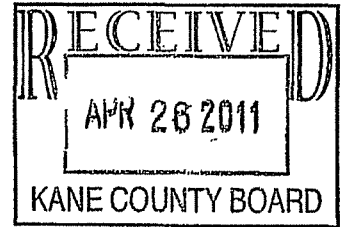


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for

**Karen McConnaughay  
Chairman, Kane County Board**

Name of Document: Intergovernmental Agreement for Extension of Historic Preservation Program with the Village of Pingree Grove.

Submitted by: Julia Thavong

Date Submitted: 4/26/11

*Chairman was  
authorized to sign  
w/ passing of  
Res. 11-87*

Examined by:

KCShepp  
(Print name)  
[Signature]  
(Signature)  
4-28-2011  
(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 5.5.11  
(Date)

Document returned to: Julia Thavong

**INTERGOVERNMENTAL AGREEMENT  
FOR EXTENSION OF HISTORIC PRESERVATION PROGRAM**

**THIS AGREEMENT** made and entered into by and between the Village of Pingree Grove (hereinafter referred to as “the Village”) and the County of Kane (hereinafter referred to as “the County”), effective on the date of the latest signature below, witnesseth that:

**WHEREAS**, the Village and the County are authorized to enter into intergovernmental agreements, pursuant to the Illinois Constitution of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

**WHEREAS**, the Village wishes to utilize the County’s historic preservation ordinance and commission to protect the historic, architectural, scenic and aesthetic character of landmarks, preservation districts, and road corridors in the part of the Village located within the County.

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

1. Landmark, district, and road corridor nominations for property located within the municipal limits of the Village lying within the County shall be filed with the Clerk of the Village on forms provided by the County. There shall be no fee for filing a nomination.
2. Nominations may be submitted by the Village Board or its designee to the Kane County Historic Preservation Commission for review and final action pursuant to the terms and provisions of the Kane County Historic Preservation Ordinance.
3. The Village agrees to adopt any ordinances reasonably necessary to implement this agreement.
4. Any property located within the municipal limits of the Village lying within the County that are designated now or in the future by the Kane County Board shall be considered a Kane County landmark, district, or road corridor and be bound by the regulations of the Kane County Historic Preservation Ordinance, as may be amended by the Kane County Board from time to time. Said regulations include, but are not limited to, review of alterations to and demolition of both nominated and listed landmarks, districts, and road corridors.
5. All nominations, notices, and other correspondence concerning or permitted under this Agreement must be copied to the Village Board of Trustees and shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

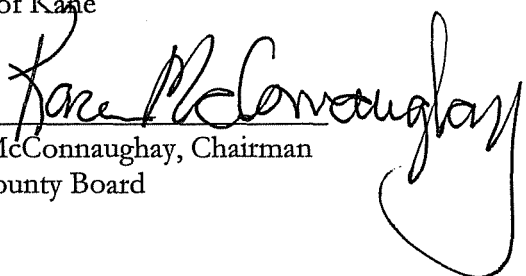
To the Village: Honorable President  
Village of Pingree Grove  
14N042 Reinking Road  
Pingree Grove, Illinois 60140

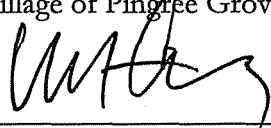
6. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions or the Agreement.
7. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by representatives of the Village and the County, acting under the authority of their respective governing bodies.
8. Either the Village or the County may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Such notice shall be duly signed by a representative of the party wishing to terminate this Agreement, acting under the authority of their respective governing body. Upon and after the effective date of such termination, this Agreement and the Kane County Historical Preservation Ordinance shall be of no force or effect relative to any parcel of property located within the Village.

**IN WITNESS WHEREOF**, the Village and the County, acting under the authority of their respective governing bodies, have caused this Agreement to be executed.

County of Kane


Village of Pingree Grove

  
\_\_\_\_\_  
Karen McConaughay, Chairman  
Kane County Board

  
\_\_\_\_\_  
Wyman "Clint" Carey, President  
Village Board of Trustees

Attest:

\_\_\_\_\_  
John Andrew Cunningham, County Clerk

  
\_\_\_\_\_  
William Barlow, Acting Village Clerk

Date: \_\_\_\_\_

Date: 1/12/11