

AGENDA
THE CITY OF ST. CHARLES
COMMITTEE OF THE WHOLE MEETING
ALD. ED BESSNER, CHAIR
MONDAY, JULY 6, 2026
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. **Call to Order**
2. **Roll Call**
3. **Agenda-Related Public Comment** (this comment period should be limited to comments related to items on the published agenda)
4. **Consent Agenda Items** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
 - a. Historic Preservation Commission recommendation to approve a **Resolution** Authorizing the Mayor and City Council to Execute a Façade Improvement Grant Agreement between the City of St. Charles and Laura Rice (201 Chestnut Ave).
 - b. Historic Preservation Commission recommendation to approve a **Resolution** Authorizing the Mayor and City Council to Execute a Façade Improvement Grant Agreement between the City of St. Charles and Mason Austin LLC (18 S 3rd Ave).
 - c. Historic Preservation Commission recommendation to approve an **Ordinance** Designating Certain Property as a Historic Landmark (217 Cedar Ave. "Judge William Barry House").
5. **Economic Development**
 - a. Recommendation to approve a **Resolution** Authorizing the Execution of a Statement of Interest for a Partnership with the St. Charles Park District for the Redevelopment of the Former Police Department Site.
 - b. Recommendation to approve a **Resolution** Authorizing the Execution of a Proposal with SB Friedman for Seventh Street Commons – Tax Increment Financing District Designation Support.

- c. Recommendation to approve a **Resolution** of Inducement and to Express Official Intent Regarding Certain Expenditures to be Reimbursed from a Special Tax Allocation Fund the City of St. Charles May Establish for a Proposed Tax Increment Financing District to be Commonly Described as the Seventh Street Commons Redevelopment Project Area.
6. **Public Comment** (this comment period is open to any topic)
7. **Additional Items from Mayor, Council or Staff**
8. **Executive Session**
 - Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
 - Personnel – 5 ILCS 120/2(c)(1)
9. **Adjournment**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TTY), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Historic Preservation Commission recommendation to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Laura Rice (201 Chestnut Ave).	
	Presenter:	Emma Field, Planner	
Meeting: Committee of the Whole Date: July 6, 2026			
Proposed Cost: \$2,250		Budgeted Amount: \$ 10,000 for FY	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain): <u>Program Description</u> The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements and up to 25% for maintenance work. Up to \$5,000 is available for the building. For residential properties that have received grants in the last 5 program years, the grant approved must be for a separate project and cannot be considered until September. <u>Proposal</u> Laura Rice has requested a Façade Improvement Grant for the property located at 201 Chestnut Avenue. The project scope includes restoration of wood on the window sills, front porch, window frames, and siding. The proposal is to scrape, sand, paint, and prime the wood. The paint color will match the existing. In some areas, the wood will be replaced. Wood has been weathered from water and from western sun exposure. <u>Historic Commission Review 6-17-26</u> The Historic Commission reviewed the grant and unanimously recommended approval because the project is a replacement of deteriorated features with like-in kind look to preserve or restore historic features. The Commission put two conditions on the recommendation of the grant and approval of the COA being that the wood is primed prior to installation and that a soft wash or gentle technique is used instead of power washing. <u>Grant Amount</u> Total Cost of Project: \$5,975 The project is eligible to receive up to \$2,987.50 based on 50% reimbursement for replacement of deteriorated historic features with like-in kind materials to preserve or restore historic features but only able to receive \$2,250 based on residential façade grant funds being used up.			
Attachments (please list): Historic Commission Resolution, Program Requirements, Location Map, Façade Improvement Grant Application, Grant Agreement			
Recommendation/Suggested Action (briefly explain): Historic Preservation Commission recommendation to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Laura Rice (201 Chestnut Ave).			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 4-2026

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(201 Chestnut Avenue)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Facade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Facade Improvement Grant Application for 201 Chestnut Avenue and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Facade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for reimbursement.

Roll Call Vote: Malay, Smunt, Pretz, Kessler, Rice, Bandel, Cullum
Ayes: Malay, Smunt, Pretz, Rice, Bandel, Kessler
Nays: None.
Abstain: None.
Absent: Cullum.
Motion Carried.

PASSED, this 17th day of June, 2026.

Chairman

4. **Residential Façade Grant:**

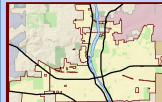
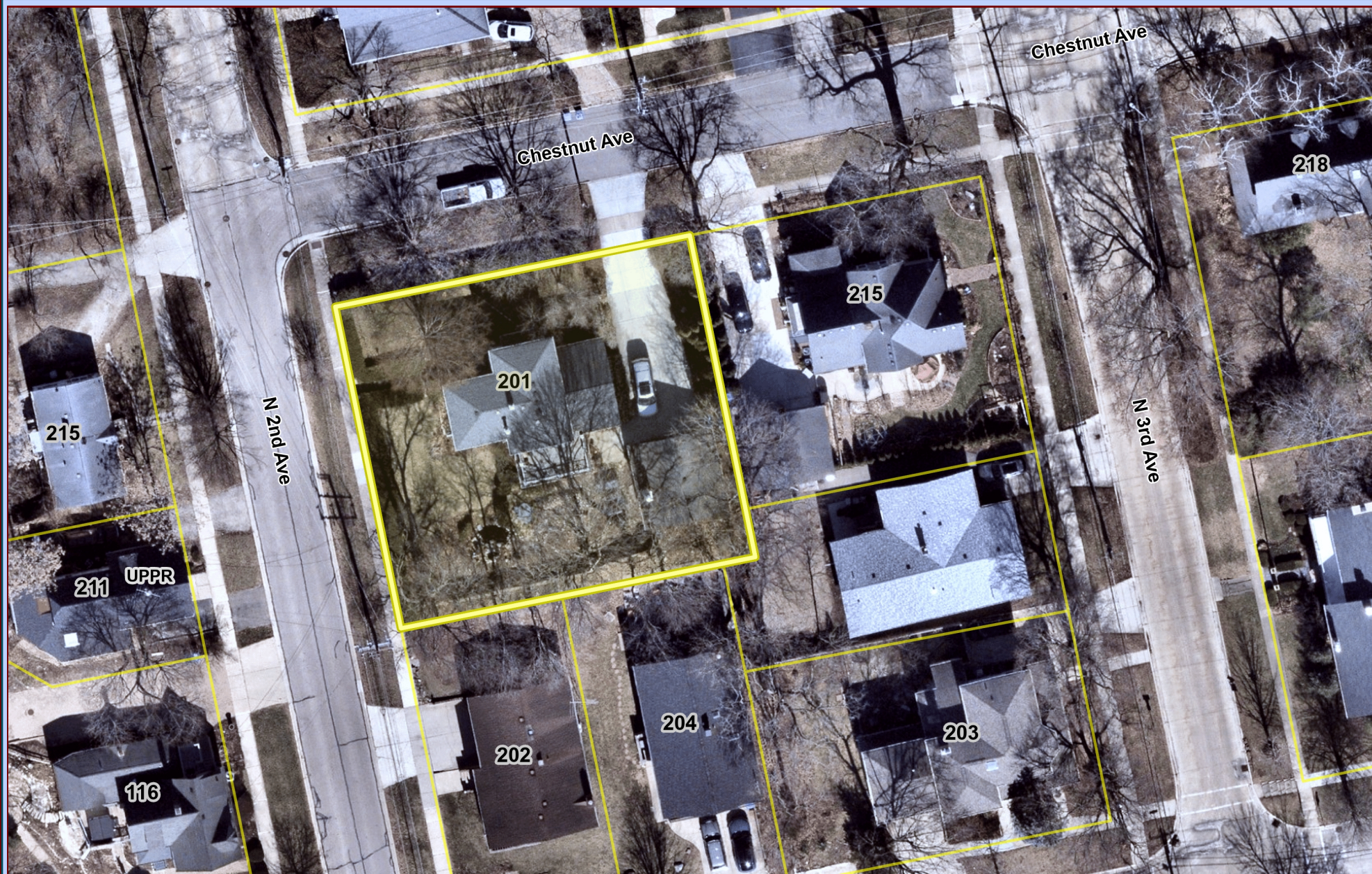
- **Eligible Properties:**
Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
 - “Contributing” or “Significant” structures
 - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as “Contributing” or “Significant”
- **Minimum Project Cost:** \$1,000
- **Maximum Grant Amount:** \$5,000 for:
 - Improvements that will be visible from the public right-of-way
 - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)
- **Eligible Improvements:**
 - 50% Reimbursement for projects falling into one or more of the following categories:
 - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.
 - Reconstruction of missing historic features. (*Example: Previously existing front porch*)
 - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)
 - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)
 - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)
 - 100% Reimbursement for Architectural Services (Up to \$2,000)
 - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- **Ineligible:**
 - Routine maintenance
 - Any interior improvement or finishes
 - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
 - Any site improvements, including sidewalks, parking lots and landscaping.
 - Freestanding new construction buildings
 - Building additions, unless in connection with improvements to the existing building.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.



City of St. Charles,
Illinois

201 Chestnut Ave

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: June 18, 2026 02:25 PM



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FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



Grant Type (select one):

☐ Commercial

☒ Residential

Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

201 Chestnut Ave

Property Identification Number:

Applicant Name:

Laura Rice

RECEIVED

JUN 11 2026

City of St. Charles
Community Development

Project Description:

West facing (2nd Ave) window sills & frames, siding and the front porch post are showing signs of deterioration. This project will restore these elements using wood to replace damaged wood as needed. Wood will be primed and painted.

Total Cost Estimate:

\$ 5975.00

Submittal Checklist:

☒ \$50 Application Fee

☐ **Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.

☐ **Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.

☐ **W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

City of St. Charles, Illinois
Resolution No. 2026- __

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Laura Rice
(201 Chestnut Avenue)**

**Presented & Passed by the
City Council on July 20, 2026**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

Clint Hull, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

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Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and Laura Rice

**CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2026 to April 30, 2027

THIS AGREEMENT, entered into this 20th day of July, 2026, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Laura Rice

Tax ID# or Social Security #

For the following property:

Address of Property: 201 Chestnut Avenue

PIN Number: 09-27-381-001

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

WHEREAS, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

WHEREAS, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	\$
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$	-	\$

Residential Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$5,975	50%	\$2,250
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$5,975	-	\$2,250

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Photos of condition

Quote with scope of work. Dated May 21, 2026



HOME | STAGE | LIFE...

ESTIMATE/CONTRACT

Kevin Gallagher, Owner
(847) 531-3647

kevin@gallagherpaintingdecor.com

Name Laura Rice Date 5/21/26
Street 201 Chestnut Ave. Other _____
City St. Charles State IL Zip _____
Phone 708-642-5200 Email _____

Gallagher Painting & Decor Co. agrees to complete the following interior/exterior services:

INTERIOR/EXTERIOR

Check all that apply

☐ INTERIOR

☒ EXTERIOR

☒ POWER WASH

- area's being painted.

Project Scope:

Historic home preservation & restoration of weathered area's as needed. Match existing colors. Scrape & sand loose paint. Spot prime bare area's. Paint (2) coats flat finish. Complete side siding repaint. East & South corner - siding / window trim + black skirt board. Prep, prime & paint. + siding.
* labor \$2,500.00 + material

FEATURED FINISHES

Check all that apply

☐ Kitchen Cabinetry/Built-In/Vanity

☐ Wallpaper Removal

☐ Brick Accent

☐ Staircase Refinishing/Stain & Varnish

☒ Carpentry Install / Wood Replace

☐ Drywall Install

☐ Aluminum/Custom Trim

☐ Home Decor/Staging Services

☐ Seasonal Services

East - Replace (4) vertical 6" trim + (1) sill repair & (1) sill replace (2) corner boards near porch bondo repair. North Bay - sill bondo repair. Back porch posts - Secure/caulk loose trim.
* \$500.00 + material

ADDITIONAL SERVICES

☒ Side Bay - white trim prep & paint. Front stoop + steps & skirt + (3) posts. Solid body stain floor + paint posts. Back Porch floor - secure board / edge + stain (1) coat. (4) posts prep & paint. (1) post replace 4 sides \$1,650.00
base caps + material

LABOR TOTAL: \$4,650.00

PAINT & STAIN MATERIALS

Sherrin Williams / Schlicht
Flat siding / trim
Solid Stain floor / steps
Bondo - arbuton
caulk / masking \$925.00

CONSTRUCTION MATERIALS

cedar 2x6 / sill plate
post base trim
1/4 round
\$400.00

MATERIAL TOTAL: \$1,325.00

TOTAL COST: \$5,975.00

DEPOSIT (20% of total): _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

SIGNATURE _____

DATE _____

Front Porch (Second Avenue)



Front Siding and Windows (Second Avenue)



Front Siding and Windows (Second Avenue)



 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Historic Preservation Commission recommendation to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Mason Austin LLC (18 S 3rd Ave).	
	Presenter:	Emma Field, Planner	
Meeting: Committee of the Whole Date: July 6, 2026			
Proposed Cost: \$6,400 or up to \$12,540.76 if funds are available		Budgeted Amount: \$ 40,000 for FY	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain):			
<u>Program Description</u> The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements and up to 25% for maintenance work. Up to \$5,000 is available for the building. <u>Proposal</u> Mason Austin LLC, Zach Derrico and Cory Jones, has requested a Façade Improvement Grant for the property located at 18 S 3rd Avenue. The grant will cover fiberglass window replacement. This is part of a larger project for an extensive exterior renovation that includes new doors, new windows, small addition in the front, new siding, new front porch, new roof, and new trim. The house has sat vacant for a long period of time and has deteriorated over those years. This investment into the property will bring the building back to life. <u>Historic Commission Review 6-17-26</u> The Historic Commission reviewed the grant and unanimously recommended approval because the project is part of exterior building upgrades or enhancements that will restore or preserve the historic character of the building. <u>Grant Amount</u> Total Cost of Project: \$25,081.52 The project is eligible to receive up to \$12,540.76 based on 50% reimbursement for exterior building upgrades or enhancements that will restore or preserve the historic character of the building but only able to receive \$6,400 based on commercial façade grant funds being used up.			
Attachments (please list): Historic Commission Resolution, Program Requirements, Location Map, Façade Improvement Grant Application, Grant Agreement			
Recommendation/Suggested Action (briefly explain): Historic Preservation Commission recommendation to approve a Resolution Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Mason Austin LLC (18 S 3rd Ave).			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 5-2026

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(18 S 3rd Avenue)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Facade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Facade Improvement Grant Application for 18 S 3rd Avenue and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Facade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Facade Improvement Application for reimbursement.

Roll Call Vote: Malay, Smunt, Pretz, Kessler, Rice, Bandel, Cullum

Ayes: Malay, Smunt, Pretz, Rice, Bandel, Kessler

Nays: None.

Abstain: None.

Absent: Cullum.

Motion Carried.

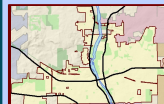
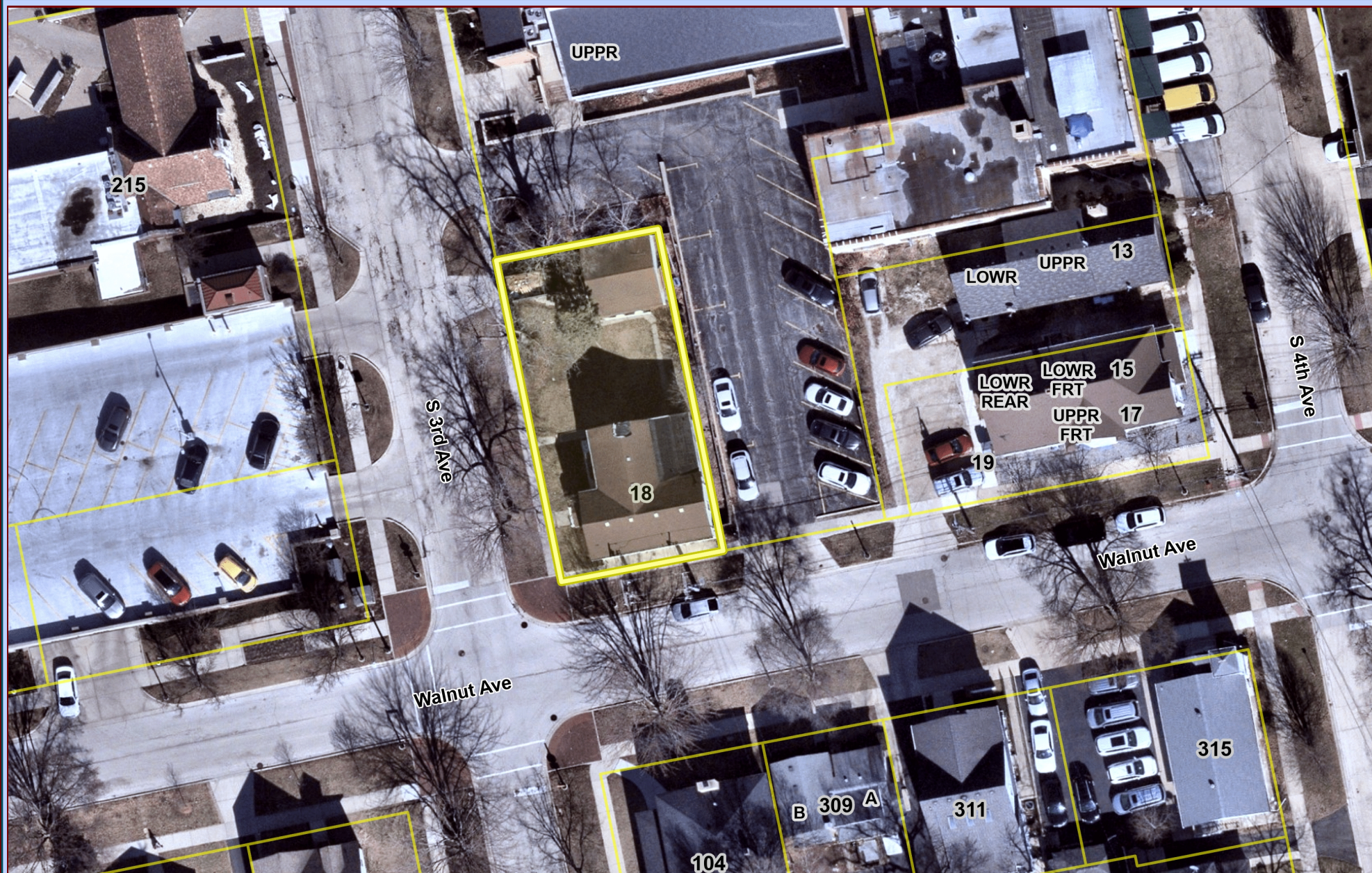
PASSED, this 17th day of June, 2026.

Chairman

3. **Commercial Façade Grant**

- **Eligible Properties:**
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
 - Special Service Area #1B
 - Historic District or Landmark SiteProperties that are at least 50 years of age are given first priority until Sept. 1st. Applications received for structures less than 50 years of age will not be reviewed until Sept. 1st.
- **Application Priority Hierarchy**
Preference will be given to received applications in the following order:
 1. Structures 50+ years of age
 - a. Restoration projects
 - b. Renovation Projects
 2. Structures less than 50 years of age
- **Minimum Project Cost:** \$2,500
- **Grant for Front or Side Facades (visible from street):** Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A façade is defined as a thirty-foot-wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.
- **Grant for Rear Entrance Improvements:** Maximum grant amount of \$10,000, available for buildings with an existing or proposed rear entrance that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access. The rear entrance to be improved must provide public access to a business or businesses within the building.
- **Maximum Grant Limits:**
 - Total grant amount during any five-year period is capped at \$20,000.
 - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- **Eligible Improvements:**
 - **50% Reimbursement for:**
 - For Historic structures, maintenance utilizing Historic Preservation practices:***
 - ✓ Repair or restoration of historic features
 - ✓ Replacement of deteriorated historic features with like-in-kind materials to preserve or restore historic features
 - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
 - ✓ Extensive restoration/repair of historic masonry material
 - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
 - Building improvements:***
 - ✓ Exterior building upgrades or enhancements that will restore or preserve the historic character of a building
 - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
 - ✓ Removal of architecturally inappropriate features on buildings

- 25% Reimbursement for Maintenance when done congruently with major restoration or renovation:
 - ✓ Cleaning, patching, caulking of exterior surfaces.
 - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
 - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
 - ✓ Spot masonry repairs or tuckpointing
- 50% Reimbursement for Architectural Services (Up to \$5,000)
 - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- Ineligible Improvements:
 - Signs and Awnings, unless in connection with other eligible improvements.
 - Building additions; unless work falls under the rear entrance requirements
 - Any interior improvement or finishes
 - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
 - Any site improvements, including sidewalks, parking lots and landscaping.
 - Maintenance when not done congruently with major restoration or renovation, including painting, spot masonry or tuckpointing, re-roofing with non-historic material, cleaning, patching, and caulking. If not specifically listed, it is at the Historic Commission's discretion to determine if a project is considered maintenance.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: June 18, 2026 02:26 PM



0 20 41 Feet

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FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



Grant Type (select one):

☒ Commercial

☐ Residential

Property Information:

Building or establishment for which the reimbursement grant is requested:

Address: 18 S 3rd Ave, St. Charles, IL 60174

Property Identification Number: 09-27-464-004

Applicant Name: Cory Jones and Zach Derrico

Received Date
RECEIVED
JUN 11 2026
City of St. Charles
Community Development

Project Description:

See attached document (Page 3)

Total Cost Estimate: \$ \$25,081.52

Submittal Checklist:

☒ **\$50 Application Fee**

☒ **Detailed Scope of Work:** Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.

☒ **Documentation on Existing Conditions:** Reports or photographs to demonstrate need for improvements.

☒ **W-9 Form:** Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

City of St. Charles, Illinois
Resolution No. 2026- __

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Mason Austin LLC
(18 S 3rd Avenue)**

**Presented & Passed by the
City Council on July 20, 2026**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of July, 2026.

Clint Hull, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 2

Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and Mason Austin LLC

**CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2026 to April 30, 2027

THIS AGREEMENT, entered into this 20th day of July, 2026, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Mason Austin LLC
Tax ID# or Social Security #	85-1556023

For the following property:

Address of Property:	18 S 3 rd Avenue
PIN Number:	09-27-464-004

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

WHEREAS, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

WHEREAS, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	\$
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$ 25,081.52	50%	\$ 6,400 or \$12,540.76 if available
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$25,081.52	-	\$ 6,400 or \$12,540.76 if available

Residential Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$	-	\$

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Photos of existing building.

Scope of Work.

Window Quote. Dated June 15, 2026

Photos of existing condition









Project Description for Facade Improvement Grant Application

Property Address: 18 S 3rd Ave, St. Charles, IL 60174

Applicants: Cory Jones and Zach Derrico

This project consists of replacing existing windows on the historic structure with high-quality, historically compatible Pella Impervia fiberglass single-hung and double-hung windows, The proposed window design, operation, proportions, and exterior appearance will follow the recommendations previously provided by the St. Charles Historic Preservation Commission and will be installed in accordance with the submitted architectural drawings.

The fiberglass window option was selected due to its superior durability, dimensional stability, appearance, and long-term compatibility with the historic character of the building. The new windows will improve the building's energy efficiency, weather resistance, and long-term maintenance requirements while preserving its architectural integrity.

This window replacement project is being completed in conjunction with, and as part of, a substantially larger rehabilitation and reconstruction project on the property. The overall project includes preservation of the existing foundation and historic wall elements, reconstruction of portions of the structure, and other significant improvements intended to restore and preserve the building for long-term use.

The proposed window installation represents an important component of this broader investment in the property and its continued contribution to the historic character of the City of St. Charles. All work will be completed in accordance with approved plans, submitted architectural drawings, and Historic Preservation Commission recommendations.

Customer Information	Project/Delivery Address	Order Information
Derrico Builders 311 Walnut Ave SAINT CHARLES, IL 60174-2155 Primary Phone: (630) 675-4017 Mobile Phone: Fax Number: E-Mail: derricobuilders@yahoo.com Contact Name: Great Plains #: 1004602624 Customer Number: 1008612675 Customer Account: 1004602624	18 S 3rd Ave 18 S 3rd Ave Lot # SAINT CHARLES, IL 60174 County: KANE Owner Name: Derrico Builders Owner Phone: (630) 675-4017	Quote Name: impervia w gbg adv fins Order Number: 096 Quote Number: 20957860 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: GENEVA Cust Delivery Date: None Quoted Date: 6/15/2026 Contracted Date: Booked Date: Customer PO #:
Accessories Managed / Delivery Date		
Window Screens 1/1/0001		

Customer Notes: *****FIBERGLASS IMPERVIA SINGLE-HUNGS*****

SIZES ARE ESTIMATES ONLY - NO SIZES LISTED ON PLANS

NO DOORS INCLUDED

ADD \$4,000 FOR PELLA TO INSTALL & FOAM INSULATE ALL UNITS ON THIS PROPOSAL

- WHITE FIBERGLASS INTERIOR & EXTERIORS
- FOAM FILLED FRAMES
- ADVANCED LOW-E/ARGON GLASS
- 3/4" CONTOURED GRILLS BETWEEN THE GLASS IN PATTERNS SHOWN
- WHITE STANDARD SASH LOCKS & FULL SCREENS
- 2-1/8" NAIL FIN TO ROOMSIDE JAMB DEPTHS
- NAIL FIN APPLIED

Customer: Derrico Builders

Project Name: 18 S 3rd Ave

Quote Number: 20957860

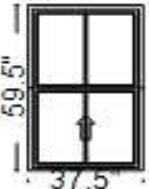
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 6/16/2026

Detailed Proposal

Page 2 of 17

Line #	Location:	Attributes		
10	Office 1 Frnt	Impervia, Single Hung, 37.5 X 59.5, White	<u>Item Price</u>	<u>Qty</u>
			\$861.03	1
				<u>Ext'd Price</u>
				\$861.03

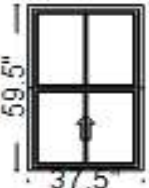


Viewed From Exterior
Rough Opening: 38" X 60"

PK #
2239

1: Non-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 59 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 26.1875, Clear Opening Area 6.171793, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 194".

Line #	Location:	Attributes		
15	Office 1 South	Impervia, Single Hung, 37.5 X 59.5, White	<u>Item Price</u>	<u>Qty</u>
			\$861.03	2
				<u>Ext'd Price</u>
				\$1,722.06

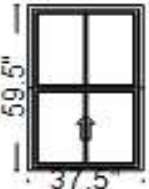


Viewed From Exterior
Rough Opening: 38" X 60"

PK #
2239

1: Non-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 59 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 26.1875, Clear Opening Area 6.171793, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 194".

Line #	Location:	Attributes		
20	Office 2 South	Impervia, Single Hung, 37.5 X 59.5, White	<u>Item Price</u>	<u>Qty</u>
			\$861.03	1
				<u>Ext'd Price</u>
				\$861.03



Viewed From Exterior
Rough Opening: 38" X 60"

PK #
2239

1: Non-Standard Size Single Hung, Equal
 Frame Size: 37 1/2 X 59 1/2
 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, White, Shipped In Unit
 Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
 Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 26.1875, Clear Opening Area 6.171793, Egress Meets minimum clear opening and 5.7 sq.ft
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
 Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 194".

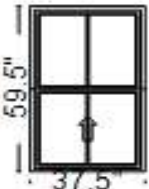
Line #	Location:	Attributes		
25	Bath Rear	Impervia, Single Hung, 29.5 X 47.5, White	<u>Item Price</u>	<u>Qty</u>
			\$600.47	1
				<u>Ext'd Price</u>
				\$600.47



Viewed From Exterior
Rough Opening: 30" X 48"

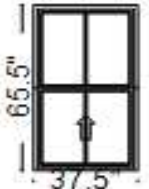
PK #
2239

1: 3048 Single Hung, Equal
 Frame Size: 29 1/2 X 47 1/2
 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, White, Shipped In Unit
 Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
 Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 50, FPA FL12602, STC 26, OITC 22, Clear Opening Width 25.9375, Clear Opening Height 20.1875, Clear Opening Area 3.636203, Egress Does not meet typical United States egress, but may comply with local code requirements
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
 Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 154".

Line #	Location:	Attributes						
30	Office 3 North	 Viewed From Exterior Rough Opening: 38" X 60" PK # 2239 Impervia, Single Hung, 37.5 X 59.5, White 1: Non-Standard Size Single Hung, Equal Frame Size: 37 1/2 X 59 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Shipped In Unit Screen: Half Screen, InView™, Shipped Separate, Accessory Managed Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 26.1875, Clear Opening Area 6.171793, Egress Meets minimum clear opening and 5.7 sq.ft Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 194". <table><tr><th>Item Price</th><th>Qty</th><th>Ext'd Price</th></tr><tr><td>\$861.03</td><td>1</td><td>\$861.03</td></tr></table>	Item Price	Qty	Ext'd Price	\$861.03	1	\$861.03
Item Price	Qty	Ext'd Price						
\$861.03	1	\$861.03						

Line #	Location:	Attributes			
35	Conference Temp Nort				

Line #	Location:	Attributes		
40	Conference North	Impervia, Single Hung, 37.5 X 65.5, White	<u>Item Price</u>	<u>Qty</u>
			\$912.67	1
				<u>Ext'd Price</u>
				\$912.67

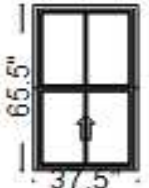


Viewed From Exterior
Rough Opening: 38" X 66"

PK #
2239

1: Non-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 65 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 29.1875, Clear Opening Area 6.878825, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 206".

Line #	Location:	Attributes		
45	Conference Frnt	Impervia, Single Hung, 37.5 X 65.5, White	<u>Item Price</u>	<u>Qty</u>
			\$912.67	4
				<u>Ext'd Price</u>
				\$3,650.68



Viewed From Exterior
Rough Opening: 38" X 66"

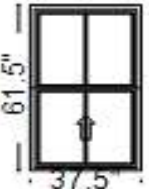
PK #
2239

1: Non-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 65 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 29.1875, Clear Opening Area 6.878825, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 206".

Line #	Location:	Attributes			
50	2nd Office 7 North	<			

Line #	Location:	Attributes			
55	2nd Office 7 Frnt	61.5" 37.5" Viewed From Exterior Rough Opening: 38" X 62" PK # 2239 Impervia, Single Hung, 37.5 X 61.5, White 1: Non-Standard SizeNon-Standard Size Single Hung, Equal Frame Size: 37 1/2 X 61 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Shipped In Unit Screen: Half Screen, InView™ , Shipped Separate, Accessory Managed Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 27.1875, Clear Opening Area 6.407471, Egress Meets minimum clear opening and 5.7 sq.ft Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 198". Item Price \$890.48 Qty 1 Ext'd Price \$890.48			

Line #	Location:	Attributes		
60	2nd Office 8 Frnt	Impervia, Single Hung, 37.5 X 61.5, White	<u>Item Price</u>	<u>Qty</u>
			\$890.48	1
				<u>Ext'd Price</u>
				\$890.48

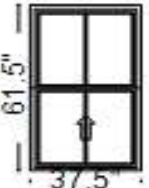


Viewed From Exterior
Rough Opening: 38" X 62"

PK #
2239

1: Non-Standard SizeNon-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 61 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 27.1875, Clear Opening Area 6.407471, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 198".

Line #	Location:	Attributes		
65	2nd Office 8 South	Impervia, Single Hung, 37.5 X 61.5, White	<u>Item Price</u>	<u>Qty</u>
			\$890.48	2
				<u>Ext'd Price</u>
				\$1,780.96



Viewed From Exterior
Rough Opening: 38" X 62"

PK #
2239

1: Non-Standard SizeNon-Standard Size Single Hung, Equal
Frame Size: 37 1/2 X 61 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Shipped In Unit
Screen: Half Screen, InView™, Shipped Separate, Accessory Managed
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 27.1875, Clear Opening Area 6.407471, Egress Meets minimum clear opening and 5.7 sq.ft
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 198".

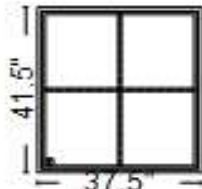
Line #	Location:	Attributes			
70	2nd Office 6 South				

Line #	Location:	Attributes			
75	2nd Office 5 Rear	<			

Line #	Location:	Attributes			
80	2nd Bath Rear				

Line #	Location:	Attributes				
85	2nd Office 4 North	61.5" 37.5" Viewed From Exterior Rough Opening: 38" X 62" PK # 2239 Impervia, Single Hung, 37.5 X 61.5, White 1: Non-Standard SizeNon-Standard Size Single Hung, Equal Frame Size: 37 1/2 X 61 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Shipped In Unit Screen: Half Screen, InView™ , Shipped Separate, Accessory Managed Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, FPA FL12602, STC 26, OITC 22, Clear Opening Width 33.9375, Clear Opening Height 27.1875, Clear Opening Area 6.407471, Egress Meets minimum clear opening and 5.7 sq.ft Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 198". Item Price \$890.48 Qty 2 Ext'd Price \$1,780.96				

Line #	Location:	Attributes			
90	2nd Office 4 Frnt	41.5" 37.5" Viewed From Exterior Rough Opening: 38" X 42" PK # 2239 1: 37.541.5 Fixed Frame Direct Set Frame Size: 37 1/2 X 41 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 5/16", 1 15/16", Interior Access Only Required Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-257-03864-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, FPA FL26584, STC 28, OITC 23 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 158".	Item Price \$634.78	Qty 2	Ext'd Price \$1,269.56

Line #	Location:	Attributes			
95	2nd Stair Temp Frnt	Impervia, Direct Set, Fixed Frame Rectangle, 37.5 X 41.5, White	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$778.85	2	\$1,557.70
					
Viewed From Exterior					
Rough Opening: 38" X 42"					
PK # 2239					
		1: 37.541.5 Fixed Frame Direct Set			
		Frame Size: 37 1/2 X 41 1/2			
		General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 5/16", 1 15/16", Interior Access Only Required			
		Exterior Color / Finish: White			
		Interior Color / Finish: White			
		Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude			
		Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-257-03864-00001, Performance Class CW, PG 50, Calculated Positive DP			
		Rating 50, Calculated Negative DP Rating 55, FPA FL26584, STC 28, OITC 23			
		Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), White, White			
		Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Manufacturer Recommended Clearance, Perimeter Length = 158".			

Line #	Location:	Attributes			
100	Install Tape	01HM0000 - Pella 3" Pella Installation Tape, 150 ft (1)	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$49.23	6	\$295.38
 Viewed From Exterior Rough Opening: 10" X 10.5" PK # 2239 1: Pella Parts Catalog Pella Parts Selector: Installation Accessories, Casement, Installation Tape / Foam / Shims, Pella Lifestyle Series, Unhanded, 01HM0000, 3" Pella Installation Tape, 150 ft (1), 01HM0000, Greater than 96-in,					

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date**Order Totals**

Taxable Subtotal	\$23,223.63
Sales Tax @ 8%	\$1,857.89
Non-taxable Subtotal	\$0.00
Total	\$25,081.52
Deposit Received	\$0.00
Amount Due	\$25,081.52

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Historic Preservation Commission recommendation to approve an Ordinance Designating Certain Property as a Historic Landmark (217 Cedar Ave. "Judge William Barry House").	
	Presenter:	Emma Field, Planner	
Meeting: Committee of the Whole Date: July 6, 2026			
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain): Bob Rasmussen, Geneva Heights LLC, owner, has nominated the property at 217 Cedar Avenue for Landmark status. In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 6/17/2026. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution. The building was constructed circa 1844. The house was built of limestone in the Greek Revival Style. This building is one of the two limestone bookends of this block on Cedar Ave along with 201 Cedar Ave. This property is eligible for landmarking status based on historical significance. Judge William Barry is the person who significantly contributed to the development of the community and county. There have been many accounts in media about Judge Barry in St Charles and Kane County. Judge Barry was a well-known and acknowledged judge. He served as a Kane County Judge for three terms and during his time as an attorney, helped future judges and attorneys study law in his office on Main St. He was also the President of the Bar Association of Kane County. Judge Barry was a well-known and acknowledged judge. Judge Barry had connections to General John F. Farnsworth as being his "right hand man". This home is also connected to the Rasmussen family and Kohlert family. Frederick Rasmussen was a superintendent at the St Charles Milk Sugar Company. Edith Kohlert was the secretary to previous Mayor I.G. Langum. Edith's brother Henry Kohlert is known for starting the DuPage airport and owning an auto dealership in town. The property is located in the Central Historic District and is currently undergoing extensive interior renovation and exterior restoration.			
Attachments (please list): Historic Commission Resolution, Landmark Nomination			
Recommendation/Suggested Action (briefly explain): Historic Preservation Commission recommendation to approve an Ordinance Designating Certain Property as a Historic Landmark (217 Cedar Ave. "Judge William Barry House").			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 6-2026

A Resolution Recommending Approval for Landmark Designation (217 Cedar Avenue)

WHEREAS, per Section 17.32.060 of the St. Charles Zoning Ordinance, it is the responsibility of the St. Charles Historic Preservation Commission to evaluate applications for Landmark Designation and to make recommendations to the City Council regarding them; and

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 217 Cedar Avenue and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

1. **That the property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.**

The corner of 3rd and Cedar Ave is the east edge of the century corners district. This building is the end of the two bookends along this block of Cedar Ave. 217 and 201 Cedar are both limestone national styles on the corner.

3. **That the property is identified with a person who significantly contributed to the development of the community, county, state, or nation.**

Judge William D. Barry. There have been many accounts in media about Judge Barry in St Charles and Kane County. Judge Barry was a well-known and acknowledged judge. He served as a Kane County Judge for three terms and during his time as an attorney, helped future judges and attorneys study law in his office on Main St. He was also the President of the Bar Association of Kane County. Judge Barry was a well-known and acknowledged judge. Judge Barry had connections to General John F. Farnsworth as being his campaign manager. This home is also connected to the Rasmussen family and

Kohlert family. Frederick Rasmussen was a superintendent at the St Charles Milk Sugar Company. Edith Kohlert was the secretary to previous Mayor I.G. Langum. Edith's brother Henry Kohlert is known for starting the DuPage airport and owning an auto dealership in town.

4. **Structure embodies distinguishing characteristics of an architectural style valuable for the study of period, type, method of construction, or use of indigenous materials.**

The house is circa 1844. The house is built of Batavia limestone in the Greek Revival style. There are only a handful of cases of limestone structures in the City.

8. **Property has a unique location or physical characteristics that make it a familiar visual feature.**

Located at the Corner of 3rd and Cedar Ave, Baker Methodist Church stands across the street, eastern edge of Century Corners, highly visible from Main St, one of the two bookends for this block of Cedar since both 217 and 201 are constructed of limestone.

10. **Property is suitable for preservation and restoration.**

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property know as 217 Cedar Avenue, as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "Judge William Barry House" circa 1844.

Roll Call Vote: Pretz, Kessler, Smunt, Rice, Malay, Bandel, Cullum

Ayes: Pretz, Kessler, Smunt, Rice, Malay, Bandel

Nays: None.

Absent: None.

Abstain: Cullum.

Motion Carried.

PASSED, this 17th day of June, 2026

Chairman

Exhibit “A”
Legal Description

LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, AKEN COUNTY, ILLINOIS.

PIN #09-27-387-004

City of St. Charles, Illinois
Ordinance No. 2026-Z-_____

**An Ordinance Designating Certain Property as a Historic Landmark
(217 Cedar Ave. Judge William Barry House)**

WHEREAS, a nomination for Landmark Designation for the real estate legally described in Exhibit "A", attached hereto and made a part hereof ("Subject Realty"), commonly known as 217 Cedar Ave., was filed with the City of St. Charles ("City") on or about May 27, 2026, by Bob Rasmussen, Geneva Heights LLC ("Petitioner"); and,

WHEREAS, Notice of Public Hearing on said nomination was published on or about June 1, 2026, in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by Section 17.32.060 of the St. Charles Zoning Ordinance; and,

WHEREAS, pursuant to said notice, the Historic Preservation Commission conducted a public hearing on June 17, 2026, on said nomination, as required by Section 17.32.060 of the St. Charles Zoning Ordinance; and,

WHEREAS, at said Public Hearing, the Petitioners presented testimony in support of said nomination and all interested parties had an opportunity to be heard; and,

WHEREAS, the Historic Preservation Commission made the required findings and recommended approval of the nomination on June 17, 2026; and,

WHEREAS, the Council Committee of the City Council recommended approval of the nomination on July 6, 2026; and,

WHEREAS, the City Council of the City of St. Charles received the recommendations of the Historic Preservation Commission and the Council Committee, and has considered the same; and,

WHEREAS, the City Council of the City of St. Charles hereby makes the following findings for Landmark designation:

- 1. That the property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.**

The corner of 3rd and Cedar Ave is the east edge of the century corners district. This building is the end of the two bookends along this block of Cedar Ave. 217 and 201 Cedar are both limestone national styles on the corner.

- 3. Property is identified with a person who significantly contributed to the development of the community, county, state or nation.**

Judge William D. Barry. There have been many accounts in media about Judge Barry in St Charles and Kane County. Judge Barry was a well-known and acknowledged judge. He served as a Kane County Judge for three terms and during his time as an attorney, helped future judges and attorneys study law in his office on Main St. He was also the President of the Bar Association of Kane County. Judge Barry was a well-known and acknowledged judge. Judge Barry had connections to General John F. Farnsworth as being his campaign manager. This home is also connected to the Rasmussen family and Kohlert family. Frederick Rasmussen was a superintendent at the St Charles Milk Sugar Company. Edith Kohlert was the secretary to previous Mayor I.G. Langum. Edith's brother Henry Kohlert is known for starting the DuPage airport and owning an auto dealership in town.

4. Structure embodies distinguishing characteristics of an architectural style valuable for the study of period, type, method of construction, or use of indigenous materials.

The house is circa 1844. The house is built of Batavia limestone in the Greek Revival style. There are only a handful of cases of limestone structures in the City.

8. Property has a unique location or physical characteristics that make it a familiar visual feature.

Located at the Corner of 3rd and Cedar Ave, Baker Methodist Church stands across the street, eastern edge of Century Corners, highly visible from Main St, one of the two bookends for this block of Cedar since both 217 and 201 are constructed of limestone.

10. Property is suitable for preservation and restoration.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. The preambles and findings set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section One.

2. That the real estate legally described in Exhibit "A", commonly known as 217 Cedar Ave., is hereby designated as a Landmark pursuant to the St. Charles Municipal Code, Title 17 "Zoning", Chapter 17.32 "Historic Preservation", with a noted construction date of circa 1844.

3. That this ordinance shall become effective from and after its passage and approval in accordance with law.

4. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

Ordinance No. 2026-Z-_____

Page 3

PRESENTED to the City Council of the City of St. Charles, Illinois, this 20th day of July, 2026.

PASSED by the City Council of the City of St. Charles, Illinois, this 20th day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 20th day of July, 2026.

Clint Hull, Mayor

ATTEST:

Jessica Bridges, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT “A”

LEGAL DESCRIPTION

LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES,
AKEN COUNTY, ILLINOIS.

PIN #09-27-387-004

EXHIBIT “B”

**LANDMARK NOMINATION
(61 pages)**

CITY OF ST. CHARLES

TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

HISTORIC LANDMARK NOMINATION

Instructions:

To nominate a property for Historic Landmark Designation, complete this application and submit all required documentation to the Planning Division. Based on a review of the application by City staff and the Historic Preservation Commission, additional detailed information to support this application may be required.

The information you provide must be complete and accurate. If you have a question please call the Planning Division and we will be happy to assist you.

Received Date

RECEIVED

MAY 27 2026

City of St. Charles
Community Development

1. Property Information:	Parcel Number(s): 09-27-387-004	
	Property Name (Historic or common name of the property): JUDGE WILLIAM D. BARRY HOUSE	
	Property Site Address 217 CEDAR AVENUE	
2. Record Owner:	Name GENEVA HEIGHTS LLC	Phone
	Address 521 ILLINOIS AVENUE ST. CHARLES, IL 60174	Email
3. Applicant (if different from record owner):	Name BOB RASMUSSEN	
	Address SAME	

4. Legal Description of Property: The legal description should be obtained from the deed, mortgage, title insurance, or other recorded document (attach sheets if necessary).

**LOT 1 BLOCK 3 THE ORIGINAL TOWN OF
ST CHARLES KANE County ILLINOIS**

I. Classification of Property (Check all that apply):

a) Ownership:

☒ private
☐ public-local
☐ public-state

b) Category:

☒ building
☐ district
☐ site

c) Integrity:

☒ original site
☐ moved: date _____
☐ unaltered

d) Function or Use:

Historic/Current

☐ / ☐ agriculture
☐ / ☐ commercial
☐ / ☐ educational
☐ / ☐ government
☐ / ☐ entertainment

Historic/Current

☐ / ☐ industrial
☐ / ☐ military
☐ / ☐ museum
☒ / ☒ private residence
☐ / ☐ park

Historic/Current

☐ / ☐ religious
☐ / ☐ scientific
☐ / ☐ transportation
☐ / ☐ other(specify

e) Architecture: (Based on "A Field Guide to American Houses")

National Folk Style
circa 1850-1930

Romantic Styles: circa 1820-1880

Greek Revival
Gothic Revival
Italianate
Exotic Revival

*FIELD GUIDE TO
AMERICAN HOUSES
PAGE 179+*

Victorian Styles: circa 1860-1910

Second Empire
Stick
Queen Anne
Shingle
Richardsonian Romanesque
Folk Victorian

Eclectic Styles: 1880-1940

Colonial Revival
Neoclassical, Classical Revival
Tudor Revival
Chateausque
Beaux Arts
French Eclectic
Italian Renaissance
Mission
Spanish Revival
Monterey
Pueblo Revival

Modern Styles: circa 1900- present

Prairie
Craftsman
Modernistic
Minimal Traditional
Ranch
Split-Level
International
Contemporary
Shed
Other 20th Century Modern
21st Century Modern

Styled Houses since 1935:

Mansard
Styled Ranch
Millenium Mansion
New Traditional
American Vernacular

Other Architecture:

II. Building Materials:

Please mark the appropriate boxes listing the materials that exist on the building. Possible options are provided below.

Inventory of Original Architectural Elements

Item:	Original (yes only)	Material	Location if Required
Chimney			REMOVED
Door(s)		WOOD	
Exterior Walls	YES	STONE	ALL
Foundation	YES	STONE	ALL
Roof		ASPHALT	
Trim	VINTAGE	WOOD	ALL
Window (s)	VINTAGE	WOOD	ALL

Materials List

Adobe	Aluminum	Asbestos	Asphalt	Brick	Bronze
Canvas	Cast Iron	Ceramic	Clapboard	Cloth	Concrete
Concrete Board	Copper	Dryvit	EIFS	Engineered	Fiberglass
Glass	Granite	Iron	Lead	Limestone	Log
Marble	Metal	Nickel	Plastic	Plywood	Rubber
Sandstone	Shake	Shingle	Slate	Steel	Stone
Stucco	Synthetics	Terra Cotta	Tin	Vinyl	Weatherboard
Wood	Other:				

III. Significance of Property:

Please indicate source of documentation, if available.

- a) Original Owner: JUDGE WILLIAM D. BARRY
- b) Architect/ Builder: NOT KNOWN
- c) Significant Person(s): JUDGE BARRY, CHAS WHEELER, FREDRICK RASMUSSEN, EDITH KOHLERT
- d) Significant Dates (i.e., construction dates): _____

BUILT 1844

e) Criteria for Designation:

Please indicate which of the following criteria apply to the property and attach supporting documentation for each criteria. (check all that apply)

1. ☒ Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.

Notes: THE CORNER OF 3RD & CEDAR AVENUES IS AT THE EAST EDGE OF THE CENTURY CORNERS DISTRICT.

2. ☐ Property is the site of a significant local, county, state, or national event. (201 and 217 Cedar Av are both limestone National styles at the corners)

3. ☒ Property is identified with a person who significantly contributed to the development of the community, county, state, or nation.

Notes: JUDGE WILLIAM D. BARRY - SEE ATTACHMENT

"HOME OF A HUNDRED STORIES"

4. ☒ Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

Notes: 1844 STONE CONSTRUCTION IN THE GREEK REVIVAL STYLE
Batavia limestone

5. ☐ Property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation.

Notes:

6. ___ Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

Notes:

7. ___ Structure embodies design elements that make it structurally or architecturally innovative.

Notes:

8. ☒ Property has a unique location or physical characteristics that make it a familiar visual feature.

Notes:

LOCATED AT THE CORNER OF 3RD & CEDAR AVE
BAKER METHODIST STANDS ACROSS THE STREET, EASTERN END
OF CEDAR CORNERS, HEAVYLY VISIBLE FROM MAIN ST.

9. ___ Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.

Notes:

10. ☒ Property is suitable for preservation or restoration.

Notes:

11. ___ Property is included on the ___ Illinois and/or ___ National Register of Historic Places.

Notes:

12. ___ Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.

Notes:

IV. Attachments

1. Descriptive Statement: Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property. SEE ATTACH
2. Plat of Survey: Attach a plat of survey showing the boundaries and location of the property. This may be obtained from the County Recorder (630-232-5935) at the Government Center. You may also have one from your house closing. SEE ATTACH
3. Photographs: Attach photographs showing the important structures or features of the property and a photograph as viewed from the public way. Black and white or color prints. A minimum of one photograph of the structure as viewed from the public way is required. SEE ATTACH
4. Chronological list of historical owners. SEE ATTACH

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

Applicant

Date _____

If Owner authorizes application to be filed for their property:

Owner

Date _____

Owner Geneva Heights, LLC

BOB RASMUSSEN

217 Cedar Avenue – Description

Built for Judge William D. Barry in 1844, the Greek Revival style house, is a simple two-story structure. Constructed of stone, it is covered by stucco which is in the process of removal. The front elevation is nondescript, however there is evidence of a decorative fan on the upper level. The rear of the home has an addition which is visible on the 1898 Sanborn Fire map and cannot conclude it is original. The current windows and trim are wood and are vintage but installed as replacement during the 1920's renovation by Frederick Rasmussen. The exposed stone is all original and the early chimneys have been long removed, back in the 1920's.

While the characters that lived in the home (Barry, Rasmussen, and Kohlert) are reasons to landmark and the architecture, the location and time period contribution to the early settlement of St. Charles is the reason. The city had the Franklin homestead, Penny Brickyard, Eastside park, Judge Barry's office, the Hunt House, the Chamberlain House, etc. all within walking distance. For more reading, see the attachments for "Home of a hundred stories".









217 Cedar Avenue

09-27-387-004

STCHAS/3/1

All support documents located at Kane County Recorder office

1843 WD Ira/Sarah Minard to Wm. D. Barry 5/289

1844 MTG Mortgage structure is built A/60

1894 WD John P. Lenhart to Jennie Lenhart (daughter) 346/115

(Wm D. Barry willed to John P. Lenhart exact year
unknown)

1898 WD Jennie Lenhart to Chas M. Wheeler 375/585

1914 WD Chas M./Lexia Wheeler to Frederick/Agnes M. Rasmussen
574/207

1951 Probate Agnes R. Rasmussen

1974 Probate Edith Kohlert

1993 WD Edward Geske to Baker Memorial 93k44198

Rasmussen, Kohlert, and Geske are related

2026 WD Baker Memorial to Geneva Heights LLC 2026k005135

EXHIBIT 'A'

Parcel One:

LOT 3 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 207 CEDAR STREET, ST. CHARLES, IL 60174

Parcel Two:

LOT 2 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 211-215 CEDAR AVE., ST. CHARLES, IL 60174

Parcel Three:

LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 217 CEDAR AVE., ST. CHARLES, IL 60171

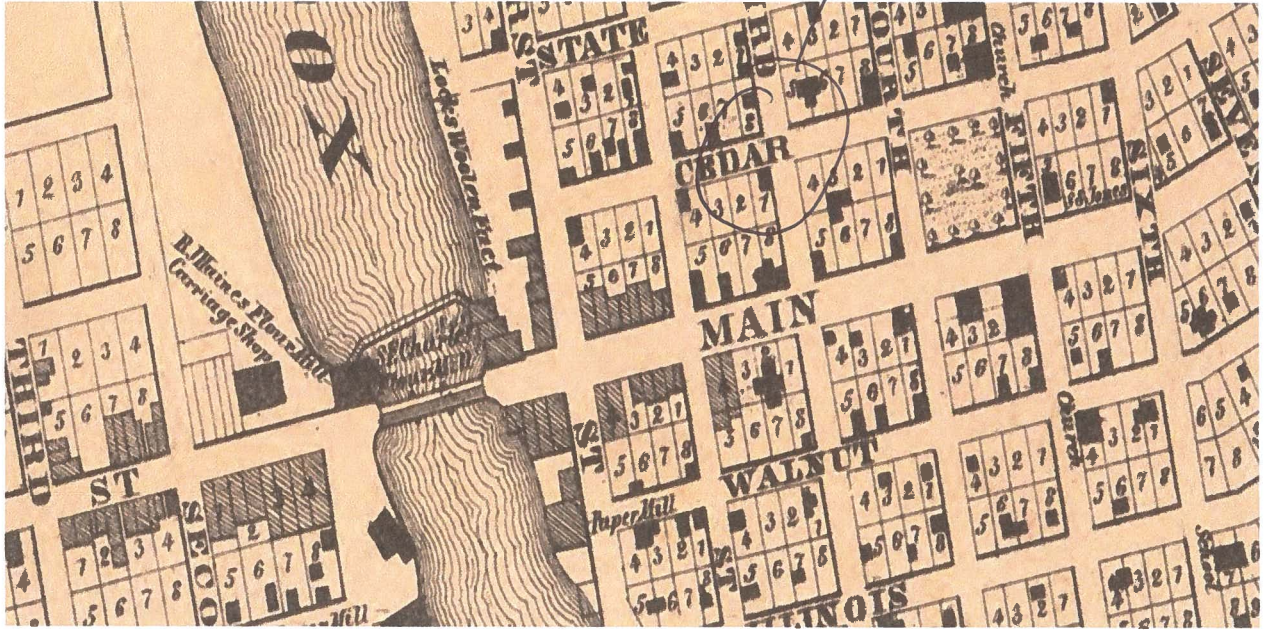
PIN# 09-27-387-002

09-27-387-004

09-27-387-003

2E60X

Lot 1
Block 3



The Judge Barry house at 217 Cedar Street, St. Charles, Missouri is a
Revival home built in 1846. The semi circular niche in the north gable end probably
contained a wooden fan. The house is built of limestone laid in courses and is in
wonderful condition. If the stucco were removed and the stonework tuckpointed it
would look similar to the stone house to the west.

The basement walls are plumb and smooth and show no sign of spalling, cracking or
water damage. The center support beam is a hand hewn oak 8x10 that needs a post
place at the center. The white pine floor joists are notched into the beam and set
directly into the stone wall on the other end. Floor joists are in good condition. The
original floor, visible from the basement, is 1x10 white pine.

The first floor has $\frac{3}{4}$ inch hard maple floors probably laid around 1900. The floor is
level and smooth and attractively finished with no signs of instability.

The staircase is original and complete except for two missing balusters. The
upstairs floors are also maple but $\frac{3}{8}$ inch thick. They are well finished and very
sound.

The attic shows a center beam $6\frac{1}{2}$ " x 8" hand hewn oak with oak 3" x 6" ceiling joists
notched in. They are spaced 16 inch on center with insulation between.

The rafters are also oak and measure 3" x $4\frac{1}{2}$ " on 32 inch centers. The original
pine skipped sheathing is in place. The boards were gapped originally because the
original roof was wood shingles. The roof now is asphalt shingles over plywood. All
the framing is in good condition and shows no sign of leaking or powder post beetle.

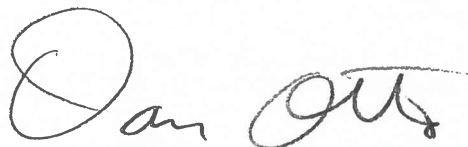
The stone of the gable ends shows that the chimneys were built integral with the
stone walls.

A $\frac{3}{4}$ inch 4' x 8' insulation board has been applied directly to the interior walls.

I have been a restoration carpenter in the Fox Valley area for over 40 years. I think
the Barry House is in remarkable condition. Restoration would require only
cosmetic work and nothing of a structural nature.

This house deserves to stay where it was built. Moving the house is not feasible.
PLEASE SAVE THIS HOUSE!

Projects:
Sholes School
SS Jones Law Office
Alexander Home (Bald Mound)
Fitzsimmons Mansion (Geneva)



PIONEER NOTES OF ST CHARLES BY S. W. DURANT

Published in Chronicle
in the Year of
1885-6

(Continuation of St. Charles' early history, as written by the late S. W. Durant.)

CHAPTER XVIII.

Read Person, of whom considerable has already been said, was for many years prominent in St. Charles as a member of the company of town proprietors (Minard, Person & Hunt), and also a wealthy real estate owner and money lender. A large number of early settlers borrowed money of him with little to enter their homesteads, and it has been said that he held at various times more liens on farms in the shape of deeds and mortgages than any man in Kane county. It is also said that he was their benefactor, and it has been said that he held at various times more liens on farms in the shape of deeds and mortgages than any man in Kane county. It is also said that he was their benefactor, and it has been said that he held at various times more liens on farms in the shape of deeds and mortgages than any man in Kane county.

Joseph Keyser built the Christian house probably about 1838, and put up a pottery on the south end of the lot about the same time. He was engaged in the manufacture of earthenware—cups, milk pans, jugs, etc. The clay was procured on the old Person farm, and was of a good quality, but containing more or less small pebbles of lime which could not readily be sifted out; and these would expand under the heat of the kiln and burst the ware to such an extent as to make the business unprofitable. Keyser's wife's name was Mary, and the couple were familiarly known as "Joseph and Mary." Within a few years Keyser sold probably to J. S. Christian, and taking his family and effects on board a boat in Fox river went south. It was said at the time that "Joseph and Mary had gone down into Egypt," meaning southern Illinois.

The pottery business was continued for a time after Keyser left the place by Peter J. Burchell, who employed among other workmen, Perry and Thomas P. Matteson later residents of Grinnel, Iowa. The boys were musicians and often furnished music for parties. Burchell finally gave up the pottery business for the reason before stated.

Peter J. Burchell, who settled in St. Charles in the spring of 1839, was from Dryden, Tompkins county, New York. He probably started west in the latter part of 1837 or very early in 1838, for he used to tell a good story of how he and A. C. McCall crossed the Detroit river with a considerable number of volunteers from Michigan to help the Canadian "Patriots."

There was a great amount of sympathy felt along the border for the "Patriots," as they were called, and in Michigan, in particular, there were secret organizations called "Ranter Lodges," working in their interests. Burchell and McCall, who were both temporarily sojourning in Detroit, joined the recruits and went over to Sandwich, calculating to capture that place and Windsor, and then move on Malden, eleven miles below, and capture the fort and a British garrison. But the fate ordered otherwise, for the disciplined troops of England, with superior numbers and equipment, easily defeated the mob of Canadians and their foolhardy American friends and captured a large number of them. Burchell and McCall escaped across the river in boats and under a heavy guard and concluded to abandon the Canadians and their "lost cause" together.

Arriving in St. Charles soon after this episode we find Mr. Burchell actively engaged in business within a short time, as landlord in the old St. Charles hotel and proprietor of the pottery, before mentioned. A lit-

tle later he engaged in mercantile business which he continued for a number of years. He became also owner of considerable real estate at one period and another, including a farm on sections 25 and 36, the hotel, and the store in the brick block built by the Conklin brothers.

He did not forget military matters entirely, as is evidenced by the fact that about 1854 he organized the 19th odd battalion of Illinois Cavalry, of which he was commissioned major by Governor Joel A. Matteson. This command embraced several townships of Kane county and was altogether a very respectable body of citizen soldiery. Among its officers were A. H. Barry, Richard R. Kelly, who had been a soldier in the British army; R. B. Payne, Dr. Norton, who died about 1856; John P. Wright, Ebenezer Barry, of Burlington; Capt. Randle, of Batavia and others. The organization was kept up until the breaking out of the rebellion, and its grand parades through our streets were occasions of overflowing patriotism and hilarity. The St. Charles hotel, then kept by Major Burchell, was the general rendezvous for the battalion, and its old bar-room and halls, could they speak out, would have many a good story to tell. (The Arcade Theatre building stands on the old Burchell hotel.—Ed.)

The most imposing military pageant ever seen on our streets, at least prior to the war, was on the occasion of the burial of Dr. Norton, before spoken of as an officer in this battalion, when the Cavalry, Capt. P. H. Foreman's Light Guards, the Irish Grenadiers under Capt. F. M. Kernin, and possibly other military organizations, took part in the procession. The Doctor's horse, fully caparisoned, was led in the procession, and everything was conducted with strict military precision.

Major Burchell was a very active politician and adherent of the Democratic party, and probably as well acquainted with the leading politicians of the old Whig and Democratic parties of Illinois, including Abraham Lincoln, Lyman Trumbull, U. P. Linder, S. A. Douglas, John A. Logan, Joel A. Matteson, Augustus C. French, General Singleton and many others. He held numerous civil offices including those of deputy U. S. marshal, in which capacity he took the

census of Kane county; deputy sheriff, postmaster, member of village board, and postmaster. (Now dead.)

He was also secretary of the St. Charles & Syracuse plank road company. He was a popular landlord, and held in high esteem by the old settlers of the county who turned out in large numbers to attend his funeral. He was a good neighbor, a public spirited citizen and a social general gentleman. At pioneer gatherings and political conventions and caucuses he could tell as good a story and make as humorous and telling a speech (though not an educated man) as the greatest orator in the land. He died in the old St. Charles hotel Jan. 10, 1876, at the age of 89 years, greatly respected and regretted. Mrs. Burchell died Feb. 21, 1877, aged 58 years.

Judge William D. Barry, who settled in St. Charles in April, 1840, was born in Sangreel, Oneida county, N. Y., March 28, 1809. His father was a native of Pomfret, Windham county, Conn., made famous by Gen. Israel Putnam of Revolutionary memory. His mother was born in Hartford, Windsor county, Vt. His father was a blacksmith by trade but owing to his failing health his son had to look out for himself at an early age, and, in consequence, enjoyed few advantages for obtaining an education. When about 10 years old he was a stage driver out of the village of Ulster, N. Y. About 1830, he had made intention of adopting the medical profession, and studied medicine with Dr. Cleveland. He was also for a time in state employ about the Auburn prison. In 1835 he migrated to the west and settled at Napoleon, the county seat of Henry county, Ohio. While a resident here he was a contractor on the Wabash & Erie canal. He also practiced medicine for a short time, but not liking the business soon gave it up, and read law in the office of State Senator Bates. He was admitted to practice in the fall of 1836,

and elected state attorney the same fall. In the management of his first case he was assisted by Judge Bates, whose experience was a valuable help to him. He practiced in the Ohio courts until he removed to Illinois, where he soon became a prominent and busy attorney. In 1848 or '49 he defended Taylor Driscoll, one of the famous Driscoll family of Washington Grove, Ohio county, on a serious criminal charge, at Woodstock, McHenry county, to which place he had taken a change of venue from Ohio county. The mob were furious and inclined to deal roughly not only with the prisoner but with his attorney, but Sheriff Hill managed to keep them at bay until he was examined and sent to Rockford for safe keeping. During his residence in St. Charles he has served three terms as judge of the county court, and during his forty-five years of residence among us has been a continuous and prominent practitioner in the various courts in northern Illinois, both state and federal.

A number of young men have profited by his knowledge of law and passed from his unpretentious office in this city to higher schools and to honorable careers. In the legal profession, among his students have been his brothers, Alonzo H., judge of the city courts of Kane county; Charles A., a younger member of the family, now in Missouri; Capt. L. A. Norton, of California, and T. E. Ryan, of St. Charles.

Judge Barry has, during his long and active life, been a working politician, from the ward and town caucus to county and district conventions, at first as a Democrat, but since 1856 as a member of the Republican party, and has probably presided over more political meetings than any man in Kane county. Though in his 73rd year, he is still well preserved and vigorous, walking as erect as a man of forty years, and within the last few days has presided over county and district judicial conventions with his old time promptness

and ability. During all the years of General John P. Farnsworth's congressional career he was emphatically his right hand man and firm supporter, and was chiefly instrumental in securing several of the later nominations of his old friend against a tremendous pressure from other counties for a rotation of the office.

In everything that Judge Barry undertakes to do he brings distinguished ability, strong common sense and an energy and perseverance that are well his trademarks. In everything he is original and independent, pushing directly for his objective point with a charge like that of Anthony Wayne at the battle of the "Fallen Timbers," cutting his opponent before he can put himself on guard and bearing himself in a manner peculiar to Judge Barry alone. He has lifted a large measure in the public eye for half a century, and when he passes from the stage of action will leave a wide break in the ranks of the old pioneers. Judge Barry has been twice married. His first wife was Eliza Senbroke, a sister of Mrs. P. J. Burchell. His second wife was a sister of William Thom. The Thom family were from Scotland.

We have obtained some additional information concerning Ellaha Freeman since writing of him in chapter XVI, which makes a few corrections and adds a little to what was written. Mr. Freeman reached Charleston with his family July 3, 1836. His first start in the drug and grocery business was in 1839 in the Lovell house on the east side of the river. On the first day of April, 1840, he removed

to the frame building he had erected on First street on the west side of brick and stone store spoken of on west Main street he erected in 1843. E. T. Shepherd was not in company with him until a little later. In 1844, he attended the meeting of the school on the west side of the river. It was also used for religious meetings by the Congregationalists and Baptists, and occasionally opened for shows, lectures, etc. Mr. Freeman was one of the first directors in school district No. 5, and started the first public school on the west side in a small frame building of stood across the streets east of the Mallory house. He was also 'director' when the present school building on the hill was erected in 1854. He attended the meeting to change the name of the town in 1859, held in the school house at third story of this building, which was stood on what is now Dr. Criville the only hall on the west side of the lot, west of his residence (23 river. 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Insurance Agent,
FIRE AND LIFE INSURANCE

EFFECTED IN THE BEST COMPANIES.

Office in McKeever's Building,
East Main Street, - - ST. CHARLES.

JOHN F. ELLIOTT,
Justice of the Peace,

INSURANCE AND COLLECTION AGENT.

OFFICE:
CITY COUNCIL ROOMS.

H. M. CLARK,
Justice of the Peace,

Rent, Collection and Loan Agent.

OFFICE:
CITY HALL.

W. D. BARRY,

Attorney and Counselor at Law,

East Main St., next door to Bank.

HISTORY
OF
Kane County, Ill.

By R. WAITE JOSLYN, L. L. M.,
and FRANK W. JOSLYN,

Ex State's Attorney of Kane County.

VOLUME I

ILLUSTRATED WITH PORTRAITS AND VIEWS

CHICAGO
THE PIONEER PUBLISHING CO.
1908

ditions. The modern tendency is the development of two contending republican factions.

Names of county officers, from organization of the county in 1836 to 1871:

County Clerk—1836 to 1847, Mark W. Fletcher; 1847 to 1849, J. L. Warner; 1849 to 1857, James Harrington; 1857 to 1861, John Green; 1861 to 1869, H. B. Pierce; 1869 to 1872, Frank P. Crandon.

Circuit Court Officers: Recorder—1836 to 1843, David Dunham; 1843 to 1847, George W. Gorton; 1847 to 1849, E. H. Swarthout. Clerk—1836 to 1837, Allen P. Hubbard; 1837 to September, 1848, M. W. Fletcher; September, 1848 to 1849, Charles B. Wells. Clerk and Recorder—1849 to 1852, Charles B. Wells; 1852 to 1856, Luther Dearborn; 1856 to 1860, Paul R. Wright; 1860 to 1864, Thomas C. Moore; 1864 to 1868, Pindar F. Ward; 1868 to 1872, J. W. Parrington.

Treasurer—1837 to 1840, John Griggs; 1840, H. A. Miller; 1841 to 1843, B. T. Hunt; 1843, E. R. Allen; 1844, Charles Metcalf; 1845 to 1847, James Hotchkiss; 1847 to March, 1850, Thomas A. Scott; from March, 1850, to November, 1850, S. K. Whiting; from November, 1850, to November, 1851, John Clark; from November, 1851 to 1853, A. W. Glass; 1853 to 1855, George P. Harvey; 1855 to 1857, George W. Waite; 1857 to 1859, William R. West; 1859 to 1861, Adin Mann; 1861 to 1865, R. W. Hoyt; 1865 to 1867, W. H. Miller; 1867 to 1869, A. Barto; 1869 to 1872, W. P. West.

Sheriff—1836 to 1840, B. F. Fridley; 1840 to 1842, James Risk; 1842 to 1848, Noah B. Spaulding; 1848 to January, 1851, B. C. Yates; January, 1851 to 1852, Luther Dearborn; 1852 to 1854, Noah B. Spaulding; 1854 to 1856 L. P. Barker; 1856, to 1858, George E. Corwin; 1858 to 1860, E. J. Allen; 1860 to 1862, Demarcus Clark; 1862 to 1864, J. H. Whipple; 1864 to 1866, H. L. Perry; 1866 to 1868, D. Smith; 1868 to 1870, L. M. Kelly; 1870 to 1872, J. C. Brown.

County Judge—1836, Mark Daniels; 1837 to 1839, Isaac Wilson; 1839 to 1842, H. N. Chapman; 1842, L. Howard; 1843 to 1847, S. S. Jones; 1847 to 1849, Alexander V. Sill; 1849 to June, 1851, J. G. Wilson; June, 1851, to 1857, W. D. Barry; 1857 to 1861, Daniel Eastman; 1861 to 1865, R. N. Botsford; 1865 to 1867, J. T. Brown; 1867 to 1869, C. D. F. Smith; 1869 to 1872, W. D. Barry.

School Commissioner—1841 to 1843, Ira Minard; 1843 to 1845, Wyatt Carr; 1845 to 1847, A. W. Churchill; 1847 to 1849, John W. Hapgood; 1849, Joseph Kimball; 1850 to 1853, E. W. Brewster; 1853 to 1855, D. D. Waite; 1855 to 1857, Mervin Tabor; 1857 to 1861, David Higgins; 1861 to 1863, N. T. Nichols; 1863 to 1865, Clark Braden; 1865 to 1869, C. E. Smith; 1869 to 1872, George B. Charles.

County Clerk—1873, J. C. Sherwin; 1880, Thomas Meredith; 1887, A. M. Beaupre; 1894, Charles W. Raymond; 1898, John McKellar; 1892, William F. Lynch; 1906, William F. Lynch.

Clerk of Circuit Court—1872, H. T. Rockwell; 1876, C. P. Dutton; 1884, C. A. Miller; 1888, John Dewey; 1898, T. J. Rushton; 1900, B. E. Gould; 1904, E. F. Rogers.

Recorder—1892, Joseph Ingham; 1896, Frank E. George; 1900, Frank E. George; 1904, Frank E. George.

Treasurer—1873, H. C. Paddock; 1876, T. F. Tolman; 1878, T. B. Coulter; 1880, F. L. Young; 1886, C. E. Smiley; 1890, J. M. Innis; 1894, Robert J. McCormack; 1898, Henry McGough; 1900, Samuel Shedden; 1904, George A. James.

Sheriff—1872, J. C. Brown; 1874, L. M. Kelley; 1876, C. S. Mixer; 1880, N. S. Carlisle; 1886, John Kelley; 1890, William H. Reed; 1894, Robert E. Burke; 1898, H. S. Demmer; 1900, Robert E. Burke; 1904, B. E. Richardson.

County Judge—1872, W. D. Barry; 1874, John W. Ranstead; 1882, E. C. Lovell; 1892, D. B. Sherwood; 1894, M. O. Southworth; 1904, Frank G. Plain.

Probate Judge—1902, J. H. Williams; 1906, D. B. Sherwood.
(This court was established in 1902.)

Probate Clerk—1902, Peter Klein; 1906, M. J. Beverly.

States Attorney—1836, B. F. Fridley; 1846 to 1852, Burton C. Cook; 1876, Henry B. Willis; 1880, T. E. Ryan; 1884, John A. Russell; 1888, F. G. Hanchett; 1892, Frank W. Joslyn; 1896, Frank W. Joslyn; 1900, W. J. Tyers; 1904, Frank R. Reid.

CHAPTER XIX.

COURTS—BENCH AND BAR.

The county commissioners at their meeting held in September, 1836, selected grand and petit jurors for the first term of the Kane county circuit court, who were as follows: Grand jurors—Isaac Wilson (made foreman of the jury), Sidney Kimball, Allen Ware, James T. Wheeler, William Van Nortwick, Samuel McCarty, Nicholas Gray, Edwin Knight, James Squares, Benjamin F. Phillips, Otho W. Perkins, Ansel Kimball, Walter Hotchkiss, John Van Fleet, William T. Elliott, John Ross, Friend Marks, Solomon Dunham, Marshall Starks, George Johnson, Lyman Barber. Petit jurors—Calvin Ward, Read Ferson, B. H. Smith, E. R. Mann, Solomon H. Hamilton, James H. Latham, Carlos Lattin, John V. King, James Ferson, John Douglas, Ira Merrick and Gideon Young.

The first term of the circuit court was held at Geneva, in James Herrington's log house, on June 19, 1837, Judge John Pearson presiding. A. B. Hubbard acted as clerk pro tem and B. F. Fridley as sheriff. The first jury trial at this court was that of John Wilson et al. vs. Thomas Wilson, for trespass. The jury found the defendant guilty and assessed the plaintiff's damages at \$4,160.66, probably an amount equal to all the money in circulation in the county at that time. The calendar at that term was large, most of the actions being for trespass. The grand jury presented five indictments.

Edward E. Harvey was an honored pioneer lawyer of Elgin, who volunteered at the breaking out of the war with Mexico and gave his life for the country during that struggle.

Paul R. Wright, a native of Oneida county, New York, moved to Illinois in 1837, when eighteen years of age. He taught school five years, and during that time studied law. In 1844 he entered the office of E. E. Harvey, at Elgin, was admitted to the bar a year later, and opened an office in that place. In 1856 he was chosen circuit clerk on the Fremont ticket and removed to Geneva. At the expiration of his term he resumed practice, but moved in 1862 to a farm in Union county, and thence in 1874 to Jonesboro, where he again entered practice.

Charles H. Morgan, the first judge of the Elgin court of common pleas, became subsequently a United States judge in one of the territories, and was a very able lawyer. His residence was also at Elgin.

Edmund Gifford, one of the early lawyers of Elgin, was well and favorably known for his legal ability, and became in after years a judge at New Orleans, Louisiana.

William D. Barry, who had been admitted to the bar in Henry county, Ohio, in 1836, located at St. Charles in the spring of 1840, and is now the oldest practicing lawyer in Kane county. Although nearly eighty years of age he continues in the field, the weight of years, however, rendering it impossible for him to transact the amount of business he was accustomed to in the palmy days of his practice. He was long judge of the Kane county court. During the early days of his residence here he conducted many hard criminal trials, among them being the defense of Taylor Driscoll, of Ogle county, for the alleged murder of one Campbell during the dark days of horse stealing and kindred crimes. Driscoll was tried at Woodstock, McHenry county, on a change of venue, and through Judge Barry's efforts acquitted.

Joseph W. Churchill, a young resident of Batavia, was one of the first lawyers in the county. In 1837 he was chosen to a position on the board of county commissioners, and was otherwise prominent.

A good story of practice in the early days was related a number of years since by Henry B. Peirce, now deceased. It seems that Churchill's estimate of his own ability was very great. A. M. Herrington, whom everybody knew most familiarly as "Gus," was then a law student in the office of Ralph Haskins, Esq., at Geneva, and had access to the latter's fine library. He had picked up many points in law, and was especially familiar with the decisions and opinions in "Coleman on Contracts." He had been engaged to try his first case before Squire McNair, in Blackberry precinct, one in which suit had been brought for breach of contract. He took along his book, but hid it under a fence before entering the judicial presence. He had walked from Geneva, carrying his brogans over his shoulder until he had nearly reached his destination, when he stopped and put them on. The aforesaid Churchill was opposed to "Gus" in the case. After the evidence was heard Herrington claimed a verdict by virtue of the law, which he quoted after bringing his authority into court. Churchill claimed the case for the plaintiff, stating that the law as read by the defense was not applicable to the case at all, and that

At St. Charles the number of lawyers who have been residents at various periods is considerable. S. S. Jones, the first one, has already been mentioned, also Hon. W. D. Barry and Hon. F. J. Farnsworth. William J. Miller located at the place in 1841, but removed subsequently to Carroll county, Illinois, and later to Chicago. Ralph V. M. Croes, who was at first engaged in mercantile business, afterward studied law and was admitted to practice; he was an early resident of the place. S. G. D. Howard practiced at St. Charles previous to 1846, in which year he removed from the place. Van H. Higgins was also a resident attorney previous to 1845. An attorney named Van Wormer, from Genesee county, New York, located at the same place with his family about 1846 and opened an office. His dealings were not looked upon with favor by the people, he having stirred up enmity among them in about the same manner a boy would disturb a hornet's nest. Finally Van Wormer was employed in a suit which brought matters to a focus and resulted in his obtaining a not very sleek coat of tar and feathers. The offenders in the case were brought before the grand jury at its next session, but that body refused to consider the matter, and Van Wormer, recognizing at last that the prejudices of the community were decidedly not in his favor, soon after left the place. He removed to Algonquin, McHenry county, abandoned his family, and added still further to his record as an unprincipled villain.

James P. Vance located at St. Charles about 1845 and practiced law for several years in Kane county. He afterward changed his profession for the clerical and removed from that place. In 1871 he was residing in Batavia.

H. F. Smith, from Wyoming county, New York, opened a law office in St. Charles in 1846, but, finding business dull, engaged for a time in peddling maps and canvassing for a life of John Quincy Adams. In the course of his journeyings he reached Elkhorn, the seat of justice for Walworth county, Wisconsin, where he formed a partnership with a local attorney and where he afterward practiced.

John H. Ferguson, one of the ablest of the many able members of the Kane county bar, located at St. Charles about 1850-51, coming from the state of New York. He was for a time in partnership with J. F. Farnsworth, and "it was often remarked," says the editor of the St. Charles Valley Chronicle, in a brief mention, "that the two constituted the strongest legal team in the county. Ferguson was perhaps the best informed in legal authorities of any practicing attorney in the county, and his knowledge, reinforced by Farnsworth's oratorical powers before a jury, constituted a combination of talent which was well nigh irresistible." Mr. Ferguson opened an office in Chicago in 1855 or 1856 and died in that city suddenly of a malignant throat disease December 3, 1857.

David L. Eastman, a native of Washington county, Vermont, settled at St. Charles about the fall of 1848. He formed a law partnership with S. S. Jones, and later, in Chicago, with the present General and ex-Governor John L. Beveridge. He rose very rapidly in his profession, and had he lived would undoubtedly have won name and fame; but he fell a victim to consumption in

1860. During the few years of his residence in Kane county he became one of its brightest legal lights, and those who knew him yet do honor to his memory.

Lewis A. Norton, William and Warren Brown all studied law in the office of Judge Barry at St. Charles and were admitted to the bar. Norton removed subsequently to California, of which state he is still a resident and in which he has risen to prominence in his profession.

Alonzo H. Barry, brother of Hon. W. D. Barry, studied in the office of the latter and was admitted to practice in Kane county in 1853. Until 1870 he continued to reside at St. Charles, but in that year removed to Elgin and formed a law partnership with Judge R. N. Botsford and Joseph Healy. The latter gentleman died, and E. C. Lovell, the present county judge, was a member of the firm for two years. John G. Kribs and John A. Russell were afterward law partners at different times with Messrs. Barry and Botsford. In the spring of 1883 Mr. Barry was elected judge of the city court of Aurora and Elgin, a position he filled with such great ability that he was reelected at the end of his term in 1887. Judge Barry opened an office in W. J. Meehan's block at Elgin in 1885. He has also an enviable military record, having been elected major of the Thirty-sixth Illinois Infantry in 1861, with which command he served over two years. Previous to the war he had served as captain of the St. Charles cavalry, to succeed P. J. Burchell, elected major of the battalion. Judge Barry was one of the ablest criminal lawyers in the west, and on the bench administers justice in an impartial manner. He died at Elgin in —

A. S. Babcock, who had previously practiced a few years at Blackberry Station (now Elburn), was located at St. Charles from 1868 to 1872 in the law and insurance business. He subsequently practiced at Sycamore, and in 1876 removed to Oregon, Illinois, from whence he journeyed, a year or two later, to California. He died at San Jose, in the latter state, September 11, 1887.

John McGuire and John J. Flannery studied in Mr. Babcock's office at St. Charles and both were admitted to the bar. Mr. Flannery also studied in the law department of the University of Michigan, and with A. M. Herrington at Geneva, and was admitted to the bar in September, 1873. He removed subsequently to Sycamore.

T. E. Ryan studied law in Judge Barry's office, and was admitted to the bar in 1870. He opened an office of his own in 1876. In 1880 he was elected state's attorney for Kane county, serving four years, and he has also been prominently engaged as attorney for several railway companies. He still resides and practices in St. Charles, to which city he returned in 1905 after a sojourn for many months in the west.

Wilbur C. Hunt, George F. Ross and Edward H. Bowman are later attorneys. Mr. Hunt served several years as city attorney for St. Charles, as did also Mr. Ross, who removed to Omaha, Nebraska, in the autumn of 1887. Mr. Bowman graduated from the University of Michigan and the Harvard Law school.

i. e. licenses for the sale of liquors—to John D. Wygant, of Batavia, and William G. Webster, of Geneva, the charge for the same being \$25 each.

CITY COURT OF AURORA AND ELGIN.

When the original charter of the city of Aurora was granted by the legislature in 1857, it was given an addendum providing for a city court at that place, the idea emanating from the brains of B. F. Parks and O. D. Day. A. C. Gibson was chosen the first judge. Elgin copied and adopted the Aurora charter, and a city court was also created at that place, of which C. H. Morgan was the first judge. By the terms of these charters, the expenses of the courts were to be met by their respective cities. An act was passed in 1859 providing that the same judge should preside over both courts, and the two were consolidated under the title of the court of common pleas of the cities of Aurora and Elgin. The bulk of business was transacted in the Aurora branch. In 1870, when the new constitution was framed and adopted, a clause was inserted similar to that in the constitution of 1848, by which Kane county is entitled to have a superior court, with terms held at Elgin and Aurora. The present judge of this court is Hon. Mangan, of Aurora. Prior to the term of Judge Mangan, Judge John L. Healy and Judge R. P. Goodwin, of Aurora, and Judge A. H. Barry, of Elgin, held the office. Several attempts have been made to abolish the court, but the efforts have proved unfruitful, owing to lack of interest. This year an attempt to awaken interest to abolish the justice court and give the city court their work, so far has resulted in nothing practical.

BENCH AND BAR.

The judicial district embracing Kane county has been remarkably fortunate in its choice of men to occupy the bench. Judge Ford, in his subsequent career as governor of Illinois, won an enviable reputation by his upright and straightforward administration of the affairs of the commonwealth. Judge John D. Caton was for many years an honored resident of Cook and LaSalle counties, and Judge Dickey, who was from the same county, died July 22, 1885. His duties as circuit judge were admirably discharged, and his marked ability was evident in his career as a judge of the supreme court of Illinois. Judge Pearson was judge of the Seventh judicial circuit, Kane county being in the Sixth, and held court several times in said county. Judge Jesse B. Thomas belonged in what was then the First circuit, and Judge Caton was a justice of the supreme court at the same time his services were rendered in the Kane circuit. Supreme court then held court in their districts as appellate justices now do. His first term here began August 25, 1842. Hon. Isaac G. Wilson's first term of the Kane county circuit court began August 11, 1851, Phineas W. Platt being, at the time, state's attorney. He held the office until 18—, being succeeded by Judge Henry B. Willis, the present judge.

Judge Wilson was a native of Middlebury (now Wyoming) county, New York, and the son of an eminent lawyer and judge. He was graduated from Brown university, at Providence, Rhode Island, in 1838, and removed

HISTORY
OF
Kane County, Ill.

By R. WAITE JOSLYN, L. L. M.,
and FRANK W. JOSLYN,
Ex-State's Attorney of Kane County.

VOLUME II.

ILLUSTRATED WITH PORTRAITS AND VIEWS

CHICAGO
THE PIONEER PUBLISHING CO.

1908

in organizing a provisional regiment, which, however, was not called to the front. In recognition of his service he now holds a complimentary commission as surgeon from the state legislature, as well as a letter from the governor, stating that he probably did more than any other Illinois physician toward raising troops. He also holds a commission in the Illinois National Guard as major and surgeon unassigned.

Dr. Abbott, since his graduation, has kept in touch with the advance of the profession and through investigation and research is continually broadening his knowledge and promoting his efficiency. He is a member of the American Medical Association, of the Illinois State Medical Society, the Fox River Valley Medical Society and the Elgin Physicians' Club. In more specifically social and fraternal lines he is connected with the Royal Arch Masons, the Odd Fellows, the Maccabees, the Mystic Workers, the Sons of Veterans, the Sons of the Revolution, and the Archæan Union, of which he has been and still holds the office of supreme medical director.

Pleasantly situated in his home life, Dr. Abbott was married in 1901 to Miss Ethelyn M. Wells, of Corning, Arkansas, and they have two sons and one daughter, namely: Cyril Edward, Gordon Wells, and Eunice. The Doctor has just moved into an elegant and thoroughly modern home at No. 24 South Liberty street. It is one of Elgin's finest residences, being a pressed-brick structure, located in a most select neighborhood. For the past six years he has been a member of Elgin's school board, and for the past two years has been president of the building and grounds committee.

TERENCE E. RYAN.

One of the most prominent lawyers practicing at the bar of Kane county is Terence E. Ryan, of St. Charles, who was born on a farm near the city of Limerick, Ireland, June 22, 1846, a son of Terence and Honora (McCarthy) Ryan, also natives of the Emerald isle. Deciding to try his fortune in the United States, the father, in company with his family, crossed the Atlantic in 1848 and came at once to Kane county, Illinois, locating on a farm two and a half miles northeast of Elgin. In 1852 he became a resident of Elgin, but a year later removed to Virgil township, where he carried on agricultural pursuits until his removal to St. Charles in 1856. The latter city continued to be his home throughout the remainder of his life, and he passed away there in 1887 in the eighty-third year of his age. His wife survived him until 1895, dying at the age of eighty-four years.

Terence E. Ryan of this review acquired his early education in the public schools of Kane county and was graduated from the west side school of St. Charles in 1866. Later he attended the Elgin Academy for two years, graduating in 1868. In the meantime, however, he had served his country during the Civil war, enlisting in 1864, when only seventeen years of age, as a member of Company E, One Hundred and Forty-first Illinois Volunteer Infantry, with which he served as corporal until the close of the war. Returning home



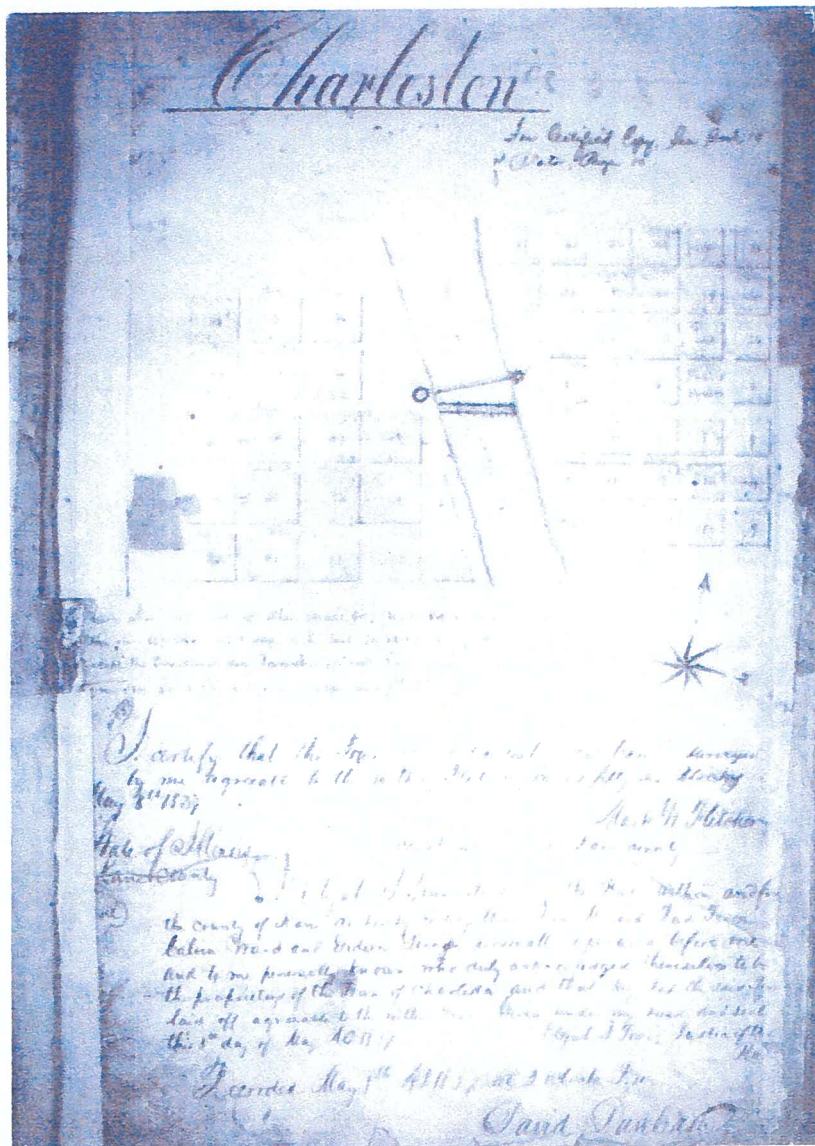
T. E. RYAN

he resumed his education and after his graduation from the Elgin Academy he taught school on the east side of South Elgin for two years, resigning that position to enter the law office of Hon. William D. Barry at St. Charles. Passing the required examination, he was admitted to the bar in October, 1871, and has since engaged in the practice of his chosen profession and has met with marked success.

On the 14th of May, 1874, Mr. Ryan was united in marriage to Miss Emily Millington, who was born in St. Charles in 1853, and is the second daughter of Darwin and Miranda (Boardman) Millington, early settlers of St. Charles. Her father was born in 1815 and died in 1865. Mr. and Mrs. Ryan became the parents of six children, but two are now deceased: George S., who was born July 23, 1877, and died October 16, 1886; and Mary Ella, who was born October 28, 1878, and died April 28, 1879. Those still living are Minerva, who was married November 5, 1902, to Dr. James H. Dalbey, of Elgin; Harriette Frances, who after graduating from the St. Charles high school attended Oberlin (Ohio) College, where she was graduated June 25, 1908; Frank Millington, now a junior at Harvard College; and Terence E., a senior at St. Charles high school. Mrs. Ryan and the children are all members of the Congregational church.

Fraternally Mr. Ryan is a Knight Templar Mason, a member of Bethel Commandery, No. 36, at Elgin, and he also belongs to St. Charles Lodge, No. 14, I. O. O. F., and to the Modern Woodmen of America, and to the Grand Army of the Republic. At the breaking out of the Rebellion the four sons in the Ryan family were among the first to join the Union army. One was killed at Kenesaw Mountain, another was wounded at Gettysburg; but the two others returned home uninjured. Since attaining his majority T. E. Ryan has always affiliated with the republican party, and has taken quite an influential part in local politics. He was a member of the county central committee for sixteen years, and for a great portion of the time was its secretary. He is chairman of the advisory council of the Legislative Voters' League of the State of Illinois for the fourteenth senatorial district. In November, 1880, he was elected states attorney and most acceptably filled that office for four years, but has never cared for political honors outside of his profession, though he served as alderman for five years. In the spring of 1908 he took charge of the campaign under the local option law, and it was largely through his efforts that the town voted all saloons out. He has been the local attorney for the Chicago Great Western Railway since 1886. His reputation as a lawyer has been won through earnest, honest labor, and his standing at the bar is a merited tribute to his ability.

The St. Charles Chronicle of March 2, 1900, paid the following tribute to Mr. Ryan: "It is a fact that all will be willing to concede that this man is and has been a leader ever since his name first became associated with the business interests of St. Charles. A hard worker, a close student, of indomitable courage and perseverance in everything he undertook, it is but natural that he should have made a high place for himself in the business and professional world. He has never tired in his efforts to promote public enterprises, and his property investments in St. Charles are many, representing thousands of



Earliest known map of St. Charles, Illinois
(previously known as Charleston)

History of St. Charles, Illinois

Written by Samuel W. Durant, 1881

Reprinted by The St. Charles Heritage Center, 2004

FROM SAM'L DURANT'S "HISTORY OF ST. CHARLES"

political conventions and caucuses he could tell as good a story and make as humorous and telling a speech (though not an educated man) as the greatest orator in the land. He died in the old St. Charles Hotel January 19, 1875, at the age of 59 years, greatly respected and regretted. Mrs. Burchell died February 21, 1877, aged 58 years.

Judge William D. Barry, who settled in St. Charles in April, 1840, was born in Sangerfield, Oneida County, Conn., made famous by General Israel Putnam of Revolutionary memory. His mother was born in Hartford, Windsor County, Vermont. His father was a blacksmith by trade but owing to his failing health his son had to look out for himself at an early age, and, in consequence, enjoy few advantages for obtaining an education. When about 19 years old he was a stage driver out of the village of Utica, New York. About 1830-31 he had some intention of adopting the medical profession and studied medicine with Dr. Cleveland. He was also for a time in state employ about the Auburn prison. In 1835 he migrated to the west and settled at Napoleon, the county seat of Henry County, Ohio. While a resident here he was a contractor on the Wabash & Erie Canal. He also practiced medicine for a short time, but not liking the business soon gave it up, and read law in the office of State Senator Bates. He was admitted to practice in the fall of 1836, and elected states attorney the same fall. In the management of his first case he was assisted by Judge Bates, whose experience was a valuable help to him. He practiced in the Ohio courts until he removed to Illinois, where he soon became a prominent and busy attorney. In 1842 or '43 he defended Taylor Driscoll, one of the famous Driscoll family of Washington Grove, Ogle County, on a serious criminal charge, at Woodstock, Mc Henry county, to which place he had taken a change of venue from Ogle County. The mob were furious and inclined to deal roughly not only with the prisoner but with his attorney, but Sheriff Hill managed to keep them at bay until he was examined and sent to Rockford for safe keeping. During his residence in St. Charles he has served three terms as judge of the county court, and during his forty-five years of residence among us has been a continuous and

prominent practitioner in the various courts in northern Illinois, both state and federal.

A number of young men have profited by his knowledge of law and passed from his unpretentious office in this city to higher schools and to honorable careers in the legal profession. Among his students have been his brothers, Alonzo H., judge of the city courts of Kane County; Charles A., a younger member of the family, now in Missouri; Captain L.A. Norton of California and T.E. Ryan of St. Charles.

Judge Barry has during his long and active life, been a working politician, from the ward and town caucus to county and district conventions, at first as a Democrat, but since 1856 as a member of the Republican party, and has probably presided over more political meetings than any man in Kane County. Though in his 77th year, he is still well preserved and vigorous, walking as erect as a man of forty years, and within the last few days has presided over county and district judicial conventions with his old time promptness and ability. During all the years of General John F. Farnsworth's congressional career he was emphatically his right hand man and firm supporter, and chiefly instrumental in securing several of the later nomination of his old friend against a tremendous pressure from other counties for a rotation of the office.

In everything that Judge Barry undertakes to do he brings distinguished ability, strong common sense and an energy and perseverance that are well nigh irresistible. In everything he is original and independent, pushing directly for his objective point with a charge like that of Anthony Wayne at the battle of the "Fall Timbers," routing his opponent before he can put himself on guard and bearing himself in a manner peculiar to Judge Barry alone. He has filled a large measure in the public eye for half a century, and when he passes from the stage of action will leave a wide break in the ranks of the old pioneers. Judge Barry has been twice married. His first wife was Eliza Seabrooks, a sister of Mrs. P.J. Burchell. His second wife was a sister of William Thom. The Thom family were from Scotland.

We have obtained some additional information concerning Elisha Freeman

1. E. Main at the river — 1940 — The Municipal building which houses city offices and the St. Charles Historical Museum was a gift to the city of St. Charles from the Col. E. J. Baker and Lester and Dellore Norris families.

2. 1st Ave. at Cedar — 1892 — Built by F. W. Alexander, with the dual purpose of electric light plant and city offices.

3. 116 Cedar Ave. — 1853 — Owned at one time by the P. J. Burchell family, before they were in the hotel business; in 1857 it became the property of Thomas Doyle, a blacksmith, who had a "smithy" directly across from the old city hall.

4. 105 N. 2nd Ave. — 1853 — Built by Orrin Webster and later became the property of the Clinton D. Wing family. Wing was in real estate and also the lumber business. He was second mayor of St. Charles from 1877-79.

5. 17 N. 2nd Ave. — 1870 — This was the home of the John Glos family. Glos was a furniture manufacturer. Later he was the first justice-of-peace at Wayne. In 1856 he was elected clerk of the circuit court and recorder of DuPage County. He died in this home in 1883. The house passed to his heirs, remaining in the family until 1937.

6. 201 Cedar Ave. — 1853 — This was the home of Thomas and Elizabeth Collins. He had his tailor shop in this house. She was the daughter of Caleb Parks an early St. Charles arrival. There is no documentation of this property ever being owned by the Nathan Dearborn family.

7. 202 Cedar Ave. — 1850 — The home of the Peter Dykeman family and his sister, Effie Duerr. Dykeman was a farmer and also one of the early night policemen of St. Charles.

8. 116 State Ave. — 1840 — Built by Nathan Dearborn, which later became the home of the Robert Marsdens (Emily Dearborn). Marsden was a tinner with David L. Zabriskie. Later Marsden had the hardware store at 1st and Main streets. This house is now owned and occupied by Dwight Jennings.

9. 202 Chestnut at North 2nd Ave. — 1850 — This property was built by Ira Minard, one of the town founders. He was also president of the Chicago, St. Charles and Mississippi Air Line Railroad. When he died in 1876, he was considered the richest man in Kane County.

10. 312 N. 2nd Ave. — 1850 — Was most likely built by the Fersons and occupied by the George Ferson family. He was another early settler of St. Charles. He was on the board of supervisors. Later this property was owned by his daughter Mrs. Emma Satterliffe. It is now being restored to its original design. (Wissel?)

11. 416 N. 2nd Ave. — 1878 — This home was built by F. W. Alexander and J. F. Elliott for Dr. and Mrs. Gillette. They were advanced in years when they built the house. Three years later, after their respective deaths, the property passed into the hands of their daughter, Sarah. Her sister, Mrs. L. C. Ward, lived just a short distance away.

12. 820 N. 5th Ave. The date of this house is unknown at this time. It was one of the homes built by Dr. H. M. Crawford, one of the early practicing physicians of St. Charles. It later became the property of his son and two daughters, who owned it at the time Lester and Dellore Norris bought the property.

13. 404 N. 5th Ave. Information concerning the date of this home is unknown at this time. During the term of office of A. A. Bennett sixth mayor of St. Charles (1891-99) it was their family home. Bennett came to St. Charles in 1883. He was owner and general manager of the National Milk Sugar Co. of St. Charles.

14. 304 State Ave. — 1853 — Bradley L. Chamberlain family home. Previous to the Civil War, he was an east side merchant. He and his son, Oscar, served in the Civil War. Both were captured and after considerable time finally managed to escape prison and return to their respective company. They were mustered out in 1865, to return to their home on the hill in St. Charles.

15. 304 Cedar Ave. — 1840 — The Bela T. Hunt family home. Made of bricks from the yard of John Penny — located where now is the Baker east side Park. This home has always remained in the family and is now owned and occupied by Miss Effie Hunt.

16. 217 Cedar Ave. — 1850 — The home of Judge W. D. Barry, who came to St. Charles in 1840. He became county judge in 1852. Many early attorneys of St. Charles read law in his office which was located in the little frame building now The Art Place. His home was owned by the Kohler family for many years.

17. 18 S. 3rd Ave. — 1837 — The Eugene A. Brownell farm home. Brownell was one of the early postmasters of St. Charles. He served in Company H, 13th Regiment Illinois Volunteers during the Civil War. After the war he became a partner with Charles A. Miller in the manufacturing of paper. The Brownell family came to St. Charles in 1850.

18. 311 Illinois Ave. — 1840 — This was the home of Dr. George W. Richards, moved from the southeast corner of 5th and Illinois avenues. A mob from Sycamore laid siege to the house on the night of the riot caused by the body snatching of a Sycamore woman by one of the students of the Franklin Medical School. The house received "minnie ball" damage which is still visible.

19. 273 S. 6th Ave. — 1851 — This home has just recently been moved to this location to make room for the new St. Mark's Lutheran Church. When the Wheelock family owned the house it was one story with a hip roof, and remained that way through the ownership of the Brown, Havilland, Mitchell, Adams and Hooker families. Robert Stewart, a son-in-law of Hooker, added the second story and north wing.

20. 309 S. 6th Ave. — 1900 — Built by F. C. Havilland and later bought by the Ray Judd family. Judd was in the cattle business on the east side of town. He had this home brick veneered in 1921.

21. 516 S. 6th Ave. — 1837 — The Leonard Howard family home, where he and his wife, Caroline, a spiritualist and friend of Mrs. Abraham Lincoln, raised a family of 14 children. He was a mason by trade and helped to erect many a wall and foundation in and around the area.

22. 601 S. 6th Ave. — 1840 — The earliest known occupant of this house was a laborer by the name of William Fulton. He lived here in the 1850s. The Gray family, very early area residents, bought this house about 1913. Frank B. Gray, the son, was a renowned architect in the Fox Valley area. The firm's name Gray, Las & Mall, designed the Baker Memorial United Methodist Church, McCormack Oil Company station, the McCormack house on Fulton Avenue and many more. Gray's sister, Elma, lived in this house until 1960 when she moved to California.

Their Last Sleep.

In the issue of THE VALLEY CHRONICLE for January 29 the death of two well known St. Charles men was noted, but there was not time to prepare a lengthy article upon them for that edition. That task, indeed, can never be performed satisfactorily, especially where the persons whose lives and records are to be touched upon have for so many years been known in a community that the memory of few living persons runs back to the time antedating their arrival.

St. Charles—and through her the county of Kane and the whole of northern Illinois—has suffered a loss inestimable in the death of two pioneers in their respective professions, and their like will probably never again be seen in the region.

HON. WILLIAM D. BARRY,

Whose death occurred at his home in this city January 27, 1902, was a native of Oneida county, New York, having been born March 28, 1809, in the region made famous during the old Indian and Revolutionary wars, within a short distance of the peaceful valley of the Mohawk. His father, John Barry, was a native of Connecticut, and his mother, Eunice (Sweet) Barry, of Vermont, the family originally being of Irish extraction. In 1823 young Barry, then but 19 years of age, was employed as a stage driver on a route leading from what was then the village of Utica, and later an attendant at the Auburn state prison. Of these early days he was always fond of speaking, and his stories of the period when the great Erie canal was under way were very interesting. When it is considered that this canal was in process of construction from 1817 to 1825, and that the event occurred within the life time of a man whom all knew so well, his loss as a prominent connecting link between the old days and the new will be more deeply felt.

In 1825, having applied himself closely and carefully to the study of medicine, Mr. Barry was licensed by the New York Medical Society and began practicing. Removing the same year to a new field at Napoleon, Henry county, Ohio, he saw a chance to better his finances by taking a contract for constructing a portion of the Wabash and Erie canal. He could not, however, renounce his plans for continuing in a professional career, and the practice of medicine not being entirely congenial, he gave it up, read law in the office of state senator Bates, was admitted to practice, and a month later was elected state's attorney of Henry county.

The "western fever" claimed him as a

enthusiasm among those who listened to his homely but earnest eloquence. He never claimed to be a polished orator, but when it became necessary to deal in hard knocks or to cause the discomfiture of opponents, his strong voice and peculiar style came to his aid with telling effect. His shots flew straight to the mark, and the man who could come out of an encounter with him with colors flying was seldom met with. An earnest Republican, he assisted greatly in nursing that party into full strength, and stood by it from the day of its birth until he had laid down the work of his life to unite with his loved ones who had gone before.

Like all men who achieve success or become prominent, Judge Barry had his enemies, but none could fail to recognize and respect his strong qualities, even as now none can refrain from mourning the departure of a figure familiar to this region for so many years. May the rugged form, worn by disease and battered by the storms of age, rest well.

1/27/92

Obits W.D. Barry and Dr. A.B. Dewolf

23 Jan 1892
Obit Isabelle Barry

Obituary.

On Tuesday morning, January 19th, 1892, at her home in this city, Isabella Thom Barry, wife of Hon. William D. Barry, died of acute pneumonia.

Mrs. Barry was born in Aberdeen, Scotland, March 18th, 1813, and came to St. Charles in 1843, where she lived with her brother William until his death. She was married to Judge Barry January 15th, 1845. Two children were born to them—Eliza J. and William T.—both of whom died in childhood. Mrs. Barry leaves surviving her, her husband and one sister—Elizabeth Thom, of Elgin, and one brother, Gilbert Thom, of LaMoille, Illinois. She was a member of the Congregational Church of St. Charles for about forty-five years and was a noble woman and kind friend and neighbor. Her word and promise were always kept. She was a conscientious woman, and was very devoted to her home. She was not what one would call a "society" woman, but preferred the quiet of her home and family; she was always glad to entertain her friends, for whom she could never do too much. She will be greatly mourned by her friends and neighbors. Those who knew her best loved her most, and will miss her counsel and encouraging words. In conversation with her but a few hours before her death she said, when she realized she must die, "Well, I am not afraid to die; I have done my duty the best I could; I guess my time has come."

The funeral was held at the house Thursday afternoon, Rev. G. H. Smith, pastor of the Congregational church in this city, conducting the services. The bereaved husband has in this his hour of affliction the sympathy of the entire community. The floral pieces were in good taste—the pillow of rest, the cross of her faith, and the crown well earned.

[Con.

Congregational church

1/19/92

NOTABLE OCCUPANTS OF THE HOME

Judge William D. Barry, already mentioned. Judge Barry is truly one of the leading historical figures in St. Charles and Kane County history. Besides his work as an able attorney, he served as Kane County Judge and had many future judges, attorneys and others who studied law in his office on Main St. As a friend of Gen. Farnsworth, and classmate of Abraham Lincoln, Judge Barry was a powerful figure during the Civil War.

Here is additional information on Judge Barry from Samuel Durant's History of Kane County:

"During his residence in St. Charles, [Judge Barry] served three terms as judge of the county court, and during his forty-five years of residence had been a continuous and prominent practitioner in the various courts in northern Illinois, both State and Federal."

"During all the years of General John F. Farnsworth's congressional career [Judge Barry] was emphatically his right-hand man and firm supporter, and was chiefly instrumental in securing several of the later nominations of his old friend against a tremendous pressure from other counties for a rotation of the office."

FREDERICK RASMUSSEN AND EDITH KOHLERT (SISTER-IN-LAW)

Frederick Rasmussen was a superintendent at the **St. Charles Milk Sugar Company**, located north of Main Street, along the Fox River. In later life, he apparently became a carpenter, according to census records. Edith Kohlert occupied this house beginning in 1942. That year she and her late father moved into the house to reside with her late sister. Edith was secretary to St. Charles Mayor I. G. Langum. She also served on the campaigns of several other mayors. She was the sister of St. Charles businessman, Henry "Cap" Kohlert, who competed in 3 Indy 500 races, started the DuPage Airport, and owned an auto dealership in St. Charles. Edith continued to reside in the home until her death in 1973. The home then was sold to the Baker United Methodist Church in 1993.

Subject: RE: Judge Barry House
From: Michael Dixon (madixon1166@gmail.com)
To: pretz@ameritech.net;
Date: Friday, November 3, 2017 10:55 AM

Good morning, Tom!

While I do not know about the Barry House, it certainly is an early St. Charles home which contributes to the historic neighborhood. In context with the neighborhood it looks to be significant for its Greek Revival style and scale. I would take exception to the statement that the stone building "lost any evidence of its original state many years ago. The limestone exterior of the Greek Revival residence has been covered by stucco..." I look out my apartment window here in Cheyenne to see the Nagle-Warren Mansion B & B which was built in 1888, using the rejected stone from the original state capitol project, the focus of my time here. It was covered with stucco to seal the deteriorating stone long ago, even before it was listed in the National Register of Historic Places. It is, of course, a grander structure than the Barry House but the stucco acts as protection for the stone. I do wish the stucco didn't happen as I have seen photos of the mansion before and it has a wonderful texture which is not there today. Maybe some day it came to uncovered.

Even with its stucco coating, the Barry House would be significant for contribution to the historic area due to its style and scale as well as its importance for its original owner.

Mike



Michael A. Dixon, FAIA/architect
HDR/Berggren Architects
Cheyenne, Wyoming
847.502.3136

The Judge Barry House

217 CEDAR AVE

Home of a Hundred Stories

Prepared by Steve Gibson – gibsonse67@gmail.com – 12/5/2024

Historians and preservationists often use the term 'witness tree' to describe trees that have survived from the past, serving as reminders of significant events. In Saint Charles, we have such trees, some even record holders in terms of their species. However, we also have homes that could be considered 'witness homes', and 217 Cedar Avenue is one of these unique dwellings, each with a story to tell.

Commonly known as the Judge Barry house, this house has witnessed history in a way that almost no other existing house does in Saint Charles. Let's start at the beginning.

Judge Barry is truly one of the leading historical figures in St. Charles and Kane County history. Born in Oneida, New York, in 1809, William was the oldest of 9 children born to John and Eunice Berry – note the different spelling of the last name. His father, John Berry, was a native of Connecticut, and his mother, Eunice (Sweet) Berry, was from Vermont, originally born in Ireland. In 1828, young Barry, nineteen years of age, was employed as a stage driver on a route leading from what was then the village of Utica and later an attendant of the Auburn state prison. History tells us that he was always fond of speaking, and his stories of the period when the great Erie Canal was underway were very interesting.

In 1835, having applied himself closely and carefully to the study of medicine, Mr. Barry was licensed by the New York Medical Society and began practicing. That same year, at Napoleon, Henry, Ohio, he saw a chance to better his finances and took a contract to construct a portion of the Wabash and Erie Canal. He could not, however, renounce his professional career, and since the practice of medicine didn't suit him, he gave it up to study law in the office of State Senator Bates. In short order, he was admitted to practice and a month later was elected state's attorney of Henry County.

The "western fever" infected him, and in 1840, he moved to St. Charles, Illinois, according to Samuel W. Durant's History of St. Charles, Illinois, Revised and Corrected, published in 1885. In 1843, he purchased land at 3rd and Cedar Avenues and built a simple two-story home just up the hill from his law office on Main Street.

He was married twice, first to Eliza Sealbrooke (who died in 1843 and is buried in St. Charles's North cemetery) and then to Isabella Thom, a native of Scotland, on January 18, 1845, in St. Charles (she is also buried in the Barry family plot at the North Cemetery). Her father, John Thom, was a soldier in the British army and a lieutenant in the famous 42nd regiment of Highlanders, the "Black Watch," with which he participated in the Battle of Waterloo. They had two children of their own: Eliza D. (named after William's first wife), born in 1846 and died in 1851, and William T., born in 1852 and died between 1860 and 1865. A later census documents the adoption of a son, Edwin Pollard, age 10, in the 1870 census (shown as "Edwin Pollard Berry"). John Lenhart resided in their house in the 1860s and later inherited the Barry home. He was

Resolutions.

At a meeting of the Kane County Bar, held at Geneva, Illinois, on May 16, 1892, the following resolutions on the death of our late esteemed townsman, Hon. William D. Barry, were read and adopted, and ordered spread upon the records of the county and circuit courts:

WHEREAS, In obedience to the immutable decree of the highest of courts, Hon. William Dennis Barry, late President of this association, ex-Judge of the county court of this county, and a practicing attorney at the bar of this circuit for more than a half century, died at his home in St. Charles on the 27th of January, 1892, aged eighty-three years, and

WHEREAS, It is eminently fitting that those who were associated with him in the professional walks of life should put upon record their verdict regarding his public career as a judge, a practicing attorney and a citizen, therefore be it

RESOLVED, By the bar of Kane county, that in the death of Hon. William D. Barry, we have been called upon to part with one who was a chief among those rugged, honest, able and manly men, who contributed so materially toward the upbuilding on correct fundamental principles of this bar; a faithful and capable public officer, a citizen who made and retained many true friends. He was just in his dealings as well as fair in his legal battles, personally distinguished at the bar of this circuit and highly respected in the community in which he lived.

RESOLVED, That these resolutions be spread upon the records of this court and the county court of this county, and that a copy, properly engrossed, be transmitted to the relatives of the deceased.

listed as a "farmer", aged 29 in the 1860 census.

Mr. Barry was an acknowledged leader as an attorney. He was always willing to take on law students. Many of those students became famous, including his younger brother Alonzo, who became a judge in Elgin, and Terence Ryan, famous in St. Charles for being helpful in many ways, including railroad negotiations, the temperance movement, and the Board of Education.

During the early years of his residence in Illinois, he conducted many hard criminal trials, among them being the defense of Taylor Driscoll of Ogle County, a member of the infamous "Banditti" gang of robbers, who shot Captain Campbell, the head of the vigilante group, the "Regulators" in cold blood in front of his family in the early to mid-1800s when horse stealing and other serious crimes were epidemic in northern Illinois. Through his efforts, Driscoll was acquitted. In 1849, Barry represented Dr. Richards of the Franklin Medical College in St. Charles. Dr. Richards was suing several people for events that occurred during the infamous "Richards Riots".

In 1851, Barry was first elected county judge of Kane County, holding the position for six years. In 1869, he returned to the office for four more years. The venerable Judge was President of the Bar Association of Kane County for many years.

Judge Barry, being an able politician and wise in all the old-time methods of political management, was also intensely patriotic. His ringing words on behalf of the country and the flag created enthusiasm among those who listened to his earnest eloquence. He never claimed to be a polished orator, but his strong voice and peculiar style had its desired effect when it became necessary to deal with hard knocks or cause opponents' discomfort. His shots flew straight to the mark, and a person seldom came out of an encounter with him with colors flying. An earnest Republican at the dawn of that party, he assisted greatly in growing that party into full strength and stood by it from the day of birth until his death. During the long service of General John F. Farnsworth in Congress, Judge Barry was one of his trusted advisers and led the great abolitionist's allies in many hard-fought campaigns. When Farnsworth left the Republican Party in 1872, Judge Barry refused to follow him and denounced his old chieftain on the stump in unmeasured terms.

Mrs. Barry died on January 19, 1892, and the judge joined her on January 27, 1892. The judge was 82.

big trophy on his mantel.

FRED RASMUSSEN FALLS FROM SCAFFOLD; IS BADLY HURT

Fred Rasmussen of 217 Cedar Ave. is at the Community Hospital, Geneva, suffering with splintered heel bones as the result of an accident last Monday morning.

Mr. Rasmussen was at work on his new filling station at First Street and Geneva Road. He was putting the finishing touches on the ceiling when a plank on which he was standing, broke and precipitated him ten feet to the cement pit below.

He was taken to his home suffering intense pain and later removed to the Community Hospital. X-Rays disclosed splintered bones in both heels.

At Judge Barry's death, the Barry home passed or was sold to John Lenhart, who then deeded the home to his daughter Jennie Lenhart upon his death in 1894. In 1898, the home was sold or transferred to Charles M. Wheeler. Census information indicates that Wheeler and his family lived in the house and even had boarders and a maid living there, as well" in the 1900 census. In the 1900 census Wheeler's occupation is listed as "capitalist." Charles Wheeler's father, Timothy, was one of the earliest settlers in the St. Charles area. Charles and his wife, Alexina, moved to Ventura, California, where they lived the rest of their lives.

In 1914, Mrs. and Mrs. Wheeler sold the home to Frederik and Agnes Rasmussen. Frederik was a supervisor at the Milk Condensing Company in downtown St. Charles. According to his sister-in-law, Edith Kohlert, Frederik was anxious to remodel the home. When he purchased it, it was just a shell of a house. He set about completely remodeling the interior, and Fred and Agnes lived in that home until Fred's death in April 1942.

Yule L. Whitmen.

Cap Kohlert Entrant at Indianapolis, His First in Ten Years

Henry ("Cap") Kohlert, St. Charles' motor sportsman, entered his Kohlert-Miller Special, in the Indianapolis races Memorial Day, and made 178 laps. Rain compelled the track managers to flag in the cars behind the four winners, and Kohlert's car came in 11th among 33 entries. There were twelve flagged in.

Kohlert entered cars in the races of 1927-28, but had not since been an entrant. He has been winner in many track events. Duke Nalon drove for him in the race this year. The car developed no mechanical trouble.

Kohlert was seriously injured while driving his own car in the Memorial Day classic in 1928.

KANE COUNTY TAX IS

Sometime after Fred's death, his wife's sister, Edith Kohlert, moved into the home. Edith was involved in politics most of her life, including acting as secretary for Mayor I. V. Langum during the Depression. After moving into 217, Edith hosted many political gatherings at the home as she worked on the campaigns of Ralph Richmond (Mayor, 1957-1961) and George Neumark (alderman and mayor of St. Charles -1961-1969) and also Mayor Ralph Richmond.

Edith was the sister of St. Charles businessman Henry "Cap" Kohlert, who piloted a military balloon in World War One, competed in 3 Indy 500 races, started the DuPage Airport, and owned an auto dealership in St. Charles.

The sisters lived together in that house until Agnes' death in 1950. Edith inherited the home and lived there until her death in 1973. At her death, the house was transferred to Edith's niece, Gloria Geske, who lived in it and sold the home to the Baker Memorial United Methodist Church in 1993.

PROPERTY DESCRIPTION

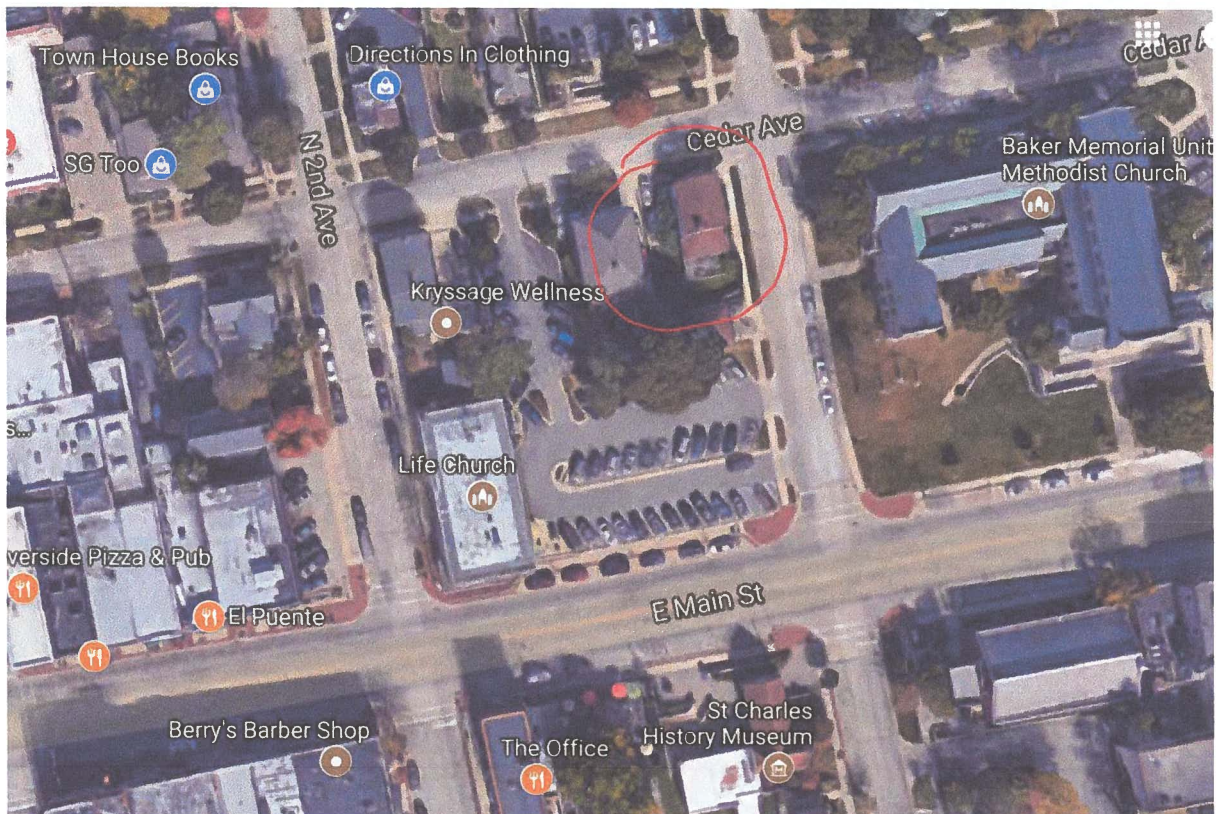
The home is a simple two-story building, oriented north and south on the lot. It appears to be stuccoed, and there is some evidence from the roof line design details that the building was designed in a Greek Revival style. The front of the building is nondescript, with a pedimented door on the first floor and evidence of a decorative fan motif in the stucco at the top of the front wall below the crest of the roof. The rear of the house includes an addition to the house on the first floor and what appears to be a door leading to the basement or lower level of the home. Sanborn maps from 1898 indicate that this addition is original to the home, although the lower-level door was on the west rear side of the building. Recent photos show deterioration in the concrete walks around the house and may be evidence that some structural repairs are necessary.

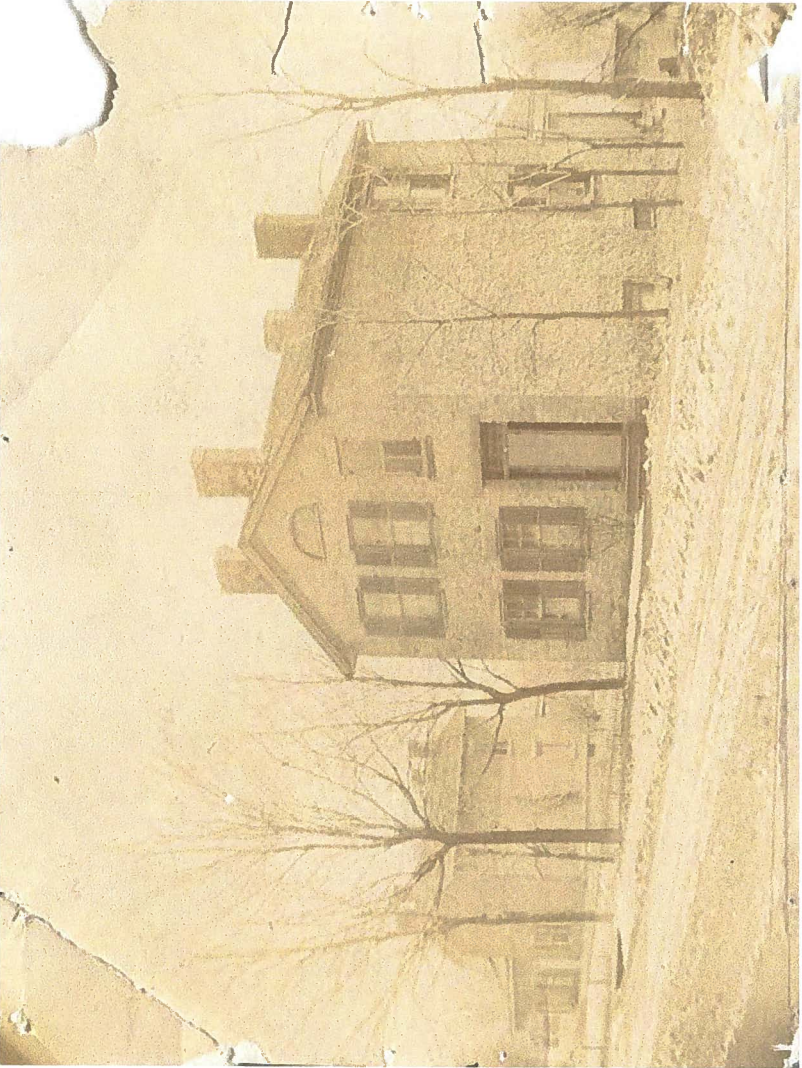
REASONS TO DECLARE THIS A HISTORICAL LANDMARK

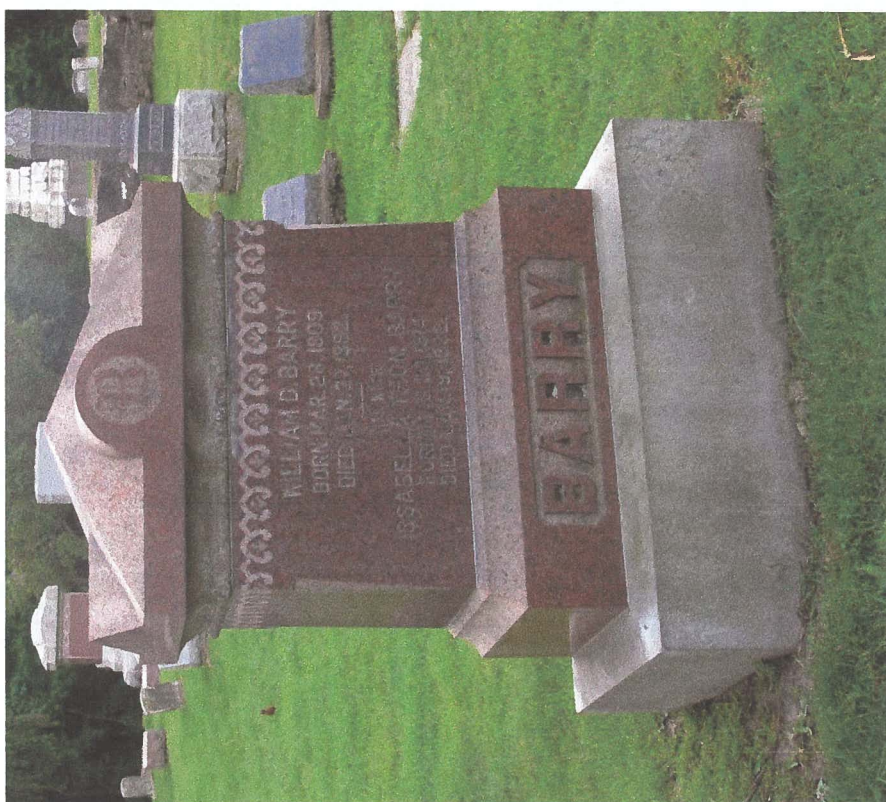
Given the depth and breadth of history that has occurred directly within the four walls of this building, as well as its location near some of the most significant early settlements of St. Charles (the Franklin homestead, the Hunt House, the Eastside Park – now Baker Memorial Park, Penny's Brickyard, the Chamberlain House, Judge Barry's Law Office), this building helps complete the story of where St. Charles came from, and why it is the city it is today.

The addition of the stories of Frederick Rasmussen and his sister-in-law, Edith Kohlert, longtime secretary and aide to some of the most beloved and honored Mayors in St. Charles history, as well as the more apocryphal linkages to Abraham Lincoln and Gen. Farnsworth, only strengthens the case that this home represents a singular opportunity to preserve the heritage of St. Charles in a way that can help make future generations of St. Charles residents understand how St. Charles developed from a shallow ford in the Fox River to the great city it is today.









In witness whereof the said party of the first part hereunto set their hands and seals
 the day and year first above written *Orin H. Graven Seal*
 sealed and delivered in presence of *Wm. M. Schell Seal*
 State of Illinois Judge, County of St. Clair. At Test: Clerk of the County Commission
 Court in and for the said County in the State aforesaid do hereby certify that *Orin H.*
Graven and *Achsch* his wife personally known to me as the same persons whose names
 are subscribed to the within And of *Edward* appeared before me this day in person
 and acknowledged that they signed sealed and delivered the said instrument of writing
 as their free and voluntary act for the uses and purposes therein set forth, and the said
Achsch wife of the said *Orin H. Graven* having been by me examined separately and
 apart and out of the hearing of her husband and the contents and meaning of the said
 instrument of writing having by me been made known and fully explained to her
 she acknowledged that she had fully and voluntarily executed the same and subscribed
 her name to the same and understood therein mentioned without compulsion of her
 husband and that she does not wish to retract the same. Given under my hand
 and seal of said Court at my office in *Springfield* in the County aforesaid this
 15th day of June A.D. 1844 *Wm. M. Schell Seal*
 This July 3rd 1844 at 2 o'clock P.M. *St. Charles Recorder*

Seal

Mineral
 to
 Wm. Barry

This indenture made this tenth day of December in the year of our Lord one
 thousand eight hundred and forty three Between *Orin Graven* and *Charles*
 his wife of *St. Clair County* and *State of Illinois* of the first part and *William H.*
Barry of *St. Clair County* and *State of Missouri* of the second part Witnesseth that
 the said parties of the first part and in consideration of the sum of one hundred
 Dollars in hand paid by the said party of the second part (the receipt whereof
 is hereby acknowledged) have granted bargain sold remised released conveyed
 and confirmed and by these presents do grant bargain sell remise release convey
 and confirm unto the said party of the second part and to his heirs and assigns
 forever all the following described lot piece or parcel of land to wit situate lying
 and being in the County of *St. Charles* and State of *Missouri* and described on the
 recorded Town Plat of the Town of *St. Charles* County and State aforesaid as
 Lot No one (1) two (2) in Block No three (3) in the said Town of *St. Charles* on
 the east side of *St. Louis* together with all and singular the hereditaments
 and appurtenances thereto belonging or in anywise appertaining and
 the reversion and reversions remainder and remainders rents issues and
 profits thereof and all the estate right title interest claim or demand
 whatsoever of the said parties of the first part either in law or equity of in
 and to the above bargain premises with the hereditaments and appurtenances
 To have and to hold the said premises above bargain and described
 with the appurtenances unto the said party of the second part his heirs and
 assigns forever And the said parties of the first part for themselves their heirs
 executors and administrators do covenant grant bargain and agree to
 and with the said party of the second part his heirs and assigns that
 at the time of the executing and delivery of these presents they are well
 seized of the premises above conveyed as of a good sure perfect absolute and
 indefeasible estate of inheritance in the law in fee simple and have good
 right full power and lawful authority to grant bargain sell and convey
 the same in law and form aforesaid And that the same are free

Mineral to Barry
 BKS-
 PG 289

and chain of all former and other grants bargains sales heirs judgments taxes assessments and incumbrances of what kind or nature never and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof the said parties of the first part shall and will warrant and forever defend in writing volume of the said parties of the first part be unto set their hands and seals the day and year first above written sealed and delivered

in presence of Ralph T. McCross, Sheriff of the County of St. Charles, State of Missouri. } Ira Minard
Sarah Minard }
State of Missouri. These Counts ss. I, Ralph T. McCross, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Ira Minard and Sarah Minard personally known to me as the same persons whose names are subscribed to the within warranted and appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the purposes therein set forth. Also the said Sarah Minard wife of the said Ira Minard having been by me examined separately and apart and out of the hearing of her husband and the contents and meaning of the said instrument of writing having by me been made known and fully explained to her she acknowledged that she had freely and voluntarily executed the same and relinquished her dower in the land and tenements therein mentioned without compulsion of her husband and that she does not wish to retract the same. Given under my hand and seal of Notary at my office in St. Charles in the County aforesaid this 11th day of December A.D. 1843.

Seal
223

Ralph T. McCross, Notary Public,
Filed August 8, 1844 at St. Charles Mo. In the State Records

Witness
To
J. A. McHenry

This Indenture made this twelfth day of December in the year of our Lord one thousand eight hundred and forty two Between Simon German and Benjamin Beyer the sons of Hans County and State of Illinois of the first part and Simon J. A. McHenry of same County and State aforesaid of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of seven hundred and eighty dollars in hand paid by the said party of the second part (the receipt whereof is hereby acknowledged) have granted bargained sold released released claimed and confirmed and by these presents do grant bargain sell release release alien and assign unto the said party of the second part and to his heirs and assigns forever all the following described lot piece or parcel of land to wit Situate lying and being in the County of same and State of Illinois and described in the Plat of the Survey of the Government of the United States as part of Section No. Eleven and Twelve in Township No. Thirty nine of North Range No. Eight (8) east of the third principal Meridian and bounded as follows to wit Commencing at the South west corner of the north East quarter of said Section No. Eleven (11) thence running East sixty two chains and Eighty six links (62.86 ch.) thence North 7 East five chains and thirty links (5.30 ch.) thence North Eighty three and a half (83.5) west seventy four chains and ninety ninety links (74.90 ch.) thence South Eleven chains and ninety links (11.90 ch.) thence East nine chains and

1844
MT &
SKA
P660

Wm. H. Barry
vs
R. Gout

This Indenture made this seventh day of August in the year
of our Lord one thousand eight hundred and forty four Between
William H Barry of the County of Kane and State of Illinois of the
one part & William R Gout of Cuyahoga County State of New York
of the other part Witnesseth that the said William H Barry for and
in consideration of the sum of three hundred Dollars \$300. to him in
hand paid by the said William R Gout the receipt whereof is
hereby acknowledged hath granted bargain and sold and
by these presents doth grant bargain sell alien and confirm
unto the said William R Gout and to his heirs and assigns forever
all that tract or parcel of land situate in the County of Kane
in the State of Illinois to wit in lots No one and two in Block No
three as recorded on the Town plat of St Charles on the east side
of Fox River and also the south east quarter of the thirty four in
Township No Forty two North of six Range six East of the third
Principal Meridian containing one hundred and sixty
acres To have and to hold the premises aforesaid with all
the privileges and appurtenances thereto belonging or in
anywise appertaining unto him the said William R Gout
and his heirs and assigns forever provided always that these
presentes are upon this express covenanted that the said William
H Barry his heirs executors administrators shall pay or cause
to be paid to the said William H Barry R Gout his heirs
executors administrators or assigns the sum of three hundred
Dollars \$300 by the seventh day of August in the Year of our
Lord one thousand eight hundred and forty six together with the
interest that may accrue thereon in manner particularly specified
in a certain note or obligation bearing even date herewith executed
by the said W. H. Barry to William R Gout then and from thence
these presents and every thing herein contained shall cease and
be void and thing herein contained to the contrary notwithstanding
In Witness whereof the said William H Barry has hereunto set his
hand and seal the day and year first above written

State of Illinois

William H Barry Seal

Harold County, I Elijah Freeman a Justice of the Peace in
and for said County on the day aforesaid do hereby certify that
William H Barry personally known to me as the same person whose
name is subscribed to the within mortgage and appeared before me
this day in person and acknowledged that he signed said
and delivered the same instrument of writing as his free and
voluntary act for the uses and purposes therein set forth Given
under my hand and seal at my office in St Charles in the
County of Kane this 8th day of August 1844

Elijah Freeman Seal

Filed August 9th 1844 at 9 a.m. Justice of the Peace

Det N. Sartor Recorder

This Indenture Witnesseth, That the Grantor,

John P. Lenhart (a widower)
of the *city of St Charles* in the County of *St Louis* and State of *Illinois*
for and in consideration of the sum of *one dollar and other good considerations* DOLLARS
in hand paid, CONVEYS and WARRANTS to

Jennie Lenhart (the Daughter of John P. Lenhart)
of the *city of St Charles* County of *St Louis* and State of *Illinois*
the following described Real Estate, to-wit:

*Lots Three (3), Four (4) and Five (5) in Block Eleven (11) of Miraval Town and
Lunt's Addition to St Charles.
Also Lots One (1), Two (2) and three (3) in Block three (3) of the original Town of
St Charles the last described lots being the same property willed to Grantor by
H. D. Barry.*

situated in the *city of St Charles* in the County of *St Louis* in the State of Illinois, hereby releasing and
waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this *24th* day of *December* A. D., 189*4*.

Signed, Sealed and Delivered in Presence of

Witness

J. E. Ryan

H. M. Bradford M. D.

John P. Lenhart



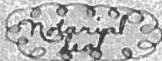
STATE OF ILLINOIS,

County of *St Louis*

J. E. Ryan Notary Public

in and for said County in the State aforesaid, DO HEREBY CERTIFY, that

John P. Lenhart (a widower)



personally knows *John P. Lenhart* whose name *is* subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as *his* free and voluntary
act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and notarial seal this *24th* day of *December* A. D., 189*4*.

J. E. Ryan

Notary Public

No. *15672* Filed for Record this

7

day of

Jan.

A. D., 189*5*

at *2:15*

o'clock

P.

M.

Joseph Ingham

RECORDER
M. D.

1894
WD
Lenhart
TO
Lenhart
BK 346
PG 115

This Indenture Witnesseth, That the Grantor, Jennie Leachart (Single)

of the City of St Charles in the County of St Louis and State of Missouri
for and in consideration of the sum of Five Hundred (500)
in hand paid, CONVEY and WARRANT to _____ DOLLARS

Charles M. Wheeler

of the City of St Charles County of Worce and State of Illinois
the following described Real Estate, to-wit:

lots number one (1) two (2) & three (3) of Block number three (4) of the Original Town (now city) of St Charles, Mo. All referred to the East Side of the River.

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of Homestead Exemption Laws of this State.

Dated this 3 day of June A. D. 1897.

~~Signed, Sealed and Delivered in Presence of~~

4. 1. 1999

ന.ദ.ദീനമല

Geranium robertianum



STATE OF ILLINOIS.

1. H. H. Rodenhaver

Notary Public

in and for said County, in the State aforesaid, do HEREBY CERTIFY, that

Arthur K. Kohn

personally known to me to be the same person ^{whose} name _____ subscribed to the foregoing instrument, appeared before

... to be given and acknowledged shall be signed, sealed and delivered by the said instrument as

act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead

Given under my hand and Official seal, this 3 day of June

H. H. Rodenhaver

Notary Public

that his term of office commenced on the
 sixth day of June A.D. 1897, ^{his} will expire on the sixth day of
 June A.D. 1901, and that all official acts as such are entitled to full
 faith and credit. Witness my hand & seal at Somerset Pa. this 27 day
 of Sept 1897. James M. Cover, Clerk of Orphans Court. *(Seal)*

No. 34827 Filed for Record this 9th day of June A. D. 1898, at 9 o'clock A. M.

Frank E. George RECORDER

1914
WD
WHEELER
TO
RASMUSSEN
BK 574
PG 207

This Indenture Witnesseth, that the Grantor-, Charles M. Wheeler and Lexie Wheeler, his wife,

of the City of Santa Paula in the County of Ventura and State of California
for and in consideration of ~~Twenty One Hundred~~ Twenty One Hundred DOLLARS
in hand paid, CONVEY and WARRANT to

Frederick Rasmussen and Agnes M. Rasmussen, his wife,

of the City of St. Charles County of Kane and State of Illinois, as joint tenants, but
not as tenants in common
the following described Real Estate, to wit:

Lots one (1) and two (2) Block three (3) Original Town, new City of St. Charles, Illinois.

situated in the County of Kane in the State of Illinois, hereby releasing and waiving all rights
under and by virtue of the Homestead Exemption Laws of the State of Illinois. To have and to hold the above
premises with the appurtenances thereto unto the said grantees, and to the survivor of them and to
the heirs and assigns of such survivor forever, in joint tenancy, but not in tenancy in common. Gran-
tees assume and agree to pay taxes for the year 1914, payable in 1915 and all unpaid installments of
special assessments on said premises.

Dated this 18th day of May A. D. 1914.

Signed, Sealed and Delivered in the Presence of

Charles M. Wheeler
Lexie Wheeler



CALIFORNIA
STATE OF ILLINOIS } ss
County of Ventura

I, Arthur H. Blanchard a Notary Public
said County, in the State aforesaid, DO HEREBY CERTIFY, That

residing in
in and for and/

Arthur H. Blanchard
Notary Public
Ventura Co. Cal.

Charles M. Wheeler and Lexie Wheeler, his wife, who are,

personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered said instrument as their free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and Notarial Seal, this 23rd. day of May A. D. 1914.

Arthur H. Blanchard,
Notary Public.

My commission expires Mar. 26, 1918.

No. 139919 Filed for record this 2nd. day of June A. D. 1914 at 1 o'clock P. M.
Frank E. George Recorder

WARRANTY DEED
Illinois Statutory
(Individual to Corporation)

THE GRANTOR, GLORIA M. KOHLERT, married to EDWARD D. GESKE, of the City of St. Charles, County of Kane, State of Illinois, for and in consideration of TEN AND NO/100'S DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, CONVEYS AND WARRANTS to THE BAKER MEMORIAL UNITED METHODIST CHURCH ST. CHARLES, ILLINOIS, a corporation created and existing under and by virtue of the Laws of the State of Illinois having its principal office at 307 Cedar Avenue, St. Charles, Illinois, the following described Real Estate situated in the County of Kane in the State of Illinois, to wit:

OF
LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

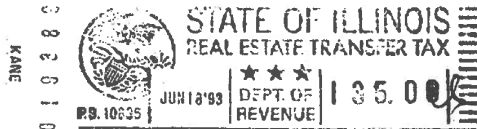
SUBJECT TO: General real estate taxes accrued, but not yet payable at the time of closing; special assessments confirmed after this Contract dated April 7, 1993; building set-back lines and use or occupancy restrictions, covenants, conditions and restrictions on record provided they are not violated nor contain a reverter or the right of re-entry; zoning laws and ordinances; easements for public utilities provided they do not underlie existing improvements except fences and portable sheds; drainage ditches, feeders, laterals and drain tile pipe or other conduit.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index No. 09-27-387-004

Address of Real Estate: 217 Cedar Avenue, St. Charles, Illinois 60174

DATED this 15th day of June, 1993.

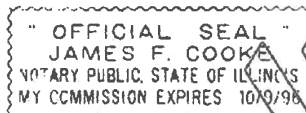


Gloria M. Kohlert
GLORIA M. KOHLERT,
n/k/a GLORIA M. GESKE
Edward D. Geske
EDWARD D. GESKE

State of Illinois)
County of Kane) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria M. Kohlert, n/k/a Gloria M. Geske and Edward D. Geske, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of June, 1993.



James F. Cooke
Notary Public

This instrument was prepared by: Attorney James F. Cooke, 102 W. Illinois, St. Charles, Illinois 60174

MAIL TO:

Bonnie L. Thompson
273 E. Chicago St.
Elgin, IL 60120

SEND SUBSEQUENT TAX BILLS TO:

The Baker Memorial United Methodist Church
MAIN STREET AT
FOURTH AVENUE
St. Charles, IL 60174

0608 0670
93K44198

FILED FOR RECORD
KANE COUNTY, ILL.
JUN 18 AM 11:00

County Tax \$5.79
\$ paid

ADVANCED TITLE SERVICES, INC.
102 W. Illinois Street
St. Charles, IL 60174
\$5.00

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MEMORIAL

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Rev 0500

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15.00

2026K005135

SANDY WEGMAN

RECORDER - KANE COUNTY, IL

RECORDED: 2/6/2026 2:29 PM

REC FEE: 81.00 RHSPS: 18.00

STATE TAX: 525.00

COUNTY TAX: 262.50

PAGES: 2

Chicago Title Insurance Company

**Warranty Deed
ILLINOIS STATUTORY**

Chicago Title Insurance Co.
1795 West State Street
Geneva, Illinois 60134

*26 and 27614390
doba*

THE GRANTOR(S), The Baker Memorial United Methodist Church, an Illinois Corporation, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to Geneva Heights LLC, an Illinois limited liability company, all interest in the following described Real Estate situated in the County of Kane in the State of Illinois, to wit:

PARCEL 1:

LOT 2 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

SUBJECT TO: (a) General real estate taxes for the year 2023 and subsequent years; (b) covenants, conditions and restrictions of record; (c) building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the property; (d) Lease Agreement for Parking Lot dated June 4, 2007 (affects the westerly 5 feet of Lot 2); hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 09-27-387-003-0000 and 09-27-387-004-0000

Address of Real Estate: 215 & 217 Cedar Avenue, St. Charles, IL 60174

2026

WD

*BAKER
CHURCH
TO*

*GENEVA
HEIGHTS
LLC*

Dated this 6th day of February, 2026.



The Baker Memorial United Methodist Church

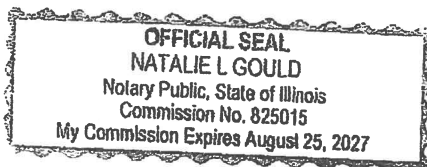
By: Michael D. Millette

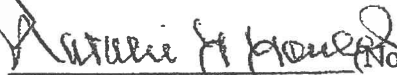
Its: Pres, Board & Trustees

STATE OF ILLINOIS, COUNTY OF KANE ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Michael D. Millette as Pres, Board & Trustees of The Baker Memorial United Methodist Church, an Illinois Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 6th day of February, 2026.



 (Notary Public)

Prepared By: Attorney John J. Hoscheit
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 E. Main Street, Suite G
St. Charles, Illinois 60174-2203

Mail To:

Attorney R. Gregory Earl III
Earl Nelson Company Limited
309 Hamilton Street, Suite B
Geneva, IL 60134

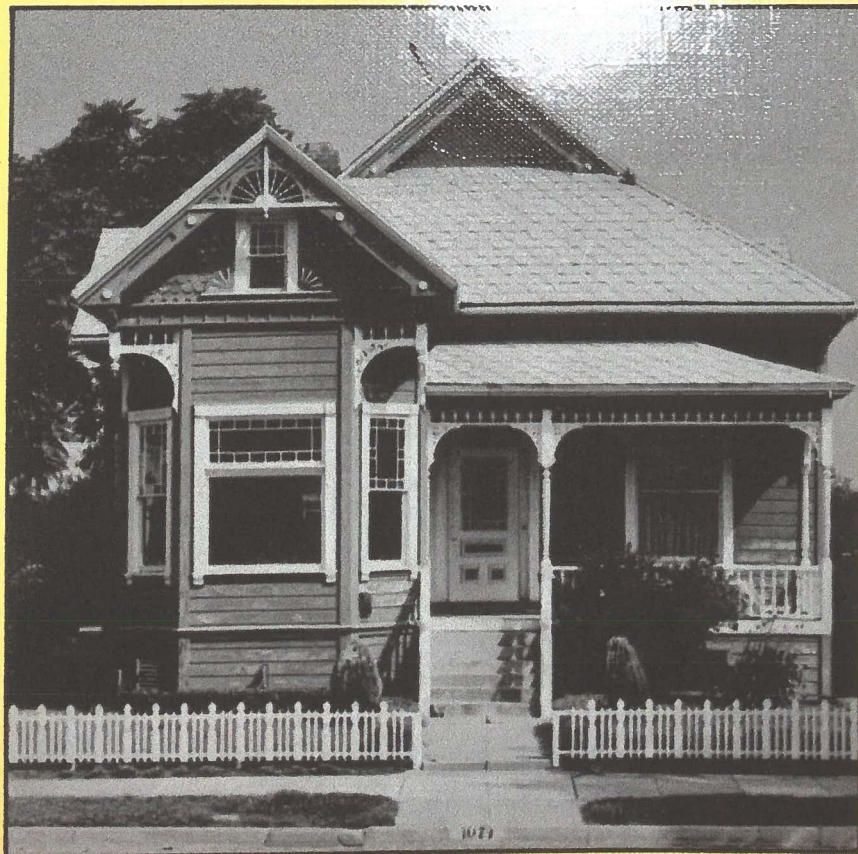
Name & Address of Taxpayer:

Grantee's Address:

Geneva Heights LLC
521 Illinois Avenue
St. Charles, IL 60174

A FIELD GUIDE TO AMERICAN HOUSES

THE GUIDE THAT ENABLES YOU TO IDENTIFY, AND PLACE IN THEIR HISTORIC AND ARCHITECTURAL CONTEXTS, THE HOUSES YOU SEE IN YOUR NEIGHBORHOOD OR IN YOUR TRAVELS ACROSS AMERICA—HOUSES BUILT FOR AMERICAN FAMILIES (RICH, POOR, AND IN-BETWEEN), IN CITY AND COUNTRYSIDE, FROM THE 17TH CENTURY TO THE PRESENT



VIRGINIA & LEE MCALESTER

ROMANTIC HOUSES
Greek Revival
1825-1860

IDENTIFYING FEATURES

Gabled or hipped roof of low pitch; cornice line of main roof and porch roofs emphasized with wide band of trim (this represents the classical entablature and is usually divided into two parts: the frieze above and architrave below); most have porches (either entry or full-width) supported by prominent square or rounded columns, typically of Doric style; front door surrounded by narrow sidelights and a rectangular line of transom lights above, door and lights usually incorporated into more elaborate door surround.

PRINCIPAL SUBTYPES

Six principal subtypes can be distinguished on the basis of porch and roof configurations:

ENTRY PORCH LESS THAN FULL HEIGHT, OR ABSENT—About 20 percent of Greek Revival houses have small entry porches which do not extend the full height of the facade. In some examples the entry porch is recessed *into* the facade. About 5 percent lack porches altogether.

FULL-HEIGHT ENTRY PORCH—This subtype has a dominant central porch extending the full *height*, but less than the full *width*, of the facade; it thus resembles the Early Classical Revival style from which the Greek Revival sprang. The Greek Revival version can usually be distinguished from its predecessor by the typical band of cornice trim and the rectangular lights, rather than a curving fanlight, over the entrance. As in the earlier style, many Greek Revival examples have a traditional classical pediment above the entry porch. In contrast to the earlier style, however, many Greek examples have flat-roofed entry porches. As in the entry porch less than full height, this type of entry porch also occurs recessed *into* the facade. About one-fourth of Greek Revival houses are of this subtype; like Early Classical Revival houses, these are most common in the southern states.

FULL-FACADE PORCH—In this configuration, the colonnaded porch occupies the full width and height of the facade. No pediment occurs above the porch, which is covered either by the main roof or, less commonly, by a flat or shed-style extension from it. In a few examples, the full-facade porch also extends around one or both sides of the house. This subtype makes up about one-fourth of Greek Revival houses. Like the preceding type, it is most common in the southern states.

FRONT-GABLED ROOF—All of the preceding subtypes have side-gabled or hipped roofs. In

this subtype the gable end is turned 90 degrees to make the principal facade. In some high-style examples a full-width, colonnaded porch is present beneath the front gable, giving the house the appearance of a miniature Greek temple with its traditional classical pediment. Smaller entry porches are common on vernacular examples. This subtype is more common in the northeastern and midwestern states.

GABLE FRONT AND WING—In this subtype a front-gabled roof, as in the type just described, has a side wing (less commonly two wings) added; these are typically lower than the dominant front-gabled portion. This subtype rarely occurs outside of the northeastern states and is particularly common in western New York and Ohio.

TOWN HOUSE—A sixth subtype consists of narrow urban houses with Greek Revival detailing. These occur both with and without porches. They are most common in those port cities of the Atlantic and Gulf coasts that were expanding in the decades from 1830 to 1860. These include Boston; New York; Philadelphia; Washington; Richmond, Virginia; Savannah, Georgia; Mobile, Alabama; New Orleans, Louisiana; and Galveston, Texas.

VARIANTS AND DETAILS

The principal areas of elaboration in Greek Revival houses are cornice lines, doorways, porch-support columns, and windows:

CORNICE LINES—The wide band of trim beneath the cornice of both the main roof and the porch roofs is an almost universal feature of Greek Revival houses. Commonly the band is made up of undecorated boards, but complex incised decorations also occur. In gabled houses the trim band may be variously treated along the gabled walls. Post-1850 examples, particularly in the South, often have Italianate brackets added at the cornice line.

DOORWAYS—As in the preceding Georgian, Adam, and Early Classical Revival styles, elaborated door surrounds are a dominant feature of Greek Revival houses. The door itself is either single or paired and is most frequently divided into one, two, or four panels. The door is usually surrounded on sides and top by a narrow band of rectangular panes of glass held in a delicate, decorative frame. Door and glazed surround, in turn, are usually encased in a larger decorative enframing of wood or masonry. Not uncommonly door and glass are recessed behind the front wall, thus creating complex three-dimensional effects; free-standing columns are sometimes added to the inset portion.

COLUMNS—Classical columns for the support of porch roofs are a prominent feature of most Greek Revival houses. In some examples they dominate the entire facade; others retain only smaller entry porch columns. Although many Greek Revival houses have "correct" Greek columns, many also have Roman details; still more have vernacular adaptations with *no* clear classical precedent. The following guide to Classical Column Identification must therefore be used in combination with other typical features when identifying Greek Revival houses:

Classical columns are distinguished principally by their capitals (tops) and bases. Both Greek and Roman columns share three principal types of capitals which define the three familiar orders of classical architecture: Doric (plain capitals), Ionic (capitals with scroll-like spirals called volutes), and Corinthian (capitals shaped like inverted bells decorated with leaves). All three types are found in Greek Revival houses, as well as in most

other classically influenced American styles. Greek and Roman examples of these three orders are distinguished by subtle differences in either the capitals or bases.

All columns of classical antiquity were round, as are many Greek Revival columns. Vernacular Greek Revival houses, on the other hand, commonly have *square* (and occasionally octagonal) columns, which were simple and inexpensive to construct from boards and moldings. Such columns generally lack classical capitals. About 40 percent of columns found on Greek Revival houses are square; the remaining 60 percent include about 40 percent Doric, 15 percent Ionic, and 5 percent Corinthian. Note that the Greek Doric column has no base, while the Roman version does. This distinction frequently will distinguish Greek Revival Doric columns from the Roman Doric columns of the Early Classical Revival. Note, however, that many Greek Revival houses retained Roman columns, particularly in the southern states, so that column type alone is seldom sufficient to identify the style.

Pilasters are also frequent Greek Revival features. They are most commonly used on the corners of frame houses but are occasionally found across the entire facade in lieu of free-standing columns.

WINDOWS—As in the preceding Adam style, Greek Revival window sashes most commonly had six-pane glazing. The rounded, three-part Palladian windows of Adam houses disappeared, to be replaced only occasionally by rectangular, tripartite examples. Small frieze-band windows, set into the wide trim beneath the cornice, are frequent. These are often covered with an iron or wooden grate fashioned into a decorative Greek pattern. Window surrounds were generally far less elaborate than doorways.

OCCURRENCE

Greek Revival was the dominant style of American domestic architecture during the interval from about 1830 to 1850 (to 1860 in the Gulf Coast states) during which its popularity led it to be called the National Style. It occurs in all areas settled by 1860, as noted on the map, and especially flourished in those regions that were being rapidly settled in the decades of the 1830s, '40s, and '50s. The style moved with the settlers from the older states as they crossed into Kentucky, Tennessee, and the Old Northwest Territory (today's Midwest). It followed the southern planters as they moved westward from the Old South into Alabama, Mississippi, and Louisiana. It even arrived on the west coast, sometimes disassembled into packages and shipped by way of Cape Horn! Each of the principal subtypes of the style shows geographic differences in frequency of occurrence, as noted above and in the maps.

Not surprisingly, the largest surviving concentrations of Greek Revival houses are found today in those states with the largest population growth during the period from 1820 to 1860. These are, in descending order of growth: New York, Pennsylvania, Ohio, Illinois, Virginia, Massachusetts, Indiana, Missouri, Tennessee, Alabama, Wisconsin, Georgia, Mississippi, Michigan, Texas, Kentucky, and Louisiana. New York gained about 2½ million persons during the interval while Louisiana gained about ½ million.

COMMENTS

The final years of the 18th century brought an increasing interest in classical buildings to both the United States and western Europe. This was first based on Roman models (see the Early Classical Revival chapter), but archeological investigation in the early 19th

century emphasized Greece as the Mother of Rome which, in turn, shifted interest to Grecian models. Two additional factors enhanced Greek influence in this country. Greece's involvement in a war for independence (1821-30) aroused much sympathy in the newly independent United States; at the same time, the War of 1812 diminished American affection for British influence, including the still dominant Adam style in domestic architecture.

The Greek Revival began and ended in this country with public buildings built in Philadelphia. Among the first examples was the Bank of the United States (1818, William Strickland), and one of the last monuments was the Ridgeway Branch of the Philadelphia Library (1870, Addison and Hutton). Most domestic examples date from the period from 1830 to 1860. Among the earliest was a Greek remodeling of the Custis-Lee house in Arlington, Virginia, completed in 1820. The style was spread by carpenter's guides and pattern books, the most influential of which were written by Asher Benjamin (*The Practical House Carpenter; The Builder's Guide*) and Minard Lafever (*The Modern Builder's Guide; The Beauties of Modern Architecture*).

In addition to these guides for local carpenter-builders, there were a growing number of trained architects in America, some educated abroad, who designed high-style buildings in the fashionable Grecian mode. Among the most prominent were Benjamin H. Latrobe and his pupils Robert Mills and William Strickland; Strickland's own pupils Thomas U. Walter and Gideon Shryock; Ithiel Town, Alexander Jackson Davis (early work), John Haviland, Alexander Parris, and Isaiah Rogers.

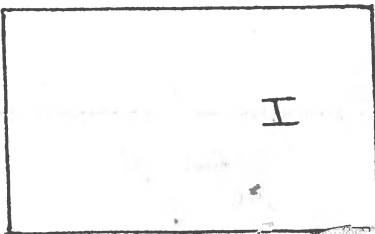
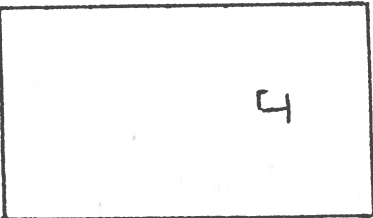
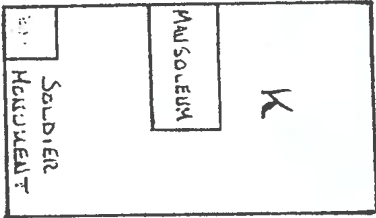
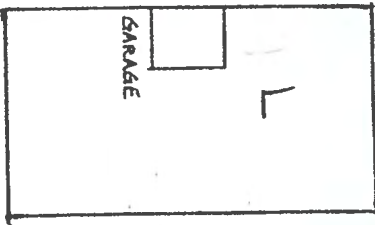
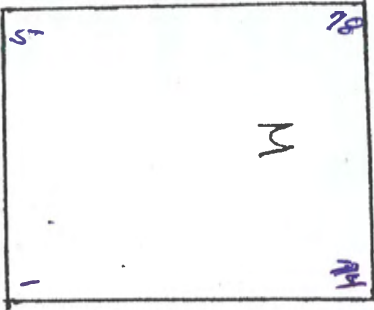
One of the most familiar stereotypes in American architecture is the full-colonnaded Greek Revival mansion of the southern states. In this century these are sometimes called Southern Colonial houses, a historical inaccuracy since most were built long after American independence. This particular Greek Revival subtype does, however, have a little recognized colonial background, for it sprang, at least in part, from French colonial building practices. Early in their colonial expansions both the French and English appended broad living porches, a rarity in Europe, to houses built in tropical regions. The origins of these large *galeries* or verandahs are obscure, yet they appear wherever British or French colonists encountered warm climates, including the West Indies, Africa, India, and Australia. In the United States, most were built by the French in subtropical Louisiana. With the waning of French influence after the Louisiana Purchase in 1803, these forms slowly evolved in the Gulf Coast states into the full colonnaded Greek Revival form now sometimes known as Southern Colonial.

The decline of Greek Revival influence was gradual. In the more fashion-conscious urban centers of the Atlantic seaboard it began to be replaced by the Gothic Revival and Italianate movements in the 1840s. In the interior states, and in rural areas everywhere, it remained a dominant style for domestic buildings until the early 1860s.

An important and enduring legacy of the Greek Revival to American domestic architecture is the front-gabled house. Popularized during the ascendancy of the Greek Revival style in the early 19th century, this became the predominant form for detached urban houses in cities of the Northeast and Midwest until well into the 20th century. There it occurs in unadorned folk versions, as well as in styled Gothic, Italianate, Queen Anne, and Shingle houses. In rural areas, the form of Greek Revival known as gable front and wing likewise remained a popular form for folk houses until the 1930s.

Church

ENTRANCE



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ENTRANCE

NORTH CEMETERY

Route 25

ENTRANCE

047 72

BARRY

wife of
John Barry

Daughter
of Alonzo
Barry
& Catherine

Sec. M

NORTH

Lot No. 14-19

Page #18-M

ST. CHARLES TOWNSHIP CEMETERIES

Hazelhurst - Barry

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 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Recommendation to Approve a Resolution Authorizing the Execution of a Statement of Interest for a Partnership with the St. Charles Park District for the Redevelopment of the Former Police Department Site	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Committee of the Whole		Date: July 6, 2026	
Proposed Cost: \$ 0		Budgeted Amount: \$ N/A	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain): The City has completed both the feasibility study and an extensive public engagement process for the redevelopment of the former Police Department site. The next step is to transform that vision into reality, beginning with a concept site planning process. This resolution approves a non-binding Statement of Interest that: • Confirms the City's determination that Programmed Open Space represents the highest and best use of the former Police Department site. • Expresses the City's interest in partnering with the St. Charles Park District to plan, develop, and implement the redevelopment of the former Police Department site. • Establishes City Council's vision and identifies the site amenities, features, and design elements to be explored during the planning process. • Provides direction to staff regarding the planning process, including the preparation of three initial conceptual site plans, which should be accompanied by preliminary programming outline, and construction cost estimates. The statement of interest also establishes that the City will hold special City Council meetings to discuss the redevelopment of the site, however standard Committee of the Whole meeting may be utilized for small discussion items or updates. Staff is aiming to start the discussion in August. It is important to note that because of the partnership with the Park District, they also have their own evaluation and approval discussion that will run concurrently with the City's. The Park District has been notified of the Statement of Interest and plans to discuss at the July 14 Park Board meeting. All current materials and information regarding the site including the Engagement Summary and Feasibility Study are available on the City's website at: https://www.stcharlesil.gov/Government/Projects/Downtown-Riverfront-Property			
Attachments (please list): Statement of Interest for a Partnership with the St. Charles Park District for the Redevelopment of the Former Police Department Site			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve a Resolution Authorizing the Execution of a Statement of Interest for a Partnership with the St. Charles Park District for the Redevelopment of the Former Police Department Site			

City of St. Charles, Illinois

Resolution No. 2026-_____

A Resolution Authorizing the Execution of a Statement of Interest for a Partnership with the St. Charles Park District for the Redevelopment of the Former Police Department Site

**Presented & Passed by the
City Council on July 20, 2026**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Statement of Interest, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois this 20th day of July, 2026.

PASSED by the City Council of the City of St. Charles, Illinois this 20th day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois this 20th day of July, 2026.

Clint Hull, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Exhibit “A”

Statement of Interest - Redevelopment of the former Police Department Site

Statement of Interest Redevelopment of the former Police Department Site

This is a statement of interest that outlines the City of St. Charles City Council vision and action plan in the pursue of redevelopment of the former Police Department site located at 10 State Ave in downtown St. Charles.

SECTION 1: Direction and Intent for Redevelopment of the former Police Department Site

1. WHEREAS, The City of St. Charles City Council has determined that the highest and best use of the site is Programmed Open Space, with the understanding that programmed open space can mean many different things and include many different amenities.
2. WHEREAS, the City of St. Charles desires to explore redevelopment concepts for the site that are consistent with the vision, constraints, and recommendations established in the 2025 Downtown Site Feasibility Study and the 2026 St. Charles Police Department Site Redevelopment Engagement Summary Report.
3. WHEREAS, the City of St. Charles seeks to partner and collaborate with the St. Charles Park District in the planning, implementation and annual programming of the programmed open space at the former Police Department site. The City acknowledges that a proposed partnership includes input and approval from the Park District Board.
4. WHEREAS, the primary use of the site will be programmed public open space that that aligns with the mission of the Park District, serves as a community amenity for the residents of St. Charles while also functioning as a destination that attracts visitors, generates commerce, and supports the vitality of business community.

SECTION 2: Planning and Design Process

1. WHEREAS, the City Council has conducted preliminary discussions regarding the site's opportunities, potential amenities, and development constraints, and desires that City staff collaborate with the St. Charles Park District to further evaluate the site's design, programming, and implementation, consistent with the priorities and direction outlined in Section 3 of this Statement of Interest.
2. WHEREAS, the City Council shall periodically hold special workshop meetings to review, evaluate, and discuss conceptual site plans, design alternatives, programming, and implementation options throughout the planning process. The City Council further acknowledges that the St. Charles Park District Board will review the same information and provide feedback to City and Park District staff

to help refine the redevelopment plan. Feedback and recommendations from both governing bodies shall be shared throughout the planning process to promote a coordinated and collaborative redevelopment effort.

3. WHEREAS, the City Council requests that City and Park District staff prepare a minimum of three conceptual site plans for Council review. The conceptual plans shall be presented to City Council for discussion and constructive feedback, after which staff shall refine and resubmit the preferred concepts as appropriate.
4. WHEREAS, once a preferred conceptual site plan has been identified by City Council and the Park District staffs shall prepare conceptual renderings to illustrate the proposed design, character, and key features of the site for City Council review.
5. WHEREAS, a preliminary programming and operations plan shall be included with each conceptual site plan, identifying the anticipated programming, the entity responsible for managing and maintaining the site, and how the site will be operated, monitored, and activated over time.
6. WHEREAS, throughout the planning process, City and Park District staff shall, to the best of their ability, provide preliminary construction cost estimates for each conceptual site plan to assist City Council in evaluating the feasibility, financial implications, and relative costs of the proposed concepts.
7. WHEREAS, the City Council acknowledges that conceptual site plans are not final designs and engineering needs to be conducted, which means modifications to the site plans may be necessary and may impact overall project costs.

SECTION 3: Site Design Considerations

1. WHEREAS, the City Council desires to explore a variety of conceptual site plans that incorporate the amenities identified below, recognizing that no single concept is expected to include every listed amenity and is open input from the Park District Board and staff:
 - a. Skate ribbon
 - b. Small bandshell
 - c. Small shops concept
 - d. Space specifically designed to accommodate farmers markets or similar events
 - e. Some passive space and seating nodes that provide opportunities for residents and visitors, including youth, to gather, socialize, and relax.

2. WHEREAS, other smaller amenities should be incorporated into the site such as but not all and including but limited to the following:
 - a. Public restrooms
 - b. Art installations
 - c. Food truck hookup sites
 - d. Lawn games
 - e. Fire pits/warming Shelter
3. WHEREAS, the City Council recognizes the importance of preserving adequate public parking while remaining supportive of exploring conceptual site plans that expand programmed open space into portions of the existing parking lot, provided reasonable efforts are made to mitigate, replace, or otherwise accommodate any loss of parking.
4. WHEREAS, the City Council is supportive of retaining and incorporating the one-story western portion of the existing building, commonly referred to as the "1980s Building," into the overall site design. Adaptive reuse of the building should be explored, with consideration given to accommodating one or more of the following uses:
 - a. Park District Support Facility
 - b. Public Restrooms
 - c. Multi-purpose room (Community Classroom, Art Gallery)
 - d. Visitor Center
 - e. Museum
 - f. Restaurant
5. WHEREAS, the former Police Department site contains two significant cultural features, the Ekwabet Statue and the Freedom Shrine. The City Council desires that the Ekwabet Statue remain in its current location and be preserved without disturbance. The Freedom Shrine shall also be preserved and enhanced.

SECTION 4: Other Miscellaneous Points

1. WHEREAS, the City Council recognizes the need to repair or replace the existing seawall along the Fox River and desires that this work be evaluated and, where feasible, coordinated as part of the redevelopment of the former Police Department site.
2. WHEREAS, the City Council recognizes that, because the site is envisioned as primarily or entirely public open space, its redevelopment will require public funding.
3. WHEREAS, the City Council acknowledges that eligibility for certain grant opportunities may require the City to enter into a long-term lease or sale

agreement for portions of the site. The City Council further acknowledges that many grant programs require a public engagement process following the selection of a preferred conceptual site plan.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to Approve a Resolution Authorizing the Execution of a Proposal with SB Friedman for Seventh Street Commons – Tax Increment Financing District Designation Support	
	Presenter:	Derek Conley, Deputy City Administrator	
Meeting: Committee of the Whole Date: July 6, 2026			
Proposed Cost: \$ 35,910		Budgeted Amount: \$ 35,910	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain): <u>Background</u> The City of St. Charles has received a concept plan application from Pulte Homes to build twelve townhomes and ninety-three single family homes on the 28-acre former Applied Composites site located north of State Street and south of the abandoned Union Pacific rail line. The City has planned for the site to be redeveloped for residential use, and a previous plan known as Lexington Club was approved in 2013 and then later revised and presented in 2015 for the same site. A TIF District was established around the same time to provide financial assistance to overcome extraordinary costs associated with the property. Ultimately, the original TIF incentive for Lexington Club was deemed insufficient by the developers and the TIF was terminated in 2022. The property is impacted by environmental contamination, contains subgrade structures that must be removed, and is encumbered by City-owned electrical infrastructure that needs to be relocated. These site constraints have contributed to the property remaining vacant and underutilized since its last industrial use ceased in the early 2000s. Aerial photos of the site have been included as EXHIBIT A. <u>TIF Proposal</u> Pulte Homes is requesting financial assistance to help offset extraordinary redevelopment costs, specifically the relocation of existing City-owned electric distribution lines that traverse the property. The financial request is expected to be under \$3 million. Staff have engaged with consultant group SB Friedman to provide services to determine TIF eligibility, prepare a redevelopment plan, and provide designation support for the potential TIF District, referred to as Seventh Street Commons TIF District, for a total estimated amount of \$35,910. Entering into the contract with SB Friedman does not commit the City to the creation of the TIF District.			
Attachments (please list): - Seventh Street Commons TIF Proposal - Aerial Photos			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve a Resolution Authorizing the Execution of a Proposal with SB Friedman for Seventh Street Commons – Tax Increment Financing District Designation Support.			

City of St. Charles, Illinois

Resolution No. 2026-_____

**A Resolution Authorizing the Execution of a Proposal for Services
between the City of St. Charles and SB Friedman Development Advisors,
LLC for Seventh Street Commons – Tax Increment Financing District
Designation Support**

**Presented & Passed by the
City Council on July 20, 2026**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “B”, by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois this 20th day of July, 2026.

PASSED by the City Council of the City of St. Charles, Illinois this 20th day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois this 20th day of July, 2026.

Clint Hull, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Exhibit "A"
Aerial Photos





Exhibit “B”

Proposal between the City of St. Charles and SB Friedman Development Advisors, LLC
for Seventh Street Commons – Tax Increment Financing District Designation Support

June 22, 2026

Derek Conley
Director of Economic Development
2 E. Main Street
St. Charles, IL 60174-1984

Proposal: Seventh Street Commons - TIF District Designation Support

Dear Mr. Conley,

Pursuant to our recent discussions, SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the City of St. Charles (the "City") to provide tax increment financing ("TIF") consulting services related to a proposed TIF district. This letter outlines our proposed scope of services, timeframe and fees to determine the eligibility of a potential TIF district and, pending confirmation of eligibility, to prepare a redevelopment plan and provide designation support for the TIF district.

Background and Approach

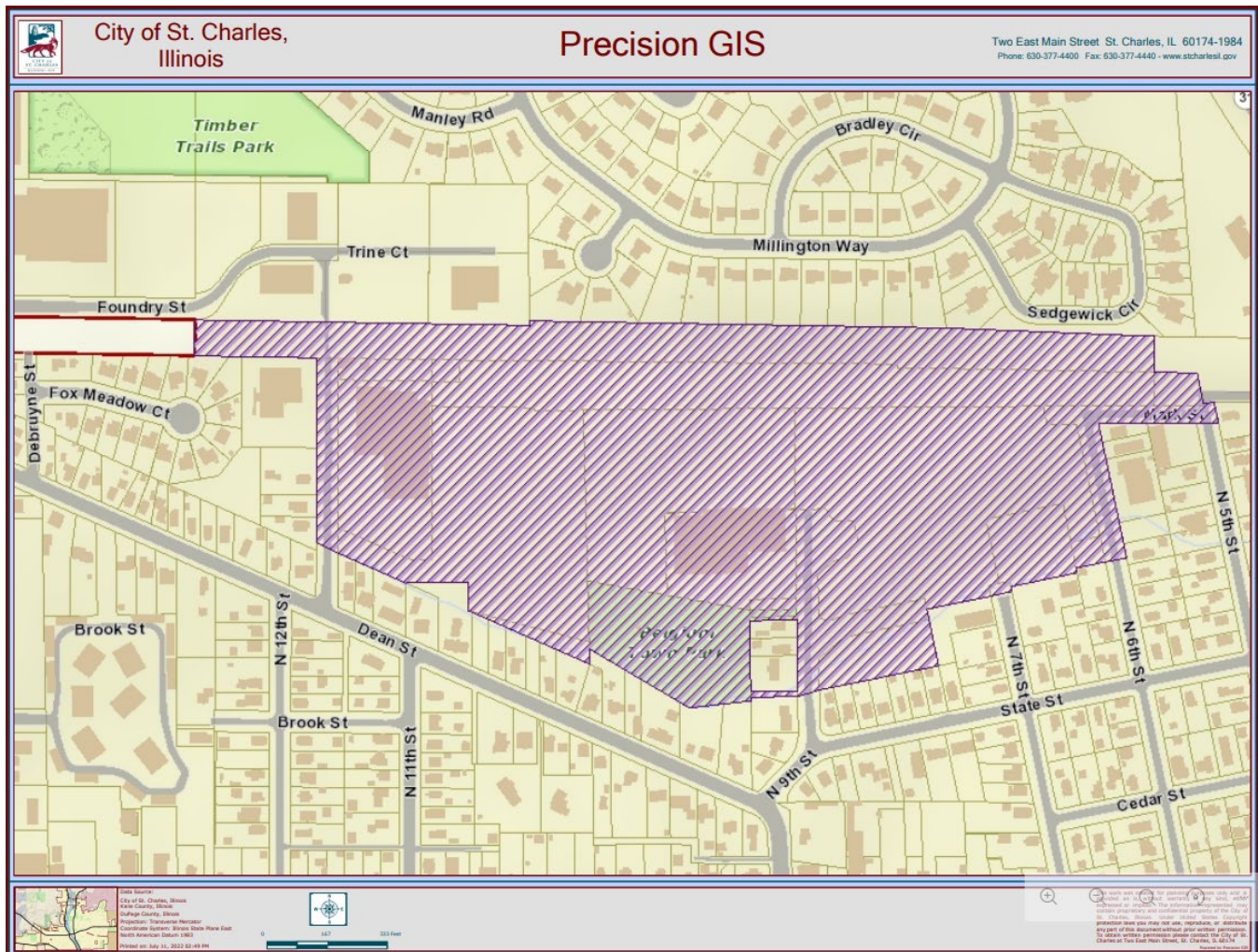
It is our understanding that the City seeks to encourage private investment and support redevelopment in an area previously designation as the Lexington Club Redevelopment Project Area. The boundary of the proposed Study Area roughly includes the Union Pacific Railroad tracks and parcels to the south, between 12th Street to the west and 51th Street to the east. The Study Area boundary extends to just north of Dean Street and State Street, excluding residential properties. The Study Area is shown on **Map 1** on the following page.

SB Friedman proposes to first work with City staff, your legal counsel and any other City consultants to evaluate the eligibility of the Study Area for designation as a TIF district under the Illinois TIF Act (the "Act"). If the Study Area or a subset of the Study Area is found to be eligible, and the City elects to move forward with designation, SB Friedman would then conduct a full TIF designation process for the proposed TIF district, including the following steps:

- Prepare Redevelopment Project Area (RPA) Plan and Project document (the "Plan")
- Prepare required notices and mailing lists
- Complete public approval process.

These steps would be undertaken in close coordination with the City and your legal counsel. For budgeting purposes, given the existing land uses in the Study Area, we have assumed that a Housing Impact Study will not be required.

Map 1. Study Area



Source: City of St. Charles

Scope of Services

Our proposed scope of services and work steps are as follows:

PHASE 1: CONDUCT TIF ELIGIBILITY RECONNAISSANCE STUDY

1) **Conduct Project Kickoff Call.** We will conduct a kickoff call with the City to:

- Discuss the project scope and timeframe;
- Confirm the Study Area boundary;
- Review existing documents compiled by the City, including the City's first and current Comprehensive Plans and current zoning map;

- Identify additional key sources of data that we will need for our analysis;
 - Confirm the assumptions to be used in developing the TIF district budgets, goals and objectives, and projections of future incremental property taxes, and;
 - Confirm SB Friedman, City staff, and legal counsel responsibilities.
- 2) **Obtain and Examine Necessary Data.** We will pursue key data to determine whether the Study Area qualifies for TIF district designation under the TIF Act. To complete our eligibility analysis, we will:
- Obtain current GIS parcel shape files and/or existing base maps from the City and/or County, and prepare internal base maps;
 - Obtain and review building age data (if any);
 - Obtain and review five-year history of building permit data for parcels within the Study Area;
 - Obtain information about infrastructure age and condition from City staff and others, as available;
 - Prepare PIN list, and order and enter taxpayer data;
 - Analyze six-year history of equalized assessed values (EAV) for the Study Area and City;
 - Conduct preliminary research regarding flooding in and around the Village and coordinate with an engineer to request a formal flooding study; and
 - Enter, proof and map eligibility criteria, as required.
- 3) **Conduct Fieldwork.** We will conduct field research for the Study Area to document field-observable eligibility factors. We anticipate up to one full day of field research in the City for two staff members, including travel time and collection of addresses that will be needed for required noticing.
- 4) **Analyze EAV Growth.** We will analyze the growth in EAV over the past six years (five year-to-year periods) and compare Study Area growth to City growth and Consumer Price Index growth over those periods.
- 5) **Analyze Additional Eligibility Factors/Required Findings and Tests.** Based on our field research and other data, we will assess the presence and distribution of factors to establish eligibility and to meet the “but for...” and “lack of growth through private investment” requirements, as outlined in the Act. The eligibility findings will be documented in a series of maps for the Study Area. If for any reason the Study Area does not qualify for a TIF district designation, we will meet with you to discuss potential strategies at that point.
- 6) **Prepare Eligibility Study Summary.** We will prepare slides documenting the findings of our eligibility research, including maps and tables.
- 7) **Conduct Call with City.** We will conduct a call with the City to discuss our findings and recommendations. We assume at this point a decision will be made to move forward with the district designation.

PHASE 2: FINALIZE ELIGIBILITY RESEARCH AND PREPARE REDEVELOPMENT PLAN AND PROJECT DOCUMENT

- 1) **Prepare Maps of the Proposed TIF District.** A series of maps of the proposed TIF district will be prepared for inclusion in the Redevelopment Plan and Project document. These maps will include: the proposed boundary, documented distribution of eligibility factors, existing land use, and future land use.

- 2) **Obtain and Proof Boundary Legal Description.** We will engage and manage a licensed surveyor on the City's behalf to draft a boundary legal description for the proposed TIF district. If the City prefers to work with a particular surveyor, we will engage with that company. Otherwise, we can use a surveyor with whom we have worked in the past. To ensure accuracy of the boundary legal description, we will conduct a proof of the description. We will work with Cook County to ensure that they are comfortable with the legal description prior to filing the TIF plan with the City Clerk.
- 3) **Prepare Draft Plan.** We will prepare a plan for the proposed TIF district. As required by the Act, the Plan will include:
 - Redevelopment Project Area (RPA) Description
 - Boundary Legal Description of the RPA
 - Summary of Blight/Conservation Area Conditions and Analysis of Eligibility Factors
 - Redevelopment Plan Goals, Objectives and Strategy
 - Existing and Proposed Land Use
 - Most Recent EAV and Estimated Future EAV
 - Estimated Redevelopment Project Costs (line-item budget)
 - Assessment of Impacts on Other Taxing Districts
 - Affirmative Action Plan
 - Statement of Conformance with Other Community Plans

Preliminary projections of incremental property taxes from the TIF district will be prepared to confirm the supportable budget for the TIF plan and estimating the future EAV of the Redevelopment Project Area, as required by the Act.

We will prepare final Eligibility Reports and Redevelopment Plan and Project documents combining the Eligibility Study, redevelopment plan, legal description, appropriate maps, and other required documentation. We anticipate first preparing draft documents to be distributed to and reviewed by the City. Following one round of revisions and feedback, we will finalize the Plan, which must be filed with the City Clerk at least 10 days prior to introduction to the City Board.

PHASE 3: PREPARE MAILING LISTS AND SUPPORT NOTICE PROCESS

- 1) **Create Mailing Lists for Noticing.** The Act requires that municipalities make a good faith effort to provide notice of the availability of the Eligibility Report and Redevelopment Plan and how to obtain the report by mail to all residential addresses within 750 feet of the boundary of any proposed TIF district. We will prepare maps identifying this buffer area. We will conduct fieldwork to gather the addresses in this area as part of our initial fieldwork. Additionally, we will prepare other mailing lists for noticing, as required by the Act. Our proposed scope includes preparation of the following mailing lists:
 - Affected taxing bodies and Illinois Department of Commerce & Economic Opportunity
 - Taxpayers within the proposed TIF area
 - Taxpayers of properties within the proposed TIF area for which taxes were not paid in the prior year
 - Residential addresses within 750 feet of the TIF boundary

The City may elect to engage a mailing company for preparation and distribution of the mailings or to prepare the mailings using City staff resources.

- 2) **Support Notice and Approval Process.** We assume that the City will print and prepare the mailings and publish required notices in local newspapers. We will coordinate with the City to ensure all mailing addresses are provided in a timely fashion.

We assume that the City's legal counsel will establish and manage a timeline for mailings, meetings and noticing based on state law, the overall project timeline, newspaper publishing dates, and the City Council meeting schedule.

PHASE 4: SUPPORT PUBLIC REVIEW PROCESS

- 2) **Present Findings at Joint Review Board and Public Hearing.** We will attend and, as appropriate, make presentations at the two key meetings that are part of the review process as provided in the Act. These meetings include the Joint Review Board Meeting and the Public Hearing, both of which we assume will be held in person. We are available for additional meetings or public presentations, as described in the **Additional Services** section below.

Additional Services

If additional meetings are required, we are able to attend and present our findings at the billing rates provided below. We are also available to provide other TIF-related services, such as tax increment projections or financial deal reviews for projects requesting TIF assistance.

Timeline

Based on the scope of the work outlined herein and our experience with similar projects, we estimate it will take approximately 30 to 45 days to complete Phase 1, 30 to 45 days to complete Phase 2, and 90 to 120 days to complete Phases 3 and 4. However, we will work with you to meet any specific deadlines, where possible.

Professional Fees

Professional fees for our services will be based on the time required at the billing rates of the SB Friedman personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses will total **\$35,910**, as shown in the detailed budget below.

Other expenses to be incurred directly by the City that are not included in this estimate include:

- Surveyor: boundary legal description
- Flooding study
- Required mailings and notices
- Research into tax-delinquent properties
- Legal counsel

This fee estimate is based upon the Scope of Service described above and the time budgets shown in the detailed budget. The fee estimate has been prepared based on certain assumptions as to the time required and is subject to

upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually agreeable revision may be made. Fees and expenses for our services will not exceed the total budget estimate without further authorization from the City.

Actual billings will be based on time expended as follows:

Partner/Senior Vice President	\$400	Project Manager	\$264
Senior Vice President	\$386	Senior Associate	\$238
Vice President	\$310	Associate	\$218
Senior Project Manager	\$284	Research Associate	\$202

These rates will be in effect until December 31, 2026, after which rates are subject to adjustment.

Detailed Budget

		Senior Vice President	Project Manager	Associate
TASK	TOTAL	\$386	\$264	\$218
Phase 1: Conduct TIF Eligibility Reconnaissance Study				
1 Conduct Project Kickoff Call	\$868	1	1	1
2 Obtain and Examine Necessary Data	\$1,593	0.5	2	4
3 Conduct Fieldwork	\$4,921	0.5	8	12
4 Analyze EAV Growth	\$1,329	0.5	1	4
5 Analyze Additional Eligibility Factors/Required Findings and Tests	\$6,372	2	8	16
6 Prepare Eligibility Study Summary	\$2,658	1	2	8
7 Conduct Call with City	\$868	1	1	1
Phase 2: Finalize Eligibility Research and Prepare Redevelopment Plan and Project				
8 Prepare Maps of the Proposed TIF District	\$3,186	1	4	8
9 Obtain and Proof Boundary Legal Description	\$964		2	2
10 Prepare Plan	\$3,572	2	4	8
Phase 3: Create Mailing Lists and Support Noticing Process				
11 Create Mailing Lists for Noticing	\$1,765	0.5	1	6
12 Support Noticing and Approval Process	\$1,013	2	0.5	0.5
Phase 4: Support Public Approval Process				
13 Present Findings at Joint Review Board and Public Hearing	\$6,256	8	12	
Total Hours	137	20	47	71
Total Professional Fees	\$35,365	\$7,720	\$12,276	\$15,369
Reimbursable Expense Estimate	\$545			
TOTAL ESTIMATED BUDGET	\$35,910			
<i>Allowance for Boundary Legal Description and Flooding Study</i>		<i>Assumed incurred directly by City</i>		
<i>Mailing Costs and Title Company Tax Delinquency Research</i>		<i>Assumed incurred directly by City</i>		

Two in-person meetings are included in this fee estimate:

- Joint Review Board meeting
- Public Hearing

Additional meeting time and additional services, beyond what is included in the Scope of Services and detailed budget will be billed hourly at the rates provided above.

Local travel, publications, maps, outside data purchased specifically for this project, use of owned or licensed databases, report production, and other out-of-pocket expenses are included in this estimate and will be billed in addition to professional fees as incurred (without markup). Travel time will be billed in full.

Invoices will not be rendered more frequently than monthly as our work progresses for services and costs incurred. All invoices are payable within 30 days. If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred through that date.

The attached **Limitations of Our Engagement** apply to this engagement.

Acceptance Procedures

We appreciate the opportunity to assist the City. To indicate your acceptance of this proposal, please sign and return it to us as authorization for to proceed.

Sincerely,



Caitlin Johnson, AICP
Senior Vice President
(312) 384-2403 | cjohnson@sbfriedman.com

Accepted:

Signature

Date

Name

Title

Limitations of Our Engagement

Our deliverable will be based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our deliverable, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the deliverable to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our study will not ascertain the legal and regulatory requirements applicable to this project, including zoning, other State and local government regulations, permits, and licenses. No effort will be made to determine the possible effect on this project of present or future federal, state or local legislation, including any environmental or ecological matters.

Furthermore, we will neither evaluate management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.

Preliminary tax increment financing (TIF) projections are anticipated to be prepared under this engagement for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed TIF district boundary and from inflationary increases in value. These projections are intended to provide an estimate of the final equalized assessed value (EAV) of the TIF district for inclusion in the final deliverable and to provide a level of assurance that the increment to be generated would be sufficient to cover estimated project costs.

As such, our deliverable and the preliminary projections prepared under this engagement are intended solely for your information, for the purpose of considering establishing a TIF district. These projections should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the deliverable nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

We acknowledge that upon submission to the City the deliverable may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the deliverable under such Act.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5c
	Title:	Recommendation to Approve a Resolution of Inducement and to Express Official Intent Regarding Certain Expenditures to be Reimbursed from a Special Tax Allocation Fund the City of St. Charles May Establish for a Proposed Tax Increment Financing District to be Commonly Described as the Seventh Street Commons Redevelopment Project Area	
	Presenter:	Derek Conley, Deputy City Administrator	
Meeting: Committee of the Whole		Date: July 6, 2026	
Proposed Cost: \$ 0		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): <u>Background</u> In April, Pulte Homes presented a concept plan to build twelve townhomes and ninety-three single family homes on the 28-acre former Applied Composites site located north of State Street and south of the abandoned Union Pacific rail line. The property is impacted by environmental contamination, contains subgrade structures that must be removed, and is encumbered by City-owned electrical infrastructure that needs to be relocated. These site constraints have contributed to the property remaining vacant and underutilized since its last industrial use ceased in the early 2000s. Aerial photos of the site have been included as EXHIBIT A. <u>Financial Incentive Request</u> To facilitate redevelopment of the site, the City of St. Charles is exploring the establishment of the Seventh Street Commons Tax Increment Financing (TIF) District. The proposed TIF would help offset extraordinary redevelopment costs, specifically the relocation of existing City-owned electric distribution lines that currently traverse the property. The total amount of assistance is anticipated to be less than \$3 million. Preliminary analysis suggests that the new TIF would generate enough increment to fund the electric relocation costs in 3 or 4 years. Other costs, including site work, subgrade structure demolition, and environmental remediation will be paid by Pulte Homes. <u>Inducement Resolution</u> The process to establish a TIF district and negotiate a Redevelopment Agreement (RDA) will take 5 to 6 months. An Inducement Resolution expresses the City's intent to explore the creation of a TIF district and negotiate a Redevelopment Agreement (RDA) that could provide for the reimbursement of eligible TIF expenses incurred by either the developer or the City before the TIF District is officially created. Approval of the inducement resolution does not obligate the City to establish a TIF district or enter into an RDA, nor does it commit the City to any specific terms or level of financial assistance.			
Attachments (please list): -Inducement Resolution -Aerial Photos			
Recommendation/Suggested Action (briefly explain): Motion to Approve an Inducement Resolution.			

**Exhibit “A”
Aerial Photos**





City of St. Charles
Resolution No. _____

**A Resolution of Inducement and to Express Official Intent
Regarding Certain Expenditures to be Reimbursed from a
Special Tax Allocation Fund the City of St. Charles May Establish for a
Proposed Tax Increment Financing District to be Commonly Described as
the Seventh Street Commons Redevelopment Project Area**

**Presented and Passed by the
City Council on July __, 2026**

WHEREAS, the City of St. Charles, Counties of Kane and DuPage, Illinois (the “**City**”) is a duly organized and existing home rule municipality created under the laws of the State of Illinois; and

WHEREAS, the City is authorized to take certain actions pertaining to redevelopment activities for properties within the City; and

WHEREAS, the City is contemplating the formation of a tax increment financing district pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “**TIF Act**”), generally in the area of the real property depicted in Exhibit A attached hereto and made a part hereof (the “**Property**”), and tentatively described as the “Seventh Street Commons Redevelopment Project Area” (the “**TIF District**”); and

WHEREAS, the City is authorized, under the provisions of the TIF Act, to finance redevelopment project costs, as defined in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q) (the “**TIF Project Costs**”), in connection with redevelopment project area established in accordance with the requirements of the TIF Act; and

WHEREAS, the feasibility of the TIF District has not yet been determined and the exact boundaries of the TIF District are not precisely defined at this time and the contents of a “Redevelopment Plan” which is to be approved pursuant to the TIF Act are not yet finalized; and

WHEREAS, the City desires to have the TIF District redeveloped and rehabilitated through investment by private enterprise which may not be economically feasible without providing economic incentives under the TIF Act to the owners of a certain property within the TIF District (the “**Owner**”), pursuant to the terms and provisions of a redevelopment agreement the City may enter into with said Owner; and

WHEREAS, the Owner has incurred and paid certain expenditures relating to a project it seeks to undertake in the TIF District (the “**Project**”) within the period of time that is sixty (60)

days prior to the passage of this Resolution and the Owner is considering incurring and paying certain additional expenditures relating to the Project after the date of passage of this Resolution, many of which expenditures (collectively, the “**TIF Expenditures**”) would constitute eligible “Redevelopment Project Costs” under and pursuant to the TIF Act, which TIF Expenditures the Owner would not incur but for the adoption of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself from incremental property tax revenues generated by properties within the TIF District (the “**TIF Revenues**”) for TIF Project Costs it incurs in establishing and administering the TIF District, should the City elect to establish it; and

WHEREAS, the Owner may request that the City pay for certain of the TIF Expenditures it incurs in implementing the Project from TIF Revenues if the City establishes the TIF District; and

WHEREAS, if the TIF District is established, the Owner will endeavor to negotiate a redevelopment agreement that contains such agreed upon terms that will assist the Owner in the completion of the Project (the “**Redevelopment Agreement**”); and

WHEREAS, if the Redevelopment Agreement is approved by the City, the City expects to pay or reimburse the Owner from TIF Revenues, for a portion of the Project costs the Owner incurs which qualify as TIF Expenditures; and

WHEREAS, the Owner has stated that, without the City’s contribution of TIF Revenues to the Project, it cannot undertake and complete the Project in an economically feasible manner; and

WHEREAS, the Owner reasonably expects that it: (i) will pay or incur TIF Expenditures in connection with the construction of the Project prior to formal approval and execution of the Redevelopment Agreement; (ii) will use funds from sources other than TIF Revenues which are or will be available up front to pay for such TIF Expenditures prior to the approval of a Redevelopment Agreement; and (iii) desires to be reimbursed for the use of some of its capital expenses; and

WHEREAS, the City reasonably anticipates the expenditures of TIF Project Costs in connection with the establishment and administration of the TIF District and the approval and construction of the Project and desires to be reimbursed for such expenditures from the TIF Revenues; and

WHEREAS, the purpose of this Resolution is to induce Owner to pay or incur certain TIF Expenditures in furtherance of the construction of the Project prior to the establishment of the TIF District and prior to formal approval and execution of the Redevelopment Agreement, thereby advancing the purposes of the TIF Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of St. Charles, Kane and DuPage Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. The foregoing recital clauses to this Resolution are adopted as the findings of the corporate authorities of the City and are incorporated herein by specific reference.

Section 2. The City staff have examined the TIF District and its condition and circumstances and, at this time, the corporate authorities of the City conclude that it is reasonable to believe that a TIF District, pursuant to the Act, can be adopted and TIF Expenditures of eligible Redevelopment Project Costs under the Act, in furtherance of the potential development by the Owner of a portion of the property in the TIF District should be allowable “Redevelopment Project Costs,” provided, however, that this Resolution is not a guarantee that any such TIF District will be adopted, but, rather, is an expression of the intent of the City at this time.

Section 3. The City hereby declares its intention to negotiate and enter into a Redevelopment Agreement with the Owner which may provide for, *inter alia*, reimbursement from TIF Revenues of certain TIF Expenditures paid or incurred by the Owner and the City. The City acknowledges that, in order to keep the Project moving forward on an acceptable schedule, it will be necessary for the Owner and the City to incur some eligible Redevelopment Project Costs prior to negotiation, approval and execution of the Redevelopment Agreement.

Section 4. Neither the Owner nor any other party is entitled to rely on this Resolution as a commitment by the City to enter into the Redevelopment Agreement, and the City reserves the right, in its sole and absolute discretion, to not enter into the Redevelopment Agreement, and in such event, the City shall not be subject to any liability or damages of any nature. Neither the Owner nor anyone claiming by or through the Owner shall have any claim against the City as a result of any decision by the City not to enter into the Redevelopment Agreement. In the event no TIF District is created over some or all of the Property, the City shall in no way be obligated to reimburse the Owner of the Property, or the Owner’s successor in interest, for any costs or expenses.

Section 5. The City hereby declares its intention to use TIF Revenues to pay or reimburse the Owner for TIF Expenditures pursuant to the terms of the Redevelopment Agreement, and to pay or reimburse itself for TIF Expenditures it incurs in establishing the TIF District, and for approving and constructing the Project.

Section 6. The City expects to reimburse itself, or the Owner, under the terms of the Redevelopment Agreement, from the TIF Revenues for TIF Expenditures paid prior to the City’s receipt of TIF Revenues.

Section 7. Officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution.

Section 8. This Resolution and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of this Resolution shall not affect the validity of any other portion of this Resolution.

Section 9. All resolutions, ordinances or parts of resolutions conflicting with any portion of this Resolution are hereby repealed.

Section 10. This Resolution shall be in full force and effect immediately upon its passage in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of July, 2026.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of July, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of July, 2026.

Clint Hull, Mayor

ATTEST:

Jessica Bridges, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: