that constitutes a fire hazard, or is unsafe or unsecure to a degree that endangers life, limb or property; or
- F. Any premises that is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or
- G. Any building that is: in a state of dilapidation, deterioration or decay; improperly constructed; unsecured; vacant and boarded; damaged by fire to the extent that it no longer provides shelter; in danger of collapse or structural failure; or dangerous to anyone on or near the premises; or
- H. Any premises that contains evidence of unlawful activity to a degree that such activity may endanger, threaten or otherwise negatively impact the users and value of adjacent premises; or
- I. Any premises found by a court of competent jurisdiction to be a criminal public nuisance under this code; or
- J. Any building deemed to be a "dangerous building" or any structure deemed to be a "dangerous structure" under this section.

UNOCCUPIED BUILDING: Any business, industrial, retail, or commercial building, or any single-family or multi-family building, or portion thereof, which is vacant and lacks the habitual

presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the director pursuant to authority granted to the director by this code. In determining whether a building is "unoccupied", the director may consider these factors, among others:

- A. A building at which substantially all lawful residential or business activity has ceased.
- B. The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units.
- C. The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.
- D. The building lacks utility services, i.e., water, sewer, electric or natural gas.
- E. The building is the subject of a foreclosure action.
- F. The building is not actively for sale as part of a contractual agreement to sell the building, and lacks "For Sale", "For Rent" or similar signage.
- G. The presence or recurrence of uncorrected code violations.

VACANT BUILDING: A building or portion of a building which is:

- A. Unoccupied and unsecured; or
- B. Unoccupied and secured by boarding or other similar means for more than thirty (30) days; or
- C. Unoccupied and a dangerous structure; or
- D. Unoccupied as a result of having been declared unsafe for occupancy by the director pursuant to applicable law; or
- E. Unoccupied and having multiple violations of this code, as amended; or
- F. Unoccupied and the building or its premises have been the site of unlawful activity within the previous six (6) months; or
- G. Condemned or declared unsafe for occupancy by the director and unlawfully occupied; or
- H. Unoccupied for over forty (40) days and during which time the director has issued an order to correct public nuisance conditions and the same have not been corrected in a code compliant manner; or
- I. Unoccupied and the subject of either pending mortgage foreclosure proceedings or mortgage foreclosure proceedings that have been completed within the past two (2) years and the building has not since been reoccupied; or
- J. Unoccupied for over one year; or
- K. Abandoned by persons who surrender their claim, right or interest in the property; or
- L. Unoccupied residential property found by a court of competent jurisdiction to be "abandoned residential property" as defined in sections 15-1200.5 and 15-1200.7 of the code of civil procedure.

But not including an:

Unoccupied building: a) which is undergoing construction, renovation, or rehabilitation and which is in compliance with all applicable ordinances, codes, legislation, and regulations, and for which a building permit has issued, and for which construction, renovation or rehabilitation is proceeding diligently to completion; or b) which is unoccupied as a result of the owner who is a member of the military and is deployed for military service and is otherwise secure; or c) which is secure but is the subject of a probate action, action to quiet title or other ownership dispute; or d) which is occupied only on a seasonal basis and is otherwise secure and in substantial compliance with all applicable codes, regulations and laws.

CITY: The United City of Yorkville, an Illinois municipal corporation of Kendall County, Illinois.

4-7-4: VACANT BUILDING DETERMINATION:

A. The director may evaluate buildings in the City that he or she believes to be unoccupied by means of any lawful inspection and based on evidence of vacancy factors and make a determination as to whether the building is a "vacant building" within the meaning of section 4-7-3 of this chapter. For the purposes of conducting this evaluation, the director is authorized to enter upon any and all premises and within any and all unsecured structures. The director may determine that a building which meets any of the criteria set forth in the definition of "vacant building" in section 4-7-3 of this chapter is not to be regulated under this chapter for a stated period, if upon consideration of reliable, substantiated and sufficient evidence, he or she determines that the circumstances which give rise to the building being eligible for regulation hereunder are clearly temporary in nature and are either in the process of being addressed or will soon be addressed by the owner and that therefore regulation of the building under this chapter would not serve the public health, welfare, and safety and makes written findings in support of his or her decision. The determination shall be in writing and shall state the factual basis for the determination. For buildings the director determines to be "vacant buildings", he or she shall, within seven (7) days of making that determination, send notice of his/her written determination with the factual findings to the name and address of the last taxpayer of record for such parcel listed on the most recent Kendall County tax roll. Said notice of determination shall be sent by certified mail, return receipt requested, and by regular first class United States mail, with proper postage prepaid, or by personal substitute service and posted in a conspicuous location on the building. Failure of delivery shall not excuse a person from complying with this chapter. The director may personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. The director shall maintain a record of such mailing for each notice of determination sent.

B. Unless waived by the director for good cause, the notice shall specify a date and time upon which the owner shall allow for a code compliance inspection of the interior of all "vacant buildings" to determine the extent of any compliance with City property maintenance, building, zoning, health, fire, water and sewer codes, and/or to determine whether there is any unsecured access to the building (doors, windows and other points of entry); whether flammable liquids or other hazardous materials are stored on the premises or in the vacant building; whether the utilities, including water, sanitary sewer, gas and/or electricity are running or have been shut off; whether the sump pump is working; whether there is any standing water in the basement or crawl space; whether the furnace and/or hot water heater are operable if the gas has not been turned off to the vacant building; whether the roof or other exterior surface or enclosures are leaking or have been water damaged, whether there are any visible signs of mold; whether there are animals, rodents, vermin or insects present on the premises or in the building; and whether all outdoor pools and/or hot tubs are securely covered and/or drained. Said inspection shall also determine the existence of any unlawful improvements to the property and any portions of the building, including attic and basement areas, that appear to have been unlawfully occupied.

C. If the director requests a code compliance inspection of the interior of the building at the time he or she issues the notice of determination, the director shall set a tentative date and time for the code compliance inspection of the interior of the vacant building. After receipt of the notice of determination that includes a tentative walk-through inspection date, if the owner does not appeal the determination, the owner shall either confirm the tentative date for the inspection or shall schedule a new date and time for same. If the owner fails to confirm the tentative date and time for the inspection or refuses to schedule or permit the inspection within a reasonable time, the City may obtain an administrative search warrant to accomplish the inspection, and will not conduct an interior inspection of the premises without obtaining such warrant, except when there is evidence of vacancy and access to the building is unsecured or there is an actual emergency or if the City administrator or the chief of police determines that there is an actual threat to health or safety based on reliable, substantiated and sufficient evidence.

D. The City shall charge the owner a fee of fifty dollars (\$50.00) to offset the cost to the City of said inspection. The owner shall pay the inspection fee to the City within thirty (30) days of the initial inspection.

E. The notice of determination shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file pursuant to section 4-7-6 of this chapter, and a notice of the owner's right to appeal the director's determination.

4-7-5: APPEAL OF VACANT BUILDING DETERMINATION:

A. An owner of a building determined by the director to be a vacant building as provided for in this chapter may appeal that determination to the City Administrator. Such appeal shall be in writing and shall be filed with the City Administrator within fifteen (15) days of the date of mailing of the notice of determination. The filing of an appeal stays the owner's obligation to register his or her building as required by section 4-7-6 of this chapter. The appeal shall contain a complete statement of the reasons the owner disputes the director's determination, shall set forth specific facts in support thereof, and shall include all evidence the owner relies upon to support the appeal. The City Administrator or her designee shall decide the appeal on the basis of facts presented by the owner in his or her written appeal and the director's written determination.

B. The burden is upon the owner to present sufficient evidence to persuade the City Administrator that it is more likely than not that the subject building is not a "vacant building" within the meaning of this chapter.

C. The City Administrator, or her designee, shall send a written decision to the owner within ten (10) days of her receipt of the appeal. The City Administrator may, but is not required to, seek additional information from the owner. The City Administrator, or her designee, may, upon written notice thereof to the owner, take ten (10) additional days, to decide the appeal if she determines that such additional time is required for consideration of the appeal.

D. An owner who wishes to challenge applicability of this chapter to his/her building prior to the director's determination having been made shall set forth specific facts to support inapplicability

in writing to the director. In the event the director determines that the subject building is a "vacant building", the owner shall have the right to appeal the director's determination to the City Administrator as provided for herein.

E. If the City Administrator, or her designee, fails to grant or deny an appeal within the time periods set forth in this section, the appeal shall be deemed denied.

F. All references to the City Administrator in this chapter shall be deemed to include the City administrator or his or her designee.

4-7-6: OBLIGATION TO REGISTER VACANT BUILDINGS AND FORECLOSED UNOCCUPIED BUILDINGS:

Owners of "vacant buildings" and mortgage lenders who acquire title to unoccupied buildings shall be required to register the same with the director as prescribed below:

A. Owner's Obligation To Register Vacant Buildings: The owner of a building that the director has determined to be a "vacant building", or the owner of a building whose appeal from the director's determination has been denied by the City Administrator, or the owner of a building who knows, or from all the facts and circumstances should know, that his or her building is or has become a "vacant building" within the meaning of this chapter, shall take the actions provided for in this section within fifteen (15) days after either the date of director's notice of determination, the denial of the owner's appeal, or the occurrence of facts that would cause a reasonable person to believe that the building was a "vacant building".

1. Registration of Building: The owner of a "vacant building" shall be required to register the building with the director on a form provided by the director and pay a two hundred dollar (\$200.00) annual nonprorated vacant building registration fee. This annual registration fee shall be in addition to the fifty dollar (\$50.00) inspection fee set forth in subsection 4-7-4D of this chapter.

a. The form shall include, as a minimum, the name, street address, and telephone number of the owner; the case name and number of any litigation pending concerning or affecting the building, including bankruptcy cases; and the name, street address, and telephone number of all persons with any legal, equitable or beneficial interest in the building or the premises. The form shall require the owner to identify and authorize a natural person twenty one (21) years of age or older who maintains a permanent address in Kendall County to accept service on behalf of the owner with respect to any notices the director sends pursuant to this chapter or service of process in any proceeding commenced to enforce any provision of this chapter, and file with the director on the registration form, the name, address, telephone number, of said person. A street address is required; a post office box is not an acceptable address.

b. The form shall require the owner to:

(1) Indicate his or her "acceptance of notice by posting" consenting to service of notices sent or required to be sent, pursuant to this chapter, by posting on the building if the owner fails to renew the registration if required, or maintain as current with the director the information required regarding the person designated and authorized to accept notice and service of process;

(2) Renew the vacant building registration each year on the anniversary date of the first filing for the time the building remains vacant and pay the required two hundred dollar (\$200.00) annual fee; and

(3) File an amended registration within fifteen (15) days of any change in the information contained in the annual registration. A new registration is required for any change in ownership whatsoever.

d. Registration does not exonerate the owner from compliance with all applicable codes and ordinances, including this chapter, nor does it preclude any of the actions that the City is authorized to take pursuant to this chapter or elsewhere in this code.

2. Inspection Conducted: The City shall send the inspection report to the owner within thirty (30) days. The owner shall allow for a code compliance inspection of the interior of the vacant building and pay the fifty dollar (\$50.00) fee to defray the cost of said inspection. The inspection report shall include a reasonable date by which code compliance shall be required, and periodic reinspections shall take place, as necessary, until code compliance is achieved.

3. Insurance Required: The owner shall obtain liability insurance and maintain such insurance for as long as the building is vacant, and file evidence of such insurance with the director, as follows: five hundred thousand dollars (\$500,000.00) for a vacant residential building of one to three (3) units; seven hundred fifty thousand dollars (\$750,000.00) for a vacant residential building of four (4) to eleven (11) units; one million dollars (\$1,000,000.00) for a vacant residential building of twelve (12) to forty eight (48) units; two million dollars (\$2,000,000.00) for a vacant residential building of more than forty eight (48) units; and two million dollars (\$2,000,000.00) for a vacant manufacturing, industrial, storage, or nonresidential commercial building.

4. Vacant Building Plan: Unless waived in writing by the director at the time of his or her determination that the building is a "vacant building", the owner shall submit a vacant building plan at the time a building is registered as required herein. The director may prescribe a form for the plan. If the owner fails to submit the plan if so requested and as provided for by this chapter, the director may determine the plan, which he may allow to be modified after conducting a code compliance inspection and follow up inspections for code compliance. The plan shall contain the following as a minimum:

a. A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured or covered by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. Boarding shall be accomplished with materials and methods described by the director and available from the director. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the director may waive the requirement of an enclosure.

b. For buildings and/or premises which are determined by the director as being or containing public nuisances, as defined in section 4-7-3 of this chapter, then the vacant building/premises plan shall contain a plan of action to remedy such public nuisance(s).

c. A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the director.

- d. When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition. The owner shall ensure all necessary permits and approvals are obtained prior to commencing demolition.
- e. A plan of action to maintain the building and/or premises thereof in conformance with this chapter.
- f. A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) by which all necessary permits shall be procured, date(s) of commencement and completion of all actions required to achieve habitability. No plan which fails to provide for compliance with this chapter or, which will not, as determined by the director, achieve such compliance, within thirty (30) days, in the case of a vacant boarded building, and within one year, in the case of a vacant, unboarded, and code compliant building will be approved, except that the director may approve an extension of the time during which the building will be unoccupied beyond one year to a date certain but then only based upon clear and documented evidence of good cause shown by the owner as determined by the director.
- g. All premises upon which unoccupied or vacant buildings are located shall at all times be maintained in compliance with this code, as amended, including, but not limited to, the following:
- (1) Interior: All interior structures shall be maintained in a clean, safe, secure and sanitary condition. Special attention shall be made to utilities and, if applicable, sump pumps and other related devices shall be kept operational. Winterization of structures shall be completed as necessary.
 - (2) Exterior: All exterior structures and property shall be maintained and kept free of items that give the appearance that the property is abandoned, including, but not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, fliers and/or mail, past due utility notices and/or disconnected utilities, or the accumulation of junk or debris.
- h. For vacant commercial property exterior lighting shall be maintained according to standards established by the director and available from the director.
- i. For vacant commercial property, all ground floor windows facing street frontage, including, but not limited to, all display windows in unoccupied or vacant commercial buildings shall be kept in a well maintained and clean condition and shall be covered on the interior side in a professionally finished manner with an opaque window covering material manufactured for that purpose and approved by the director, or in the case of display windows, such windows shall be kept in a well maintained and clean condition and the display area shall be enclosed with a professionally finished backdrop, floor, side walls and ceiling all of which shall be kept in a well maintained and clean condition and shall be well lighted from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. each day unless waived by the director in the event electricity has been shut off to the commercial building. Photographs, paintings and other works of art or other tasteful forms of decoration may be professionally displayed in these properly enclosed clear glass display windows. If opaque window covering material is used, a one foot by one foot (1' x 1') clear glass opening through which the interior space is clearly visible shall be maintained at standing eye level along one edge of one such window.

5. Security Guard Service: In the event the director makes a written determination that the vacant commercial or industrial building constitutes a fire hazard, is otherwise dangerous to human life or the public welfare, involves illegal or improper use, occupancy, or maintenance, under such conditions that securing the building is insufficient to prevent the actual or threatened harm, the director shall provide notice thereof to the owner and may require the owner to provide bonded, licensed and insured security guard service at the building between the hours of four o'clock (4:00) P.M. and eight o'clock (8:00) A.M. as part of its vacant building plan.

6. Additional Information Posted: Affix to any building which is boarded, a weatherproof eight and one-half inch by eleven inch (8.5" x 11") sign which provides the following information: the name, address, and telephone number of the owner, the name, address and telephone number of the person authorized to accept notice and service of process and in addition, for buildings which are the subject of a foreclosure action, the name, address, and telephone number of the plaintiff and the plaintiff's attorney, if any, in the foreclosure action. The sign must be placed so that its message is legible from the public way.

B. Mortgage Lender's Obligation to Register Unoccupied Buildings Acquired through Mortgage Foreclosure: The obligation to register buildings shall extend to mortgage lenders that have obtained title to unoccupied buildings through a mortgage foreclosure action.

1. Mortgage lenders shall register unoccupied buildings with the director within fifteen (15) days of the date it knew or should have known that the building was unoccupied after the initiation of mortgage foreclosure proceedings, or within fifteen (15) days of obtaining title to same.

2. Mortgage lenders obtaining title to properties containing an unoccupied building shall comply with all of the requirements of this chapter with respect to ownership of vacant buildings.

3. An amended registration form shall be filed in accordance with subsection A of this section, within fifteen (15) days of any change in the information provided in any registration form provided hereunder, and a vacant building plan shall be filed in accordance with subsection A4 of this section within thirty (30) days of obtaining title to an unoccupied building, unless said requirement has been waived or extended in writing by the director prior to the expiration for said thirty (30) days.

4-7-7: APPROVAL OF PLAN:

A. Review of Vacant Building Plan: If required by this chapter, the director shall review the proposed vacant building plan in accordance with the standards below. The director shall send notice to the owner of the vacant building of his or her determination.

B. Standards for Vacant Building Plan Approval: In considering the appropriateness of a vacant building plan, the director shall include the following in his or her consideration and shall make written findings as to each:

1. The purposes of this chapter and intent of the City board to minimize the time a building is boarded or otherwise vacant.

2. The effect of the building and the proposed plan on adjoining property.

3. The length of time the building has been vacant.

4. The presence of any public nuisances on the property.

5. The likelihood that the plan or portion(s) thereof will prevent or ameliorate the condition it is designed to address.

4-7-8: AUTHORITY TO MODIFY PLAN; RIGHT TO APPEAL:

The director shall, upon notice to the vacant building owner, have the right to request an interior inspection and/or to request a vacant building plan at any time after making his or her initial written determination of a vacant building and to require the owner to modify the vacant building plan by modifying the dates of performance, the proposed methods of action, or by imposing additional requirements consistent with this chapter he or she deems necessary to protect the public health, safety, or welfare. The owner may appeal the director's determination under this section by filing an appeal in writing with the City Administrator within fifteen (15) days from the date of mailing such a determination. Appeals under this section shall be reviewed in accordance with the procedures set forth in section 4-7-5 of this chapter.

4-7-9: FAILURE TO COMPLY WITH PLAN:

Failure to have an approved vacant building plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this chapter subjecting the owner of the building to penalties as provided in this chapter and to any remedies the City may avail itself of as provided for herein and elsewhere in this code, as amended, including, but not limited to, an action to compel correction of property maintenance violations.

4-7-10: OTHER ENFORCEMENT:

The registration of a vacant building shall not preclude action by the City to demolish or to take other action against the building pursuant to other provisions of this chapter, this code, or other applicable legislation.

4-7-11: OCCUPANCY PERMIT:

An occupancy permit for vacant buildings issued by the building department and payment in full of all fees imposed pursuant to this chapter shall be required prior to any occupancy of a vacant building. Nothing contained in this chapter shall be construed to waive or modify the requirements to procure a building permit for any work or improvements to any vacant building or structure as provided in this code.

4-7-12: TIME RESTRICTIONS FOR BOARDED BUILDINGS:

Boarded buildings are declared to be a public nuisance. Boarding is only a temporary solution to prevent unauthorized entry into a vacant building. A vacant building may not remain boarded longer than sixty (60) days unless an extension of that time is part of a vacant building plan approved by the director.

4-7-13: ENFORCEMENT AND PENALTIES:

A. Any person found to have violated any provision of this chapter shall be subject to a minimum fine of one hundred dollars (\$100.00) per day per violation to a maximum of seven

hundred fifty dollars (\$750.00) per day per violation, in addition to any other legal or equitable remedies available to the City. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, demolition, or condemnation, contracting for the repair or purchase of the premises, or foreclosure of any lien the City may have thereon.

B. A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this chapter.

C. The City may enforce this chapter through filing a notice of violation in its administrative adjudication hearing process pursuant to Chapter 14 of Title 1 of this Code or an action in the circuit court of Kendall County, Illinois.

D. Nothing herein contained shall prohibit the City from immediately condemning as provided in this code, a building or taking other immediate action upon a determination that the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public health, safety and welfare.”

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2017.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
DIANE TEELING _____

KEN KOCH _____
JOEL FRIEDERS _____
SEAVAR TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2017.


MAYOR

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604
(312) 382-2113
(312) 382-2127 facsimile

KATHLEEN FIELD ORR
kfo@kfoassoc.com

JAMES W. BINNINGER
jwb@kfoassoc.com

MEMORANDUM

To: Krysti Barksdale-Noble, Community Development Director
From: Jim Binninger, Attorney for the City 
Date: June 3, 2015
Subject: Vacant Property Ordinance

A. Authority to enact

The authority for municipalities to adopt vacant building ordinances comes from many sources but generally is from a municipalities' authority to abate nuisances (11-60-2 of the Illinois Municipal Code) and to enforce building and property maintenance codes (11-31-1 of the Illinois Municipal Code).

The purposes for vacant building ordinances often include that such a building is:

1. A public nuisance contributing to the decrease in value of surrounding properties, precipitates disinvestment by neighboring owners, provides locations for criminal activity, and undermines aesthetics of the neighborhood, and
2. That long-term boarding of a building is unsightly and diminishes neighboring property values and neighbor's sense of well-being, and
3. Even when in code compliance can interfere with the enjoyment of the neighborhood, pose danger to police officers and firefighters entering the premise in a time of emergency and detracts from the appearance of the neighborhood, and
4. That registration discourages property owners from allowing their properties to remain indefinitely vacant or in a state of disrepair and provide a basis for returning such properties to the housing stock, and
5. That unrepaired properties gives an appearance that no one cares or protects the property and the building becomes increasingly more deteriorated with a ripple effect into the neighborhood.

B. Scope of registration of vacant buildings

Under section 4-7-4 the Director evaluates buildings to determine whether or not the building is a “vacant building” as defined in Section 4-7-3. It is important to review the definitions in Section 4-7-3 as although there are 12 descriptions of when a building is a vacant building there are exceptions.

Those exceptions include a building:

1. which is undergoing construction, renovation, or rehabilitation and which is in compliance with all applicable ordinances, codes, legislation, and regulations, and for which a building permit has issued, and for which construction, renovation or rehabilitation is proceeding diligently to completion; or
2. which is unoccupied as a result of the owner who is a member of the military and is deployed for military service and is otherwise secure; or
3. which is secure but is the subject of a probate action, action to quiet title or other ownership dispute; or
4. which is occupied only on a seasonal basis and is otherwise secure and in substantial compliance with all applicable codes, regulations and laws.

Should the City find another exception upon implementation of the ordinance it can of course be added at a later date.

C. Inspections

Like all licensing ordinances there are provisions for the inspection of the vacant building. The inspection pursuant to Section 4-7-4 is initially is done by an inspector to make an initial determination of whether the building could be considered a “vacant building.” From that inspection if there is sufficient evidence that the building may be a vacant building the Director sends a notice of such determination and requests an interior inspection for code compliance. Section 4-7-5 allows an appeal of the determination that the building is a vacant building.

This inspection is the same as is done by inspectors now in that they can enter the exterior of property unless advised not to trespass and can enter the building only upon consent of a person who has authority to give such consent. To not complicate the inspection issue the second sentence in subsection A is not necessary and can be deleted. It states, “For the purposes of conducting this evaluation, the Director is authorized to enter upon any and all premises and within any and all unsecured structures.” The inspectors already have the authority to inspect and the issue of unsecured structures is addressed in Subsection C.

The issue of entering into a vacant building is described in Subsection C that provides after a determination of a vacant building and a request for an interior inspection, the owner shall allow an interior inspection or the City will obtain an administrative inspection warrant. There is an exception that when there is evidence of vacancy and access to the building is unsecured or there is an actual emergency, entry into such a building can be done to inspect. This is a limited exception and should only be used in such extreme circumstances. If there is any doubt of the

condition of the building to meet this exception, the City can always obtain an administrative search warrant.

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1

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2

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3

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Community Champions



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Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 19, 2015
Subject: **Vacant Property Registration Program**

Background

As the Economic Development Committee may recall during the March 2015 meeting, staff brought up the possibility of proposing additional revenue programs to supplement the B.U.I.L.D. incentive should the City Council approve its extension until the end of the year. Since that time, we have worked with the City Attorney to create a Vacant Property Registration Program which will allow the City to keep track of properties in foreclosure, perform more in-depth inspections of vacant properties (residential and commercial) before substantial issues occur and generate additional revenue to cover staffing time to implement such an ordinance.

The proposed annual registration fee of **\$250** includes a \$200 vacant building fee and a \$50 inspection fee. These fees are per building, per year as long as the building(s) remain vacant. Attached is a memorandum from the City Attorney's office which explains the municipality's authority to enact such a program and a draft ordinance for consideration.

Proposal Request

Below is a brief summary of the more compelling components of the ordinance such as the establishment of vacancy; obligation to register vacant buildings; and enforcement and penalties.

Establishing Vacancy

Per the attached draft ordinance, staff is seeking to implement a Vacant Property Registration Program for the purpose of identifying, registering and regulating buildings that are deemed vacant. The following standards or evidence of vacancy, per the proposed ordinance, must include a combination of such conditions:

1. Substantially all lawful residential or business activity has ceased.
2. The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units.
3. The building is substantially devoid of contents.
4. The condition and value of fixtures or personal property in the building.
5. The lack of utility services (water, sewer, electric or natural gas).
6. The building is the subject of a foreclosure action.
7. The presence or recurrence of uncorrected code violations.
8. Overgrown and/or dead vegetation.
9. Accumulation of newspapers, circulars, fliers and/or mail.
10. Abandonment by owner.

Additionally, the proposed ordinance would give the City the authority to not only externally inspect such vacant buildings, but enter upon any and all premises and within any and all unsecured structures upon determining the status of vacancy.

Obligations to Register Vacant Buildings

With regards to the obligations of the owners of vacant buildings under this proposed ordinance, they are required to register the property with the City as follows:

- Completion of a registration form with pertinent information regarding the property, such as address, case name/number of any pending litigation, and contact for property maintenance.
- Payment of a \$250 annual fee, per building, which includes \$200 for registration of the vacant building and \$50 for building inspection.
- Proof of Insurance for as long as the building remains vacant. A copy will be required to be kept with the application which requires the following coverage:
 - \$500,000 for vacant residential building with one to three units
 - \$750,000 for vacant residential building with four to eleven units
 - \$1,000,000 for vacant residential building with twelve to forty-eight units
 - \$2,000,000 for vacant residential building with more than forty-eight units, manufacturing buildings, industrial buildings, storage or nonresidential commercial buildings.
- Submission of a Vacant Building Plan which shall contain some of the following information:
 - Plan of action to repair or remedy any building violations, public nuisances or methods to secure the property.
 - Time schedule to commence and complete such repairs or demolish structure.
 - Plan of action to maintain the building and maintain conformance.
 - A date or time schedule of when the building will be habitable and occupied or offered for occupancy or sale.
 - Requirement for exterior lighting to be maintained for all vacant commercial buildings.

Enforcement and Penalties

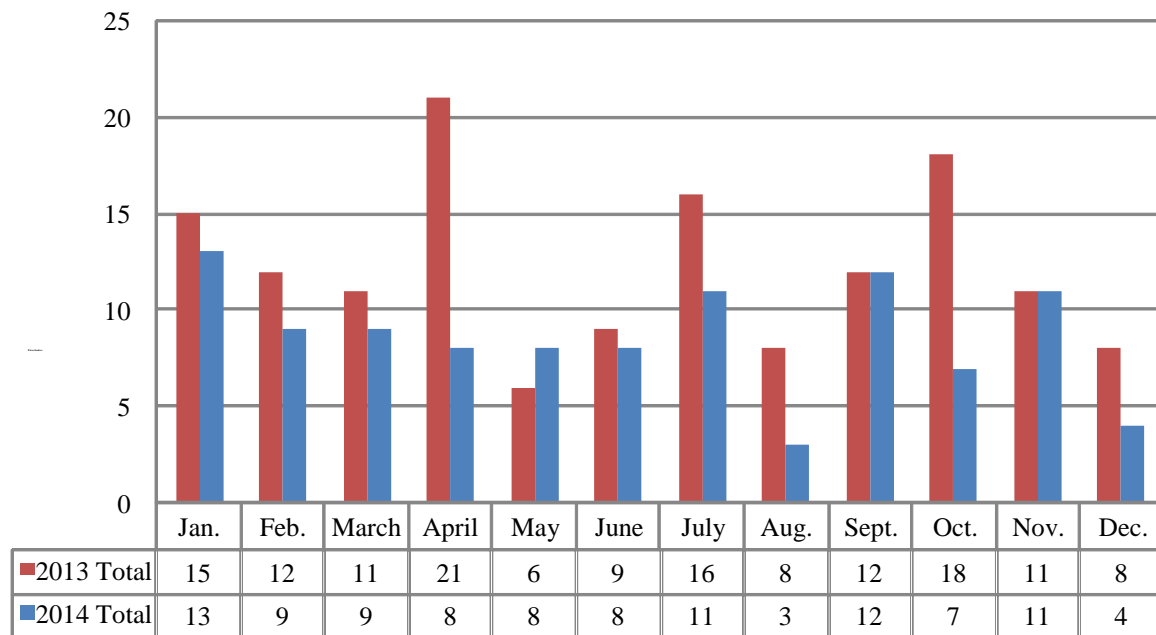
Non-compliance by an owner of a vacant building with any of the obligations in the proposed ordinance is considered a violation of the City Code which is subject to a minimum fine of \$100 per day per violation to a maximum fine of \$750 per day per violation.

Potential Revenue

In 2013, the City began receiving notices from banks and mortgage lending institutions when properties in foreclosure are legally transferred into their possession. Additionally, staff has independently researched foreclosure trends within the City and provided periodic reports to the Economic Development Committee as an informational item.

Between January 2013 and December 2014, the staff has tracked approximately 250 new foreclosure filings in Yorkville. The chart on the following page illustrates the foreclosures by month for the years 2013 and 2014.

2013-2014 Foreclosures



Had the proposed Vacant Building Registration ordinance been in effect during that time, the bank or mortgage lending institution would have been required to register each building as a vacant property and submit an annual registration and inspection fee of \$250 per building, totaling \$62,500 of potential missed revenue.

Staff Comments

Staff is seeking direction from the Economic Development Committee regarding the proposed Vacant Building Registration Program. While this ordinance may not reduce the number of vacant buildings and nuisance properties within the City, it will allow for better tracking, administration, enforcement and ability to impose greater fines to those owners of delinquent and vacant buildings. It may also prove to be an additional revenue stream to help defray the loss revenue of B.U.I.L.D. program.

Should the EDC consider favorably of this request, the City Attorney has prepared an ordinance extending the program until December 31, 2015 which is attached for your review. We ask that this is presented at the next City Council meeting for a vote. Staff will be available at the meeting to answer any questions from the Committee regarding this agenda item.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: June 30, 2015
Subject: **Vacant Property Registration Program**

Background

As the Economic Development Committee may recall during the June 2015 meeting, staff proposed the creation of a Vacant Property Registration Program which will allow the City to keep track of properties in foreclosure, perform more in-depth inspections of vacant properties (residential and commercial) before substantial issues occur, and generate additional revenue to cover staffing time to implement such an ordinance. The proposed annual registration fee of **\$250** would include a \$200 vacant building fee and a \$50 inspection fee. These fees are per building, per year as long as the building(s) remain vacant.

At the June meeting, the Economic Development Committee expressed some reservations with regards to the scope of authority the proposed ordinance would allow City Building Officials to inspect private properties as well as the fees imposed. Staff was asked to follow-up with a survey of those communities which have enacted the same or similar Vacant Property Registration Programs.

Additional Research

Attached is a listing of approximately ninety (90) communities within Illinois that have registration programs for vacant, derelict or foreclosed buildings including the effective date and fees. The fees for these similar programs range from **\$0 to \$1,500** (average fee \$173.00) and have ordinance effective dates as early as 1998. It is also important to note, that most communities with Vacant Building Registration Ordinance also have a separate Rental Property Registration programs which appears to work hand-in-hand with addressing high vacancies in apartment structures that might not meet the standard of a vacant building but may have comparable property maintenance code violation issues.

Additionally, staff has attached a few sample ordinances from various communities which provides for the similar discretion with regards to determination of a vacant building and authority to inspect vacant buildings as the ordinance being proposed. These communities include Evanston, Illinois; Lemont, Illinois; Melrose Park, Illinois and Lisle, Illinois.

Finally, staff found two (2) compelling research items which supports the use of a vacant building registry ordinance as a tool to address potential at-risk properties and neighborhoods from further blight and deterioration as a result of extended vacancy. The first is a recent case study prepared in 2013 by the Metropolitan Planning Council, an organization of business and civic leaders committed to the promotion and implementation of planning and development policies in the Chicago region, evaluates the success the Village of Mount Prospect has had in bringing vacant, non-compliant properties up to code to reduce neighborhood blight and instability. The last report was prepared by Business and Professional People for the Public Interest, CMAP and Metropolitan Mayors Caucus in 2010. It is a "how-to" tool kit for municipalities challenged with vacant properties

in their communities and specifically advocates the adoption of a Vacant Building Registry. Both reports are attached for your review.

Staff Recommendation

Staff believes the proposed Vacant Building Registry Program is a reasonable and responsible response to those residential and commercial properties which have remained vacant for an extended period of time due to foreclosure and abandonment. Since 2010, there have been approximately 1,257 foreclosure filings Yorkville according to www.public-record.com which tracks real estate transactions for all counties in Illinois. This represents nearly 20% of the City's current housing stock, which means at one point or another, a healthy portion of Yorkville's buildings were vacant and/or unoccupied in the last five (5) years. Therefore, it is **staff's recommendation** to adopt the proposed Vacant Building Registry Program which is in line with over 80 communities in the State with regard to ordinance regulations and fees.

Should the EDC consider favorably of this request, the City Attorney has prepared an ordinance which is attached for your review. We ask that this is presented at the next City Council meeting for a vote. Staff will be available at the meeting to answer any questions from the Committee regarding this agenda item.

Your search returned 110 results

Search Criteria

City: Allcities

State: Illinois

Zip Code:

Code Compliance Type: Property Registration

City ▲▼	State ▲▼	Fee ▲▼	Ordinance Name ▲▼	Effective Date ▲▼
Alsip	Illinois	\$200.00	Alsip Vacant Property Registration Ordinance	10/06/2008
Aurora	Illinois	\$40.00	Aurora Property Registration Ordinance (Rental Properties included)	10/14/2008
Bartlett	Illinois	\$200.00	Bartlett Vacant Building Registration Ordinance	03/01/2013
Beardstown	Illinois	\$5 per unit, per year.	Beardstown Rental Housing Inspection Ordinance	09/04/2011
Beardstown	Illinois	\$5.00 for each unit	Beardstown Residential Rental Property Registration	09/04/2001
Beardstown	Illinois	\$500.00	Beardstown Vacant Building Registration Ordinance	05/22/2012
Belleville	Illinois	\$25.00 per Rental Unit.	Belleville Rental Property Registration	09/16/2013
Bellwood	Illinois	\$50.00	Bellwood Vacant Property Registration Ordinance	07/19/2002
Berkeley	Illinois	\$50.00	Berkeley Foreclosure Notification Ordinance	01/20/2009
Berwyn	Illinois	N/A	Berwyn Vacant Building Registration Ordinance	08/10/2010
Bloomington	Illinois	\$100.00	Bloomington Derelict Building Registration Ordinance	-
Bloomington	Illinois	\$30 for rating A or B; \$130 fo	Bloomington IL Rental Property Registration	-
Bloomington	Illinois	\$30	Bloomington Rental Property Registration	-
Blue Island	Illinois	\$200.00	Blue Island Vacant Property Registration Ordinance	-

Bolingbrook	Illinois	\$35.00	Bolingbrook Rental Registration Ordinance	11/15/2011
Bolingbrook	Illinois	N/A	Bolingbrook Vacant Dwelling Ordinance	11/15/2011
Bourbonnais	Illinois	\$25; annually, \$35 inspection	Bourbonnais Rental Property Registration	07/06/2010
Broadview	Illinois	\$250.00	Broadview Vacant Property Registration Ordinance	05/03/2010
Calumet City	Illinois	\$50.00	Calumet City Rental Registration Ordinance	06/27/2009
Calumet City	Illinois	\$200.00	Calumet City Vacant Building Registration Ordinance	07/14/2011
Campton Hills	Illinois	\$50.00	Campton Hills Vacant Property Registration Ordinance	04/21/2011
Centralia	Illinois	\$0.00	Centralia Vacant Building Registration Ordinance	06/25/2012
Champaign	Illinois	\$300.00	Champaign Nuisance Residential Building Registration Ordinance	11/01/2012
Chicago	Illinois	\$250.00	Chicago Registration of Foreclosed Rental Properties	07/25/2012
Chicago	Illinois	\$500.00	Chicago Vacant Building Ordinance	11/02/2011
Cicero	Illinois	\$200.00	Cicero Vacant Property Registration Ordinance	10/14/2008
Cook County	Illinois	\$250.00	Cook County Vacant Property Registration Ordinance	02/12/2012
Cortland	Illinois	\$125.00	Cortland Vacant Building Registration Ordinance	06/28/2010
Countryside	Illinois	\$.10 sq ft	Countryside Vacant Property Registration Ordinance	08/13/2008
Danville	Illinois	\$50.00	Danville Vacant Property Registration Ordinance	01/01/2009
Deerfield	Illinois	\$0	Deerfield Notice of Foreclosure Registration	-
Dolton	Illinois	\$50.00	Dolton Vacant Building Registration Ordinance	11/02/2009
East Dundee	Illinois	\$50.00	East Dundee Vacant Property Registration Ordinance	05/05/2008
East Saint Louis	Illinois	\$350.00	East Saint Louis Vacant and Abandoned Building Registration Ordinance	07/18/2011
Elgin, IL	Illinois	NA	Elgin IL Rental Property Ordinance	07/06/2007
Elgin	Illinois	\$200.00	Elgin Vacant Residential Buildings Registration Ordinance	-

Elmwood Park	Illinois	\$25 + \$10 for each addl unit	Elmwood Park Rental Property Registration Ordinance	-
Elmwood Park	Illinois	Initial :\$50 + \$100 inspection	Elmwood Park Vacant Building Registration Ordinance	08/30/2012
Evanston	Illinois	\$900.00	Evanston Vacant Property Registration Ordinance	01/23/2004
Forest Park	Illinois	N/A	Forest Park Vacant Building Registration Ordinance	01/11/2010
Franklin Park	Illinois	\$150.00	Franklin Park Vacant Building Registration Ordinance	09/08/2009
Freeport	Illinois	\$25 single, \$35 2-4 Units	Freeport Rental Property Registration Ordinance	12/02/2013
Galesburg	Illinois	\$15 per unit	Galesburg IL Rental Property Registration Ordinance	-
Gilberts	Illinois	\$200.00	Gilberts Vacant Building Registration Ordinance	-
Glendale Heights	Illinois	Single Family Homes, Townhomes	Glendale Heights Rental Property Registration	10/21/2004
Glendale Heights	Illinois	\$100.00	Glendale Heights Vacant Building Registration Ordinance	03/19/2009
Glenview	Illinois	\$200.00	Glenview Vacant Property Registration Ordinance	05/05/2009
Granite City	Illinois	\$0.00	Granite City Vacant Property Registration Ordinance	02/15/2011
Harvey	Illinois	\$200.00+	Harvey Vacant Building Registration Ordinance	-
Harwood Heights	Illinois	\$200.00	Harwood Heights Vacant Building Registration Ordinance	01/08/2009
Herscher	Illinois	\$100.00	Herscher Abandoned, Dangerous, Vacant, or Unoccupied Building Registration Ordinance	10/03/2011
Hinsdale	Illinois	\$100.00	Hinsdale Vacant Building Registration Ordinance	10/07/2008
Homer Glen	Illinois	\$0.00	Homer Glen Vacant Building Registration Ordinance	06/27/2006
Jacksonville	Illinois	\$50.00	Jacksonville Vacant and Neglected Building Registration Ordinance	08/27/2007
Joliet	Illinois	\$0.00	Joliet Vacant Building Registration Ordinance	-
Kane County	Illinois	\$50.00	Kane County Vacant Dwelling Registration Ordinance	07/01/2010

Kankakee	Illinois	\$300.00	Kankakee Vacant Property Registration Ordinance	02/17/2009
Lake Forest	Illinois	\$0.00	Lake Forest Distressed Building Registration Ordinance	-
Lemont	Illinois	0.00	Lemont Vacant Property Registraton Ordinance	08/23/2010
Lyons	Illinois	\$200; \$100 Insp Fee	Lyons Vacant Building and Property Regulations Ordinance	10/21/2008
Maywood	Illinois	\$250.00	Maywood Vacant Building Registration Ordinance	03/17/2009
Melrose Park	Illinois	\$200.00	Melrose Park Vacant Building Registration Ordinance	01/12/2009
Midlothian	Illinois	\$100.00	Midlothian Vacant Property Registration Ordinance	01/01/2012
Minooka	Illinois	\$0.00	Minooka Vacant Building Registration Ordinance	03/23/2012
Mokena	Illinois	\$100.00	Mokena Vacant Property Registration Ordinance	01/11/2010
Morton Grove	Illinois	\$200.00	Morton Grove Vacant Building Registration Ordinance	01/25/2010
Mount Prospect	Illinois	N/A	Mount Prospect Vacant Structure Registration Ordinance	01/17/2006
Mundelein	Illinois	\$35.00 per address	Mundelein Rental Property Registration	12/14/2009
New Lenox	Illinois	\$50.00	New Lenox Vacant Property Registration Ordinance	02/04/2010
Niles	Illinois	\$200.00	Niles Vacant Building Maintenance Ordinance	10/24/2006
Normal	Illinois	\$100.00	Normal Vacant Property Registration Ordinance	-
North Barrington	Illinois	\$200.00	North Barrington Vacant Property Registration Ordinance	03/23/2011
North Chicago	Illinois	\$300.00	North Chicago Vacant Building Registration Ordinance	04/04/2011
North Riverside	Illinois	\$175.00	North Riverside Vacant Building Registration Ordinance	-
Northbrook	Illinois	\$200.00+	Northbrook Abandoned Property Registration Ordinance	08/28/2007
Oak Forest	Illinois	\$200.00	Oak Forest Vacant Property Registration Ordinance	07/23/2008
Oak Lawn	Illinois	\$250.00	Oak Lawn Vacant Property Registration	02/12/2012

			Ordinance	
Oak Park	Illinois	\$200 Vacant / \$0 Unoccupied	Oak Park Vacant Property Registration Ordinance	11/17/2008
Park Forest	Illinois	\$200.00	Park Forest Vacant Property Registration Ordinance	06/22/2009
Peoria	Illinois	\$50.00	Peoria Non-Owner Occupied Structure Registration Ordinance	-
Peoria	Illinois	\$50.00	Peoria Vacant Lot Registration Ordinance	01/18/2008
Peru	Illinois	\$200.00	Peru Vacant Building Registration Ordinance	07/13/2011
Rantoul	Illinois	\$40.00	Rantoul Vacant Property Registration Ordinance	05/08/2007
Red Bud	Illinois	\$25.00	Red Bud Vacant Property Registration Ordinance	11/04/2008
River Grove	Illinois	\$200.00	River Grove Vacant Building Registration Ordinance	11/17/2011
Riverdale	Illinois	\$50.00	Riverdale Vacant Property Registration Ordinance	-
Riverwoods	Illinois	N/A	Riverwoods Vacant Building Registration Ordinance	12/07/2010
Rockford	Illinois	N/A	Rockford Rental Property Registration Ordinance	02/13/2013
Sauk Village	Illinois	\$250.00	Sauk Village Vacant Building Registration Ordinance	12/10/2013
Schaumburg	Illinois	\$0	Schaumburg Vacant Property Registration Ordinance	06/23/2009
Schiller Park	Illinois	\$100.00	Schiller Park Vacant Property Registration Ordinance	02/23/2010
South Chicago Heights	Illinois	\$200.00	South Chicago Heights Vacant Property Registration Ordinance	04/19/2010
South Elgin	Illinois	\$50.00	South Elgin Vacant Property Registration Ordinance	04/20/1998
Springfield	Illinois	\$300.00	Springfield Property Registration Ordinance	10/20/2011
Streamwood	Illinois	N/A	Streamwood Vacant Property Registration Ordinance	-
Streator	Illinois	\$200.00	Streator Vacant Building Registration Ordinance	-
University Park	Illinois	\$100.00	University Park Vacant Property Registration Ordinance	-

Urbana	Illinois	Single F\$50 for single- family,	Urbana Rental Property Registration	01/16/2007
Urbana	Illinois	\$150.00	Urbana Vacant Property Registration Ordinance	-
Villa Park	Illinois	\$200.00	Villa Park Vacant Residential Building Registration Ordinance	02/23/2009
Golf	Illinois	\$1500; \$1000 Compliance Insp d	Village of Golf Vacant Building Registration Ordinance	08/10/2010
Hillside	Illinois	\$50.00	Village of Hillside Vacant Building Registration Ordinance	05/18/2009
Lansing	Illinois	\$200.00	Village of Lansing Vacant Building Registration Ordinance	-
Lisle	Illinois	\$200.00 +	Village of Lisle Vacant Building Registration Ordinance	06/21/2010
Virginia	Illinois	\$500.00	Virginia Vacant Building Registration Ordinance	02/11/2008
Volo	Illinois	\$200.00	Volo Vacant Property Registration Ordinance	02/22/2011
Warrenville	Illinois	\$175.00	Warrenville Vacant Building Registration Ordinance	01/18/2012
Waukegan	Illinois	\$250.00	Waukegan Vacant Structure Registration Ordinance	04/19/2010
Willow Springs	Illinois	\$150.00	Willow Springs Vacant Property Registration Ordinance	01/26/2012
Zion	Illinois	\$75.00	Zion Vacant Building Board-Up Registration Ordinance	11/02/2010



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

EDC 2017-21

Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services

Meeting and Date: EDC/March 7, 2017

Synopsis: Renewal of the Intergovernmental Agreement between the United City of Yorkville and Kendall County related to building & plumbing inspection services.

Council Action Previously Taken:

Date of Action: 3/8/2016 Action Taken: Approval of Renewed Agreement

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratons, Building Code Official
Date: February 7, 2017
Subject: **Updated Kendall County Intergovernmental Agreement –
Reciprocal Building Inspection and Plumbing Inspection Services**

Summary

In May 2013, the City approved Resolution 2013-13 (attached) which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34 and a renewal to this agreement was approved in March 2016 via Resolution 2016-08 extending the reciprocal service for another year. This arrangement has worked very well for both the County and the City, and over the past few years, the City has provided 58 inspections for the County while the County has provided approximately 148 reciprocal inspections.

Since the original agreement is set to expire on March 14, 2017, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

Background & Proposed Agreement

Original Agreement

The basic substance of the original agreement offered substitute inspection services for the City of Yorkville and Kendall County should the Code Officials of the respective government agencies be on vacation or otherwise unavailable to conduct their normal duties. The original agreement, which is on an as need basis, consists of the following services when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electrical service inspections; insulation inspections; roofing inspections and final inspections.

Amended Agreement

The terms of the original agreement, however, did not include plumbing inspections. Therefore, the 2014 amended agreement added plumbing inspections conducted by the City for the County, at the sole discretion of the Building Code Official, should the need arise. These inspections include rough plumbing and final plumbing inspections, but do not include plan review or permit approval of plumbing work.

The original agreement excluded plumbing inspection services only because the County does not have an on-staff plumbing inspector whereas the City's Building Code Official is an Illinois licensed plumber. Additionally, the County's current plumbing inspector contractor is also contracted with the City to perform back-up plumbing inspection services. Since adoption of the amendment in February 2014, staff has not performed any plumbing inspection services for the County. However,

at most, we estimate that the County would ultimately use our plumbing inspection services no more than one (1) week per calendar year when their plumbing contractor has his scheduled vacation.

Proposed Current Agreement

The proposed current agreement, which is the same agreement adopted last year, combines both the original building inspection and the amended plumbing inspection service provisions into a single document. The current intergovernmental agreement also maintains the previously adopted minimum employee insurance requirement of: (a) comprehensive general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) comprehensive excess liability insurance of \$1,000,000 for each occurrence with a minimum \$5,000,000 aggregate.

Staff Comments/Recommendation

Both Yorkville's Building Department staff and Kendall County's Building Department believes that this back up for inspection services is beneficial since each local government agency is staffed by one (1) full-time building inspector. Therefore, staff supports the extension of the agreement for an additional year.

Kendall County's Planning Building and Zoning Committee (PB&Z) will be reviewing this proposed amendment in the near future. Should you have any specific questions regarding the attached proposal; staff will be available at Tuesday night's meeting.

Resolution No. 2017-_____

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

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

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2017*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2017.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2017.

MAYOR

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

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, Ratons may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratons 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 Ratons 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 Ratons' 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

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

BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, 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 Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 16 day of May, 2013.

Beth Warren
CITY CLERK

CARLO COLOSIMO

Y

KEN KOCH

Y

JACKIE MILSCHEWSKI

Y

LARRY KOT

Y

CHRIS FUNKHOUSER

Y

JOEL FRIEDERS

Y

ROSE ANN SPEARS

Y

DIANE TEELING

—

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 16 day of MAY, 2013.

Gary J. Golinski
MAYOR

**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

By:  By:
Chair, Kendall County Board

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


Mayor

Attest:


County Clerk

Attest:


City 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

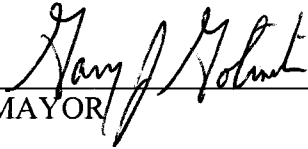
JOEL FRIEDERS

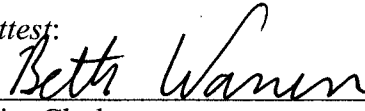
DIANE TEELING






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


MAYOR

Attest:

City Clerk

**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 February 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.

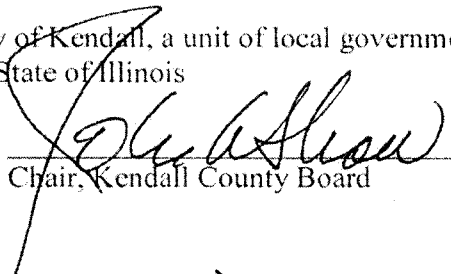
For purposes of this Agreement, the Party requesting assistance shall be referred to as “the home jurisdiction” and the Party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.”

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

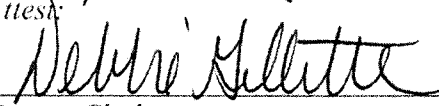
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

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

Resolution No. 2016- 08

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

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

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2016*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.


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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 8 day of March, 2016.


CITY CLERK

CARLO COLOSIMO	<u>Y</u>	KEN KOCH	<u>—</u>
JACKIE MILSCHEWSKI	<u>Y</u>	LARRY KOT	<u>Y</u>
CHRIS FUNKHOUSER	<u>Y</u>	JOEL FRIEDERS	<u>Y</u>
DIANE TEELING	<u>Y</u>	SEAVAR TARULIS	<u>—</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 14 day of MARCH, 2016.


MAYOR

**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, Ratons may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratons 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 Ratons 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 Ratosh's 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.

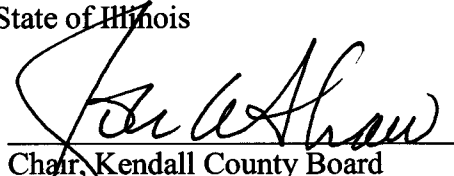
Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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:

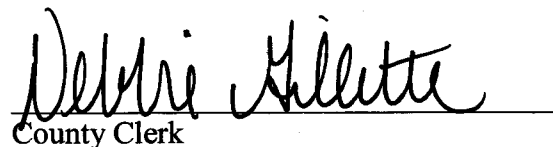
Mayor

Date:

3/16/16

Date:

Attest:


County Clerk

Attest:

City Clerk

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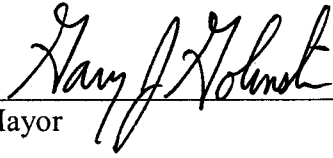
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County of Kendall, a unit of local government
of the State of Illinois

By: _____
Chair, Kendall County Board

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

By: 
Mayor

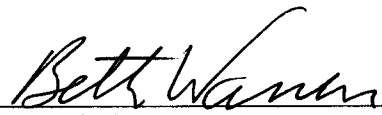
Date: _____

Date: 3/14/16

Attest:

County Clerk

Attest:


City Clerk