

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. JAYME MUENZ – CHAIR
MONDAY, MAY 12, 2025 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

Items with an asterisk (*) 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.

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Historic Preservation Commission recommendation to deny a Certificate of Appropriateness for demolition of 217 Cedar Ave.
- b. Recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund.
- c. Recommendation Proposing the Establishment of Dormant Special Service Area No. 71, Munhall Glen Subdivision.
- *d. Historic Preservation Commission recommendation to approve a Façade Improvement Grant for 216 Riverside Ave.
- *e. Historic Preservation Commission recommendation to approve a Façade Improvement Grant for 8 Indiana St.

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF


7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- 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)

8. 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 (TDD), 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 deny a Certificate of Appropriateness for demolition of 217 Cedar Ave.	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: May 12, 2025	
Proposed Cost:		Budgeted Amount:	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>This item was discussed and tabled at the 12/9/24 Planning & Development Committee meeting. The Committee requested that staff and the Baker Church explore alternate concepts to potentially meet the church's interests while still retaining the Judge Barry House. Staff met with church representatives and discussed potential scenarios. The following conclusions were reached:</p> <ul style="list-style-type: none"> • The City is not interested in purchasing the combined property (parking lot and houses) at the appraised value. • If the City offers to assist with providing additional parking nearby, and the church were to try to sell the Judge Barry House, the house may not sell for a price that is acceptable to the church. • The Judge Barry House could be relocated to another location, potentially to the church parking lot site north of Cedar Ave., and incorporated into a residential development project, if a developer can be found to undertake this project. <p>Based on these conclusions, the church representatives requested to return back to the P&D Committee for consideration of their COA request to demolish the house.</p> <p><u>Summary from 12/9/24 P&D Committee meeting:</u></p> <p>Baker Memorial United Methodist Church owns a number of parcels adjacent to their church building at the corner Cedar Avenue and N. 3rd Avenue. These parcels include parking lots that are also utilized for public parking through agreement with City, and two residential structures: 211-215 Cedar Ave. (a two-unit building) and 217 Cedar Avenue (also known as the Judge Barry House). Baker Church has requested to demolish both residential structures and proposes to utilize the property for additional parking (estimated at 20 spaces).</p> <p>The properties are in the Central Historic District. A Certificate of Appropriateness or "COA" is required for any exterior alterations to buildings located in a Historic District. The Historic Preservation Commission has the authority to either approve a COA or recommend to the City Council that a COA be denied. COA denial recommendations are to cite the specific ordinance criteria that are not being met by the COA application.</p> <p>On 10/2/24, Historic Preservation Commission approved a COA for demolition of 211-215 Cedar Ave., and recommended denial of a COA for the demolition of 217 Cedar Avenue., per the attached resolution.</p> <p>Background</p> <p>The properties were last discussed by P&D Committee during review of a similar COA application in 2017-2018. The proposed reuse was a greenspace/prayer garden. At the time, the COA application was recommended for denial by the P&D Committee, but the application was withdrawn before City Council action.</p> <p>Since that time, the church has offered the parcels for redevelopment, with the intent for parking to be included for church and public use. The initial focus was the Main Street block, a portion of which is identified as a "Catalyst Site" for development in the City's Comprehensive Plan. A suitable developer and project was not found for the Main Street block. There is now development interest in the parking lot north of Cedar Ave.</p>			

Certificate of Appropriateness Review

Historic Preservation Commission recommended denial of the COA to demolish 217 Cedar Ave. based on the same findings made in 2017. The Commission did not approve demolition of the ancillary structures on the property because the site plan for reuse would need to be revised.

Topics during the Historic Commission meeting:

- The houses have been vacant for the past 7+ years. Both require significant maintenance and have become an attractive nuisance, with break-ins occurring over the past year. (Any Code Enforcement for Property Maintenance is not being pursued while Demolition permits are under review.)
- Despite the maintenance issues, the 217 building appears to still be in sound structural condition, as was noted in a restoration contractor assessment in 2017.
- Owning and maintaining the buildings is an ongoing expense, and the church would prefer to focus their resources on maintaining the Church sanctuary building at 307 Cedar Ave., which is rated as architecturally Significant in the historic district.
- The houses are residential structures and conversion to other uses would require significant upgrades to meet building and life safety codes.
- The houses have not been individually marketed for sale. The property within the Main Street block was marketed as an assemblage. Given the development opportunity for the north lot, the church's intent going forward is to use the Main Street block for parking, with shared public use through agreement with the City.

Significance Rating and COA review

- The Significance rating is one of 4 categories of criteria for COA review. The Significance rating determines the extent of flexibility that is applied under the rest of the review criteria. The code directs the Historic Commission to apply maximum flexibility in review of buildings with little architectural or historic significance.
- Only buildings in the highest Significance classification are *presumed* to have architecturally or historically significant features (Buildings rated as Significant, designated landmarks or properties on the National Register of Historic Places). Contributing buildings "sometimes have architecturally or historically significant features", while Non-Contributing buildings "will usually have little architectural or historic significance."
- The 1994 Architectural Survey used to establish the Central Historic District rated 217 Cedar Ave. as "Non-Contributing" for Architectural Significance. Baker Church has stated that they relied upon this information when making past decisions regarding the property. The survey did not reference any historical information.
- During review of the 2017 COA, the Historic Commission stated in their resolution that based on historical information now known, the building should be considered "Contributing" due to historic significance. (During a review of the entire district survey in 2021, the Commission updated the survey page for 217 Cedar Ave. to note Historic Significance. The 1994 survey rating regarding Non-Contributing for Architectural Significance remains of record as a part of the establishment of the district.)
- Regardless of the significance rating, the code requires the same COA review process. There is a case-by-case review to consider if all COA criteria are met based on a specific proposal.

Downtown Parking demand

Church representatives provided input during the City's recent Downtown Parking Study, which included occupancy surveys of the church-owned parking lots. In general, the Study found that the lot north of Cedar Ave. was not well utilized for public parking, even during peak periods, likely due to its isolated location and steep surrounding topography. The lot south of Cedar along Main Street was more consistently utilized.

Based on the study, there is demand for public parking in this general area, both for downtown overall and the various community events that occur in and around the Baker Church. The City historically has met the parking needs for this area in partnership with Baker Church.

Attachments (please list):

P&D Minutes from 12/9/24, Historic Commission Resolution, Meeting Minutes, Survey Pages, COA Application, Letters, Code Chapter

Recommendation/Suggested Action (briefly explain):

The attached Resolution outlines the Historic Commission's findings under the COA criteria, in support of their recommendation for denial. In terms of review procedure, the code states:

The City Council may deny a Certificate of Appropriateness in accordance with the recommendations of the Historic Preservation Commission. Upon review of the Commission's resolution, its minutes and the application, if the City Council finds that the applicable criteria of this chapter for granting a Certificate of Appropriateness will be met, it may disregard the Historic Preservation Commission's recommendation and approve a Certificate of Appropriateness.

Motion by Ald. Muenz, second by Ald. Bongard to approve a PUD Preliminary Plan for Parent Petroleum, Foxwood PUD Lot 4.

Roll was called:

Ayes: Weber, Silkaitis, Foulkes, Bongard, Muenz, Gehm, Pietryla, Wirball, Bessner

Nays:

Absent:

Motion carried: 9-0

- b. Plan Commission recommendation to approve a General Amendment to Ch. 17.14 “Business and Mixed-Use Districts”, Table 17.14-1 “Permitted and Special Uses” and Ch. 17.20 “Use Standards”, Section 17.20.030 “Standards for Specific Uses”, regarding Permanent Motor Vehicle Storage in the BC District.

Ellen Johnson, City Planner, presented the Executive Summary and materials posted in the meeting packet.

Motion by Ald. Wirball, second by Ald. Pietryla to approve a General Amendment to Ch. 17.14 “Business and Mixed-Use Districts”, Table 17.14-1 “Permitted and Special Uses” and Ch. 17.20 “Use Standards”, Section 17.20.030 “Standards for Specific Uses”, regarding Permanent Motor Vehicle Storage in the BC District.

Roll was called:

Ayes: Weber, Silkaitis, Foulkes, Bongard, Muenz, Gehm, Pietryla, Wirball, Bessner

Nays:

Absent:

Motion carried: 9-0

- c. Historic Preservation Commission recommendation to deny a Certificate of Appropriateness for demolition of 217 Cedar Ave.

Russell Colby, Director of Community Development, presented the Executive Summary and materials posted in the meeting packet.

Kim Malay, Chair of the Historic Preservation Commission, provided some historical background on this property and explained why the Commission did not approve the COA request. She noted it was Judge Barry’s house, and he was friends with Lincoln and Farnsworth. They have been actively interested in landmarking the home, but they did not want to go against the owner’s will, since the property was already in the historic district. She stated that the Commission updated the historic survey to raise the significance of the building to Contributing.

Brian Harris, representative for the Baker Memorial Church Property Committee, presented information related to their ownership of the church and surrounding properties.

Pastor David Aslesen spoke about the church ministries, activities and operations. He noted there is no denominational financial support for the upkeep and improvements of the church building. All those costs fall upon the congregation members.

Peter Vargulich, Church Member, provided historical background information on the purchase of the 217 Cedar Ave. property, the adjacent properties, and the intended and actual uses of these properties. He noted they have been actively trying to sell the Main St. parcel and the north parcel since 2017. However, to sell 217 Cedar Ave. only, they would have to take a loss, and they cannot afford to do so. In 2017, at the time of their original request to demo 217 Cedar Ave., Preservation Partners did some further research into the property's ownership history. At that time, the only published information available was an architectural survey from 1994 indicating the house was Non-Contributing. Since then, none of the historical groups in the area have highlighted the home in any of their published literature or websites. He noted the lack of effort by these groups over the past 7 years speaks volumes about the lack of importance this property has from the historical perspective. He noted owner was not contacted regarding the Commission action to update the survey or reclassify the historical significance of the building. He reviewed the parking conditions surrounding the church and noted the 20 new spaces would benefit their congregation and the many other entities that use their church. If they are allowed to demo both homes and add the 20 parking spaces, they intend to update the current parking lease which will allow these spaces to be available for public use.

John Hoscheit, Church Attorney, said this is a decision as to what is best for the community. The church has embraced the recommendations of the Historic Preservation Commission over the years. He asked the Council to support this by taking into the account the party making the request, the substance of the individuals and their history here that are in this room, and the commitments and contributions that they've made to the city.

Ald. Muenz noted there have been recent conversations between the church and city staff. To allow for the opportunity for things to move forward without government intervention she made a motion to postpone a Council decision for 6 months. Second by Ald. Gehm.

Ald. Pietryla supported the extension with the caveat that they entertain the idea of acquisition. He felt there was an opportunity to stabilize the downtown parking.

Ald. Wirball felt there was a parking problem and agreed with the idea of acquisition. He would like to see them work with the church in some sort of partnership that serves everyone's best interests.

Ald. Foulkes asked if anyone remembered the vision for the house when it was purchased in 1993. Mr. Vargulich said they purchased all three homes on Cedar Avenue to complete an assemblage because they already owned the parking that was adjacent to Main Street. They wanted to create a 30,000 square foot parcel so that they could redevelop it for church missions.

Mr. Harris said 6 months is a challenge for them and he asked for a shorter timeframe.

Ald. Bongard asked what direction Ald. Wirball wanted to go in. Ald. Wirball said it would be the acquisition of the entire parking lot; the 2 buildings to maintain public parking stability in the community.

Chair Lencioni reminded everyone that they are discussing a motion for a postponement of 6 months.

Mr. Colby said it would take some time to do the research involved with an arrangement as suggested by Ald. Wirball, but if it's resolved sooner, they could certainly bring it back before the 6 months are up.

Chair Lencioni asked if Ald. Muenz would take a friendly amendment to postpone indefinitely upon Staff's judgment. Ald. Muenz said yes.

Mr. Harris requested clarification on the timeline and noted they have waited a long time, and they are tired of waiting. Chair Lencioni said they, as the petitioner, have control over that. As they work through the options with staff, they can decide if they want to bring it forward quicker.

Heather McGuire, City Administrator, said the Community Development Director will take the lead on this and they will make sure this comes back in a timeline that is acceptable to the church.

Mr. Hoscheit explained the steps in the land acquisition process and noted that is why they are not that far along.

Ms. Malay pointed out that if the house is sold and it goes commercial, it will be eligible for tax credits and possibly the façade improvement program. This will help provide some financial assistance to preserve that home.

Motion by Ald. Muenz, second by Ald. Gehm to postpone indefinitely for staff and the church to work through conversations of potential alternatives, including but not limited to acquisition of the property, to meet all the community goals.

Roll was called:

Ayes: Weber, Silkaitis, Foulkes, Bongard, Muenz, Gehm, Pietryla, Wirball, Bessner

Nays:

Absent:

Motion carried: 9-0

5. PUBLIC COMMENT

None.

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

None.

7. EXECUTIVE SESSION

None.

8. ADJOURNMENT

Historic Preservation Commission

COA Review Information

- 1. Resolution No. 13-2024**
- 2. Meeting Minutes from 10/2/24**
- 3. Restoration Carpenter Letter from 2017**
- 4. Architectural Survey Page-**
1994 original and 2021 Commission update

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 13-2024

A Resolution Recommending Denial of a Certificate of Appropriateness for demolition of 217 Cedar Ave. (Baker Memorial United Methodist Church)

WHEREAS, it is the responsibility of the Historic Preservation Commission to review applications for Certificates of Appropriateness in accordance with the requirements of the St. Charles Municipal Code, Title 17 “Zoning”, Chapter 17.32 “Historic Preservation”; and

WHEREAS, on October 2, 2024, the Historic Preservation Commission reviewed a request for demolition of all structures and improvements located at 217 Cedar Avenue, for the purpose of constructing a parking lot on the property; and

WHEREAS, the Historic Preservation Commission previously passed Resolution No. 09-2017 (dated October 18, 2017), recommending denial of a Certificate of Appropriateness for demolition of the primary structure at 217 Cedar Avenue, based upon Findings under the applicable criteria of Section 17.32.080(G); and

WHEREAS, the Historic Preservation Commission finds the work proposed in the 2024 application for Certificate of Appropriateness does not meet the applicable criteria of Section 17.32.080(G) “Certificate of Appropriateness: Criteria”, and will therefore adversely affect or destroy historically or architecturally significant features of a building within a designated historic district, based upon the same findings as cited in Resolution No. 09-2017.

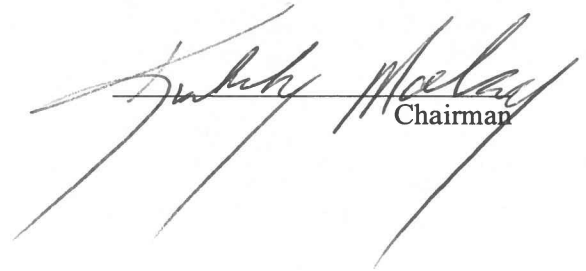
NOW THEREFORE, be it resolved by the Historic Preservation Commission to recommend to the City Council denial of the Certificate of Appropriateness for demolition of 217 Cedar Avenue based on the findings as cited in Resolution No. 09-2017, listed in Exhibit “A”.

Roll Call Vote:

Ayes:	Malay, Kessler, Morin, Rice, Smunt
Nays:	None
Abstain:	Pretz
Absent:	None

Resolution No. 13-2024
Page 2

PASSED, this 2nd day of October, 2024



Chairman

Exhibit "A"
Findings for Denial of Certificate of Appropriateness

17.32.080.G. Certificate of Appropriateness: Criteria

In making a determination whether to approve or to recommend denial of an application for a Certificate of Appropriateness, the Historic Preservation Commission shall be guided by the following criteria:

1. Significance of a Site, Structure or Building

- a. The Historic Preservation Commission shall apply the maximum flexibility allowed by this Chapter in its review of applications for new construction and for alteration, removal or demolition of structures that have little architectural or historic significance. However, if the new construction, alteration, removal or demolition would seriously impair or destroy historically or architecturally significant features of a landmark or of a building, structure or site within a designated historic district, the Historic Preservation Commission shall give due consideration to protection of those historically and architecturally significant features.
- b. The following properties are presumed to have architecturally or historically significant features:
 - i. Properties within a designated historic district that are classified as architecturally or historically significant by a survey conducted pursuant to Section 17.32.070.
 - ii. Properties designated as landmarks pursuant to Section 17.32.300.
 - iii. All properties listed on the National Register of Historic Places.
- c. The following properties will sometimes have architecturally or historically significant features - properties within a designated historic district that are classified as architecturally or historically contributing by a survey conducted pursuant to Section 17.32.070.
- d. The following properties will usually have little architectural or historic significance - properties within a designated historic district that are classified as architecturally or historically non-contributing by an architectural survey conducted pursuant to Section 17.32.070.

FINDING:

The building is classified as "Non-Contributing" in the 1994 Architectural Survey of the Central Historic District. The building is identified as the Barry House on the St. Charles Public Library Local Historic Buildings Listing. Historic information on the building was not available when the 1994 survey was conducted. Evidence presented during the review of the Certificate Appropriateness suggests that the building could be re-classified as "Contributing". The following supporting exhibits are attached: Exhibit "A"- Photo of the original appearance of the structure; Exhibit "B"- Photo of the house after a remodeling in the 1940s; Exhibit "C"- 1898 Sanborn Fire Insurance Map showing the footprint of the house and addition; Exhibit "D"- Descriptive Statement of the Judge William D. Barry house supporting designation of the building as a Historic Landmark on the basis of historical significance.

2. General Architectural and Aesthetic Guidelines

- a. Height
The height of any proposed alteration or construction should be compatible with the style and character of the structure and with surrounding structures.
- b. Proportions of the Front Facade
The relationship between the width of a building and the height of the front elevation should be compatible with surrounding structures.
- c. Proportions of Windows and Doors

The proportions and relationships between doors and windows should be compatible with the architectural style and character of the building.

d. Relationship of Building Masses and Spaces

The relationship of a structure to the open space between it and adjoining structures should be compatible.

e. Roof Shapes

The design of the roof, fascia and cornice should be compatible with the architectural style and character of the building and with adjoining structures.

f. Scale

The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures

g. Directional Expression

Facades in historic districts should blend with, and reflect, the dominant horizontal or vertical expression of adjacent structures. The directional expression of a building after alteration, construction or partial demolition should be compatible with its original architectural style and character.

h. Architectural Details

Architectural details, including types of materials, colors and textures, should be treated so as to make a building compatible with its original architectural style and character, and to enhance the inherent characteristics of surrounding structures.

i. New Structures

New structures in an historic district shall be compatible with, but need not be the same as, the architectural styles and general designs and layouts of the surrounding structures.

FINDING:

Demolition of the building would remove an example of Greek Revival Architecture that meets the General Architectural and Aesthetic Guidelines listed in Items 2a through 2h.

3. Secretary of the Interior's Standards for Rehabilitation

- a. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal change to the defining characteristics of the building, structure or site, and its environment, or to use the property for its originally intended purpose.
- b. The distinguishing original qualities or historic character of a building, structure or site, and its environment, shall be retained and preserved. The removal or alteration of any historic materials or distinctive architectural features should be avoided when possible.
- c. All buildings, structures or sites shall be recognized as physical records of their own time, place and use. Alterations that have no historical basis, or which seek to create an earlier appearance, shall be avoided.
- d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- e. Distinctive stylistic features, finishes and construction techniques or examples or skilled craftsmanship, which characterizes a building, structure or site, shall be preserved.
- f. Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be based on accurate duplications substantiated by documentary, physical or pictorial evidence, and not conjectural designs or the availability of different architectural elements from other buildings or structures.

- g. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Sandblasting and other physical or chemical treatments which will damage the historic building materials shall not be used.
- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- i. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize a property. Contemporary design for the new work shall not be discouraged when such alterations and additions are differentiated from the old, and are compatible with the massing, size, scale, color, material and character of the property and its environment.
- j. New additions, and adjacent or related new construction, shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

FINDING:

Removal of the structure would not meet Secretary of Interior Standards for Rehabilitation, Items 3a, 3b and 3e. The photo attached as Exhibit "A" shows the original characteristics and architectural features of the building.

- **3a. Demolition of the building would constitute a significant change, rather than a minimal change, that would eliminate the defining characteristics of the building.**
- **3b. Demolition of the building would eliminate the distinguishing original qualities and historic character of the building.**
- **3e. Demolition of the building would eliminate distinctive features that characterize the building.**

4. Code Conflicts

Where there are irreconcilable differences between the requirements of the building code, life safety code, or other codes adopted by the City and the requirements of this Chapter, conformance with those codes shall take precedence, and therefore the Historic Preservation Commission shall approve a Certificate of Appropriateness. In so doing, however, the Historic Preservation Commission shall be obligated only to approve those portions of the proposed work that are necessary for compliance with the applicable codes, as determined by the Building Commissioner or Fire Chief.

FINDING:

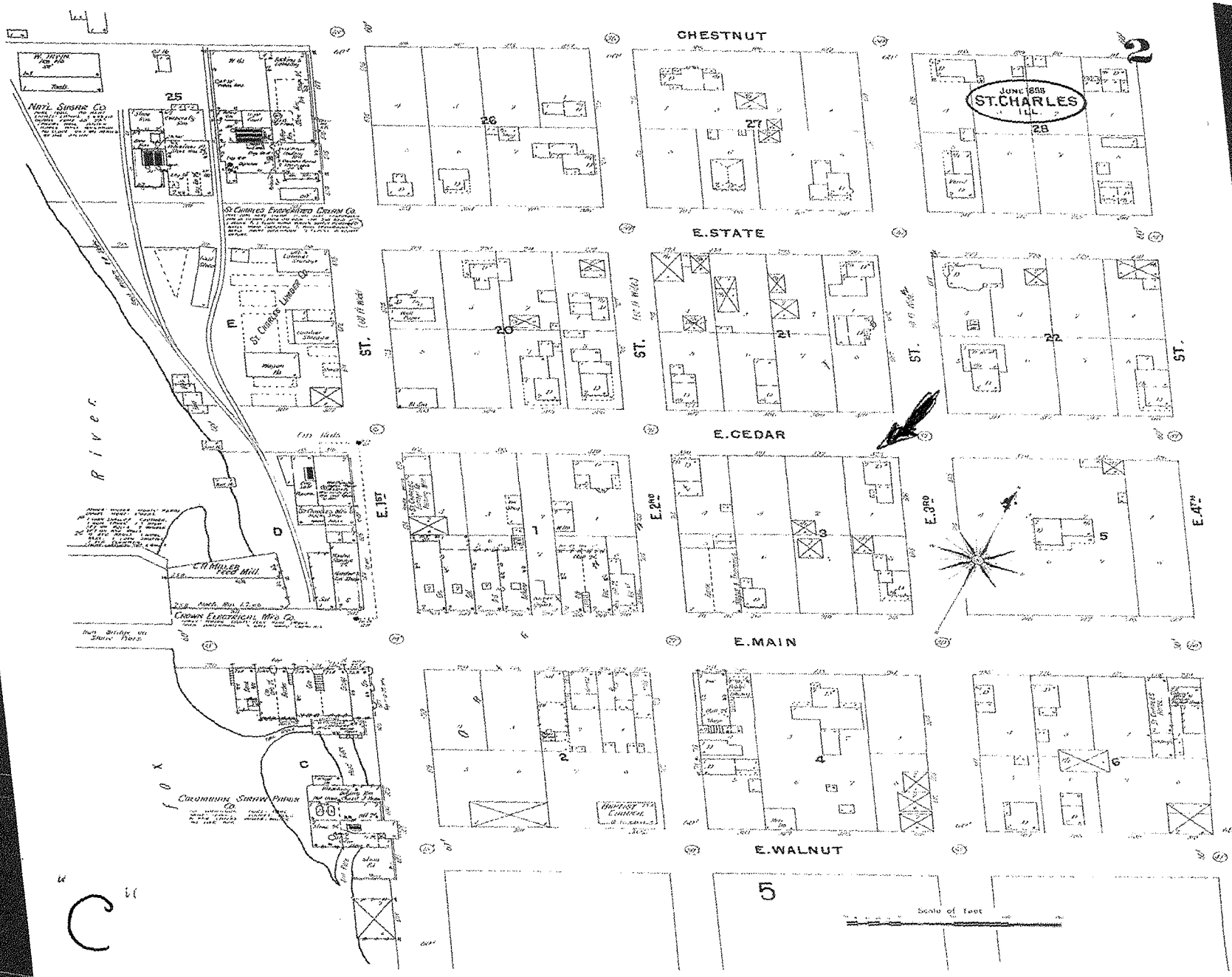
Not applicable.

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A

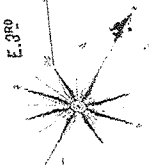


"B"





JUNE 1858
ST. CHARLES
ILL.



Scale of feet

"D"

217 CEDAR AVE

JUDGE WILLIAM D BARRY'S HOUSE

DESCRIPTIVE STATEMENT

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 non-descript with a pedimented door in 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 evidence some structural repairs are necessary.

HISTORY OF PROPERTY

Judge Barry moved to St. Charles in April, 1840, according to Samuel W. Durant's History of St. Charles, Illinois, Revised and Corrected published in 1885, He had practiced earlier in Ohio courts after his admission to the bar there. At once Judge Barry became a highly effective and popular attorney within Kane County.

Soon after Judge Barry moved to St. Charles he either had this house on present day Cedar Avenue built or he purchased it. The house originally had a stone exterior which has since been covered with a stucco coating. About 1921 when Miss Edith Kohlert's brother-in-law, Frederick Rasmussen purchased the house, the stone was the exterior material and at that time was coated with stucco.

According to Miss Edith Kohlert, long term secretary to the late Mayor I. G. Langum, when interviewed on July 18, 1967, Abraham Lincoln was a friend of Judge Barry's, and came to St. Charles on occasion for visits, He is reputed to have slept in this house, possibly on more than one occasion in one of the upstairs bedrooms.

Miss Kohlert also noted that the interior of the house is not the original. Here again about 1921 when her brother-in-law purchased the property, he had to complete major repairs to make the house attractive and useable. At that time the entire interior of the house had to be rebuilt for he had purchased nothing more than a shell.

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 ~~1975~~.

June 1993

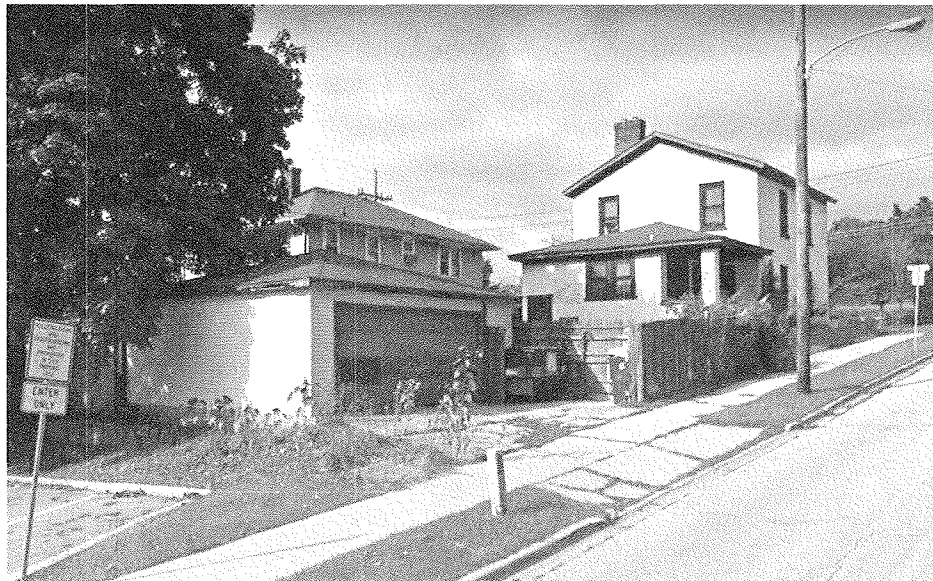
STRUCTURAL CHANGES

Edith Kohlert describes significant interior modifications made by her brother in 1921 when he purchased the property. In addition, the building was covered in stucco at some point, probably at about the same time the interior was modified. Miss Kohlert gives no indication of addition changes made later. There does not appear to have been any significant exterior modification or maintenance performed to the exterior of the building after its purchase in 1975 by the current owner.

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 settlement 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 to one 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.



**CITY OF ST. CHARLES
HISTORIC PRESERVATION COMMISSION
WEDNESDAY, OCTOBER 2, 2024**

Members Present: Rice, Smunt, Kessler, Pretz, Morin, Malay

Members Absent: None

Also Present: Rachel Hitzemann, Planner
Russell Colby, Director of Community Development

1. Call to Order

Ms. Malay called the meeting to order at 7:00 P.M.

2. Roll Call

Ms. Hitzemann called roll with 6 members present. There was a quorum.

3. Approval of Agenda

A motion was made by Mr. Kessler and seconded by Mr. Pretz with a unanimous voice vote to approve the agenda.

4. Presentation of minutes of the September 18th, 2024 meeting

A motion was made by Dr. Smunt and seconded by Ms. Morin with a unanimous voice vote to approve the Minutes of September 18, 2024. Ms. Rice abstained.

5. Certificate of Appropriateness (COA) applications

a. 210 Cedar Ave

Mr. Lance Ramella, Owner, presented the COA to replace the damaged wood shake shingle roof with asphalt shingles.

Commission reviewed the color and style of shingle to be used on home.

A motion was made by Mr. Kessler and seconded by Dr. Smunt with a unanimous voice vote to approve COA as presented.

b. 211-215 Cedar Ave.

Ms. Malay explained she would like the applicant to explain what they are requesting in the COA, have the Commission ask any questions, open for public comment, then the Commission will vote.

Rev. David Aslesen, Pastor, Baker Memorial United Methodist Church, presented the COA for demolition of the building at 211-215 Cedar Ave. to construct parking lot. Rev. Aslesen began by referencing letter, application and pictures sent to the Historic Commission of the 211-215 Cedar Ave. property. He stated much of what we are requesting is similar to that of the request made in 2017. There are some things that the church has done with due diligence to meet the expectations of the Commission as best able. Other items are without from the congregation

really beyond our grasp and our financial ability to take on a continued burden for the two properties. The 211-215 property has had repeated incidences of vandalism, breaking in, and criminal activity, trespassing since 2018, with at least half a dozen within the last year and half. Criminal trespassing including the exchange of drugs and two persons that were arrested who were occupying the structure. In an upstairs bedroom there was a mattress that had been set on fire that the police were able to remove from an upstairs bedroom. The 211-215 house has been repeatedly broken into. Our hope is that this house would receive the permission of the Commission to be demolished. I think it was a similar decision in 2017. It's really not a safe house for any community member to be in. It's certainly not a safe house for me or my staff members to be in. There is no benefit to the congregation for keeping this house open. It has come to the point where it is uninhabitable, not useful for the congregation and uninsurable. The financial burden would be great for the church to take on to do any type of renovation, we really can't at this point. Our resources are really dedicated to the 307 Cedar Ave. property, which is a historic building built by Colonel Baker for the congregation, and our assets really need to be managing that property at this point. We have very limited funds to put towards any additional property at this point and there is no spirit towards putting any resources whatsoever into these two properties at this point. The congregation is currently spending \$25,000 annually on mortgage payments for these two buildings and the properties with \$4,300 per year going to property taxes. There is no benefit to the church for this expenditure. We cannot rent these buildings out. They cannot house the pastor; I would never live in these properties whatsoever. The renovation costs in 2017 were as submitted between \$175,000 to \$325,000, and again, there were no assets available in 2017. There are no funds available now to do renovation on these properties. Again, I would ask for your agreement with our application demolishing the 215-211 Cedar Ave. property.

Mr. Pretz stated he periodically attends the church but is not a member of the church. Mr. Pretz asked for clarification on ownership structure of the church itself and the property it's on, the membership is the Steward of the property and the big Methodist Church is the owner? The other properties are more membership-based, you are Stewards of that, and the church oversees what you're doing, but it's more your responsibility for those properties?

Rev. Aslesen responded that financially the Church is responsible for the entire property, both 307, 211-215 and 217. We are the Steward of those properties on behalf of what's known as the Northern Illinois Annual Conference, they allow us to continue to be a United Methodist church, but they do not supply us with any kind of funds for the management or upkeep of any of our properties. They are held in trust for our United Methodist denomination. The Church is responsible for every financial portion of all the properties owned by the church.

Mr. Kessler added in 2017 the church was approved by this Commission for demolition of this property. There are other circumstances tonight that could influence that. This property and others that you own could have been maintained, I know that it's expensive but every property owner in this town has to meet certain requirements and even societal expectations of how you want to take care of the properties, I just don't see that was done with this property.

Dr. Smunt added, recently I met with you Pastor, and some fellow members of the congregation and we did get a tour of the properties in question here. There was a gentleman interested in purchase of both one or both parcels. Did he make you an offer to purchase the properties? Would you be willing to explain what was the result of the offer?

Rev. Aslesen replied there was an offer on the property. It was an offer on the 217 house, the trustees reviewed that as well as the Property Committee and deemed it way below fair market value for the property and the houses that are there.

Dr. Smunt added the buyer mentioned the offer would be on the value of the vacant lots since you were discussing demolition of the property, assuming the building was gone what is the land worth. Did he make an offer based upon that?

Rev. Aslesen did not know.

Ms. Rice stated she was not part of the Commission in 2017, my question would be related to the attempts to try to sell the property before approaching the idea of demolition.

Rev. Aslesen responded property has been available for sale since 2018 but only has had 1 offer which was just recently.

Ms. Rice questioned how was the property marketed? Rev. Aslesen replied there was a sign on Route 64 for several years. Ms. Rice asked if it was for the parking lot or houses. Rev. Aslesen responded it was for the house, with a number to a representative at the church. Ms. Rice added that might have been a bit confusing if someone was interested in the home but the sign was on the parking lot.

Ms. Morin asked if the home has been investigated by a structural engineer as far as the structural integrity of the house. Rev. Aslesen responded that was done in 2017.

Mr. Kessler added he believes the structural inspection was just for 217 Cedar Ave. Mr. Kessler continued, for clarification on the marketing of the homes, there were no signs in front of the buildings. Rev. Aslesen responded in his 1 ½ years with the church there was a sign placed on Route 64 near 3rd Ave.

Mr. Kessler asked if the homes were listed with any type of multiple listing service or commercial agents or anybody that could broaden the information? Rev. Aslesen responded there was a consulting firm that was handling any requests that would come through that phone number on the sign on Rt. 64.

Ms. Malay asked if it was listed on the MLS? Rev. Aslesen responded it was not.

Mr. Pretz asked a question directly related to building at 211-215 Cedar Ave., I'm trying to interpret what you said earlier concerning when you were giving your costs as it relates to the mortgage and taxes. You don't have a breakdown that I can really take a look at to see what those costs are as they relate to 211- 215. But is that motivation to take down that structure from a cost perspective to eliminate \$4,300 in taxes for that building and \$25,000 in mortgage? And is that \$25,000 per year or \$25,000 per month? Is that your motivation for taking down that building, which unfortunately you did not include any information on in your packet.

Rev. Aslesen responded that the financial burden is why we're coming before you at this time. So, to relieve the congregation that roughly has about 500 members to it, that's roughly about 180 families, with a total utility operational budget for the church building itself annually of about \$140,000. These properties, the \$25,000 that's utilized for mortgage payments, that's an

annual amount, the \$4,300 for property taxes, imagine a congregation that would want to do an increased amount of valuable mission and service in the community, has not received any additional income from the congregation itself. A congregation that has somewhat plateaued, very generous for what the bills are now, but is facing some financial hurdles coming up in the near future. This burden of these 2 houses will contribute to the congregation's demise. We are at a point of great seriousness in regard to how we are stewarding well our finances. Every dollar matters for this congregation. There's a heart for mission, there's a heart for taking care of our community, we are impaired by these two houses and the cost associated with the mortgage and property taxes, from doing our service within the community both for our church members and the community at large. So, we want to take this next step to say let's relieve ourselves of this. There is no value of these houses. It has been tried for several years to sell the properties. It has been tried to say could we think of alternative models for this of what could happen there. I can't imagine anything else, any idea coming from us, or our consulting firm. We've met what the Commission required of us in 2017 and 2018. It's now at the point where for the financial security of the congregation we need these properties gone. For the safety of our community and the residences because of the criminal activity that continues to happen here in the two buildings. It's not safe for the community. They're not attractive, they're not adding to the historical profile of St. Charles in any significant way in our opinion.

Ms. Malay asked what is the full intention of this property? What do you intend to put in its place?

Rev. Aslesen replied, we intend to increase the parking available for the public with these adjacent properties. We estimate the increase of parking would be roughly 20 to 25 spaces.

Ms. Malay asked, is there any intention of selling the property after the demolition and even if it becomes parking, will you be marketing this property for sale at all?

Rev. Aslesen replied, I would think we would want to keep it as a parking lot that we as a church would be able to work in partnership with the City of St. Charles the way we've done with other parking for the City. I don't think there is an intention to sell once the parking lot is established. There's another church that utilizes a part of our parking lot for their services. It's a great arrangement we have with them, it's a wonderful working relationship we have with the City of St. Charles for our current parking.

Dr. Smunt commented if these properties were to have demolition occur, you are saying by converting to a parking lot you will still continue to maintain ownership of the property. So therefore the mortgage is still due, you were saying the mortgage is a burden to you, the mortgage will continue to be a burden if you maintain ownership. How are you getting relief, maybe the tax. You're not removing the mortgage burden by demolishing these properties. You're still maintaining ownership of the land.

Rev. Aslesen responded the church will have to turn around and say, alright we have been relieved of the burden of these houses, we're ready to go with a parking lot, let's pull every penny we have out of reserves, let's do a capital campaign real quick for the final payment of the mortgage and just relieve ourselves of that obstacle to do ministry in our community. So the mortgage has been with the congregation since 1993, that's hundreds of thousands of dollars that we haven't been able to use for the ministry that we want to do in the community. Our capital funds are currently dedicated to the 307 building which is a cornerstone building in our

community. It's the church building built by Col. Baker. So again, to be honest I put this toward our trustees and our finance committee to say where would those additional funds come from? We want to dedicate our funds to the 307 building because we think that is really where our heart is at.

Mr. Pretz added he brought a copy of the executive summary of the recent parking study the City commissioned. In there it is noted, in your letter you note, that you sent a letter to the City of your intentions of the north parking lot. The north parking lot your intention is to sell that lot, the benefits you are going to get back on a monetary standpoint, does that help you in any way, such as reducing that mortgage payment?

Rev. Aslesen said it will help us to manage some capital projects for the 307 building. Sale of that has been dedicated for an elevator for the 307 Cedar Ave. property. We are in desperate need of a new lift. Accessibility continues to be a burden to us in a building with so many stairs. To say that money is already spent, it's dedicated to a capital improvement project for the church building.

Ms. Rice followed up, wouldn't the property on Main Street be more valuable than the North lot? I would prefer if you could develop the Main Street lot and save the north lot for parking.

Mr. Peter Vargulich, Baker Church Member, said the church and committees have been marketing and looking to sell the Main Street parcel as a consolidated piece of property. The sale is intended to be bordered by all 3 streets, Cedar, 3rd, and Main Street. That parcel in total is 30,000 square feet. We have had people approach us, we've had letters of intent. None of them have come to fruition. Our north parcel is under contract to be sold and the developer for that property is looking at options for what they want to propose and will come forward with that when they are ready.

Ms. Hitzemann clarified that per the plan submitted the trash enclosure will not be on Main Street, but in the southwest corner of the 211-215 Cedar Ave. property.

Ms. Malay opened the floor for public comment.

Mr. Steve Gibson, member of Commission 2017 when they looked at these properties before. Some of the arguments being made here about demolishing this building are arguments that could be made of any building in St. Charles by the Owner of that building. I think when you ask the questions, what comes next, what's going to be on this property when it's done? How do you pay for that change? How do you build a parking lot, what's the cost of doing that? If it is important for the money to be raised for the church to do these things, where's the active marketing for this, where's the MLS listing for this, where is the listing on the street? In the course of 8 years could have had some people take a look at them, make some decisions about some kind of constructive reuse. Specifically with 215 we did approve it for demolition last time on basically the same premise that it was unusable and for safety. And in the 8 years that building wasn't knocked down, it wasn't marketed, and in 8 years it could have been put to some other use.

Al Watts, Preservation Partners of Fox Valley, I was just curious why when the building was approved for demolition in 2017, why was the building not demolished?

Ms. Malay asked if anyone would like to address the question of why the building wasn't demolished.

Mr. Curt Barrett, Resident and Member of church, said the two parking lots both provide parking for the parishioners, as well as the public. There is a parking problem. The lots on Main Street are heavily used and easy to see. We got the offer on the northern lot which will give a financial benefit to the church, which has very limited means. Discussion on paying down the mortgages on the houses when the Northern lot is sold. If we give up the northern lot, there's more pressure on where our parishioners park. That's why the southern lot becomes more vital. Adding in 20 spots of additional parking addresses our needs as we lose 42 or so spots from the northern lot. To speak a little bit, I've been a long-time member of the Rotary Club and a lot of different non-profit entities understand how central the Baker Methodist Church is to the support network for people in need in St. Charles. It is amazing the things the church is able to do to contribute to the safety network in the St. Charles community. While I do understand you have a mission to advocate for historic properties, what the houses there offer to this community pales in comparison to what this active church next door provides to the community. I had a chance to look a little further at the preservation ordinance. There is a precedent looking at Camp Kane location where the Jones Law Office was relocated to because that was a structure that was important enough to the City. I think you'd find it very amenable of the church selling the structure for \$1 if the City wants to get involved with keeping that part of the history in the town. While I do understand the advocacy rule you have, I also see that the City Council has to look at what is best overall.

Mr. Pretz referenced the executive summary of the parking recommendation survey which stated St. Charles has adequate parking supply for current demand. In here it says, you may not have your first choice to park, of the three parking garages only the 5-story parking garage at 79% is under practical capacity, 89% standard during the peak periods of occupancy, including this garage, there are 11 off site public parking facilities that are under capacity during the highest parking period. This means that overall, there are a significant number, 209 available parking spaces during the peak period. Pastor David said there is about 500 attendees, 108 families. The highest peak, church only, not weddings, not public events, of those 108 family units how many vehicles are driven to the church, how many vehicles are parked on the street, how many vehicles are parked in the south lot, how many vehicles parked in the north lot? The need for extra spaces may not necessarily be a true number.

Mr. Kessler asked why wasn't 211-215 building demolished if the need was so great? The north lot, the thought of removing a good lot and building on it and tearing down buildings for another parking lot, one of which is historic, is insulting.

Ms. Rice added if this is about financial burden, it's not free to demo a house and repave a lot. I feel you've already spent the proceeds from the north lot on the elevator and maybe some other projects. It was approved before, it's going to cost money to demo it. Where is this money going to come from.

Ms. Morin added there is part of the ordinance that considers financial hardship, but it was not part of the package presented today.

Ms. Malay again questioned why this property was not put on the MLS and the 211-215 house was given approval for demo in 2017 yet nothing was done. Those are my two biggest

concerns. We did give you approval on this and nothing happened. A detailed plan was not presented which is a concern.

A motion was made by Dr. Smunt and seconded by Ms. Rice to approve the COA for demolition of 211- 215 Cedar Avenue.

Roll was called

Ayes: Rice, Smunt, Kessler, Morin, Malay

Nays:

Absent:

Abstained: Pretz

Motion carried: 5-0

c. 217 Cedar Ave.

Mr. Peter Vargulich, member of Baker Church, presented COA for demolition of 217 Cedar Ave. Mr. Vargulich stated I think that the narrative we provided pretty well outlines where we are from a viewpoint of why we're requesting this demolition. The parking lot is our thought on what to do with the property, both parcels. I understand there is a lot of interest, not only from the Commission itself, but also Preservation Partners and others. I think that when the church bought the property in 1993, we had no idea that this was a structure that had so much historical significance as viewed by many people outside our congregation. Potentially would have made a different decision with respect to purchasing the property. I think our request is based on a number of factors with respect to our interpretation and how we have tried to use the property. I think we detailed in our letter that after purchasing we did a number of renovations so that both properties were available for people who could not meet market rents in St. Charles, and we subsidized that process. We felt it was a fair community need and we not only subsidized those rents financially, we had a ministry that supported those people that rented there well beyond normal sorts of services, being that we're not Lazarus House, we're not Hessed House, we are not those organizations, but we felt that we wanted to help as much as we could. The maintenance on the homes became challenging and cost prohibitive from the standpoint of keeping them in a condition that we could allow people to still live there and rent from us. And so we made the decision in 2018 or 2017 to discontinue that effort. We helped those families that were there at the time to relocate and then we closed those buildings. We looked at other opportunities to renovate them and turn them into some sort of a commercial venture, an outreach of some other kind. For us, the church, it was cost prohibitive because it took us into whole different code requirements because it wasn't being rented as a home anymore. It was way beyond hundreds of thousands of dollars to make them compliant from ADA, fire, life safety, all of those things. Which are fair things to expect when you're using them in a different way. It wasn't that we were saying it was all ridiculous, the cost to do so was prohibitive for us. At that point, that's where we stopped doing that, we closed the houses and made our first request to demo them. At that time, we had proposed for the property in total to become green space. That was our end use of the property at that time. It didn't mean it was the only use and didn't mean it wouldn't potentially change. But at the time that is what we were choosing to do. We weren't in an aggressive process or an active process of marketing the properties at that time. It was something being contemplated but it was not an active event for our congregation. You asked

an earlier question, why didn't we demo. The 217 and the COA at the time allowed us to actually demo the garage and I think the back deck of 217. I think if I remember correctly the COA did. It became, weirdly enough at the time, cost prohibitive because the numbers didn't change that much in demoing the whole thing at one time, it's still going to cost us money to come back and do 217 if in fact that could ever happen, and so the decision was not to spend money and do it part way because we would prefer to spend the money one time and gain the efficiencies of demoing both structures and properties at the same time. I would offer one thought as a footnote to all the architectural reports that were produced in 1994. When those reports say that the structure is not historically significant it should be foot noted that it doesn't include all aspects of historical significance. I think that candidly it's a bit misleading to find out that really all you meant was the building is not historically significant. Or in the case of a different report for a different property, it is. Because our report says neither is contributing.

Mr. Kessler questioned about the person who was interested in purchasing the property with an interest in restoring it, I'm hearing now that it was not a value that you would accept. But I also heard the Pastor mention the property has no value. That doesn't really align with the fact that somebody was there with an offer, I don't know if counter offered or not. It seemed like that's some value there. Taking that further there is value in lots in downtown St. Charles. Sometimes they are infill lots, sometimes a house burned down, sometimes a demolition. Those lots can be used as a guide to the value of the empty land would be. Based on what you're saying that should roughly be the value of the property. If you had a person that was there and ready to make a deal for a value that was similar or close to that amount and plus would like to restore the building, I think that would be positive for both parties.

Ms. Rice asked for clarification if there was an engineer that went out and looked at the house? And what was the conclusion? Ms. Malay advised it was a home restoration expert. The conclusion was it was restorable.

Gloria Kohlert Geske, previous homeowner, my family owned the house for 80 years and sold to the church. When my family initially bought it 80 years ago it was just a shell, but it was quarry stone so it's a solid structure. My great uncle Fred Rasmussen was a Danish craftsman, and my great grandfather built the rooms. The house stayed in the family and was passed down to my Aunt Edith Kohler, who was also very involved with the community. She was the secretary to Doc Langum and she was very involved with his campaign for election. She passed away at 73 and eventually it passed down to me, along with 211-215 Cedar Ave. which was also built by Fred Rasmussen and Fredrick Kohlert. When my husband and I moved in we totally updated bringing the house up to 1990 standards. It was beautiful inside and out when we owned it. We put the house up for sale in 1993 on Easter weekend and that Monday the Baker Church made an offer which I actually declined because I knew they would make a parking lot out of it. The Baker Church came back and said they have no plans on making it into a parking lot. We realize and appreciate the historical value of this house; we will be using it for our ministry or a parsonage, so we accepted the offer. It was structurally a great house when we owned it. I have no argument with the 211-215 Cedar Ave. being demolished but this is a historic house.

Mr. Steve Gibson, I would like to address the idea of whether this house is historic when it's

related being contributing or non-contributing. This non-contributing from the aspect of the architectural. But then the other side of this thing, this house has lived for 180 years and has stood for at least 8 years with nothing in it, no heating, no air conditioning, no power of any kind. When we went into the house in 2017 it was in great shape. We found the stairs going to the 2nd floor to be level. The history of this house and all of the different contacts that it links to, whether it's Edith Kohlert, secretary for Mayor Langum, or Mayor Rockwell. Or it's her brother Henry Kohlert who raced in the Indy 500 and helped found the DuPage Airport with Colonel Baker. But then going back to William Barry himself, the first president of the Kane County Bar Association. One of the first judges in Kane County. His kids died when he was an older man, he married twice, his second wife died a week before he died. When he died he had no one left, the house went to a guy who was a boarder at the time. Today when I go looking for him I find stories all over, I can find him being a campaign manager for General Farnsworth through six campaigns, working with the gangs called the Regulators and the Bogotti gangs. He knew Abraham Lincoln. Saying all of that the thing that gets to my heart is when I look today, I can't find a photo of the man, a drawing of the man, so what exists today is that house that sits at 217. In the finest way it's the last remnant of that man and all the things he did in this town. I think there are a million things that can be done with this house, but the one thing we can't redo, bring back, is knocking this house down and turning it to gravel and waiting for this parking lot be built. When I take people on a tour of the City, here's where Judge Barry's house was, it's a lot more fun to tell them that is Judge Barry's house in the present. I urge you not to approve demolition.

Al Watts, Preservation Partners of the Fox Valley, the role of Historic Preservation is to maintain the continuity of culture and heritage, it's about finding solutions to future needs while maintaining connection to the past as much as possible. Local ordinances help guide us through that. As Community Engagement Officer, to compare the ordinance for historic preservation to the application that has been submitted to demolishing 217 Cedar Ave. When we look at that we don't believe it meets the criteria for demolition for 3 reasons, the buildings historic significance, no demonstration in application that shows there is a significant public safety concern, and there does not appear to be an immediate need to demolish. When it comes to historic significance, in the ordinance it says if demolition would seriously impair historically, give due consideration for historical features. If there is historic value with the property you should give it some consideration. As discussed, 211-215 Cedar Ave. did not have that, which is why you fairly agreed to have demolished. Not contributing architecturally, the historic value doesn't have to be architecture. In your resolution denying the COA in 2017, you found that the building should be reclassified as Contributing. It can be historic and that's enough of value to give it due consideration. The second thing on the health and safety risk, there doesn't appear to be a health or safety risk from this building. While applicant has noted the home is uninsurable, that is not the same thing as posing a health and safety risk. Absence of a structural engineering report, that home is not a safety risk. Finally, the demolition is premature. The applicant has been clear that they want to demolish the properties to make up for the parking they are going to lose across the street. However, that lot still is going to need to go through a permit process and could take months. There are plenty of other properties around the community that a lot of work has gone into and never happens. Ultimately our fear is these can get demolished and that parking lot is not there. The application does not include, as required by ordinance, a plan for the use of the property being vacated by the proposed demolition or relocation. They do have a drawing but

that drawing doesn't say anything about the practicality of building that parking lot there. Are they going to be able to have 20 more parking spaces there. That is why we feel the application doesn't match with the ordinance. When a historic building is demolished, it is lost forever, and it takes a little piece of historic character of the City when it goes. There may come a day when demolition is necessary for this property. However, until then our organization is committed to collaborate with the applicant to find a suitable solution to meet their needs.

Mr. John Stockman, St. Charles Resident, lives immediately north of the north parking lot. I can attest to what Mr. Pretz said earlier that lot is woefully under used. I'd be surprised if I see it full 8 or 10 times a year. Usually for a City event, parades, fireworks in Pottawattamie Park, etc. It's rarely filled by the church. Everything that we've talked about individually this evening is really of a piece. Everything is interrelated, the churches' requirements, the parking requirements, the historic value of Barry House. I would love to see Barry House preserved. It occurred to me the north lot, which I understand the Pastor said was under contract. The possibility of subdividing that property and converting it to some combination of parking, to satisfy whatever requirements the church feels it needs by virtue of the loss of Barry House and another portion of the property which in total is about ½ a full city block, the remainder of that could be sold for redevelopment. I do not see the equation of the value of an entire ½ block of city property with a single elevator. It seems to me there would be considerable amount of excess, that would accrue to the church for their benefit. I don't know if the City, the Historical Commission or the church could intervene in that contract somehow with the status of the contract is.

Ms. Malay added, let me note back in 2021 through last year, we painstakingly reviewed the entire survey that was the original 1994 survey that was done, it helped justify in forming the Commission. The Commission was formed over the loss of a historic building that was demolished due to disrepair. We are sensitive to the idea losing any more historic resources we have regardless of the condition of those homes. Please understand this is where we are coming from. We have gone ahead and reclassified 217 Cedar Ave. as a Contributing structure. Now we do see we need to consider that in some of these classifications. There had been a comment earlier about it's not landmarked and it never was landmarked. The reason why the Commission chose not to landmark it was because it does have the same protections as a landmark is given because it sits within our district. We felt that it would be showing the peaceful hand by allowing it to be protected with that versus going in and landmarking against the owners will. We have done that in the past on properties that were not within the district. And fortunately, we have been lucky enough to have those owners agree to go ahead with it. We had that opportunity to do so but we felt since the protection was there we would prefer to try to work out a good resolution to it versus force it.

Mr. Kessler commented losing a historic resource to have another parking lot built and then building a parking lot on this one I feel is unacceptable. The church has said they don't consider the property to have any value, I understand the context that is given, but the fact is there is still a potential buyer who could be negotiated with, is interested in restoring the building and I think that should be pursued.

Ms. Morin said there is not value for the church but that does not mean there's not value to

the community, to potential families and noted through previous COA that efforts to sell are not what they could have been as far as public listing. As a person who recently bought a house I went to MLS, I wouldn't know otherwise what was available. I wasn't part of the Commission in 2017, I went back and read the meeting minutes and I feel there hasn't been much change from then and to now. Our responsibility here is to represent the historic district and the value of all the properties. I feel that proposing this as a parking lot instead of a green space is taking a step back.

Mr. Pretz said in reference to conducting an onsite survey, none was provided by Baker Methodist other than pointing out some things verbally. It would have been nice to see some sort of survey being done by a reputable resource. In the absence of that I do have the onsite survey was taken in 2017/2018. I would like to read. The Judge Berry House at 217 Cedar Street is a classic Greek revival home built in 1846- we will correct that, it's 1844- the semi-circular niche in the north gable probably contained a wooden fan, the house is built in limestone laid in courses and is in wonderful condition. If the stucco were removed and tuckpointed it would look similar to the stone the house to the west, which is now a landmarked home. 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 8 x 10 that needs a post placed 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 is visible from the basement is 1 x 10 white pine. The first floor has ¾" hard maple floors probably laid around 1900. Floor is level and smooth and attractively finished with no signs of instability. The stair case is original and complete except for 2 missing balusters. The upstairs floors are also maple but 3/8th inch thick, well finished and very sound. Attic shows a center beam 6 ½' x 8" hand-hewn oak with oak 3" x 6" ceiling joists notched in. They are spaced 16" on center with insulation between. Rafters also oak and measure 3" x 4 1/2" on 32" centers. The original pine piqued sheeting is in place. The boards were gapped originally because the original roof was wood shingles, the roof is now 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 end shows the chimneys were built integral with the stone walls, the ¾ inch 4 x 8 insulation board has been applied directly to the interior walls. Goes on to say I've been a restoration carpenter in the Fox Valley area for over 40 years. The Barry House is a remarkable condition, restoration would require only cosmetic work and nothing of structural nature.

Ms. Malay followed up that several of the commission members were on the tour.

Mr. Kessler also added he was in the house about 6 weeks ago with Dr. Smunt and I didn't see any significant change since 2017.

Ms. Rice added I don't see an immediate need for demolition. And I don't see an immediate need for parking with the north lot still there.

Dr. Smunt added I feel that when it comes to marketing that property for sale, the church did not due their due diligence by not having the house listed on the MLS listing with a commercial realtor. And having a potential buyer making an offer on what they consider a worthless property. I feel I'm getting mixed signals from them when it comes to talking

money about the sale of the property. I will support the preservation of the structure.

Ms. Malay agreed with what the Commission is saying at this point. I feel very strongly that it is our mission to protect our historic resources. This home, even though it is underrecognized, has a huge historic significance. It has connections to Colonel Farnsworth, to Abraham Lincoln. Judge Barry was a very important person to this community. I do feel that I understand it is a financial hardship for you to maintain it, but I also feel like it has gotten into the condition it is because it hasn't been maintained. We know that the other house has definitely gotten worse in the last 6 years because of the lack of maintenance. I cannot approve a demolition basically by neglect.

Mr. Pretz asked the Commission, we are talking about the house, is it still open if they want to take down the garage? In your eyes? I'm not sure taking the addition off or taking off the front knee wall is cost prohibitive.

Dr. Smunt responded I think before we do anything I would like to see the entire parcel preserved as is. There is no other alternative plan other than they want to make it a parking lot. I haven't seen anything; I haven't seen any evidence that this is moving forward. Perhaps that garage could remain as a storage unit regardless of how a parking lot is configured around the property. I would rather wait and see what comes forward from alternative options. We can always approve a demolition permit on the garage only, but we don't have to do it today.

Ms. Malay added we saw a factory building that had some significance get saved because the fact that they worked with some of the local organizations to find a buyer. But if it hasn't been listed on the MLS, means it also hasn't been marketed to a lot of different avenues that you can market historic properties. If it hasn't been given that opportunity. I can't say we have tried every effort to preserve that building and have it be a win-win for both parties. I think that's another issue that we need to recognize. If financial issues are the biggest aspect, then I think you need to work with these organizations and possibly list with MLS to see if we can't find a suitable purchaser for the property. Who knows maybe you can find a buyer to buy both of them. I do think we need to try and have more active marketing for the sale of that property. If that is what your biggest concern is, the financial burden.

A motion was made by Mr. Kessler to recommend denial of the COA for demolition of 217 Cedar Ave for various reasons discussed during the meeting, based on Chapter 17.32 "Historic Preservation", and based on not seeing any change in the information from 2017, utilizing the 2017 denial recommendation findings.

Motion was seconded by Dr. Smunt.

Findings incorporated by reference from Historic Commission Resolution 09-2017:

1. Significance of a Site, Structure or Building

FINDING:

The building is classified as “Non-Contributing” in the 1994 Architectural Survey of the Central Historic District. The building is identified as the Barry House on the St. Charles Public Library Local Historic Buildings Listing. Historic information on the building was not available when the 1994 survey was conducted. Evidence presented during the review of the Certificate Appropriateness suggests that the building could be re-classified as “Contributing”. The following supporting exhibits are attached: Exhibit “A”- Photo of the original appearance of the structure; Exhibit “B”- Photo of the house after a remodeling in the 1940s; Exhibit “C”- 1898 Sanborn Fire Insurance Map showing the footprint of the house and addition; Exhibit “D”- Descriptive Statement of the Judge William D. Barry house supporting designation of the building as a Historic Landmark on the basis of historical significance.

2. General Architectural and Aesthetic Guidelines

FINDING:

Demolition of the building would remove an example of Greek Revival Architecture that meets the General Architectural and Aesthetic Guidelines listed in Items 2a through 2h.

3. Secretary of the Interior’s Standards for Rehabilitation

FINDING:

Removal of the structure would not meet Secretary of Interior Standards for Rehabilitation, Items 3a, 3b and 3e. The photo attached as Exhibit “A” shows the original characteristics and architectural features of the building.

- 3a. Demolition of the building would constitute a significant change, rather than a minimal change, that would eliminate the defining characteristics of the building.
- 3b. Demolition of the building would eliminate the distinguishing original qualities and historic character of the building.
- 3e. Demolition of the building would eliminate distinctive features that characterize the building.

4. Code Conflicts

FINDING:

Not applicable

Roll was called on the motion.

Ayes: Rice, Smunt, Kessler, Morin, Malay

Nays:

Absent:

Abstained: Pretz

Motion carried: 5-0

6. Grant Applications

None.

7. Landmark Applications

None

8. Preliminary Reviews- Open forum for questions or presentation of preliminary concepts to the Commission for feedback

None.

9. Other Commission Business

Rachel Hitzemann announced the new City website. Presenting new interactive landmark and Historic District map where you can open up historic codes and historically significant properties.

10. Public Comment

Mr. Al Watts advised of events that will be coming up with the Preservation Partners of Fox Valley.

11. Additional Business and Observations from Commissioners or Staff

None.

12. Meeting Announcements: Historic Preservation Commission meeting Wednesday, October 16th, 2024 at 7:00 P.M.

13. Adjournment

With no further business to discuss the meeting adjourned at 8:44 p.m.

The Judge Barry house at 217 Cedar Street, St. Charles, Illinois is a classic Greek 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)





ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY

ST. CHARLES CENTRAL DISTRICT

ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

ARCHITECTURAL INTEGRITY

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Major Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

ARCHITECTURAL SIGNIFICANCE

- ☐ Significant
- ☐ Contributing
- ☒ Non-Contributing

BUILDING CONDITION

- ☐ Excellent: Well-maintained
- ☒ Good: Minor maintenance needed
- ☐ Fair: Major repairs needed
- ☐ Poor: Deteriorated

ARCHITECTURAL DESCRIPTION

Style: Greek Revival

Date of Construction: 1850

Source: St. Charles Historical Museum

Features:

Two story structure with one story addition at south.
Front gabled roof. Stucco exterior filled in fan light and greatly affected the appearance.

**Address:**

217 East Cedar Avenue

Representation in Existing Surveys:

- ☐ Federal
- ☐ State
- ☐ County
- ☒ Local

Block No. 42

Building No. 5

SURVEY DATE:

MAY 1994

ROLL NO. 14

NEGATIVE NO. 3



ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY

ST. CHARLES CENTRAL DISTRICT

ST. CHARLES, ILLINOIS

ARCHITECTURAL INTEGRITY

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Major Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

ARCHITECTURAL SIGNIFICANCE

- ☐ Significant
- ☒ Contributing
- ☐ Non-Contributing

BUILDING CONDITION

- ☐ Excellent: Well-maintained
- ☒ Good: Minor maintenance needed
- ☐ Fair: Major repairs needed
- ☐ Poor: Deteriorated

ARCHITECTURAL DESCRIPTION

Style: Greek Revival

Date of Construction: 1846

Source: St. Charles Historical Museum

Features:

Two story structure with one story addition at south. Front gabled roof. Stucco exterior filled in fan light and greatly affected the appearance.

Historically the structure is significant.

Dan Otto, professional historic carpenter, assessed the home in 2017. He determined that the structure is in remarkable condition and that restoration would require only cosmetic work and nothing structural in nature.

**Address:**

217 East Cedar Avenue

Representation in Existing Surveys:

- ☐ Federal
- ☐ State
- ☐ County
- ☒ Local

Block No. 42

Building No. 5

SURVEY DATE:

MAY 1994

ROLL NO. 14

NEGATIVE NO. 3

**Certificate of Appropriateness Application for 217 Cedar Ave.
submitted by Baker Memorial United Methodist Church**

- 1. Application including:**
 - a. Request Letter dated 9/12/24**
 - b. Current photos**
 - c. Site Plan for Parking Lot**
 - d. Aerial Photos of the church-owned lots**
- 2. Presentation to P&D Committee 12/9/2024**
- 3. Petition to Demolish submitted 12/3/2024**

APPLICATION FOR COA REVIEW
HISTORIC PRESERVATION "CERTIFICATE OF APPROPRIATENESS"



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT / CITY OF ST. CHARLES

(630) 377-4443

To be filled out by City Staff

Permit #: _____ Date Submitted: 9 / 19 / 24 COA # _____ Admin. Approval: _____

APPLICATION INFORMATION

Address of Property: 217 Cedar Avenue

Use of Property: ☐ Commercial, business name: _____

☒ Residential ☐ Other: _____

Project Type:

☐ Exterior Alteration/Repair

☐ Windows

☐ Doors

☐ Siding - Type: _____

☐ Masonry Repair

☐ Other _____

☐ Awnings/Signs

☐ New Construction

☐ Primary Structure

☐ Additions

☐ Deck/Porch

☐ Garage/Outbuilding

☐ Other _____

☒ Demolition

☒ Primary Structure

☒ Garage/Outbuilding

☒ Other decks, driveways, porches

☐ Relocation of Building

Description:

Complete removal of all existing structures on the property. Replace with surface parking lot, see plan.

Applicant Information:

Name (print): Baker Memorial United Methodist Church

Address: 307 Cedar Avenue

Phone: 630-584-6680

Email: mmillette@comcast.net

Applicant is (check all that apply):

☒ Property Owner

☐ Business Tenant

☐ Project contractor

☐ Architect/Designer

Property Owner Information (if not the Applicant)

Name (print): _____

Address: _____

Signature: _____

APPLICANT/AUTHORIZED AGENT SIGNATURE

I agree that all work shall be in accordance with the plans, specifications and conditions which accompany this application, and I have read and understand the Historic Preservation COA General Conditions.

Signature: _____

Date: 9/19/24

BAKER MEMORIAL UNITED METHODIST CHURCH

Experience Christianity for Today's World

September 12, 2024

St Charles Historic Preservation Commission
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: Request for Certificate of Appropriateness to demolish structures at 217 and 215-211 Cedar Avenue

Dear Commission Members,

Baker Memorial United Methodist Church (BMUMC) has owned the residential properties at 217 Cedar and 215-211 Cedar for many years. We did review the May 1994 Architectural Surveys commissioned by Historic Preservation Commission (HPC) and were pleased that both properties had an Architectural Significance of "Non-Contributing."

Initially it was BMUMC's intent to combine these properties with our other adjacent properties (associated parking lots) for an annex building that would support church missions. That need has not developed. Until 2018, the church had provided the homes for families in need. BMUMC has spent thousands of dollars in maintenance and repairs, as well as hundreds of hours of volunteer work.

BMUMC has continued our efforts to sell these two properties in conjunction with our other adjacent properties (the surface parking lots). We have also been marketing our property (currently a parking lot) bounded by Cedar, 3rd and State Avenues (i.e. the North parcel). In 2023, we provided a letter to the City of St. Charles during the downtown parking study confirming our intent to find appropriate developers to convert both properties into a higher and better use that will enhance the downtown and the city at large. BMUMC has signed a sales agreement for the north parcel. The developer will be contacting the city (and HPC) as their plans are developed.

Our decision to request demolition of both homes is twofold.

First, the condition of both homes has deteriorated to the point where neither home is insurable. We can provide the letter from our insurance company that addresses the condition of the homes and their reasoning as to non-coverage. Despite tireless efforts to secure and restrict access to the homes, we have had several break-ins, incidents of trespassing and vandalism. Police reports can be provided for your review.

Second, we want to be good neighbors. The condition of the homes has a negative impact on nearby businesses and the neighborhood.

The sale of the north parcel will remove 44 parking spaces that BMUMC and the public use on a daily basis. Our plan for the two parcels (post demolition) is to build a surface parking lot with about 20 spaces (see the attached plan). BMUMC has begun discussions with the city to modify and expand the 2017 lease for the adjacent parking to include the proposed 20 spaces, so that these new spaces will also be available to the public.

With planning for the demolition of both homes, we will need a new location for our refuse enclosure (which is currently adjacent to the garage at 217 Cedar). We are proposing a fenced enclosure at the southwest corner of the new parking lot which also shown on the attached plan.

Since the purchase of these two properties decades ago, BMUMC has made all reasonable efforts to maintain these homes and use them for the benefit of the community. The church's intended redevelopment use of the properties when they were first purchased has not materialized. Our mission is not one that includes maintaining structures that continue to be a financial burden to the church.

We have been and will continue to be a positive and contributing citizen of St Charles. Our financial resources and time need to be focused on our beautiful building at 307 Cedar Avenue and the many missions of outreach, care and love that support our membership and the surrounding community. We ask for your agreement with our requested demolition and approve the Certificate of Appropriateness.

Sincerely,



Mike Millette
Trustees Chairperson



Rev. David Aslesen
Pastor

Enclosures and attachments

September 12, 2024



217 Cedar, front, looking southeast



217 Cedar, rear, looking northwest

September 12, 2024



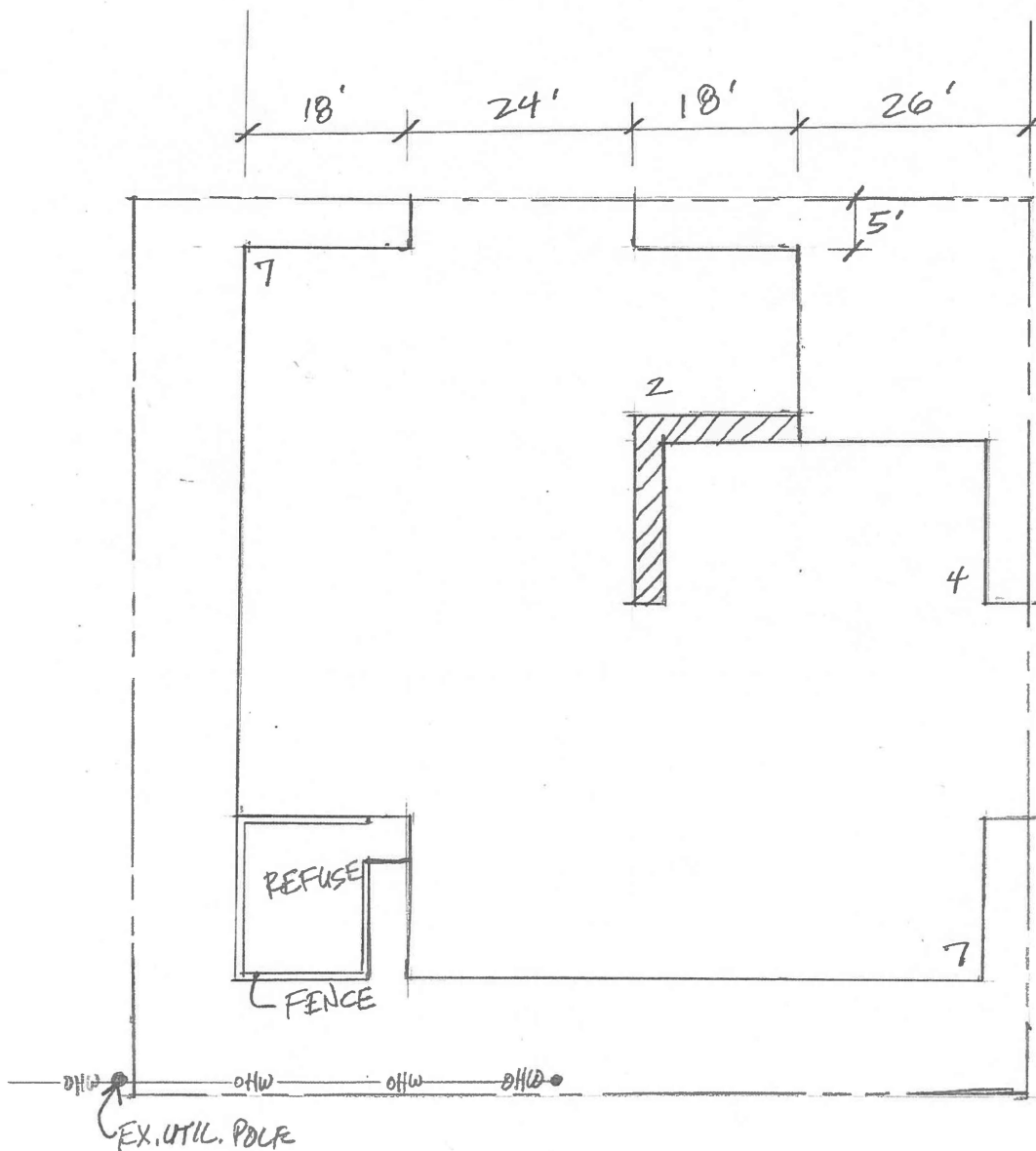
215-211 Cedar, front, looking southwest



215-211 Cedar, rear, looking north

CEDAR AVE.

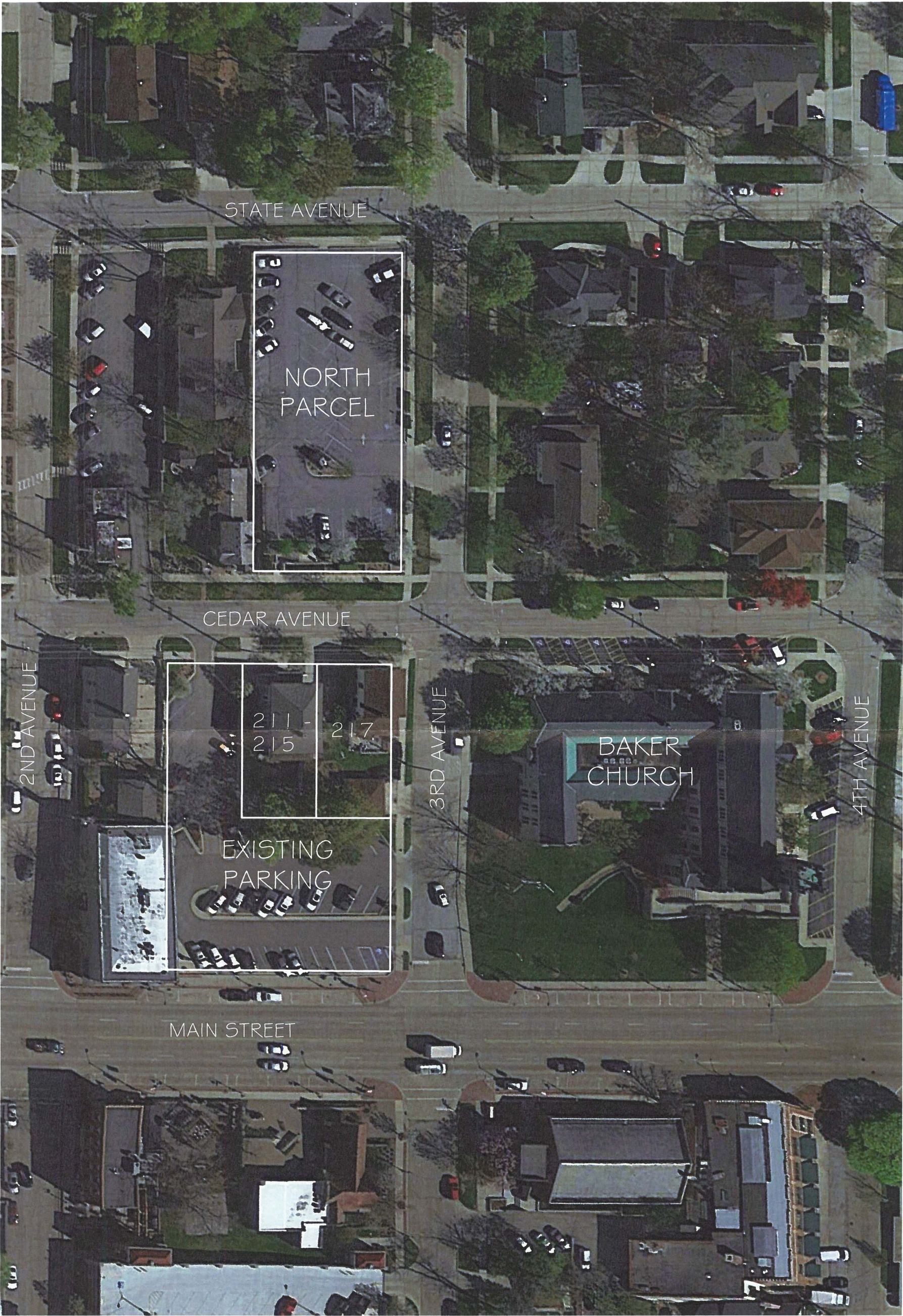
3rd AVE.



North
1" = 20'

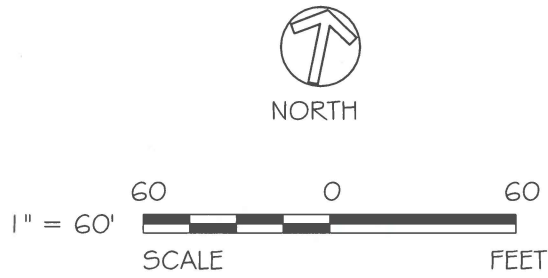
0 5 10 20 40

1-30-24



BAKER MEMORIAL
UNITED METHODIST CHURCH

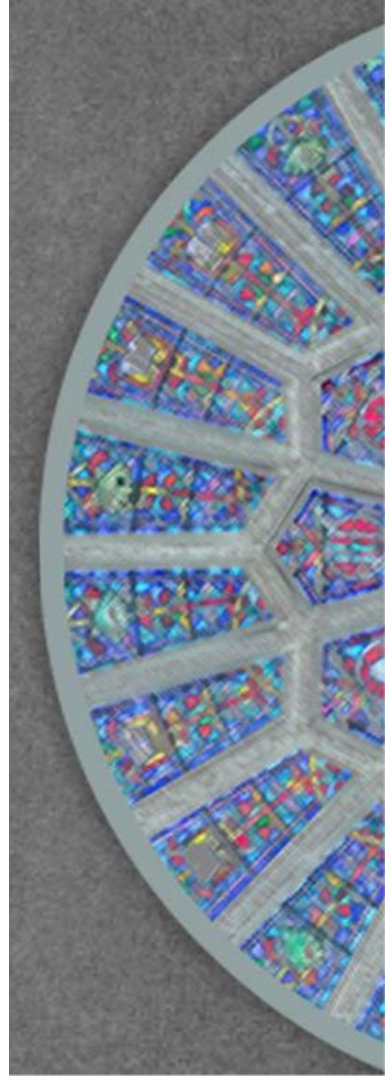
ST. CHARLES, IL



BAKER MEMORIAL UNITED METHODIST CHURCH

Experience Christianity for Today's World

City of St. Charles Presentation
Property Request - 217 Cedar Ave
Monday, December 9, 2024



Introductions & Background

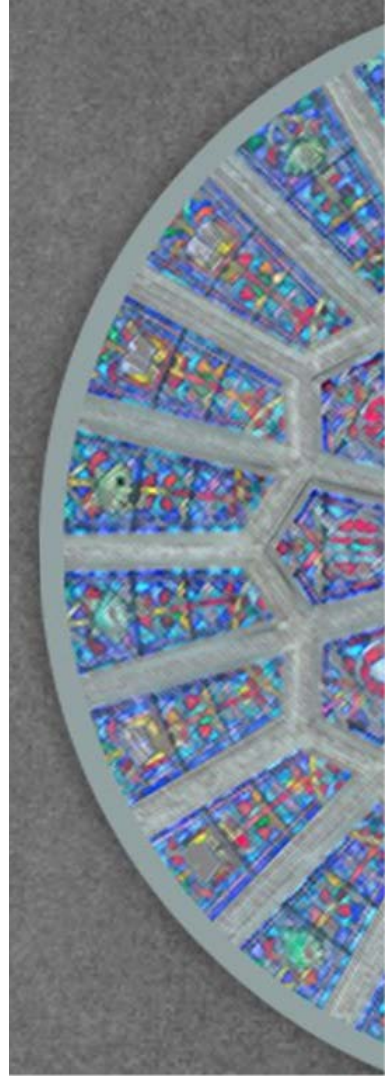
Rev. David Aslesen: Pastor

Brian Harris: Church Member / Property Committee
Chair

Peter Vargulich: Church Member / Consultant -
Designer

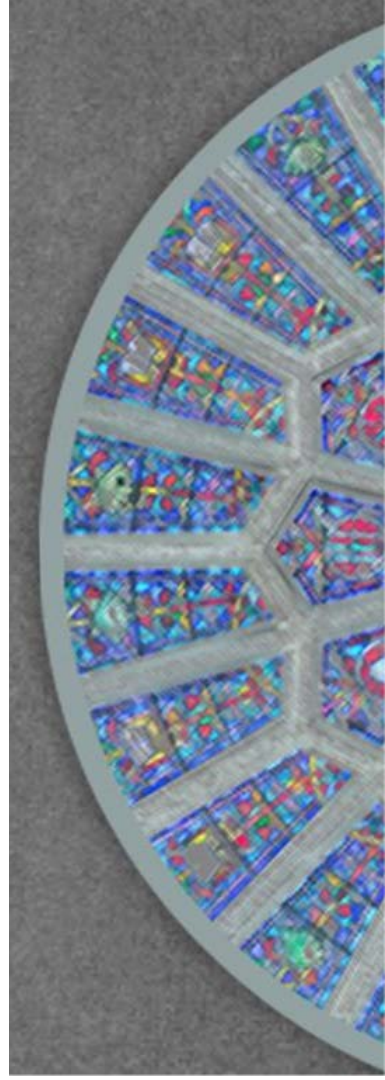
John Hoscheit: Church Attorney

Kristin Fischer, Mike Millette, John Stumpf, Curt
Barrett: Church Members/ Property Committee
Members



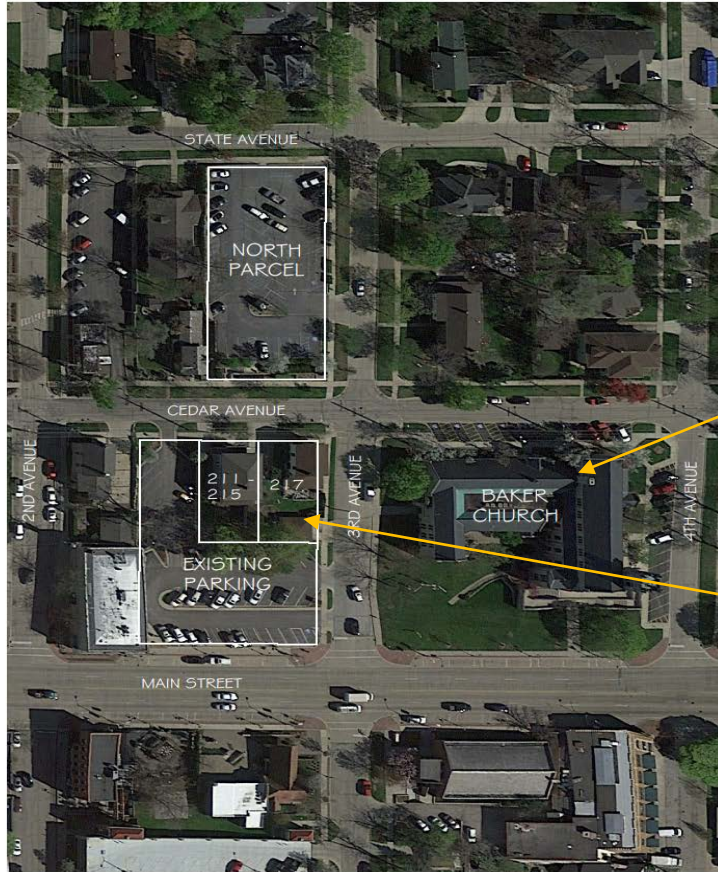
Church History: A People and A Place

- Purpose/Funding of a Not-for-Profit Congregation
- Primary Source of Funding is from our Members
- “Anchor” in the Community for Over 180 Years
- Church Building Serves as a “Landmark”
- Col. Edward J. Baker Gift to the Church
- Huge Ongoing Capital Investment to Maintain and to Improve the Church Building



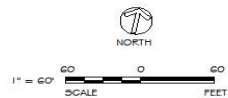
BAKER MEMORIAL UNITED METHODIST CHURCH

Experience Christianity for Today's World



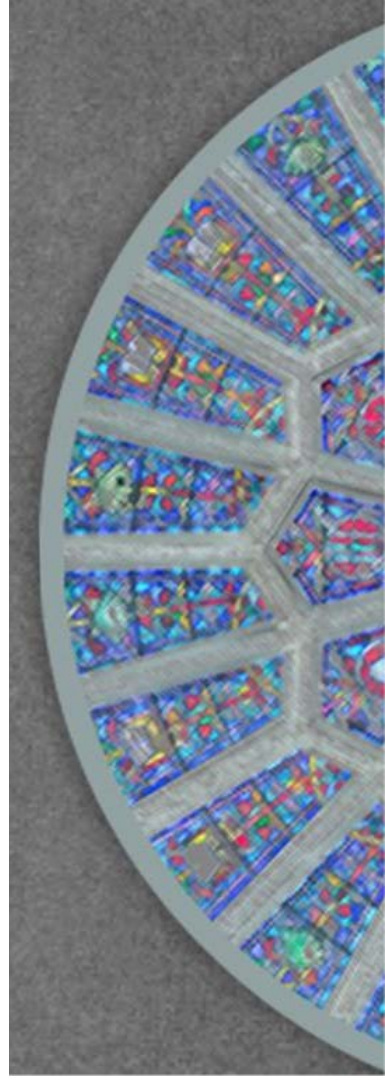
**307 Cedar
Avenue**

**217 Cedar
Avenue**



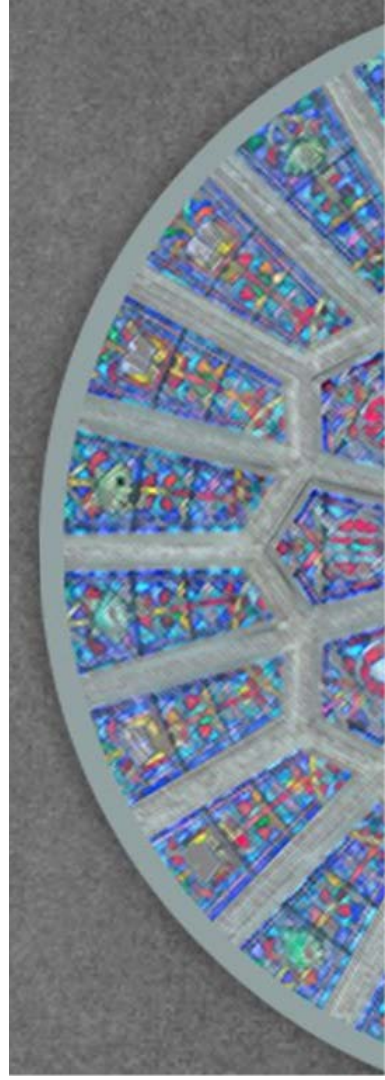
BAKER MEMORIAL
UNITED METHODIST CHURCH

ST. CHARLES, IL



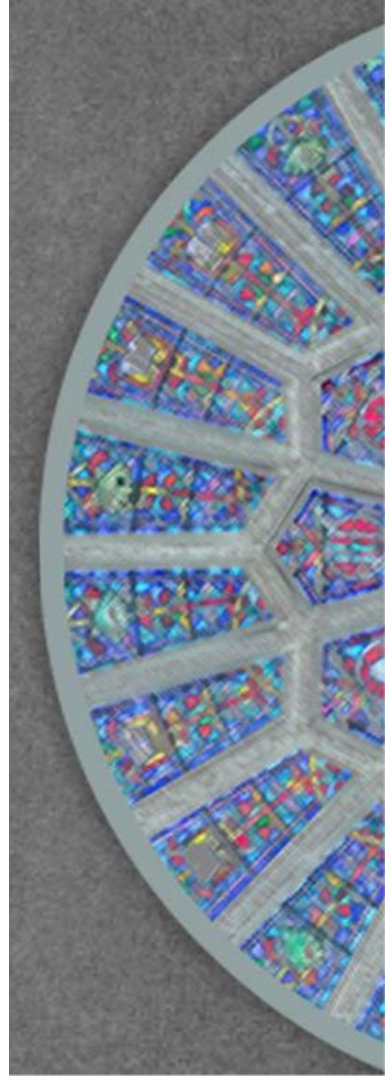
Church Ministries, Activities & Operations

- “Holy Hub” of Christ-directed Activity in St. Charles
- Generations of Generous Investment
- Church in Service to and with the Community
- 30+ Community Events of All Kinds each Year
- Maximizing both the Facility & Parking Lots
- Many STC Organizations Currently Use the Facility



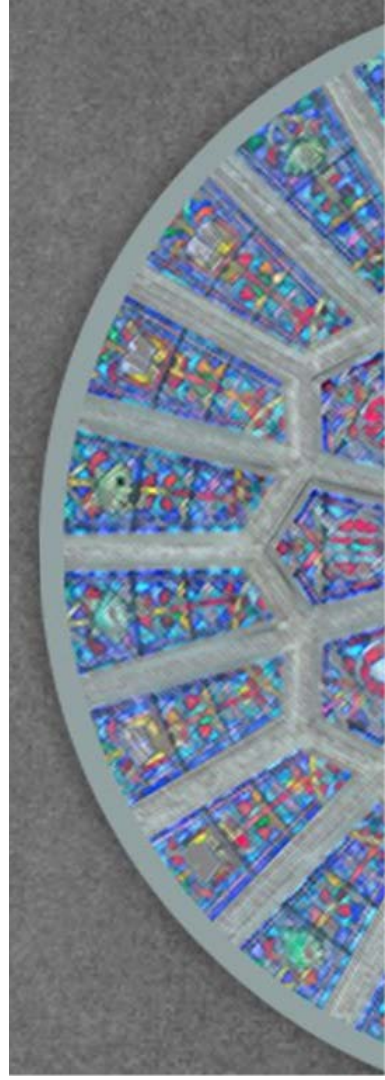
217 Cedar Avenue Property

- Bought 211-215 Cedar and 217 Cedar in 1993
- Intended & Actual Uses of the Properties to Date
- History of Redevelopment Requests for Houses
- Ongoing Confusion of Historical Relevance



Summary: Baker Memorial UMC...

- Has Explored Many Options with the City
- Has Tried to Sell the Property at Fair Market Value
- Is Willing to Honor and Acknowledge 217 Cedar
- Is the Owner and Needs to Use the Property for the Church's Best Use
- Is Open to Cooperate with the City to Meet the Current & Future Parking Needs
- Requests Approval of Demo Permit for the Property located at 217 Cedar Avenue



BAKER MEMORIAL UNITED METHODIST CHURCH

Experience Christianity for Today's World

Petition to Demolish Church-Owned Property Located 217 Cedar Avenue

To: City Council of St. Charles

From: Members, Constituents and Friends of the Baker Memorial United Methodist Church

Dear City Council,

The Baker Memorial United Methodist Church requests a permit for the demolition of a church-owned property located at 217 Cedar Avenue located just north of the Main Street parking lot. The demolition of the 217 Cedar Ave building along with the adjacent building (211-215 Cedar Avenue) will provide room for 20 additional parking stalls. The 217 Cedar Ave. building does not contribute to the historical neighborhood or the economic interests of the community or the mission of the congregation.

For the safety of our community and the economic development of St. Charles, we, the undersigned members of Baker Memorial United Methodist Church, constituents, friends of the congregation, community members, and/or business owners request your support for our petition and permit.

Name

Signature

Jane H. Anderson

Jane H. Anderson

Jean L McCabe

Jean L McCabe

JUDITH L. SCHLARB

Judith L. Schlark

VIRGINIA M. GAMMERER

Virginia Gammerer

Sylvia Wennlund

Sylvia Wennlund

ALLAN SCALES

Allan Scales

JOHN STUMPF

John Stumpf

Loretta Wilson

Loretta Wilson

David Wilson

David Wilson

Kathy Sabaini

Kathy Sabaini

Steve Coon

Steve Coon

Samuel Nese

Samuel Nese

Sandra Cook

Sandra Cook

Kelly Haab-Tallitsch

Kelly Haab-Tallitsch

Karen Barger

Karen Barger

Carl Masters

Carl Masters

SHAVER SEYMOUR

Shaver Seymour

TIM RAINY

Tim Rainy

Jon Zenker

Jon Zenker

BAKER MEMORIAL
UNITED METHODIST CHURCH
Experience Christianity for Today's World

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Name

Signature

Andrea Zenker

Andrea Zenker

DIANA Seymour

Diana Seymour

Michele Clancy

Michele Clancy

Peter Vargulich

Peter Vargulich

Sandie Benhart

Sandie Benhart

Stephen Hunt

Stephen Hunt

DEBORAH L. CONTERATO

Deborah L. Conterato

**Letters received for
12/9/24 P&D Committee
meeting**

From: Bobby Fred <vandermanor@sbcglobal.net>
Sent: Monday, September 30, 2024 6:19 PM
To: Hitzemann, Rachel
Subject: Judge Barry house....

To whom it may concern; The house is old, and in need of great repairs, I'm sure, and that takes time and money. But why can't we do like the French...in Paris, buildings are not allowed to be torn down...they must be restored. I think St. Charles has many buildings that have been torn down, but there should be a movement to "restore", and "preserve", rather than "rip down"...and for a parking lot, of all things!

Robert Vanderschaaf, St. Charles, Illinois

From: [Daniel Russo](#)
To: [Hitzemann, Rachel](#)
Cc: info@ppfv.org
Subject: Preserve 217 Cedar Ave., St. Charles
Date: Wednesday, October 2, 2024 3:09:27 PM

What attracts residents to the Fox Valley? Strong schools, natural beauty, and historic character are three popular reasons. The website for the City of St. Charles highlights the importance of historic character with the following proclamation: "St. Charles has a rich and storied history. We honor and preserve that history, which has helped shape who we are today." As you contemplate the future of a house built in 1844, just 10 years after the founding of St. Charles, I urge you to deny the demolition petition. The Judge Barry House tells many stories. In it we get to look back 180 years and see the lifestyle of a prominent resident, a vernacular architectural style, a record of building materials, and the houses' relationship to the growth of a city.

As the fortunate owner of a 125 year old house, I experience a few inconveniences from owning a historic building, but I am amply rewarded by sharing the story of the house with neighbors and visitors who leave every conversation with a deeper understanding and appreciation of our town and its history.

In 1970, performer Joni Mitchell warned the world, "They paved paradise and put up a parking lot." Will anyone in the next 100 years be thrilled if we have an additional parking lot?

Daniel Russo

October 2, 2024



Historic Preservation Commission
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: COA for 217 Cedar Ave. demolition

The role of historic preservation is to maintain the continuity of culture and heritage that gives a community its unique identity. Rather than being opposed to change, historic preservation is about finding solutions to future needs while maintaining as much of a connection to the past as possible. Local ordinances guide decisions about historic structures. Preservation Partners compared the St. Charles Historic Preservation Ordinance with the submitted application to demolish 217 Cedar Avenue and we do not believe it meets the criteria for demolition under the ordinance because of the property's historic significance, lack of public safety concerns, and the lack of an immediate need to demolish it.

HISTORIC SIGNIFICANCE

Judge William D. Barry built his two-story, stone home at what is now 217 Cedar Avenue in 1844 and lived there with his wife until they died in 1892. In his over 50 years as a St. Charles resident, Judge Barry served as a lawyer, Kane County judge, political operative, and mentor to many young lawyers. According to the city's Landmark Designation Procedures, the Judge Barry House would likely qualify as a historic landmark with criteria #1, "part of the development, heritage, or cultural character of the community...", and #3 "person who significantly contributed to the development of the community..."¹ As historically significant, the ordinance states in 17.032.080.G-1a that if "demolition would seriously impair or destroy historically or architecturally significant features... the Historic Preservation Commission shall give due consideration to protection of those historically and architecturally significant features."² While the home was designated "non-contributing" architecturally in the 1994 Architectural Survey of the St. Charles Historic District, the HPC found in Resolution No. 9-2017 denying a COA for the demolition of this structure in 2017 that "the building could be re-reclassified as 'Contributing.'"³ Furthermore, architectural significance is not required for a home to be historically significant.

NO HEALTH OR SAFETY RISK

The submitted application does not include any information indicating that the property is an imminent health or safety risk. Ordinance 17.32.080.G-5 explains that the HPC is obligated to approve a COA if "there are irreconcilable differences between requirements of the building code, life safety code, or other

¹ St. Charles, Illinois Code of Ordinances, "Landmark Designation Procedures," Chapter 17.32.060 (C), https://library.municode.com/il/st._charles/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.32HIPR.

² St. Charles, Illinois Code of Ordinances, "Certificate of Appropriateness," Chapter 17.32.080 (G-1a), https://library.municode.com/il/st._charles/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.32HIPR.

³ City of St. Charles, Illinois, "Historic Preservation Commission Resolution No. 9-2017," October 18, 2017.

codes adopted by the City...”⁴ While the applicant notes that the home is uninsurable, this is far from proof that the home poses a health or safety risk to the public. Absent a structural engineering report from a firm with experience with historic structures, the home does not present a health or safety risk for the public.

DEMOLITION IS PREMATURE

The applicant explains that this demolition is necessary to create additional parking because “the sale of the north parcel will remove 44 parking spaces that BMUMC and the public use on a daily basis.” The purchaser of the church’s north parking lot will need permit review and approval before it can break ground. This could take months or years. Until the 44 parking spaces are lost, the church and the city do not need additional parking. In addition, the application does not include, as required by ordinance 17.32.080 (B-2) a “plan for the use of the property being vacated by the proposed demolition or relocation.”⁵ Demolition of the Judge Barry House, therefore, is premature.

The City of St. Charles benefits from its historic character. When a historic structure is demolished, it is lost forever and so is a piece of the city’s historic character. There may come a day when demolition is necessary. Until then, we are committed to collaborating with the applicant, the city, and the public to find a suitable solution that meets their needs and preserves local history.

Al Watts



Community Engagement Director
Preservation Partners of the Fox Valley

⁴ St. Charles, Illinois Code of Ordinances, “Certificate of Appropriateness,” Chapter 17.32.080 (G-5), https://library.municode.com/il/st._charles/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.32HIPR.

⁵ St. Charles, Illinois Code of Ordinances, “Certificate of Appropriateness,” Chapter 17.32.080 (B-2), https://library.municode.com/il/st._charles/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.32HIPR.



September 27, 2024

Historic Context: 1844 Judge Barry House

217 E. Cedar Ave., St. Charles, IL

William D. Barry was born in 1809 in Oneida County, New York. He began his professional education in 1830 or 1831 to obtain a license to practice medicine in New York which he earned in 1835.¹ The profession appeared not to be of his liking because, by the end of that year, he moved west to Henry County, Ohio to study law. After becoming a lawyer, Barry moved west again to St. Charles, Illinois in March or April of 1840 where he remained for the remainder of his life.²

Barry gained early notoriety in Illinois as a lawyer when he defended Taylor Driscoll in his highly followed murder case around 1842, in which Barry earned Driscoll an acquittal.³ Barry was first elected as a Kane County Judge in 1851, serving until 1857, after which he was elected again in 1869, serving until 1872.⁴ Through at least 1885, Judge Barry had a private law practice in an office behind his home facing Main Street.⁵ In addition to being a well-known lawyer and judge, Judge Barry was also deeply involved in politics. He joined the Republican party in 1856 and strongly supported General John F. Farnsworth's candidacies for the House of Representatives from 1856 through 1870.⁶ In his obituary, the *St. Charles Valley Chronicle* said of Judge Barry that he “was an acknowledged leader in his chosen profession. He was careful not to make mistakes and [was] thorough in all his legal work. From him many younger members of the bar learned lessons which have been, and will continue to be valuable; and those who have had the privilege (sic) of reading law in his office may well be proud of the fact.”⁷

Property records show that Judge Barry purchased lots one and two in block three of St. Charles in 1843 and built his house there in 1844.⁸ The home built on lot one and now addressed at 217 Cedar Ave., St. Charles, was in the Greek-Revival or Federal style, and built of stone. The exterior was covered in stucco probably in the early twentieth century. A photo from the archives of the St. Charles History

¹ S. W. Durant, “Pioneer Notes of St. Charles by S.W. Durant Published in Chronicle in the Year of 1885-6,” *St. Charles Chronicle*, October 14, 1926.

² *St. Charles Biographical Directory and Census Report, 1885* (Chicago: J.F. Wilcox, 1885), 10 Illinois Digital Archives, <https://www.idaillinois.org/digital/collection/stc/id/8481/rec/88>.

³ R.W. Waite Joslyn and Frank W. Joslyn, *History of Kane County, Volume I* (Chicago: Pioneer Pub. Co., 1908), 477, HathiTrust, <https://babel.hathitrust.org/cgi/pt?id=wu.89066109810&seq=483>.

⁴ *Ibid.*, 449.

⁵ *St. Charles Biographical Directory*, 65.

⁶ S. W. Durant, “Pioneer Notes of St. Charles by S.W. Durant Published in Chronicle in the Year of 1885-6,” *St. Charles Chronicle*, October 14, 1926.

⁷ “Their Last Sleep,” *St. Charles Valley Chronicle*, February 5, 1892.

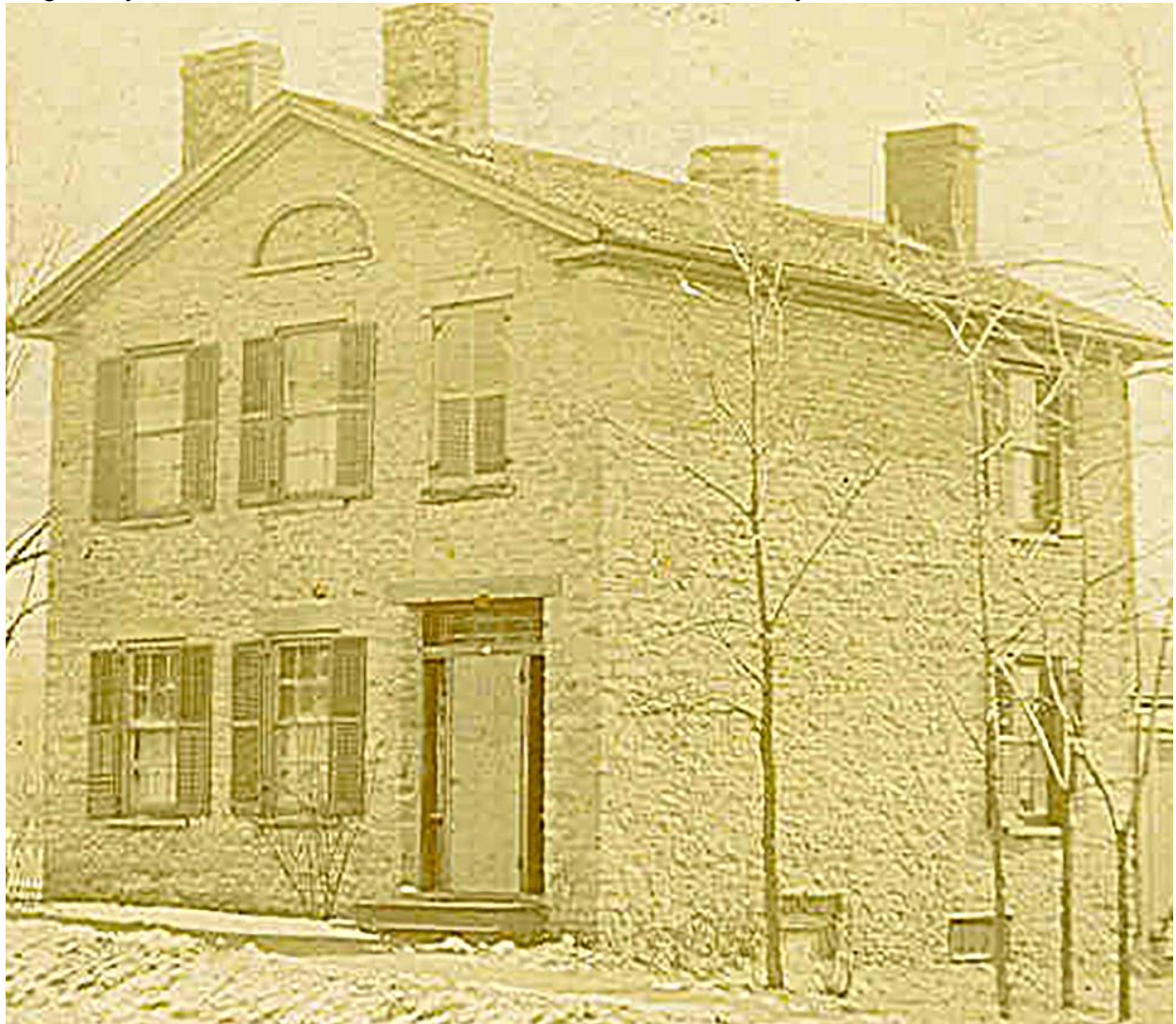
⁸ Kane County Recorder, Document Book 5, page 289 and Document Book A, Page 60, <https://lrs.kanecountyrecorder.net/>.

Museum from around 1890 (attached) shows the impressive stone structure with four chimneys and a decorative fan motif just below the roof pediment.

Judge Barry died in 1892, only a few days after his wife of nearly 50 years. John Linhart, a widower, inherited the house after the Judge's death and transferred it to his daughter, Jennie Linhart in 1894. Linhart sold the house to Charles M. Wheeler in 1898 who sold it to Agnes (Kohlert) and Frederick Rasmussen in 1914. According to research from the St. Charles History Museum, Rasmussen was superintendent of the St. Charles Milk & Sugar Company, located two blocks west of the Judge Barry House. Edith Kohlert, Agnes's sister, inherited the house in 1951. Edith worked for many years as the secretary to several St. Charles mayors including I.G. Langum, according to St. Charles History Museum records. After she passed away in 1973, her nephew Frederick Kohlert inherited the house in 1974 and transferred it the following year to his daughter Gloria (Kohlert) Geske. Gloria (Kohlert) Geske and her husband Ed sold the house to the Baker Memorial United Methodist Church in 1993. Digital copies of the real estate transactions are attached.

*Research was completed by **Al Watts**, Community Engagement Director of Preservation Partners of the Fox Valley with assistance from **Steve Gibson**, member of the St. Charles History Museum, and **David Scholes**, Kane County Recorder's Office.*

Judge Barry House, c. 1890. From the archives of the St. Charles History Museum.



ST. CHARLES DIRECTORY.

65

Charlotte A., b Oct 19, 1852; d July 12, 1870.
 Elizabeth B., b Jan 3, 1857 in Nashville, Tenn.
 John M., b Dec 13, 1858 in St. Ch. Rep. No Lic. X. Far.
 Rowena L., b Dec 29, 1861 in St. Ch.
 BARBER, Mrs. Mariam C. (Colton), wid of Newman L.
 B.; d Nov 21, 1863; res nw cor E Ind and 2d st. b Apr
 13, 1829 in Rutland Co., Vt. To St. Ch. in July, 1852.
 Mar'd Apr 14, 1853. Cong. Children:—
 Ida May, b Jan 23, 1855, in St. Ch.; d Aug 6, 1875.
 E. Jennie, b July 3, 1858 in St. Ch. Teacher.
 Imogene, b Mar 31, 1859 in St. Ch. Choir Cong. Ch.
 L. Gertrude, b Jan 15, 1863 in St. Ch.; wife of Levi L.
 Morris, Chi.
 BARRY, W. D. Lawyer, ex-Judge Co. Ct., office E Main
 nr 2d st.; res sw cor E Cedar and 3d st. Rep. No Lic.
 X. b Mar 28, 1809 in Oneida Co., N. Y. To St. Ch.
 in Mar, 1840. Mar'd Jan 30, 1845 to
 Isabella (Thom), b Mar 20, 1813 in Aberdeen, Scot. To St.
 Ch. in 1849. Cong. Ch.
 BEECHER, Mrs. Helen L. (Roe). Wid of Rev. John S.
 Beecher; missionary to Burmah, India. b Feb 19, 1820; d
 Oct 22, 1866; res se cor of E 6th and Adams st. b Apr
 15, 1829 in Middletown, Teasdale, Eng. Mar'd Mar 27,
 1856. To St. Ch. in Apr, 1868. Bap. Children:—
 Helen M., b Sep 10, 1858 in Bassein, Burmah, India. Wife
 of Rev. Emil Bary, Kenosha, Wis.
 Flora Eliza, b Feb 27, 1860 in Bassein, India. Bap.
 Mary S., b Dec 6, 1861 in Bassein, India. Bap.
 Florence E., b Mar 26, 1864 in Bassein, India. Bap.
 BELYEA, Wm. T. Ret. far; res se cor W Main and 4th
 st. Ind. No Lic. X. b Apr 13, 1812 in St. Johns, N.
 B. To St. Ch. in 1848. Mar'd Jan 21, 1831 to
 Mary J. (Ingraham), b Feb 20, 1814 in St. Johns, N. B.
 Free Meth. Children:—
 Jerusha A., b May 18, 1832; d Feb 18, 1853. Wife of Isaac
 A. Ostrander.
 Elizabeth, b July 31, 1834. Wife of P. S. Garten, Elgin.
 John Z., b Aug 2, 1837; d Nov 23, 1863.
 Rhoda A., b July 11, 1842. Wife of L. Clark, Alpha, Fay-
 ette Co., Iowa.
 Charles F., b Sep 19, 1844.
 Hanhah M., wife of E. P. Phillips, St. Ch. (see).
 William T., b Dec 12, 1849; res in Leadville, Col.
 Susan, b Jan 9, 1852. Wife of L. Tefft, Elgin.

Edward E. Harvey was an honored pioneer lawyer of Elgin, who volun-
 teered 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 Illi-
 nois 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 favor-
 ably 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 im-
 possible 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 desti-
 nation, 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

Charleston

For Vacation Part Chestnut 11
One - Bated Oct 25-1970
See Book 2621 - Page 191
Harris & Macken
Recorder K.C.T.

FOR VACATION OF PT OF
WALNUT AVENUE SEE
DOC. 1401157

FOR VACATION OF PT OF
CHESTNUT AVE SEE
DOC. 45386
REC. 4-25-78

In Certified Copy, See Book 19
Date, Page 10

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6
This Indenture made the seventh day of August in the year
of our Lord one thousand eight hundred and forty four Between
William S Barry of the County of Kane and State of Illinois of the
one part & William R Groat of Onondaga County & State of New York
of the other part. Witnesseth that the said William S Barry for and
in consideration of the sum of three hundred & no dollars & so on to him in
hand paid by the said William R Groat the receipt whereof is
hereby acknowledged. hath granted bargained and sold and
by these presents doth grant bargain sell alien and confirm
unto the said William R Groat 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 No 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 appurtening unto him the said William R Groat
and his heirs and assigns forever provided always that these
presents are upon this express covenantee that the said William
S Barry his heirs executors administrators shall pay or cause
to be paid to the said William R Groat his heirs
executors administrators or assigns the sum of three hundred
dollars & so on 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 Warsaw particularly specified
in a certain note or obligation bearing even date herewith executed
by the said W. S. Barry to William R Groat then and from thence
these presents and every thing herein contained shall cease and
be void any thing herein contained to the contrary notwithstanding.
In Witness whereof the said William S Barry has hereunto set his
hand and seal the day and year first above written

State of Illinois
Kane County ss. I Eliza Freeman a Justice of the Peace in
and for said County in the State aforesaid do hereby certify that
William S Barry personally known to me as the said person whose
name is subscribed to the within mortgage and appears before me
this day in person and acknowledged that he signed sealed
and delivered the said instrument of writing as his free and
voluntary act for the uses and purposes therein set forth. Given
under my hand and seal of my office in St Charles in the
County of Kane this 8th day of August A.D. 1844

Eliza Freeman
Justice of the Peace
Jas H Gorton Recorder

5946

This Indenture Witnesseth, That the Grantor,

John P. Lenhart (a widower)
of the City of St Charles in the County of Kane and State of Illinois
for and in consideration of the sum of one dollar and other good considerations DOLLARS
in hand paid, CONVEY and WARRANT to

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

Lots Three (3), Four (4) and Five (5) in Block Eleven (11) of Mainard Tison and
County 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. R. Berry

situated in the City of St Charles 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 this State.

Dated this 24th day of December A. D., 1894

Signed, Sealed and Delivered in Presence of

Witness John P. Lenhart
T. E. Ryan
to M. Bradford M. R.

STATE OF ILLINOIS,
County of Kane I, T. E. Ryan Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
John P. Lenhart (a widower)

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 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., 1894.
T. E. Ryan
Notary Public

No. 15672 Filed for Record this 7 day of Jan. A. D., 1895, at 2¹⁵ o'clock P. M.
Joseph Ingham RECORDER

This Indenture Witnesseth, That the Grantor, Fannie Bernhart (Single)

of the City of St. Charles in the County of Moore and State of Illinois
for and in consideration of the sum of Five Hundred (500) DOLLARS
in hand paid, CONVEY and WARRANT to
Charles M. Wheeler.

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

lots number one (1) two (2) & three (3) of Block number three (3)
of the Original Town (now City) of St. Charles, Moore Co. Ill. aforesaid
on the East Side of the River.

situated in the City of St. Charles in the County of Moore 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

Witness

W. R. Thomas.

Fannie Bernhart



STATE OF ILLINOIS,

County of Moore

Notary Public

W. R. Thomas

Notary Public

W. R. Thomas

Notary Public

W. R. Thomas

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Notary Public

W. R. Thomas

Notary Public

W. R. Thomas

Notary Public

W. R. Thomas

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 ~~the sum of~~ Twenty One Hundred
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



STATE OF ~~Illinois~~ } ss
County of Ventura } I, Arthur E. Blanchard a Notary Public residing in
said County, in the State aforesaid, DO HEREBY CERTIFY, That
Arthur E. 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 name is 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 25th day of May A. D. 1914.

Arthur E. 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

S&B

THIS PLAT IS RECORDED IN BOOK 11 PAGE 11
THE LOTS ON THIS PAGE FALL IN THE
QR. OF SEC. TWP. RG.

RECORD 11 11
RECORDED IN PG. 11 11

ST CHARLES (E)

Block 3

DOCUMENT NUMBER								LOT NUMBER								DESCRIPTION	
BOOK								PAGE									
121835	591	552	H. Char. Eldy & H. Gason	Frederick C. Cummings	Rel	Oct 12 1870	Nov 9 20	1	2							of BK 546 Pg 152	
200773	670	237	Charles A. Richardson	Fannie Wallace & C. L. L.	Rel	Nov 16 17	Aug 26 21									of BK 503 pg 212 Dec 35 25	
200774	671	613	Benjamin Granger & John L. Rockwell	Benjamin Granger & John L. Rockwell	200	Aug 22 21	Aug 26 21										
200775	627	619	John Rockwell & John L. Rockwell	Benjamin Granger & John L. Rockwell	200	Aug 22 21	Aug 26 21										
201566	687	146	Fannie Wallace	Robert R. Daniel & W. P. Hempstead, Jr.	200	Aug 22 21	Aug 26 21										
201567	687	51	Robert R. Daniel & W. P. Hempstead, Jr.	Robert R. Daniel & W. P. Hempstead, Jr.	200	Aug 22 21	Aug 26 21										
202119	687	241	John B. Calhoun	Garrett A. Norton & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
210321	696	131	Robert R. Daniel & W. P. Hempstead, Jr.	Garrett A. Norton & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
219660	715	72	W. P. Hempstead, Jr.	Robert R. Daniel & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
216521	780	511	Mersey Hospital, Ltd.	Garrett A. Norton & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
219326	839	311	John B. Norton, Esq.	Garrett A. Norton & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
219172	841	153	J. A. Norton & Co. Inc.	Garrett A. Norton & W. P. Hempstead, Jr.	200	Oct 1 21	Oct 10 21										
201135	851	123	Garrett A. Norton & Co. Inc.	Garrett A. Norton & Co. Inc.	200	Oct 1 21	Oct 10 21										
200702	851	123	Garrett A. Norton & Co. Inc.	Garrett A. Norton & Co. Inc.	200	Oct 1 21	Oct 10 21										
212515	865	304	Frederick C. Cummings & Co.	Frederick C. Cummings & Co.	200	Oct 1 21	Oct 10 21										
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November 26, 2024

Bryan Wirball
2 E. Main Street
St. Charles, IL 60174

Dear Bryan,

As you know, I am a resident of Ward 4 which you represent on the City Council of St. Charles. I really appreciate your ongoing service for our residents and city.

I first started going to Baker Memorial United Methodist Church when I was five years old singing in the Cherub Choir 65 years ago. I was also baptized and confirmed at Baker and have remained an active member of the congregation. I am seeking your support in a request for demolition of a property owned by the church.

In the early 1990's, my church purchased two older houses: a duplex located at 211-215 Cedar Ave. and an additional house at 217 Cedar Ave. at the corner of 3rd Avenue and Cedar. The church's original plan was to demolish both houses to build a ministry center utilizing the entire property. Due to a number of reasons, the center never came to fruition.

For the safety and development of the downtown area of St. Charles, the congregation wishes to demolish the two houses. Upon the property, the church intends to build 20 additional parking spaces that will greatly contribute to the church's needs and as well as the needs of the city for additional parking downtown near several venues for dining and entertainment.

As a member of the congregation, I am in need of your strong support of the church's request for demolition of the 217 Cedar Avenue house. Will you assist us in securing such an agreement?

For over 180 years, Baker Memorial United Methodist Church has served the spiritual needs of the residents of St. Charles and area communities. Since 1953, the congregation has served as steward of the beautiful building located between 3rd and 4th Avenues in the heart of our city. The 307 Cedar Avenue building serves the community of St. Charles in innumerable ways. It is the performance space for the St. Charles Singers, Madrigals from St. Charles North High School and Chamber Music on the Fox. It is a meeting space for Kiwanis, Pottawatomie Garden Club, Scouts and Farmers Market.

Each week, hundreds of Fox Valley residents come to the building for all sorts of community related activities to which the church gladly opens its doors! The congregation receives no denominational or conference-body support towards the upkeep and improvement of the 307 Cedar Avenue building. The glad burden falls upon the financial commitment of its 300 member households comprising a faith community of over 700 individuals of all ages.

Again, I would appreciate your support of our request for demolition. The church's desire is to remain an active and vital participant in the growth of St. Charles. Thank you for your attention to this request.

Sincerely,

Steve Hunt
630 N. 3rd Avenue
St. Charles, IL 60174

(630) 894-2190

steve.hunt123@gmail.com

From: [Kristin Fischer](#)
To: [Lencioni, Paul](#)
Cc: [CD](#)
Subject: 217 Cedar Avenue Demolition
Date: Wednesday, December 4, 2024 1:21:51 PM

December 4, 2024

Aldersperson Paul Lencioni
2 E. Main Street
St. Charles, IL 60174

Dear Aldersperson Lencioni,

We are residents of Ward 3 which you represent on the City Council of St. Charles. We appreciate your ongoing commitment to our city.

We have been members of Baker Memorial United Methodist Church for 37 years. At this time, we need your support of a request for the demolition of a property owned by the church.

In the early 1990's, our church purchased two older houses: a duplex located at 211-215 Cedar Avenue and an additional house at 217 Cedar Avenue at the corner of 3rd and Cedar. The church's original plan was to demolish both houses to build a ministry center utilizing the entire property. Due to a number of reasons, the center never came to fruition.

For the safety and development of the downtown area of St. Charles, the congregation wishes to demolish the two houses. The church intends to build an additional 20 parking spaces on the property which will greatly contribute to the church's needs as well as the needs of the city for additional parking downtown near several venues for dining and entertainment.

As a member of the congregation and the 3rd Ward, I am in need of your strong support of the church's request for demolition of the house at 217 Cedar Avenue. Will you assist us in securing such an agreement?

For over 180 years, Baker Memorial United Methodist Church has served the spiritual needs of the residents of St. Charles and area communities. Since 1953, the congregation has served as steward of the beautiful building located between 3rd and 4th Avenues in the heart of our city. The 307 Cedar Avenue building serves the community of St. Charles in innumerable ways. It is the performance space for the St. Charles Singers, St. Charles North Madrigals, and Chamber Music on the Fox. It is the meeting place for Kiwanis, Pottawatomie Garden Club, Scouts, and Farmer's Market to name a few.

Each week hundreds of Fox Valley residents come to the building for all sorts of community related activities to which the church gladly opens its doors! The church receives no denominational or conference-body support towards the upkeep and improvement of the 307 Cedar Avenue building. The glad burden falls upon the

financial commitment of its 300 member households comprising a faith community of over 700 individuals of all ages.

We would appreciate your support of our request for demolition. The church's desire is to remain an active and vital participant in the growth of St. Charles. Thank you for your attention to this request. We'll see you at Monday night's meeting.

Sincerely,

Kristin and Jeff Fischer
2715 Meadow Drive
St. Charles, IL
630-235-6019

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

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

about completely remodeling the interior, and Fred and Agnes lived in that home until Fred's death in April 1942.

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

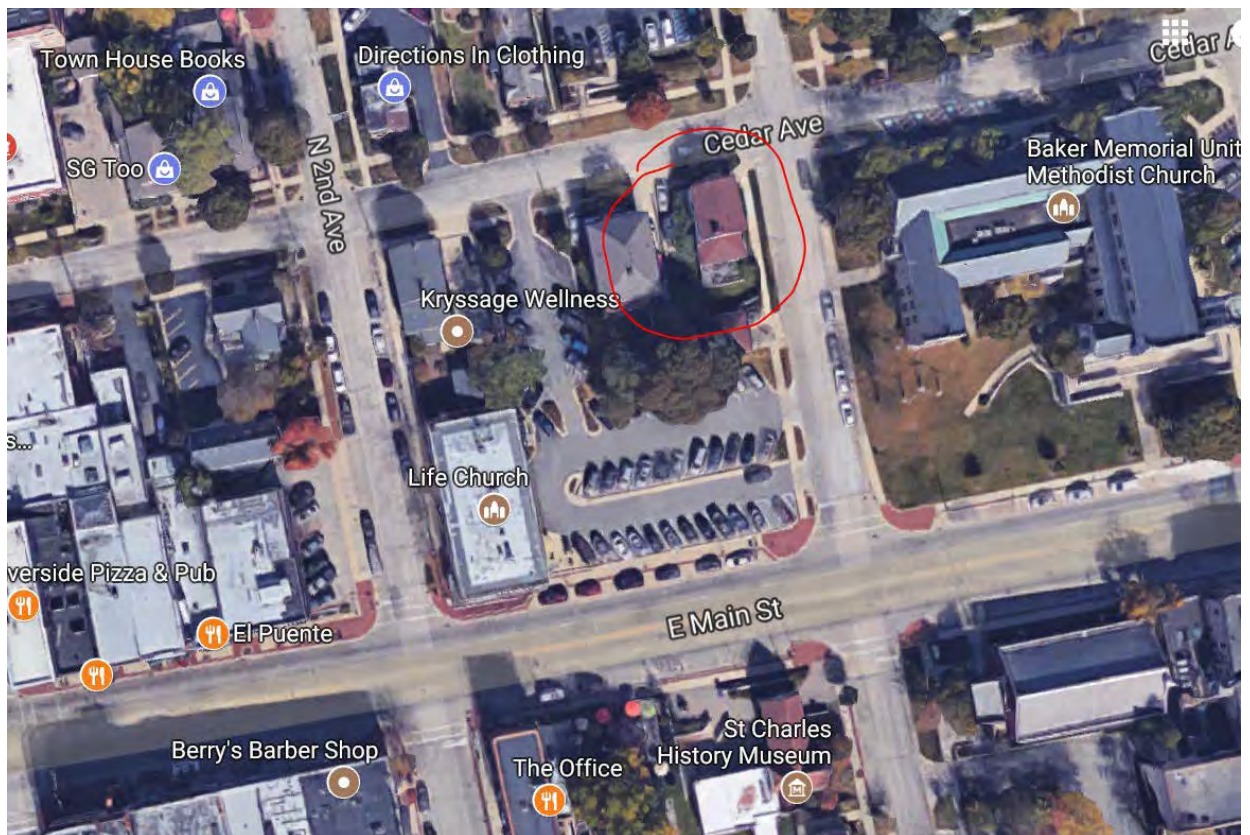
The home is a simple two-story building, oriented north and south on the lot. It appears to be stuccoed, and there is some evidence from the roof line design details that the building was designed in a Greek Revival style. The front of the building is nondescript, with a pedimented door on the first 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

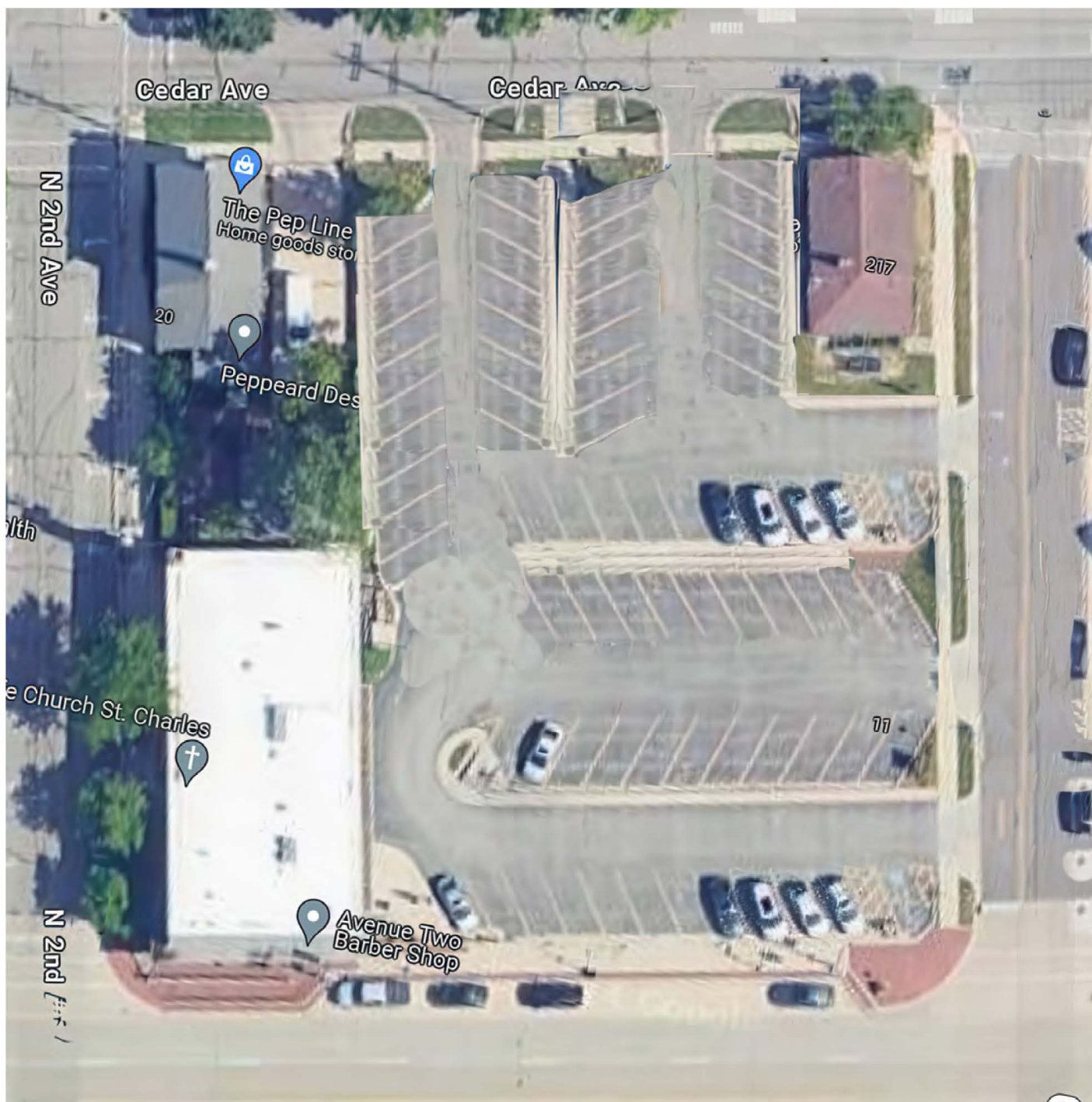
Given the depth and breadth of history that has occurred directly within the four walls of this building, as well as its location near some of the most significant early settlements of St. Charles (the Franklin homestead, the Hunt House, the Eastside Park – now Baker Memorial Park, Penny's Brickyard, 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.











From: david.davidlhunt.com
To: [CD](#)
Subject: 217 Cedar Avenue
Date: Thursday, December 5, 2024 3:04:44 PM

Dear City Council Members:

My name is David Hunt and I am co-owner of Town House Books and Cafe at 105 N. 2nd Avenue in St Charles. Although my spouse and I are Wayne residents, I was a long time St Charles resident, and I have been a member of Baker Methodist Church for my entire life.

I'm writing to ask your support of Baker's request for demolition of the 217 Cedar Avenue house.

I ask this even as a strong supporter of preservation. I served on the board of Preservation Partners of the Fox Valley for several years, and have been an advocate for preserving and protecting important historical buildings. Also, as an owner of an historic building circa 1853, (105 N. 2nd Avenue), I know how much of a commitment it is to maintain older buildings. We have been fortunate to receive more than one grant for facade improvement projects by the city of St Charles. I commend the Historic Preservation Commission for their time and expertise, and am very grateful to have benefited from these grants. In short, I almost always support preservation over demolition and development; however, other broader factors have to be considered on a case by case basis.

I believe that Baker Memorial Methodist Church should be able to use its assets to pay for the substantial repair and maintenance projects that they (we) are facing in order to survive and flourish. Not only is the church significant and important architecturally, but it also deserves preservation for its many services to the community. It is the performance space for the St Charles Singers, various other local musical organizations, as well as a meeting space for Kiwanis, Pottawatomie Garden Club, Scouts, and Farmers Market. While the structure at 217 Cedar may have some historical value, I don't believe it compares in relevance or historical value to Baker Church, which faces many significant financial challenges in the years ahead.

My hope is that Baker Church can work with the city to solve the parking challenges that we face. There is already a history of cooperation there that should be continued and expanded.

I thank you for hearing my thoughts on this very important matter.

Sincerely,

David Hunt

From: [C. FROST](#)
To: [Colby, Russell](#)
Subject: 217 Cedar Ave.
Date: Monday, December 9, 2024 3:07:37 PM

You don't often get email from cfinspirations@aol.com. [Learn why this is important](#)

Dear Sir,

As a resident of St. Charles for 45 years, I would like to express my concern for the idea proposed for the demolition of 217 Cedar Ave. I support the historic preservation commission in their recommendation to deny a certificate of appropriateness for demolition.

We need to continually preserve the charm of our city and appreciate the historic value of some of its remaining original structures.

Sincerely,

Claudia Frost
2806 Greenwood Lane

[Sent from the all new AOL app for iOS](#)

From: [Kendra Parzen](#)
To: [Colby, Russell](#)
Subject: 217 Cedar Ave
Date: Monday, December 9, 2024 2:51:33 PM

You don't often get email from kparzen@landmarks.org. [Learn why this is important](#)

Mr. Colby,

My organization, Landmarks Illinois, is the statewide nonprofit supporting advocacy on behalf of historic places important to Illinois communities. It has come to my attention that the St. Charles City Council will consider at this evening's meeting of the Planning and Development Committee whether to uphold the Historic Preservation Commission's denial of a Certificate of Appropriateness to demolish the historic Judge Barry House at 217 Cedar Ave., which is historically significant as an early settlement building. Such resources from the early days of a community's founding are increasingly rare, as many have been demolished due to development pressure. We urge the Committee to uphold the HPC's denial of the COA and encourage the owner to pursue a preservation outcome for this property. I offer Landmarks Illinois's resources and expertise to help achieve such an outcome.

Sincerely,

Kendra Parzen
Advocacy Manager
[Landmarks Illinois](#)

30 N. Michigan Avenue, Suite 2020, Chicago, IL 60602
C: (312) 995-2347 [Landmarks.org](#) [Facebook](#) [Twitter](#) [Instagram](#)
People Saving Places for People. [Join us today](#)

[Support People Saving Places! Join Landmarks Illinois' Monthly Giving Membership Program!](#)

From: [Gloria Geske](#)
To: [Colby, Russell](#); [Bongard, Ryan](#); jmuenz@stcharles.gov
Cc: [Stephen Gibson](#); [Preservation Partners of the Fox Valley](#)
Subject: Demolition of 217 Cedar Avenue
Date: Saturday, December 7, 2024 10:21:42 AM

You don't often get email from gloria_geske@yahoo.com. [Learn why this is important](#)

Hello,

I am contacting you today to advocate for the preservation of the house at 217 Cedar Avenue. I understand that the owner is appealing the denial of demolition that they requested.

As you may know, the house dates to the late 1840's. Almost 200 years. It is one of the original houses in St Charles, and was built by one of the early citizens, Judge William Barry. There has been a lot of information written about him and his involvement in high profile cases in St. Charles history as well as his relationship with President Abraham Lincoln.

My family owned the house for almost 80 years. It was purchased by Frederick and Agnes Rasmussen in the early 1900's. Agnes was my great aunt. The house was inherited by her sister, my great aunt Edith Kohlert in the 1950s. After she passed in 1973, the house was inherited by my father and his brothers. I took ownership of the house in 1975, and we lived there from 1976 until 1993.

When my family bought it in the early 1900's, the house was just a shell. A quarry stone structure. My uncle and my great grandfather, who were both Danish craftsmen, built the kitchen addition, the staircase, and the beautiful woodwork and built-in cabinets throughout the home. They added the stucco to the exterior as it was the fashion of the day.

Over the 18 years my husband and I lived there, we maintained the property by installing a new roof, new furnace, new plumbing, and we replaced the old garage with a new one. The house was incredibly solid. We did not have air conditioning and did not need it for most of the summer. The walls of the house are thick quarry stone, hence the house maintained temperature well.

When we listed the house in 1993, we received an offer from the Baker Methodist Church the next day. We declined it as we assumed that they would want to tear the house down for a parking lot. The church representatives convinced us that they would not do that. They respected the history of the house, and said they would use the house for their ministries. We accepted the offer at that point. Of course, that was a long time ago and I'm sure the people involved have moved on.

The house could be a beautiful place once again but it would need an owner who appreciated it. It isn't a neglected eyesore. Furthermore, it is located at the very start of downtown as you come in from the east. I was stopped in traffic recently and looked downhill from Main Street. I tried to envision what it would look like if the house was gone. If the house is torn down, it would leave another big gaping hole in the landscape. It would not add to the beauty of our town to have another parking lot in that area. There are already 3 parking lots adjacent to the property.

Thank you for taking the time to read this letter. If you have any questions, please feel free to contact me.

Best regards,
Gloria (Kohlert) Geske

From: [Lauren Fischer](#)
To: [CD](#)
Subject: Baker United Methodist Church Demolition Request
Date: Monday, December 9, 2024 11:23:11 AM

Some people who received this message don't often get email from laurenfischer@gmail.com. [Learn why this is important](#)

Good Morning,

My name is Lauren Knap. I am a resident of Ward 2 of the City Council of St. Charles. Thank you for your ongoing service for our residents and city.

I am a member of the Baker Memorial United Methodist Church. I have been a member for 15 years.

We are seeking your support of a request for demolition of a property owned by the church. In the early 1990's, my church purchased two older houses: a duplex located at 211-215 Cedar Ave. and an additional house at 217 Cedar Ave. at the corner of 3rd Avenue and Cedar. The church's original plan was to demolish both houses to build a ministry center utilizing the entire property. Due to a number of reasons, the center never came to fruition.

For the safety and development of the downtown area of St. Charles, the congregation wishes to demolish the two houses. Upon the property, the church intends to build 20 additional parking spaces that will greatly contribute to the church's needs and as well as the needs of the city for additional parking downtown near several venues for dining and entertainment.

As a member of the congregation, I am in need of your strong support of the church's request for demolition of the 217 Cedar Avenue house. Will you assist us in securing such an agreement?

For over 180 years, Baker Memorial United Methodist Church has served the spiritual needs of the residents of St. Charles and area communities. Since 1953, the congregation has served as steward of the beautiful building located between 3rd and 4th Avenues in the heart of our city. The 307 Cedar Avenue building serves the community of St. Charles in innumerable ways. It is the performance space for the St. Charles Singers, Madrigals from St. Charles North High School and Chamber Music on the Fox. It is a meeting space for Kiwanis, Pottawatomie Garden Club, Scouts and Farmers Market. Each week, hundreds of Fox Valley residents come to the building for all sorts of community related activities to which the church gladly opens its doors! The congregation receives no denominational or conference-body support towards the upkeep and improvement of the 307 Cedar Avenue building. The glad burden falls upon the financial commitment of its 300 member households comprising a faith community of over 700 individuals of all ages.

Again, we would appreciate your support of our request for demolition. The church's desire is to remain an active and vital participant in the growth of St. Charles. Thank you for your attention to this request.

Sincerely,

Lauren Knap
710 Steeplechase Rd.
St. Charles, IL 60174

City Code Chapter
Historic Preservation Ordinance

Chapter 17.32 HISTORIC PRESERVATION

17.32.010 Purpose.

This Historic Preservation Ordinance is established for the purposes of:

- A. Fostering awareness and appreciation among the citizens of the City of St. Charles of the unique history of the City embodied in its architecture and historic sites.
- B. Providing a mechanism to identify and preserve the distinctive historic architectural areas and structures that are significant to the City's history.
- C. Protecting and increasing the value of property within the historic areas of the City of St. Charles and those sites designated as landmarks.
- D. Encouraging preservation, restoration, and rehabilitation of the City's buildings. E. Ensuring that the economic benefits resulting from preservation are available to the citizens of St. Charles.

17.32.020 Definitions.

The following definitions are provided in addition to those found in Chapter 17.30, Definitions, and shall be used to establish the meaning of the defined terms when used in this chapter. If there is any conflict between the meaning of a term defined in this chapter and the same term defined in Chapter 17.30, the definitions of this chapter shall apply with respect to the provisions of this chapter, and the definitions of Chapter 17.30 shall apply with respect to the remainder of this title.

Addition. Any act or process which changes one (1) or more of the exterior architectural features of a building or structure designated for preservation by adding to, joining with, or increasing the size or capacity of the structure.

Alteration. Any act or process which changes one (1) or more of the exterior architectural features of a structure or site, including, but not limited to, the erection, construction, reconstruction or removal of any structure.

Area. A specific geographic division of the City of St. Charles.

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

Certificate of Appropriateness. A certificate issued by the Historic Preservation Commission authorizing issuance of a permit for alterations, construction, removal or demolition of a landmark structure or a building or site within a designated historic district.

Certificate of Economic Hardship. A certificate issued by the City Council authorizing alterations, construction, relocation, removal or demolition when a landmark, or a building, structure or other improvement within an historic district, cannot be put to a reasonably beneficial use or the owner cannot obtain a reasonable economic return thereon without the proposed alteration, construction, relocation, removal or demolition.

Commission. The St. Charles Historic Preservation Commission.

Construction. The act of altering an existing structure, building an addition to an existing structure, or the erection of a new principal or accessory structure on a lot or property.

Contributing. A building, structure or site that may not necessarily have architectural or historic significance as a single property, but which adds to the overall character and significance of an historic district due to its architectural or historical merit and its compatibility with other buildings, structures and sites within an architectural or historic setting such as a neighborhood. Contributing buildings, structures and sites are considered to be an integral part of an historic district.

Demolition. Any act or process which destroys in part, or in whole, a landmark or a building, structure or site within a historic district.

Exterior Architectural Appearance. The architectural character and general composition of the exterior of a building or structure including, but not limited to, the kind and texture of the building materials and the type, design, arrangement and character of all architectural elements.

Historic and Architectural Resources. Any designated landmark, and any site or structure within a designated historic district rated as having historic significance or as contributing to the historic district.

Historic District. An area designated as an historic district by ordinance of the City of St. Charles, pursuant to this chapter.

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

Landmark. Any building, structure or site which has been designated as a "landmark" by action of the City Council of St. Charles, pursuant to this chapter or by its inclusion in the National Register of Historic Places.

Non-Contributing. A building, structure or site that does not have architectural or historic significance, and does not add to the overall character and significance of an historic district, due to a lack of architectural or historical merit or its incompatibility with other buildings, structures and sites. Noncontributing buildings are usually characterized by either older buildings with additions or exterior alterations that are incompatible with the character of the original construction, or newer buildings whose design is incompatible with older buildings in the area or whose placement is incompatible with the historic pattern of development in the area.

Owner of Record. The person, corporation or other legal entity listed as the owner of a property in the records of the Kane County Recorder.

Rehabilitation. The process of returning a property to a state of utility, through repair or alteration, which makes possible efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

Removal. Any relocation of a structure from its original site.

Repair. Any change that requires a building permit, but is not construction, relocation or alteration.

17.32.030 Historic Preservation Commission establishment.

- A. There is hereby established the Historic Preservation Commission which shall consist of seven (7) members. At least one (1) member shall be a resident who is a representative of a local historical society or preservation organization; at least one (1) member shall be an architect who is a resident or who works at an architectural firm located within the City; at least one (1) member shall be a representative of the business community who is a resident or who owns and operates a business located within the City; and the remaining four (4) members shall be at large members. At large members shall either reside within the City or own property within a Historic District or own a designated Landmark. All members shall have demonstrated an interest in historic preservation. In addition, a non-voting, ex-officio member shall be a St.

Charles Community Development Department staff employee designated by the Director of Community Development.

- B. The Mayor shall appoint, subject to City Council approval, the members of the Historic Preservation Commission for terms of three (3) years. Initial members shall serve staggered terms of two (2) members for three (3) years, two (2) members for two (2) years and the remaining three (3) members for one (1) year. Members may serve for more than one (1) term.

17.32.040 Historic Preservation Commission officers and meetings.

- A. The Commission shall elect from its membership a Chairperson and a Vice-Chairperson, and such other officers as it may determine. Officers shall serve for terms of one (1) year, commencing May 1 and ending April 30 of the following year, and shall be eligible for re-election.
- B. A quorum shall consist of a majority of the members. All recommendations to the Building and Code Enforcement Division Manager, Plan Commission or City Council shall be made by a majority of those members present at any meeting where a quorum exists. Any member of the Commission who fails to attend one-third ($\frac{1}{3}$) or more of the meetings held within any six-month period may be deemed to have vacated their office and may be replaced by another person appointed by the Mayor and approved by the City Council.
- C. Meetings shall be held at regularly scheduled times or at the call of the Chairperson; minutes of the proceedings of each meeting shall be made and kept, all in accordance with the Illinois Open Meetings Act and as otherwise required by law.
- D. Members may be removed from the Commission for cause, upon the recommendation of the Mayor or a motion proposed by the City Council, by a two-thirds ($\frac{2}{3}$) majority vote of the City Council.

(Ord. 2010-Z-4 § 5)

17.32.050 Powers and duties of the Historic Preservation Commission.

The Historic Preservation Commission shall have the powers and duties enumerated in Chapter 17.04, Administration.

17.32.060 Landmark designation procedures.

- A. Nominations for landmark designation shall be made to the Historic Preservation Commission by completing the application form available from the Director of Community Development. A property or site may be nominated by any St. Charles property owner or the Historic Preservation Commission.
- B. Within thirty (30) days of receiving or initiating a nomination, the Commission shall schedule a public hearing to consider the eligibility of a property for landmark designation.
1. Notice of the time and place of the public hearing shall be provided by the Director of Community Development not more than thirty (30) days, or less than fifteen (15) days, before such hearing, by mail to all owners of property proposed for landmark designation and by publication in one (1) or more newspapers published in the City.
 2. At the hearing, the Historic Preservation Commission will take testimony presented by the nominator, the owner, and any other interested parties who wish to comment on the application in relation to the criteria for designation as a landmark. The nominator shall be responsible to make the case for designation and supply such supporting evidence of eligibility as can be made available.

-
- C. The Commission shall evaluate the property's eligibility for landmark designation based on its historic and/or architectural significance, the integrity of its design, workmanship, materials, location, setting and feeling, and the extent to which it meets one (1) or more of the following criteria:
1. Has character, interest or value which is part of the development, heritage or cultural character of the community, county, state or nation.
 2. Is the site of a significant local, county, state or national event.
 3. Is identified with a person who significantly contributed to the development of the community, county, state or nation.
 4. Embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.
 5. 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.
 6. Embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.
 7. Embodies design elements that make it structurally or architecturally innovative.
 8. Has a unique location or physical characteristics that make it a familiar visual feature of the community.
 9. Is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance.
 10. Is suitable for preservation or restoration.
 11. Is included in the Illinois or National Register of Historic Places.
 12. Has yielded, or is likely to yield, information important to prehistory, history or other areas of archaeological significance.
- D. Within thirty (30) days after the conclusion of the public hearing, the Historic Preservation Commission shall make a recommendation regarding the proposed landmark designation. The Historic Preservation Commission's recommendation shall be made by resolution, which shall include its findings and reasoning based on the preceding criteria. The Director of Community Development shall forward a copy of the resolution to the applicant, the owner of record, and the City Council.

After the Historic Preservation Commission recommends designation as a landmark, and before the City Council approves or disapproves the nomination application, no permit shall be issued for alteration, construction, removal or demolition of the proposed landmark unless a Certificate of Appropriateness is issued. However, if the City Council does not approve or disapprove the nomination application within sixty (60) days of the Historic Preservation Commission's recommendation, a Certificate of Appropriateness shall not be required after expiration of this 60-day period.

- E. Landmark designations, and additions or modifications to their boundaries, shall be made by ordinance, which shall include the legal description of the area to be included within the landmark designation.
- F. Landmark designation may be rescinded by the same procedures and according to the same criteria set forth herein for landmark designation. No nomination application relating to the same property will be entertained by the Historic Preservation Commission for six (6) months following City Council disapproval.

17.32.070 Historic district designation procedures.

- A. The Historic Preservation Commission shall conduct a survey, or surveys, to identify potential historic districts within the corporate limits of the City of St. Charles. Such surveys shall identify buildings, structures and sites having architectural or historic significance, as well as buildings, structures and sites which contribute to the historic or architectural significance of the area as a whole. Based on the outcomes of those surveys, the Historic Preservation Commission may nominate an area for designation as an historic district or districts, and may recommend additions to or deletions from any existing historic district. Nominations may also be made by any property owner in St. Charles; such nominations must be accompanied by a petition supporting the nomination signed by the owners of record of at least twenty-five percent (25%) of the properties within the proposed district.
- B. Within thirty (30) days of receiving or initiating a nomination, the Historic Preservation Commission shall schedule a public hearing to consider the eligibility of an area for designation as an historic district.
 - 1. Notice of the time and place of the public hearing shall be provided by the Director of Community Development not more than thirty (30) days, or less than fifteen (15) days, before such hearing by mail to all owners of property within the proposed historic district and by publication in one (1) or more newspapers published in the City.
 - 2. At the hearing, the Historic Preservation Commission will take testimony presented by the nominator, property owners and any other interested parties who wish to comment on the application in relation to the criteria for designation as an historic district. The nominator shall be responsible to make the case for designation and supply such supporting evidence of eligibility as can be made available.
- C. The Historic Preservation Commission shall evaluate the proposed district for its eligibility as an historic district based on its overall historic and/or architectural significance, and the extent to which it meets the following criteria:
 - 1. The area contains one (1) or more buildings, structures or sites meeting the criteria for landmark designation, and may also include other buildings, structures or sites which, although they may not qualify for individual landmark designation, contribute to the overall visual character of the area and to its architectural or historic significance.
 - 2. The area is historically, economically or culturally significant to the development of St. Charles.
 - 3. The area has sufficient integrity to convey the sense of a particular period in the history of the community.
- D. Within thirty (30) days after the conclusion of the public hearing, the Historic Preservation Commission shall make a recommendation regarding the proposed historic district designation. The Commission's determination shall be made by resolution, which shall include its findings and reasoning. The Director of Community Development shall forward a copy of the resolution to the applicant and the City Council.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the proposed historic district and by at least fifty-one percent (51%) of the owners of record of land included within the proposed historic district is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing, the historic district shall not be created or enlarged except by a favorable vote of one-third ($\frac{1}{3}$) of the aldermen then holding office.
- E. After the Commission makes a recommendation regarding designation as an historic district, and before the City Council approves or disapproves the nomination application, no permit shall be issued for alteration, construction, removal or demolition of any building within the proposed historic district unless a Certificate of Appropriateness is issued. However, if the City Council does not approve or disapprove the nomination

application within sixty (60) days of the Commission's recommendation, a Certificate of Appropriateness shall not be required after expiration of this 60-day period.

- F. Historic districts, and additions or modifications to their boundaries, shall be made by ordinance, which shall include the legal description of the area to be included within the historic district. Historic district boundaries shall be shown on the official St. Charles Zoning Map.
- G. Historic district designation may be rescinded by the same procedures and according to the same criteria set forth herein for historic district designation. No nomination application relating to the same property will be entertained by the Historic Preservation Commission for six (6) months following City Council disapproval.

(Ord. 2010-Z-4 § 2)

17.32.080 Certificates of appropriateness.

A. *Concept review.*

1. *Purpose.* A concept plan may be submitted for the purpose of obtaining the Historic Preservation Commission's comments and recommendations prior to the owner spending significant time and expense in the preparation of detailed plans and architectural drawings and applying for a Certificate of Appropriateness.
2. *Procedure.* The property owner requesting a concept review shall submit a preliminary drawing of any exterior alterations or construction, current photographs of the property, a map or survey showing locations of all structures on the property, and a list of proposed materials. The owner shall present the concept plan at a Historic Preservation Commission meeting.
3. After discussion with the owner, the Historic Preservation Commission may make a preliminary determination whether the proposed work complies with the established criteria, and may make recommendations as to any changes that would bring the proposal into compliance.

B. *Certificate of Appropriateness: when required.*

1. Except as provided herein, a Certificate of Appropriateness is required prior to issuance of a permit for construction, alteration, repair, demolition, relocation or other material change that affects the exterior architectural appearance of any structure or site within an historic district or of any designated landmark building or site.
2. Prior to the issuance of a Certificate of Appropriateness for demolition or relocation of a building or structure, a plan for the use of the property being vacated by the proposed demolition or relocation shall be submitted and approved by the Commission, or upon appeal, by the City Council. The approval of a Certificate of Appropriateness for demolition or relocation may be conditioned on issuance of a Certificate of Appropriateness for the new construction on the site.
3. A Certificate of Appropriateness may be issued administratively upon the approval of the Director of Community Development in consultation with the Chairman or Vice-Chairman of the Historic Preservation Commission for minor repairs, alterations or other changes that will have no impact on historic and architectural resources. From time to time, the Historic Preservation Commission may recommend, and the City Council may approve, a description of such minor repairs, alterations or other changes for which a Certificate of Appropriateness may be issued administratively.
4. The requirement for a Certificate of Appropriateness may be waived in emergency circumstances which require immediate relief, repair, or demolition, where the Fire Chief or Building and Code Enforcement Division Manager certifies that such conditions exist and that said conditions can be eliminated as quickly as is needed only if the Certificate of Appropriateness is waived. Emergencies are

defined as life or health threatening conditions requiring immediate attention, as determined by the Fire Chief or Building and Code Enforcement Division Manager. This subsection shall apply only in cases where it is impractical for the Historic Preservation Commission to review a Certificate of Appropriateness.

5. Any above-grade attachment or other physical connection between a building located within an historic district or a landmark site, and any other building, structure, above-ground improvement, open space or other portion of a property not located within the district or landmark site (excluding public and private utility wires, poles and related appurtenances), shall be deemed an Alteration and/or an Addition to the building located within the historic district or landmark site that is subject to the Certificate of Appropriateness requirements hereunder. Such attachments or connections include, but are not limited to, an addition to a building located in the district or landmark site that extends across the district or landmark site boundaries or an outdoor deck and stairs from a building in the district or landmark site that extends across the district or landmark site boundaries. The plans and specifications submitted for the Certificate of Appropriateness shall include the existing and proposed improvements to the property located outside the district or landmark site boundaries to which the attachment or connection extends. In determining whether an attachment or physical connection to a building outside the district meets the applicable criteria of this chapter, the Historic Preservation Commission may take into account the improvements existing on or proposed for such property outside the district or landmark site.

C. Certificate of Appropriateness: Procedure.

1. Where a Certificate of Appropriateness is required, the Building and Code Enforcement Division Manager shall furnish building permit applicants with an application for a Certificate of Appropriateness.
2. The Historic Preservation Commission shall review an application for a Certificate of Appropriateness within twenty-two (22) days following receipt of the application. Plans and specifications for exterior work submitted with a permit application shall be made available to the Historic Preservation Commission. The Director of Community Development shall notify the applicant of the time and place of the meeting. Failure of the Historic Preservation Commission to act upon an application for a Certificate of Appropriateness within twenty-two (22) days shall constitute approval and no other evidence shall be needed. Tabling the application shall be considered action by the Historic Preservation Commission, provided, however, that any such delay shall not exceed twenty (22) days unless the applicant has not provided the additional documentation or expert technical advice requested.
3. The Historic Preservation Commission may table the application for a Certificate of Appropriateness if it finds that additional documentation or expert technical advice from outside its membership is needed to properly evaluate the application. The Commission shall hold an additional meeting or meetings to consider the application not more than twenty-two (22) days from receipt of all requested documentation and technical advice.
4. If the Historic Preservation Commission finds, on a preliminary basis, that the work proposed in the application does not meet the applicable criteria of this chapter, it may recommend changes to the applicant that would cause the proposed work to meet the applicable criteria, and may confer with the applicant and attempt to resolve any differences between the applicant's plan and the applicable criteria.

D. Historic Preservation Commission findings and recommendations.

1. If the Historic Preservation Commission finds that the work proposed in the application meets the applicable criteria of this chapter, it shall approve a Certificate of Appropriateness.

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2. If the Historic Preservation Commission finds that the work proposed in the application does not meet the applicable criteria and will therefore adversely affect or destroy historically or architecturally significant features of a landmark or of a building, structure or site within a designated historic district, it shall recommend to the City Council denial of the Certificate of Appropriateness. The Historic Preservation Commission's recommendation for denial shall be in the form of a resolution stating its findings and reasoning. The Director of Community Development shall forward the application for Certificate of Appropriateness and the Historic Preservation Commission's Resolution to the City Council.
 3. The applicant may submit an amended application to address the Historic Preservation Commission's findings and recommendations. If the Historic Preservation Commission finds that the amended application conforms with the applicable criteria, it shall issue a Certificate of Appropriateness, and no action by the City Council shall be required.
- E. *City Council resolution.*
1. The City Council may deny a Certificate of Appropriateness in accordance with the recommendations of the Historic Preservation Commission. Upon review of the Commission's resolution, its minutes and the application, if the City Council finds that the applicable criteria of this chapter for granting a Certificate of Appropriateness will be met, it may disregard the Historic Preservation Commission's recommendation and approve a Certificate of Appropriateness.
 2. The applicant may submit an application for a certificate of economic hardship pursuant to Section 17.32.090, "Economic Hardship." The City Council shall not deny a Certificate of Appropriateness until a determination has been made concerning the certificate of economic hardship.
- F. *Invalidity.* A Certificate of Appropriateness shall be invalid if:
1. Changes have been made to the plans as approved by the Historic Preservation Commission or City Council.
 2. The permit issued for the work becomes invalid. A Certificate of Appropriateness remains in force for the same period of validity as the permit.
- G. *Certificate of Appropriateness: Criteria.* In making a determination whether to approve or to recommend denial of an application for a Certificate of Appropriateness, the Historic Preservation Commission shall be guided by the following criteria:
1. *Significance of a site, structure or building.*
 - a. The Historic Preservation Commission shall apply the maximum flexibility allowed by this chapter in its review of applications for new construction and for alteration, removal or demolition of structures that have little architectural or historic significance. However, if the new construction, alteration, removal or demolition would seriously impair or destroy historically or architecturally significant features of a landmark or of a building, structure or site within a designated historic district, the Historic Preservation Commission shall give due consideration to protection of those historically and architecturally significant features.
 - b. The following properties are presumed to have architecturally or historically significant features:
 - i. Properties within a designated historic district that are classified as architecturally or historically significant by a survey conducted pursuant to Section 17.32.070.
 - ii. Properties designated as landmarks pursuant to Section 17.32.300.
 - iii. All properties listed on the National Register of Historic Places.

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- c. The following properties will sometimes have architecturally or historically significant features—properties within a designated historic district that are classified as architecturally or historically contributing by a survey conducted pursuant to Section 17.32.070.
 - d. The following properties will usually have little architectural or historic significance—properties within a designated historic district that are classified as architecturally or historically non-contributing by an architectural survey conducted pursuant to Section 17.32.070.
2. *General architectural and aesthetic guidelines.*
- a. *Height.* The height of any proposed alteration or construction should be compatible with the style and character of the structure and with surrounding structures.
 - b. *Proportions of the front facade.* The relationship between the width of a building and the height of the front elevation should be compatible with surrounding structures.
 - c. *Proportions of windows and doors.* The proportions and relationships between doors and windows should be compatible with the architectural style and character of the building.
 - d. *Relationship of building masses and spaces.* The relationship of a structure to the open space between it and adjoining structures should be compatible.
 - e. *Roof shapes.* The design of the roof, fascia and cornice should be compatible with the architectural style and character of the building and with adjoining structures.
 - f. *Scale.* The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures
 - g. *Directional expression.* Facades in historic districts should blend with, and reflect, the dominant horizontal or vertical expression of adjacent structures. The directional expression of a building after alteration, construction or partial demolition should be compatible with its original architectural style and character.
 - h. *Architectural details.* Architectural details, including types of materials, colors and textures, should be treated so as to make a building compatible with its original architectural style and character, and to enhance the inherent characteristics of surrounding structures.
 - i. *New structures.* New structures in an historic district shall be compatible with, but need not be the same as, the architectural styles and general designs and layouts of the surrounding structures.
3. *Secretary of the Interior's standards for rehabilitation.*
- a. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal change to the defining characteristics of the building, structure or site, and its environment, or to use the property for its originally intended purpose.
 - b. The distinguishing original qualities or historic character of a building, structure or site, and its environment, shall be retained and preserved. The removal or alteration of any historic materials or distinctive architectural features should be avoided when possible.
 - c. All buildings, structures or sites shall be recognized as physical records of their own time, place and use. Alterations that have no historical basis, or which seek to create an earlier appearance, shall be avoided.
 - d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

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- e. Distinctive stylistic features, finishes and construction techniques or examples or skilled craftsmanship, which characterizes a building, structure or site, shall be preserved.
 - f. Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be based on accurate duplications substantiated by documentary, physical or pictorial evidence, and not conjectural designs or the availability of different architectural elements from other buildings or structures.
 - g. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Sandblasting and other physical or chemical treatments which will damage the historic building materials shall not be used.
 - h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 - i. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize a property. Contemporary design for the new work shall not be discouraged when such alterations and additions are differentiated from the old, and are compatible with the massing, size, scale, color, material and character of the property and its environment.
 - j. New additions, and adjacent or related new construction, shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
4. *Design guidelines.* Advisory recommendations for applying the criteria of the above subsections "2. General Architectural and Aesthetic Guidelines" and "3. Secretary of the Interior's Standards for Rehabilitation" to neighborhoods, Historic Districts, Landmarks, or to specific types of structures or sites. Design Guidelines shall be recommended by the Historic Preservation Commission and adopted by the City Council.
5. *Code conflicts.* Where there are irreconcilable differences between the requirements of the building code, life safety code, or other codes adopted by the City and the requirements of this chapter, conformance with those codes shall take precedence, and therefore the Historic Preservation Commission shall approve a Certificate of Appropriateness. In so doing, however, the Historic Preservation Commission shall be obligated only to approve those portions of the proposed work that are necessary for compliance with the applicable codes, as determined by the Building and Code Enforcement Division Manager or Fire Chief.


(2011-Z-3: §§ 2, 3; 2010-Z-4: §§ 3—5)

17.32.090 Economic hardship.

Notwithstanding any of the provisions of this chapter to the contrary, upon receipt of a recommendation from the Historic Preservation Commission, and upon making the findings described herein, the City Council may approve a certificate of economic hardship to allow the performance of work for which a Certificate of Appropriateness has been denied.

- A. Applicants claiming economic hardship shall be required to show evidence of having sought rehabilitation assistance from available sources. The Historic Preservation Commission will provide the applicant with a list of sources known to it.
- B. Applicants may submit any, or all, of the following information in support of the application:

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1. The amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased.
 2. The assessed value of the land, and improvements thereon, according to the two (2) most recent officially documented assessments.
 3. Real estate taxes for the two (2) previous years.
 4. Remaining balance on mortgage, if any, and annual debt service, if any, for the previous two (2) years.
 5. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.
 6. Any listing of the property for sale or rent, and the price asked and offers received, if any.
 7. Any consideration by the owner as to profitable adaptive uses for the property.
 8. If the property is income-producing, the annual gross income from the property for the previous two (2) years, itemized operating and maintenance expenses for the previous two (2) years, and annual cash flow before and after debt service, if any, during the same period.
 9. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other.
 10. An estimate from an architect, developer, real estate consultant, appraiser or other real estate professional, experienced in rehabilitation, as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.
 11. A report from a licensed architect or engineer, with experience in rehabilitation, as to the structural soundness of any structures on the property and their suitability for rehabilitation.
 12. Any other information reasonably necessary for a determination as to whether the property can be reasonably used by, or yield a reasonable return to, present or future owners.
- C. After reviewing the application and any other information available, the Historic Preservation Commission shall make a recommendation to the City Council regarding the application for a certificate of economic hardship. If the City Council finds that without approval of the proposed work the property cannot obtain a reasonable economic return, it may issue a certificate of economic hardship. In the alternative, it may delay the issuance of a certificate of economic hardship for a period of up to three (3) months. During this time, the City Council shall invite plans and recommendations from the Historic Preservation Commission, or any interested party, to provide for a reasonable beneficial use or a reasonable economic return, or to otherwise preserve the subject property. Such plans and recommendations may include, but not be limited to, a relaxation of the provisions of this ordinance, an abatement of real property taxes, financial assistance, the application of building code requirements, and/or changes in zoning regulations.
- D. If by the end of this three-month period, the City Council determines that no viable alternative is available and the property cannot be put to a reasonably beneficial use, or the owner cannot obtain a reasonable economic return, then it shall issue a certificate of economic hardship approving the proposed work.
- E. The City Council shall consider the recommendations of the Historic Preservation Commission in deciding whether to issue the certificate of economic hardship, but may overturn the Historic Preservation Commission's recommendation if, in its sole discretion, it finds such action appropriate.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund.	
	Presenter:	Ellen Johnson, Planner II	
Meeting: Planning & Development Committee		Date: May 12, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>Allocation of additional St. Charles Housing Trust Funds into the Kane County Affordable Housing Fund was discussed at the April P&D Committee meeting as part of the Housing Trust Fund Update. Staff is now bringing this item forward for action.</p> <p>Background</p> <p>The Kane County Affordable Housing Fund (AHF) provides gap financing for the preservation and development of affordable housing in Kane County. The AHF provides financing to developers for the acquisition, rehabilitation, and new construction of homebuyer and rental units. The AHF is administered by the Kane County Office of Community Reinvestment and is a combination of federal funds distributed to Kane County and City of St. Charles Housing Trust Funds.</p> <p>The City has participated in the AHF since 2018. The AHF has been the primary mechanism by which developers of affordable housing can request use of the City's Housing Trust Fund. The AHF provides the opportunity for the City's funds to be combined with the County's funding sources for projects in St. Charles. Projects can range from single-home rehab projects to new-construction affordable housing developments.</p> <p>Kane County handles all administrative matters in review and vetting applications and setting up agreements and loan documents. The County issues an RFP annually, usually in June, to solicit proposals from developers. Projects located in St. Charles can be awarded funds from both the County and the City through this process. The City's portion of the funding for specific projects is approved by the Housing Commission.</p> <p>Fund Allocation</p> <p>In 2018, the City entered into an IGA with Kane County to participate in the AHF. The City allocated \$416,000 from the Housing Trust Fund (\$405,854 plus 2.5% for closing fees). In 2023, City Council allocated additional funds for the Anthony Place II project; that project did not move forward. In 2024, Council allocated additional funds for the Carroll Tower renovation project. Currently, there are no remaining available City funds allocated to the AHF.</p> <p>Kane County intends to release its annual Affordable Housing Fund Request for Proposals in late June. The City will need to allocate additional funds in order to participate in this year's RFP.</p> <p>Previously Approved AHF Projects</p> <p>The table below lists completed Affordable Housing Fund projects located in St. Charles which received both County and City funds:</p>			

Project	City Housing Trust Funds Used	Year Approved
1432 Dean St. Purchase/Rehab/Sale	\$59,173 (\$36,921 paid back upon sale)	2018
704 Adams Ave. Purchase/Rehab/Sale	\$49,378 (\$29,316 paid back upon sale)	2019
106 Moore Ave. New House	\$45,361 (\$23,431 paid back upon sale)	2020
Total Spent	\$153,912 (\$89,668 total paid back)	

Projects approved for funding, but either cancelled or not yet completed, are listed below:

Project	City Housing Trust Funds Approved	Year Approved	Status
Anthony Place II Senior Apartments – GC Housing Development (60 units)	\$1,100,000	2023	Project cancelled, was not awarded IHDA funds
Habitat for Humanity – New house on Dean St.	\$115,000 + City Land Donation	2023	Construction proceeding. <i>Funds not yet paid out.</i>
3 Diamond Development – Renovation of Carroll Tower Senior Apartments and extension of affordability period (108 units)	\$544,881	2024	IHDA loan not yet closed, but expected in the next few months. <i>Funds not yet paid out.</i>
Total Approved	\$1,913,793		
Total Approved for Projects Completed or Moving Forward	\$813,793		
Total Outstanding to be Paid Out upon Project Completion	\$659,881		

Housing Commission Recommendation

The Housing Commission discussed the Housing Trust Fund allocation to the AHF at their meeting on 4/17/25. They voted 7-1 to recommend allocating **\$500,000, plus administrative fee**, from the Housing Trust Fund to the AHF. The administrative fee under the current IGA is in the form of a 2.5% loan closing fee provided for each project. This would equate to an allocation of **\$512,500**. Commissioners discussed that offering City funds through the AHF gives the City the best chance for affordable housing projects to happen in St. Charles. They also noted that, aside from a handful of Home Rehab Loans, the AHF is the only way City Trust Funds have been used.

Considerations:

- The federal funds received by Kane County are provided by the U.S. Department of Housing & Urban Development (HUD). HUD funding for these programs may be uncertain in coming years.
- All City funds allocated to the AHF remain in the City's Housing Trust Fund until any approved project is completed and reimbursement is requested.
- Allocated funds typically carry over year-to-year. However, allocated funds can be limited to the 2025 application round only. If funds are limited to this year only, next year's allocation would be discussed next Spring. Moving forward, there could be an annual allocation decision each Spring.
- The City has the ability to end participation in the AHF (through terminating the IGA) with 90 days notice.
- Funds for projects are typically approved as 0% interest loans with varying payback periods and payback percentages; funds have not historically been provided as grants. Repayments go back into the City's Housing Trust Fund.
- The current available balance of the Housing Trust Fund is \$1,637,353.

Attachments (please list):

Housing Trust Fund Account Report; Res. 2018-84 (IGA)

Recommendation/Suggested Action (briefly explain):

Recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund.

Housing Trust Fund –Account Activity 10/1/24 – 4/1/25

Beginning Balance (10/1/24)	\$2,293,299
Home Rehab Loans	N/A
Loan Repayments	N/A
Developer Contributions (IHO Fee)	\$72,110*
Affordable Housing Fund Loan	N/A
Affordable Housing Fund Loan Repayment	N/A
Interest Payments	\$5,325
End Balance (4/1/25)	\$2,370,734
<i>Earmarked Funds</i>	<i>\$733,381***</i>
Remaining Available Balance	\$1,637,353

*Developer contributions include partial contributions for Munhall Glen and Charlestowne Lakes.

***Earmarked Funds:

1. Home Rehab & Accessibility Loan Program: \$31,500 remaining for program
2. First-Time Homebuyer Loan Program: \$42,000 remaining for program
3. Kane County Affordable Housing Fund: \$0 remaining for program
 - Approved projects; funds to be paid out upon project completion:
 - a. \$115,000 for Habitat for Humanity project on Dean St.
 - b. \$544,881 for 3 Diamond Development redevelopment of Carroll Tower.

Refer to:	
Minutes:	6/18/18
Page:	

**City of St. Charles, Illinois
Resolution No. 2018-84**

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Intergovernmental Agreement by and between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services

**Presented & Passed by the
City Council on June 18, 2018**

WHEREAS, City, under Chapter 3.50 of the St. Charles Municipal Code, has established a Housing Trust Fund to provide sustainable financial resources to address the affordable housing needs of eligible households in St. Charles by preserving and producing affordable housing, providing housing-related financial support and services to eligible households and providing financial support for not-for-profit organizations that actively address the affordable housing needs of eligible households; and

WHEREAS, the City has previously established a Home Rehab and Accessibility Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "A", to assist income-eligible St. Charles homeowners to make necessary repairs and improvements to their homes; and

WHEREAS, the City desires to establish a First-Time Homebuyer Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "B", in order to provide opportunities for affordable home ownership to income-eligible families seeking to purchase a home in St. Charles; and

WHEREAS, the Kane County Board has established the Affordable Housing Fund, a combination of funds provided by the U.S. Department of Housing and Urban Development and other sources, to provide gap financing for the preservation and/or development of affordable housing in Kane County; and

WHEREAS, the City desires to contribute resources from the St. Charles Housing Trust Fund into the Affordable Housing Fund to be made available for projects located within the St. Charles corporate limits; and

WHEREAS, the City desires to partner with the Kane County Office of Community Reinvestment for services related to administration and management of the Home Rehab and Accessibility Loan Program, the First-Time Homebuyer Loan Program, and the City's contributions into the Affordable Housing Fund.

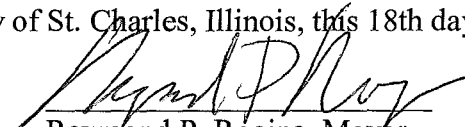
NOW THEREFORE, be it resolved by the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

1. That the Mayor and City Clerk be and the same are hereby authorized to execute an Intergovernmental Agreement between the City of St. Charles and Kane County, in substantially the form attached hereto and incorporated herein as Exhibit "C", by and behalf of the City of St. Charles.
2. That the City hereby grants authority to the St. Charles Housing Commission to review and approve financing for projects under the Kane County Affordable Housing Fund located within the St. Charles corporate limits.
3. That the City hereby allocates \$500,000 from the St. Charles Housing Trust Fund as follows: \$42,000 to the Home Rehab & Accessibility Loan Program, \$42,000 to the First-Time Homebuyer Loan Program, and \$416,000 to the Affordable Housing Fund.

PRESENTED to the City Council of the City of St. Charles, Illinois this 18th day of June 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this 18th day of June 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 18th day of June 2018.


Raymond P. Rogina, Mayor

ATTEST:


Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes: 8

Nays: 0

Absent: 2

Abstain: 0



Exhibit “A”

Program Description – Home Rehab and Accessibility Loan Program

CITY OF ST. CHARLES FIRST-TIME HOMEBUYER LOAN PROGRAM
JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to promoting the availability of attainable housing in the community. Purchasing a home in St. Charles is often out of reach for first-time homebuyers due to the market values of St. Charles' housing stock as well as the need for a downpayment. In an effort to make purchasing a home in St. Charles more affordable for local families, the City offers a downpayment assistance program for first-time homebuyers. Funding for this program will be provided by the St. Charles Housing Trust Fund.

Program Name	Program Description	Available Funds	Type of Loan
First-Time Homebuyer Loan Program (the "program")	Prospective homebuyers apply to the Kane County Office of Community Reinvestment for a loan through the City's Program. The program is supplemental to Kane County's First-Time Homebuyer Program. Applicants initially apply for the Kane County program. \$10,000 in assistance is available through the County's program. Loans through the City's program are considered if additional assistance is necessary to meet the County's underwriting criteria.	Maximum of \$10,000 per household	0% Interest deferred-payment loan with repayment at the time of sale or transfer of deed

ELIGIBILITY

The following criteria will determine applicant eligibility:

1. Income: The annual gross household income of the applicant's household may not exceed the income limits established below.
2. Status: The applicant(s) must satisfy HUD's definition of a first-time homebuyer, meaning the applicant(s) may not have owned a home for the past three years.
3. Residency: The applicant(s) must currently live or work in Kane County and must have lived or worked in Kane County for at least one year at the time of closing.
4. Location:
 - a. The property to be purchased must be within the City of St. Charles corporate limits.
 - b. The property to be purchased may not be located in the 100-year floodplain.
5. Unit Type: The property to be purchased may be a single-family detached unit, condominium unit, or townhome unit.
6. Purchase Price: The maximum purchase price for an existing home is \$206,000. The maximum purchase price for a new home is \$224,000. (Values effective 3/1/2017)
7. Ownership: The person(s) receiving the loan must plan to live within the dwelling unit, and not rent the unit to other persons.
8. Downpayment Contribution: The applicant(s) must contribute a downpayment of at least 1% of the purchase price of the home to be purchased.
9. Homebuyer Education: The applicant(s) must successfully complete a homebuyer education course from a HUD certified agency.

10. Mortgage Approval: The applicant(s) must have obtained approval for first mortgage financing that comply with the guidelines established by the Kane County's First Time Homebuyer Program.
11. Home Inspection: The property to be purchased must pass a general home inspection and a lead-based paint inspection conducted by a Kane County inspector.

INCOME LIMITS

Annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: <http://www.ihda.org>):

Chicago Metro Area Income Limits by Household Size at 80% Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2017 Income Limits (80% AMI)	\$44,250	\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450

Exhibit “B”

Program Description – First-Time Homebuyer Loan Program

CITY OF ST. CHARLES HOME REHAB AND ACCESSIBILITY LOAN PROGRAM
JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to preserving and maintaining its affordable housing stock. In response to this commitment, the City offers a home rehab program to income-eligible homeowners. This program offers zero-interest, deferred payment loans to qualified households to maintain the quality of the affordable housing stock and help distressed homeowners in need. Funding for this program is provided by the St. Charles Housing Trust Fund.

Program Name	Program Description	Available Funds	Type of Loan
Home Rehabilitation and Accessibility Loan Program (the "program")	Homeowners apply to Community Contacts, Inc. for a loan through the City's program. The program is supplemental to Kane County's Home Rehabilitation Loan Program. Applicants initially apply for the Kane County program. \$20,000 in assistance is available through the County's program. Loans from the City's program are considered in the following circumstances: (i) the cost of the Eligible Improvement(s) exceeds the maximum amount paid by Kane County or (ii) the homeowner has project costs that are not eligible for reimbursement through Kane County's program, but are Eligible Improvements for the City's program.	Maximum of \$10,000 per household	0% Interest deferred-payment loan with repayment at the time of sale or transfer of deed

ELIGIBLE IMPROVEMENTS

- Improvements and modifications for physically disabled persons, including but not limited to: grab bars and railings; motorized chair lifts; doorway widening; walk-in showers; accessible toilets; shower seats; ramps; bed rails; and lowered countertops.
- Repairs/improvements to mechanical, heating, plumbing, structural, and electrical systems.
- Exterior painting.
- Improvements to building security.
- Termite damage repair.
- Drainage improvements.
- Yard clean-up.
- Repairs or replacement of roofing.
- Insulation.
- Exterior work that will improve overall neighborhood appearance.
- Windows in need of repair or replacement.

INELIGIBLE IMPROVEMENTS

- Additions/upgrades to existing structure or component parts, i.e. window upgrades (Bay Window), room additions, etc. (except to provide access to persons with disabilities).
- Purchase or repair of furnishings.
- Purchase of land/real property.
- Construction/repair of swimming pools or hot tubs.

- Appliances
- Improvements to common elements of association owned or managed property.

RESIDENTIAL REHABILITATION PRIORITIES

The following priority system will be used to classify rehabilitation work needed for each property. The following priority system is in descending order of priority. Category A represents the highest priority items, and Category D represents items of lowest priority.

Category A - Health & Safety items

Category A consists of code violations and repair of the major systems that threaten the health and safety of the resident (e.g., basic structural, mechanical, electrical, heating and/or plumbing systems).

Category B - Incipient Code Violations

These items include those elements of the structure which are not in violation of the code but appear to be in a condition that will deteriorate into a code violation if left uncorrected (e.g., hot water heater or boiler of 30 or 40 years of age which may have given some minor problem in the recent past). If sufficient dollars are available to address more than the Category A items, then Category B improvements shall be undertaken to the extent of financial feasibility.

Category C - Energy Conservation Items

These items are directly related to the conservation of energy by upgrading the dwelling's thermal protection such as new windows, new doors, and insulation which may be undertaken if sufficient dollars have been available to address Category A and B items.

Category D - General Property Improvements

These work items constitute improvements which can be made to the property, but are not vital to health and safety of the resident. Examples could include yard maintenance, exterior painting, air conditioning, improvements and modifications for physically disabled persons. These items can be considered property improvements after Categories A through C have been addressed and subject to staff approval.

ELIGIBILITY

The following criteria will determine applicant eligibility:

1. Income: The annual gross household income of the applicant household may not exceed the income limits established below.
2. Location: The subject property must be within the City of St. Charles corporate limits.
3. Home Value: The value of the applicant's home may not exceed \$294,515.
4. Type of Unit: The unit must be an owner-occupied residential property.
5. Ownership: The person receiving the loan must live within the dwelling unit, and not rent this unit to other persons.

INCOME LIMITS

The annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: <http://www.ihda.org>). The Household Value Limitation is set at the most recent FHA Mortgage Limit for Kane County (source: <https://entp.hud.gov/idapp/html/hicostlook.cfm>).

Owner Occupied Affordability Chart For Chicago Metro Area 80% of Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2017 Income Limits (80% AMI)	\$44,250	\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450
Household Value Limitation	\$ 294,515							

Exhibit “C”

Intergovernmental Agreement between the City of St. Charles and Kane County
regarding St. Charles Housing Trust Fund Administration and Management Services

Intergovernmental Agreement
St. Charles Housing Trust Fund Administration and Management Services

THIS AGREEMENT, made and entered into this 18 day of June, 2018, by and between the City of St. Charles, an Illinois municipal corporation (the "City"), and Kane County, a body corporate and politic (the "County"), which are collectively known as "the parties."

WITNESSETH:

WHEREAS, the City has established a Housing Trust Fund for the purpose of providing and preserving affordable housing within its jurisdiction for the benefit of current and future residents; and

WHEREAS, the City has also established a Housing Commission, which is charged with assisting the City in the operation and implementation of the Housing Trust Fund; and

WHEREAS, the County, through its Office of Community Reinvestment, has received annual allocations of federal funding to support various housing and community development initiatives since 1998 and has successfully developed and implemented those initiatives; and

WHEREAS, the Office of Community Reinvestment has the experience and qualifications to assist the City with the administration of programs approved by the City utilizing its Housing Trust Fund; and

WHEREAS, the City has determined it to be in its best interest to obtain program management services from the Office of Community Reinvestment for the effective implementation of programming under its Housing Trust Fund; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;" and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois provides in part as follows:

"Section 3. Intergovernmental cooperation. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law."

“Section 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;” and

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in Chapter 65 of the Illinois Compiled Statutes (known as the “Illinois Municipal Code”), and Chapter 55 of the Illinois Compiled Statutes (known as the “Illinois Counties Code”).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between the City and County as follows:

1. **INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated into this Agreement in their entirety as though fully set forth herein.

2. **SCOPE OF SERVICES**

The County shall provide affordable housing services on behalf of, and within the corporate limits of, the City. In general, these services shall include the provision of housing rehabilitation assistance to eligible homeowners, first-time homebuyer assistance to eligible homebuyers, and financing for the development or redevelopment of units of affordable housing, all of which shall be funded by the City’s Housing Trust Fund. The specific duties and responsibilities to be performed by the County are outlined in Attachment A, “Scope of Services” (hereinafter referred to as the “Services”). Any other provisions of this Agreement or the attachments hereto notwithstanding, the City shall have and retain sole discretion and authority in selecting the projects and activities to be funded by the City’s Housing Trust Fund and the administration of any such projects and activities.

3. **WORK PRODUCTS**

All work products prepared by the County pursuant hereto including, but not limited to, reports, studies, plans, and recommendations shall be the property of the City and shall be delivered to the City, in both hard and electronic formats, upon request of the City. The County may retain copies of such work products for its records.

4. **PAYMENTS TO THE COUNTY**

A. The City shall make periodic payments to the County for the Services provided under this Agreement, according to the budget established in Attachment B, “Budget for Housing Trust Fund Activities.” Such payments shall be for the reimbursement of expenses associated with the housing activities and program management services

outlined in Attachment A.

- B. The total of all payments made by the City to the County shall not exceed \$500,000.00 unless modifications to this Agreement are authorized in writing by the City and County by way of written amendment to this Agreement.
- C. Additional services provided by the County which are not described herein require prior written approval of the City and County and shall be compensated according to terms agreed upon in such written approval.

5. **INVOICES**

- A. The County shall submit invoices not more often than monthly in a format approved by the City. The County shall provide the City with progress reports with the submission of invoices.
- B. The County shall maintain records documenting the expenses incurred for the completion of the Services. The County shall permit representatives of the City to inspect and audit all data and records of the County for work performed under this Agreement. The County shall retain and make these records available to the City at reasonable times during the term of this Agreement.

6. **COMMISSION REPRESENTATION**

The County shall designate a seat on the Kane-Elgin HOME Commission for the Chair of the City's Housing Commission, or their designee.

7. **TERM OF AGREEMENT**

The term of this Agreement shall commence and be effective from the date first written above until terminated pursuant to Article 8 herein in regards to the First-Time Homebuyer Assistance Program and the Affordable Housing Development Program.

The term of this Agreement shall commence and be effective from the date of termination of the Service Agreement between the City and Community Contacts, Inc. in regards to the Home Rehab and Accessibility Loan Program, until terminated pursuant to Article 8 herein.

8. **TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the City or the County may terminate this Agreement at any time upon ninety (90) days' written notice. In the event this Agreement is so terminated, the County shall be paid for services provided prior to termination.

9. **NOTICE OF CLAIM**

If the County wishes to make a claim for additional compensation as a result of action taken by the City, the County shall give written notice of his claim to the City within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made.

Any changes in the County's fee shall be valid only to the extent that the City and County agree to such changes in writing. Regardless of the decision of the City relative to a claim submitted by the County, all work required under this Agreement, as determined by the City, shall proceed without interruption.

10. **BREACH OF CONTRACT**

If any party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Agreement, the party having provided such notice may terminate this Agreement.

11. **NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the County or City shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. **HOLD HARMLESS**

The City shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of City's performance or nonperformance under this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

13. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

14. **ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment should be made without the prior written consent of the City.

15. **DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the County shall remain liable to the City with respect to each and every item, condition and other provision hereof to the same extent that the County would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

16. **NO CO-PARTNERSHIP OR AGENCY**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. **SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

19. **MODIFICATION OR AMENDMENT**

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

The previous paragraph notwithstanding, the budget amounts specified in Attachment B, less any amounts already encumbered by the County, may be unilaterally amended at the City's sole discretion and without requiring written acceptance by the County. In such cases, the City shall notify the County in writing of any such amendments, which shall become effective upon receipt by the County.

20. **APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Circuit Court of Kane County, Illinois.

21. **COOPERATION WITH OTHERS**

The County shall cooperate with any other parties in the City's employ or any work associated with the Services.

22. **SEXUAL HARASSMENT**

As a condition of this contract, the County shall have written sexual harassment policies that include, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission; and
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies must be provided to the Department of Human Rights upon request per 775 ILCS 5/2-105.

23. **NOTICES**

All notices, reports and documents required under this Agreement shall be in writing and shall be emailed and/or mailed by First Class Mail, postage prepaid, addressed as follows:

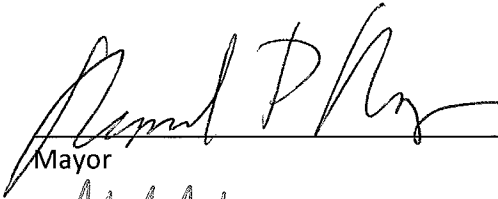
- A. As to City:
Mark Koenen, City Administrator
City of St. Charles
2 East Main Street
St. Charles IL 60174
Email: mkoenen@stcharlesil.gov
- B. As to County:
Josh Beck, Assistant Director for Community Development
Kane County Office of Community Reinvestment
719 South Batavia Avenue
Geneva IL 60134
Email: beckjosh@co.kane.il.us

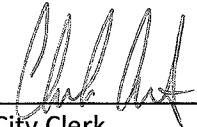
24. **COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the County shall comply with all applicable Federal, State, Municipal, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. The County hereby certifies, represents and warrants to the City that its employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. County shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of this work, and/or the products and/or services provided by this Agreement. The City shall have the right to audit any records in the possession or control of the County to determine the County's compliance with the provisions of this paragraph. In the event that the City proceeds with such an audit, the County shall make available to the City the County's relevant records at no cost to the City.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials.

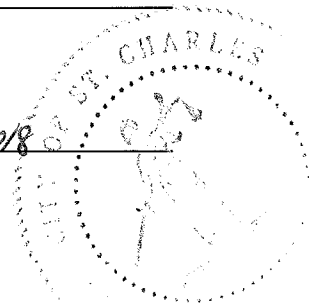
City of St. Charles, a municipal corporation

By: 
Mayor

Attest: 
City Clerk

Date: 5-18-18

Date: 6/18/2018



County of Kane, a body politic in the State of Illinois

By: _____
Scott Berger, Director
Kane County Office of Community Reinvestment

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

The Kane County Office of Community Reinvestment shall provide the following services on behalf of, and within the corporate boundaries of, the City:

1. **HOME REHAB AND ACCESSIBILITY LOAN PROGRAM**

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to homeowners within the City's corporate limits that have applied and been determined eligible for the County's Owner-Occupied Housing Rehabilitation Loan Program, when the cost of eligible improvements exceeds the maximum amount of assistance offered by the County or the project costs are not eligible for reimbursement through the County's program. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of the City. Eligible improvements include, but are not limited to, repairs to mechanical systems, roof repair or replacement, window repair or replacement, insulation, accessibility improvements (such as grab bars and railings, motorized chair lifts, doorway widening, walk-in showers, accessible toilets, shower seats, ramps, bed rails, and lowered countertops), termite damage repair, exterior painting, building security, drainage improvements, yard clean-up, and exterior improvements that will improve neighborhood appearance. The County may subcontract with Community Contacts, Inc. for the provision of services necessary to assist homeowners under the Home Rehab and Accessibility Loan Program. The County shall be entitled to a program delivery fee of not more than 5% of eligible rehabilitation costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

2. **FIRST-TIME HOMEBUYER ASSISTANCE PROGRAM**

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to first-time homebuyers purchasing a home within the City's corporate limits that have applied and been determined eligible for the County's First-Time Homebuyer Assistance Program, when the amount of assistance necessary to satisfy the County's underwriting criteria exceeds the maximum amount of assistance offered by the County. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of

the City. Homes purchased under the program may include single-family detached dwellings, townhome units, and condominiums. The County shall be entitled to a program delivery fee of not more than 5% of eligible homebuyer assistance costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

3. **AFFORDABLE HOUSING DEVELOPMENT PROGRAM**

The County shall solicit housing development proposals on behalf of the City in conjunction with its Affordable Housing Fund, which provides gap financing for the development (or redevelopment) of high-quality units of affordable housing. Proposals seeking City funds shall conform to all requirements of the County's program. The County shall notify the City upon receipt of any proposal located within the City's corporate limits. The County shall prepare written evaluations of such proposals, including an analysis of developer qualifications, project readiness, and responsiveness to program criteria. The County shall underwrite proposals for financial soundness, project viability and loan terms, and shall forward recommendations to the City for its consideration. Upon City approval, the County shall issue commitments on behalf of the City and shall prepare all necessary loan documents. The County shall oversee projects during the development phase, including conducting site visits/inspections, ensure compliance with construction/rehabilitation standards and other program guidelines, and monitor construction costs and the development budget. The County shall be entitled to a loan closing fee of not more than 2.5% of the amount of assistance provided to each project and may charge borrowers reasonable and customary loan servicing fees during the term of their loans from the City.


For all of the above-described activities, the County shall manage the resale process, the collection of loan proceeds, and the release of mortgage instruments. In the case of rental projects, the County shall monitor leasing requirements, including ensuring tenant selection and qualification procedures are in place at lease up, and inspect and monitor units throughout the period of affordability. The County shall service all loans issued under the City's Housing Trust Fund Program and shall remit reimbursement to the City on a quarterly basis. The County shall provide an annual report to the City including the status of all loans issued, the amount(s) repaid and outstanding, and the results of monitoring and property inspections conducted.

ATTACHMENT B
BUDGET FOR HOUSING TRUST FUND ACTIVITIES

Home Rehab and Accessibility Loan Program	
Expense	Amount
1. Rehabilitation/Accessibility Improvements	\$40,000.00
2. Program Delivery Fees (5% of above expenses)	\$2,000.00
Total	\$42,000.00

First-Time Homebuyer Assistance Program	
Expense	Amount
1. Homebuyer Assistance	\$40,000.00
2. Program Delivery Fees (5% of above expenses)	\$2,000.00
Total	\$42,000.00

Affordable Housing Development Program	
Expense	Amount
1. Housing Development Financing (projects TBD)	\$405,854.00
2. Closing Fees (2.5% of above expenses)	\$10,146.00
Total	\$416,000.00

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation Proposing the Establishment of Dormant Special Service Area No. 71, Munhall Glen Subdivision	
	Presenter:	Bruce Sylvester, Assistant Community Development Director	
Meeting: Planning & Development Committee		Date: May 12, 2025	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>The City has established approximately 70 back-up Special Service Areas (SSAs). These SSAs allow the City to levy taxes, if necessary, to provide services within the SSA. With the exception of the downtown SSAs, most of the existing SSAs were established to ensure that the City can levy taxes if city-maintenance of privately owned stormwater management facilities ever becomes necessary. Maintenance of privately-owned stormwater management facilities is typically the responsibility of private property-owners—homeowner associations in residential areas, and owners’ associations in non-residential areas.</p> <p>The Community Development Department is responsible for monitoring these private stormwater management facilities—there are over 370 in the City—and informing the parties responsible for their maintenance if or when maintenance activities are being neglected. These maintenance activities often consist of mowing side-slopes, clearing obstructions from release structures, clearing invasive trees, and trapping and removing animals such as beavers. Costs for these maintenance activities are the responsibility of the owner.</p> <p>In rare instances, a party responsible for the maintenance of stormwater management facilities refuses or is unable to perform needed maintenance activities. The City’s first recourse is to pursue ordinance violations against the owner. This process will not be productive in all instances, and the resulting fine may not motivate an owner, particularly a defunct association. Sometimes these maintenance issues require more immediate action. In these situations, the City may deem it necessary to intervene and perform needed work, particularly if flooding may result from inaction. If the City ultimately needs to take over regular maintenance, the ‘dormant’ SSA can be activated and taxes can be levied to cover the costs to the City. Without this mechanism, the general public would be burdened with paying for these property or neighborhood specific services, rather than the benefiting properties paying for them.</p> <p>Community Development staff will send required notices to affected property owners in the Munhall Glen subdivision informing them of the public hearing, and will supplement the standard notice with additional information explaining that the SSA that is being established is ‘dormant’ and so the City will not levy taxes unless the homeowners association ever fails to adequately maintain the stormwater management facilities for which they are responsible. Following approval of the attached ordinance, the SSA establishment process under State Statute requires a 60-day notice prior to a public hearing, followed by a 60-day period for objections to be filed, prior to final Council action.</p>			
<p>Attachments (please list):</p> <p>Draft Ordinance</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation Proposing the Establishment of Dormant Special Service Area No. 71, Munhall Glen</p>			

CITY OF ST. CHARLES
Ordinance No. 2025-M-_____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE AREA NO. 71 (Munhall Glen) IN THE CITY OF ST.
CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AND PROPOSING
THE IMPOSITION AND LEVY OF TAXES AT A RATE NOT TO EXCEED
\$0.30 PER \$100 OF EQUALIZED ASSESSED VALUATION OF ALL
TAXABLE PROPERTY WITHIN THE AREA FOR THE PURPOSE OF
PAYING THE COST OF PROVIDING SPECIAL SERVICES IN AND FOR
SAID SPECIAL SERVICE AREA, AND PROVIDING FOR A PUBLIC
HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Authority to Establish Special Service Areas. Home rule municipalities are authorized to establish special service areas pursuant to Article VII, Section 6(1)(2) of the Constitution of the State of Illinois in force July 1, 1971, which provides:

Section 6 Powers of Home Rule Units

* * *

- (1) The General Assembly may not deny or limit the power of home rule units . . .
- (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.

and pursuant to the provisions of Illinois Special Service Area Tax Law [35 ILCS 200/27-5 *et seq.* (2022 State Bar Ed.)], which provides the manner of levying or imposing taxes for the provision of special services areas within the boundaries of home rule units and non-home rule municipalities and counties and pursuant to the Revenue Act of 1939.

SECTION 2. Findings: City Council finds and determines as follows:

A. That it is in the public interest that the creation of the area described as Special Service Area No. 71, whose boundaries and services are set forth herein, be considered.

B. That the proposed Special Service Area is compact and contiguous and constitutes a residential area in the City, and the proposed Special Service Area will benefit from municipal services to be provided by the City, specifically the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any stormwater management measures, major and/or minor stormwater system and/or special management areas; costs of design, engineering and other consulting services, surveying and permits, public liability insurance, and all administrative, legal

and other costs or expenses incurred in connection therewith and with the administration of the Special Service Area (the “Services”), including the repayment of any loan or debt incurred for the provision of any of such Services, all of the Services to be in and for the Special Service Area and the Services are unique and in addition to the services provided the City as a whole.

C. That said Special Service Area is zoned Special Service Area is zoned RS-4 “Suburban Single-Family Residential” and Planned Unit Development (Munhall Glen PUD), and said Special Service Area will benefit specifically from the Services to be provided and that the proposed Services are unique, and in addition to, municipal services provided to the City as a whole and it is, therefore, in the best interest of the City that the levy of special taxes against said Special Service Area for the Services to be provided, be considered.

D. The primary purpose of the formation of said Special Service Area No. 71 is to provide the Services to the proposed Special Service Area and levy an annual tax for the payment of all or a portion of the Services and such administrative costs incurred by the City in connection with the Services.

SECTION 3. Public Hearing – Tax Rate. That a public hearing shall be held at 6:50 p.m. on the 21st day of July, 2025, in the City Hall, Two East Main, St. Charles, Illinois, to consider the creation of Special Service Area No. 71 of the City of St. Charles, in the territory generally and legally described in the Notice set forth in Section 4 hereof. At the hearing, there will be considered the levy of an annual tax not to exceed an annual rate of 0.3 percent (\$ 0.30 per \$100.00) upon the property in the proposed Special Service Area No. 71 based upon the assessed value, as equalized, of said property, for the Services. Said tax may be levied for an indefinite period following the establishment of said Special Service Area.

SECTION 4. Notice of Hearing: Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one or more newspapers in general circulation in the City of St. Charles. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area No. 71. Said Notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, then notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
CITY OF ST. CHARLES SPECIAL SERVICE AREA NUMBER ____

NOTICE IS HEREBY GIVEN that on July 21st, 2025, at 6:50 p.m. in the City Hall, Two East Main Street, St. Charles, Illinois, a hearing will be held by the City Council of the City of St. Charles to consider forming a special service area consisting of the territory generally described as Munhall Glen Subdivision, all within the City of St. Charles, Kane and DuPage Counties, Illinois and legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CAMBRIDGE PHASE NO. 1 PER DOCUMENT NUMBER 1395805; THENCE SOUTH 88 DEGREES 25 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, SAID NORTH LINE BEING COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 668.91 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 45 SECONDS EAST, 914.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY KNOWN AS CHICAGO AND GREAT WESTERN RAILROAD); THENCE SOUTH 88 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 295.73 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 187.77 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,939.48 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 86 DEGREES 41 MINUTES 52 SECONDS EAST, 187.74 FEET TO THE WEST LINE OF TYLER RIDGE CONDO PER DOCUMENT NO. 90K08890; THENCE SOUTH 10 DEGREES 57 MINUTES 51 SECONDS EAST ALONG SAID WEST LINE, 693.58 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 85 DEGREES 53 MINUTES 18 SECONDS EAST ALONG SAID SOUTH LINE, 463.27 FEET TO THE ORIGINAL CENTERLINE OF MUNHALL AVENUE (FORMERLY TYLER ROAD); THENCE NORTH 85 DEGREES 07 MINUTES 42 SECONDS EAST, 39.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYLER ROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 43.33 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,081.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 19 DEGREES 53 MINUTES 47 SECONDS EAST, 43.33 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MUNHALL AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 214.71 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 233.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34 DEGREES 39 MINUTES 42 SECONDS WEST, 207.19 FEET; THENCE SOUTH 08 DEGREES 16 MINUTES 26 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 183.21 FEET; THENCE SOUTH 72 DEGREES 21 MINUTES 43 SECONDS WEST, 269.18 FEET TO THE EAST LINE OF THE AFOREMENTIONED CAMBRIDGE PHASE NO. 1; THENCE NORTH 17 DEGREES 50 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, 253.15 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

The approximate street location is the Area bounded by:

The Chicago and Northwestern Railroad / Union Pacific Railroad Company right-of-way on the north, Munhall Avenue on the east, Cambridge Subdivision Phase 1 on the south, and South Avenue on the west.

P.I.N.'s:

09-35-126-019	09-35-126-018	09-35-126-017
09-35-126-016	09-26-376-030	09-26-376-029
09-26-376-028	09-26-376-027	09-26-376-026
09-26-376-022	09-26-376-021	09-26-376-020
09-26-376-019	09-26-376-018	09-26-376-017
09-26-376-016	09-26-376-015	09-26-378-037
09-26-378-040	09-26-378-041	09-26-378-042
09-26-378-043	09-26-378-044	09-26-378-045
09-26-378-046	09-26-378-047	09-26-378-048
09-26-378-050	09-26-378-051	09-26-378-052
09-26-378-053	09-26-377020	09-26-377-014
09-26-377-015	09-26-378-036	09-26-378-038
09-26-378-039	09-26-378-049	09-26-377-012
09-26-377-011	09-26-377-010	09-26-377-009
09-26-377-008	09-26-377-019	09-26-377-016
09-26-377-017	09-26-377-018	09-26-376-025
09-26-376-024	09-26-376-023	

The purpose of the formation of proposed Special Service Area No. 71 is generally to provide special municipal services which will benefit the area, specifically, benefit from municipal services to be provided by the City, specifically the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any stormwater management measures, major and/or minor stormwater system and/or special management areas; costs of design, engineering and other consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses incurred in connection therewith and with the administration of the Special Service Area (the "Services"), including the repayment of any loan or debt incurred for the provision of any of such Services, all of the Services to be in and for the Special Service Area and the Services are unique and in addition to the services provided the City as a whole.

At the hearing, there will be considered the levy of an annual tax, not to exceed an annual rate of 0.30 percent (\$0.30 per \$100.00) upon the property in the Special Service Area No. 71, based upon the assessed value, as equalized, of said property, for the purposes specified above. Said tax may be levied for an indefinite period of time following establishment of the proposed Special Service Area No. 71.

A map of proposed Special Service Area No. 71 is on file in the office of the City Clerk and available for public inspection.

The proposed amount of the tax levy for the Special Services for the initial year for which taxes will be levied within the proposed Special Service Area No. 71 is \$0.00 (zero dollars).

All interested persons, including all persons owning taxable real property located within proposed Special Service Area No. 71, will be given an opportunity to be heard at the hearing regarding the formation of and the boundaries of Special Service Area No. 71 and the proposed tax levy and may object to or file objections to the formation of the area and/or the amount of levy of taxes affecting said area.

The hearing may be adjourned by the City Council without further notice to another date without further notice, other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least 51% of the electors residing within the proposed Special Service Area No. 71 and by at least 51% of the owners of record of the real property included within the boundaries of the proposed Special Service Area No. 71 is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of the proposed Special Service Area No. 71, the levy or impositions of a tax or a proposed increase in the tax rate, no such Special Service Area No. 71 as proposed may be created or enlarged, or tax may be levied or imposed nor the rate increased, except as otherwise permitted by law.

Dated this 19th day of May, 2025.

/s/ _____
City Clerk

SECTION 5. Legal Description and Map: The legal description and map of the proposed Special Service Area No. 71 is attached to and made a part of this Ordinance as Exhibit “A.”

SECTION 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 7. Effective Date: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 19th day of May, 2025.

PASSED by the City Council of the City of St. Charles, Illinois, this 19th day of May, 2025.

APPROVED by the Mayor of the City of St. Charles, Illinois, this this 19th day of May, 2025.

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

EXHIBIT A
PROPOSED SPECIAL SERVICE AREA NO. 71
LEGAL DESCRIPTION AND MAP

LEGAL DESCRIPTION:

Metes and Bounds Legal Description Munhall Glen Subdivision

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CAMBRIDGE PHASE NO. 1 PER DOCUMENT NUMBER 1395805; THENCE SOUTH 88 DEGREES 25 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, SAID NORTH LINE BEING COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 668.91 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 45 SECONDS EAST, 914.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY KNOWN AS CHICAGO AND GREAT WESTERN RAILROAD); THENCE SOUTH 88 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 295.73 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 187.77 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,939.48 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 86 DEGREES 41 MINUTES 52 SECONDS EAST, 187.74 FEET TO THE WEST LINE OF TYLER RIDGE CONDO PER DOCUMENT NO. 90K08890; THENCE SOUTH 10 DEGREES 57 MINUTES 51 SECONDS EAST ALONG SAID WEST LINE, 693.58 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 85 DEGREES 53 MINUTES 18 SECONDS EAST ALONG SAID SOUTH LINE, 463.27 FEET TO THE ORIGINAL CENTERLINE OF MUNHALL AVENUE (FORMERLY TYLER ROAD); THENCE NORTH 85 DEGREES 07 MINUTES 42 SECONDS EAST, 39.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYLER ROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 43.33 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,081.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 19 DEGREES 53 MINUTES 47 SECONDS EAST, 43.33 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MUNHALL AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 214.71 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 233.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34 DEGREES 39 MINUTES 42 SECONDS WEST, 207.19 FEET; THENCE SOUTH 08 DEGREES 16 MINUTES 26 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 183.21 FEET; THENCE SOUTH 72 DEGREES 21 MINUTES 43 SECONDS WEST, 269.18 FEET TO THE EAST LINE OF THE AFOREMENTIONED CAMBRIDGE PHASE NO. 1; THENCE NORTH 17 DEGREES 50 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, 253.15 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.


All public rights-of-way contiguous and adjacent thereto.

P.I.N.'s:

09-35-126-019	09-35-126-018	09-35-126-017
09-35-126-016	09-26-376-030	09-26-376-029
09-26-376-028	09-26-376-027	09-26-376-026
09-26-376-022	09-26-376-021	09-26-376-020
09-26-376-019	09-26-376-018	09-26-376-017
09-26-376-016	09-26-376-015	09-26-378-037
09-26-378-040	09-26-378-041	09-26-378-042
09-26-378-043	09-26-378-044	09-26-378-045
09-26-378-046	09-26-378-047	09-26-378-048
09-26-378-050	09-26-378-051	09-26-378-052
09-26-378-053	09-26-377020	09-26-377-014
09-26-377-015	09-26-378-036	09-26-378-038
09-26-378-039	09-26-378-049	09-26-377-012
09-26-377-011	09-26-377-010	09-26-377-009
09-26-377-008	09-26-377-019	09-26-377-016
09-26-377-017	09-26-377-018	09-26-376-025
09-26-376-024	09-26-376-023	

Map



 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 216 Riverside Ave.	
	Presenter:	Emma Field, Planner	
Meeting: Planning & Development Committee Date: May 12, 2025			
Proposed Cost: \$20,000		Budgeted Amount: \$40,000 for FY	Not Budgeted: <input type="checkbox"/>
Executive Summary (if not budgeted, please explain): <p><u>Program Description</u></p> <p>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 Special Service Area 1B (Downtown Revitalization), in a Historic District or a 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 \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period.</p> <p><u>Proposal</u></p> <p>Curt Hurst, owner of 216 Riverside Avenue, has requested a Commercial Façade Improvement Grant. The project scope includes modifying front door elevations to resemble the existing conditions with brick, adding a folding door to the north side of the building, and infilling brick to match existing brick where wood enclosure is on the east side of the building. In addition, new windows and doors will be added to the building with a new storefront window added to the former overhead door opening on the northwest side of the building.</p> <p><u>Historic Commission Review 5-7-25</u></p> <p>The Historic Commission reviewed the grant and unanimously recommended approval because the project is a repair and stabilization of deteriorated historic features to revitalize the vacant building.</p> <p><u>Grant Amount</u></p> <p>Total Cost of Project: \$84,000.</p> <p>The project is eligible to receive up to \$20,000, based on 50% reimbursement for restoration and improvements, having 30 feet of building façade length, and having multiple façades face the street.</p>			
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 Façade Improvement Grant Agreement for 216 Riverside Avenue.			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 2-2025

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(216 Riverside Ave.)**

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 216 Riverside Ave. 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:

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

Nays: None.

Abstain: None.

Absent: None.

Motion Carried.

PASSED, this 12th day of May, 2025.

Chairman

FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
 - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1st and 3rd Wednesdays of each month at 7:00pm.
 - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

The earliest the grant agreement can be approved by the City Council is the third Monday of May. Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

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 facade 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.

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.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
 - Building Permit fees and related costs.
 - Extermination of insects, rodents, vermin and other pests.
 - Title reports and legal fees.
 - Acquisition of land or buildings.
 - Financing costs.
 - Sweat equity.
 - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**



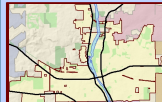
City of St. Charles,
Illinois

216 Riverside Ave.

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



Subject Property outlined in red.



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: May 9, 2025 01:14 PM



0 41 81 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: 216 Riverside Ave

Property Identification Number: 09-34-130-006

Applicant Name: Stc 216 LLC



Project Description:

Improvement, replacement of storefront systems, doors, windows, and trim materials

Removal of architecturally inappropriate features on building

Extensive restoration/repair of masonry material

Total Cost Estimate: \$ 84,000 (\$12,000 architecture + \$40,000 windows/doors + \$32,000 masonry)

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)

Applicant Contact Information:

Phone Number: 630-330-7215

Email Address: curt@frontierdevelopmentgroup.com

Statement of Understanding:

- ☒ I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- ☒ I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- ☒ I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- ☒ I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature:

Curtis Hurst



Date:

04/16/2025

Applicant **Frontier Property Management LLC**

Owner Authorization (if applicable):

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at 216 Riverside Ave., and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

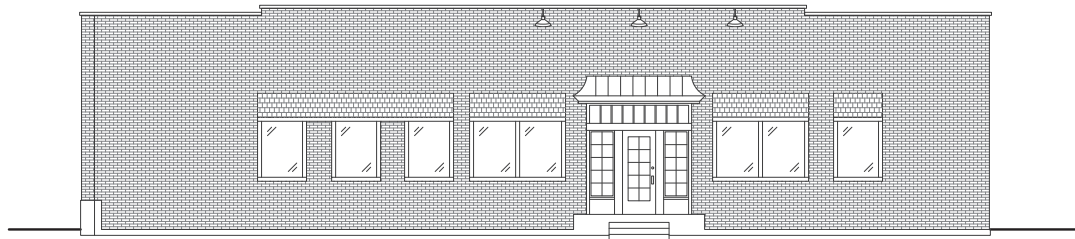
Signature:

Curtis Hurst

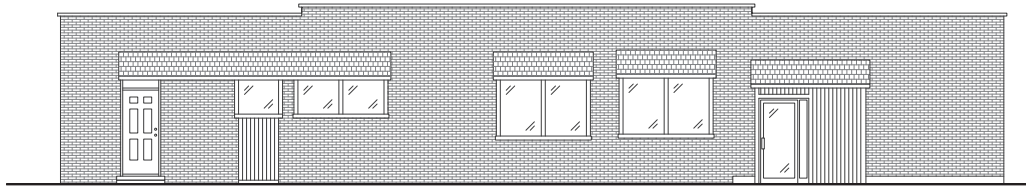


Date: 04/16/2025

Owner **STC 216 LLC**



1 EXISTING WEST ELEVATION
SCALE: 1/8"=1'-0"

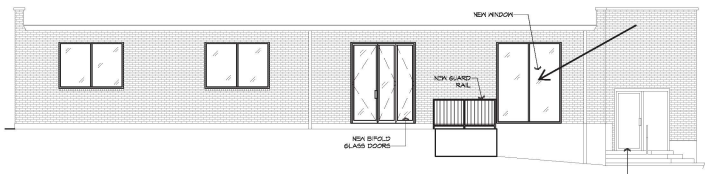


2 EXISTING EAST ELEVATION
SCALE: 1/8"=1'-0"

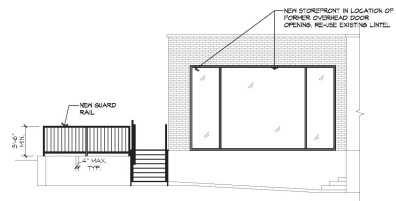
216 RIVERSIDE ELEVATIONS

SCALE: 1/8"=1'-0" LOCATION: 216 S. RIVERSIDE AVE.
ST. CHARLES, IL 60174
PLAN # 1
PROJECT#: 24042

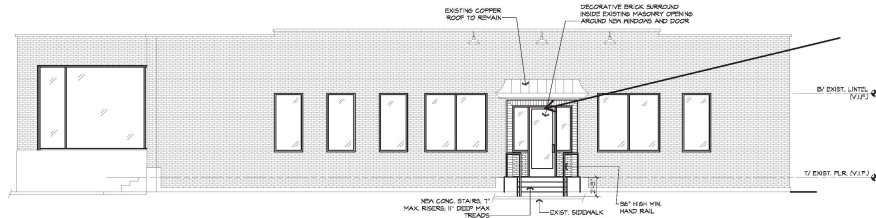




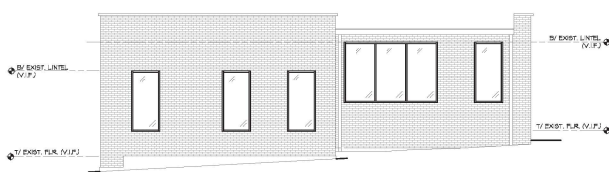
1 NORTH ELEVATION
SCALE: 3/16"=1'-0"



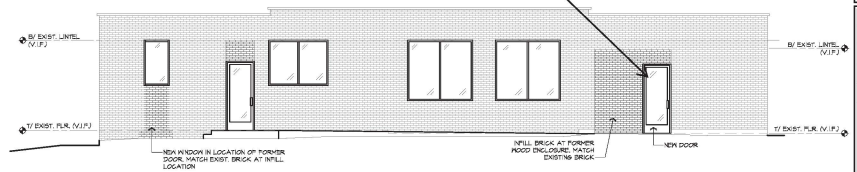
1A NORTHWEST ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTHWEST ELEVATION
SCALE: 3/16"=1'-0"



3 SOUTH ELEVATION
SCALE: 3/16"=1'-0"



4 EAST ELEVATION
SCALE: 3/16"=1'-0"

GENERAL NOTES
1. REFER TO WINDOW SCHEDULE ON SHEET ADDS FOR WINDOW SIZES, UNLESS NOTED OTHERWISE. ALL WINDOWS WILL BE REPLACED IN EXISTING WINDOW OPENINGS. VERIFY EXISTING OPENINGS IN THE FIELD BEFORE ORDERING NEW WINDOWS.
2.

PROJECT:
24042

216 RIVERSIDE
REMODEL
216 S. RIVERSIDE AVENUE SAINT CHARLES, IL 60174

BÂTIR
BÂTIR ARCHITECTURE, LTD.
1121 E. MAIN ST. SUITE 200 ST. CHARLES, IL 60174
WWW.BATIRARCH.COM

EXTERIOR ELEVATIONS

ISSUED:
08-30-24 ISSUED FOR REVIEW
11-13-24 ISSUE FOR REVIEW
12-21-24 ISSUE FOR PERMIT
04-15-25 REV. EXTERIOR ELEV.

4 CONTRACT SET
BÂTIR ARCHITECTURE, LTD.

SCALE
1/4" = 1'-0"
UNLESS NOTED OTHERWISE

A301



ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY ST. CHARLES CENTRAL DISTRICT ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

ARCHITECTURAL INTEGRITY

	1	2	3
<input type="checkbox"/> Unaltered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Minor Alteration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Major Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

ARCHITECTURAL SIGNIFICANCE

- ☐ Significant
☒ Contributing
☐ Non-Contributing

BUILDING CONDITION

- ☐ Excellent: Well-maintained
☒ Good: Minor maintenance needed
☐ Fair: Major repairs needed
☐ Poor: Deteriorated

ARCHITECTURAL DESCRIPTION

Style: Utilitarian

Date of Construction: 1900-1920

Source: A Field Guide to American Architecture

Features:

Former daily building of brick, one story with wood tower and brick chimney.



Address:

216-218 South 1st Avenue

Representation in Existing Surveys:

- ☐ Federal
☐ State
☐ County
☐ Local

Block No. 57

Building No. 1

SURVEY DATE:
MAY 1994

ROLL NO. 7

NEGATIVE NO. 3



ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY
ST. CHARLES CENTRAL DISTRICT
ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



ROLL NO. 7

NEGATIVE NO. 2

Address:

216-218 South 1st Avenue

Remarks:

South Elevation.

Block No. 57

Building No. 1



ROLL NO. 6

NEGATIVE NO. 36

Address:

216-218 South 1st Avenue

Remarks:

East Elevation.

Block No. 57

Building No. 1

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

Program Year: May 1, 2025 to April 30, 2026

THIS AGREEMENT, entered into this 19th day of May, 2025, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Curtis Hurst
Tax ID# or Social Security #	26-1257389

For the following property:

Address of Property:	216 Riverside Ave.
PIN Number:	09-34-130-006

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	\$ 32,000	50%	\$16,000
Building Improvements	\$ 40,000	50%	\$ 20,000
Architectural Services	\$12,000	100% (not to exceed \$4000)	\$4,000
TOTAL	\$84,000	-	\$ 20,000

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:

Architectural Drawings of Existing Structure. Dated December 27, 2024

Architectural Drawings of Improvements. Dated April, 15, 2025

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4e
	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 8 Indiana Street.	
	Presenter:	Emma Field, Planner	
Meeting: Planning & Development Committee Date: May 12, 2025			
Proposed Cost: \$5,386.50		Budgeted Amount: \$40,000 for FY	Not Budgeted: <input type="checkbox"/>
Executive Summary (if not budgeted, please explain): <p><u>Program Description</u></p> <p>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 Special Service Area 1B (Downtown Revitalization) or 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 \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period or \$30,000 for a Landmark property.</p> <p><u>Proposal</u></p> <p>Kelsey Shipton, on behalf of the Preservation Partners of the Fox Valley, has requested a Façade Improvement grant for the property located at 8 Indiana St., historically known as The Beith House. The Beith House is a Landmark property. The project scope includes stabilizing the limestone façade and replacement and reparation of windows and doors using African Mahogany wood.</p> <p><u>Historic Commission Review 5-7-25</u></p> <p>The Historic Commission reviewed the grant and unanimously recommended approval because the project is a repair and stabilization of deteriorated historic features.</p> <p><u>Grant Amount</u></p> <p>Total Cost of Project: \$10,773.</p> <p>The project is eligible to receive up to \$14,772, based on 50% reimbursement for preservation of the integrity of the building and with past grant funding. This building received a grant in 2023 for \$15,228 and is now requesting a grant for \$5,386.50 which falls within the \$30,000 limit for 5 years.</p>			
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 Façade Improvement Grant Agreement for 8 Indiana St.			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 1-2025

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(8 Indiana Ave.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 8 Indiana St. 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 Façade 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 Façade Improvement Application for reimbursement because the scope of work shows repairing of façade, windows, and doors using historic material to maintain the integrity of the structure.

Roll Call Vote:

Ayes: Smunt, Kessler, Pretz, Malay, Rice

Nays: None.

Abstain: None.

Absent: None.

Motion Carried.

PASSED, this 12th day of May, 2025.

Chairman

FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
 - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1st and 3rd Wednesdays of each month at 7:00pm.
 - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

The earliest the grant agreement can be approved by the City Council is the third Monday of May. Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

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 facade 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.

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.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
 - Building Permit fees and related costs.
 - Extermination of insects, rodents, vermin and other pests.
 - Title reports and legal fees.
 - Acquisition of land or buildings.
 - Financing costs.
 - Sweat equity.
 - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**



8 Indiana Street

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: May 9, 2025 11:13 AM



0 41 81 Feet

Subject Property outlined in red.

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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:

8 Indiana Street

Property Identification Number:

09-34-129-005

Applicant Name:

Preservation Partners of the Fox Valley



Project Description:

Stabilize exterior masonry (all façades)
Basement window replacement (east façade)
Basement window repairs (3) (east & south façades)
Door threshold (east façade)

Total Cost Estimate:

\$ 10,773

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)

Applicant Contact Information:

Phone Number: 630-377-6424

Email Address: Shipton@PPFV.org

Statement of Understanding:

- ☒ I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- ☒ I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- ☒ I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- ☒ I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature:

Kelvin S. Shipton
Applicant

Date:

5/1/2025

Owner Authorization (if applicable):

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at _____, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature:

Owner

Date:

May 1, 2025



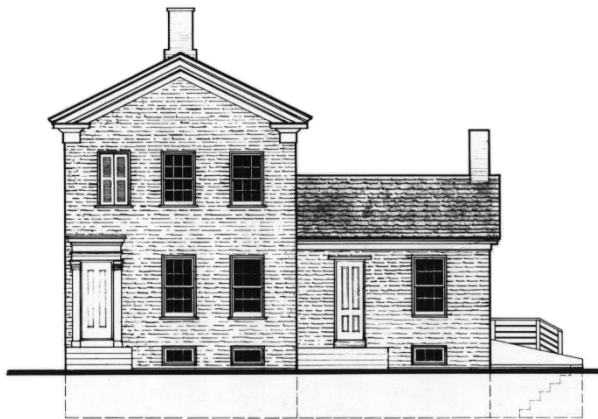
Historic Preservation Commission
City of St. Charles, Illinois
2 E. Main Street
St. Charles, IL 60174

Dear Historic Preservation Commission,

Thank you for the \$15,228 Façade Improvement Grant awarded to us in 2023 for soffit, fascia, and crown molding replacement, roof repairs, and gutter installation for the historic landmarked 1850 William Beith House at 8 Indiana Street in downtown St. Charles. In addition, a fundraising campaign in 2024 funded the reconstruction and replacement of all the house's wooden storm windows. Please see Appendix A for a few before and after photos. We are very happy to report that it is a lot cozier inside the Beith House!

As we noted in our previous grant application, Preservation Partners of the Fox Valley (PPFV) owns the Beith House and uses it as our office space, a meeting place for small groups interested in historic

preservation, and as a living-learning resource on historic preservation. In 2021, we began a multi-year rehabilitation project for the Beith House, beginning with a condition assessment funded by private donations and a Preservation Heritage Grant from Landmarks Illinois. The majority of the needed rehabilitation was found to be interior upgrades to electrical, security, and HVAC systems, as well as wear and tear repairs. Of course, the first phase of this rehabilitation project was to make necessary repairs to the exterior and create a secure building envelope.



*1850 William Beith House, East Façade.
Drawing by Mike Dixon, 1984.*

P.O. Box 903 • St. Charles, Illinois 60174 • (630) 377-6424 • ppfv.org

The mission of Preservation Partners of the Fox Valley is to offer heritage education and to promote the appreciation and preservation of the Fox Valley's rich architectural and historical resources.

The final expected exterior needs are stabilizing the exterior masonry, repairing or replacing the basement windows, and repairing or replacing the wood threshold of one of the doors. We are again applying for a St. Charles Façade Improvement Grant to assist us in this work.

PROJECT SCOPE

Masonry

Stabilizing the limestone exterior has proved to be much less work than anticipated, reminding us of Mr. Beith's obvious masonry skill. We are contracting with Marion Restoration, a U.S. Heritage Certified Contractor and arguably one of the best masonry restoration companies in Chicagoland.

Their detailed report and estimate (Appendix B) include work for masonry stabilization, foundation stabilization, and repair below the fascia boards. The work will comply with the Secretary of the Interior's **Preservation Brief #2**, "Repointing Mortar Joints in Historic Masonry Buildings," as revised. The total estimated cost is \$8,100.



East façade, two-story section.

Basement Windows

The Beith House's four basement fixed-sash three-pane windows need work. Years of the house without gutters have taken a toll on these windows. However, they are in fair condition and all but one can be repaired. African Mahogany, the same material approved by the HPC in 2023 for the crown molding of the Beith House, will be used for the repairs and for the window that needs to be replaced. The work will be done by Michael Miller of Miller's Millworks in Aurora, the same craftsman



East façade, two-story section, close-up of basement windows.

who built our storm windows and the crown molding. Please see the work estimate in Appendix B. PLEASE NOTE, in the Cost Breakdown, Michael made a mistake labeling the windows. All in the estimate are for the EAST windows. The lone south window was not included in this estimate and will only need painting for \$130. The total estimated cost for the windows is \$2,427.



East façade, one-story section.



East façade, one-story section, basement window close-up.



South façade.



South façade basement window close-up.

Door

Included in Miller's estimate is a new door threshold for the door on the one-story addition on the east façade that leads to the kitchen. As the close-up photo below of the threshold shows, the threshold is in poor condition. If it can be repaired, Miller will make the repairs, but he expects it to need to be replaced and will use African Mahogany. The masonry below the door will be repaired by Marion Restoration as part of the masonry repairs detailed in Appendix B.



East façade door for the one-story addition.



Close-up of east façade door for the one-story addition.

The one-story addition dates to sometime between 1850 and 1860. The door is not believed to be original but likely was salvaged from a home of a similar age to the Beith House's original construction.

The masonry repairs, basement window repairs and replacement, and the threshold repair or replacement will not alter the appearance of the house as it was originally constructed from 1850 to 1860, as is required in City of St. Charles Ordinance 17.32.080.G3d.

FAÇADE IMPROVEMENT GRANT

In furtherance of the City of St. Charles's Façade Improvement Grant's purpose to recognize "the positive impact that individual building improvements can have on the overall appearance, the quality and vitality of downtown St. Charles," Preservation Partners of the Fox Valley (PPFV) is applying for a grant of \$5,386.50 for the work noted above.

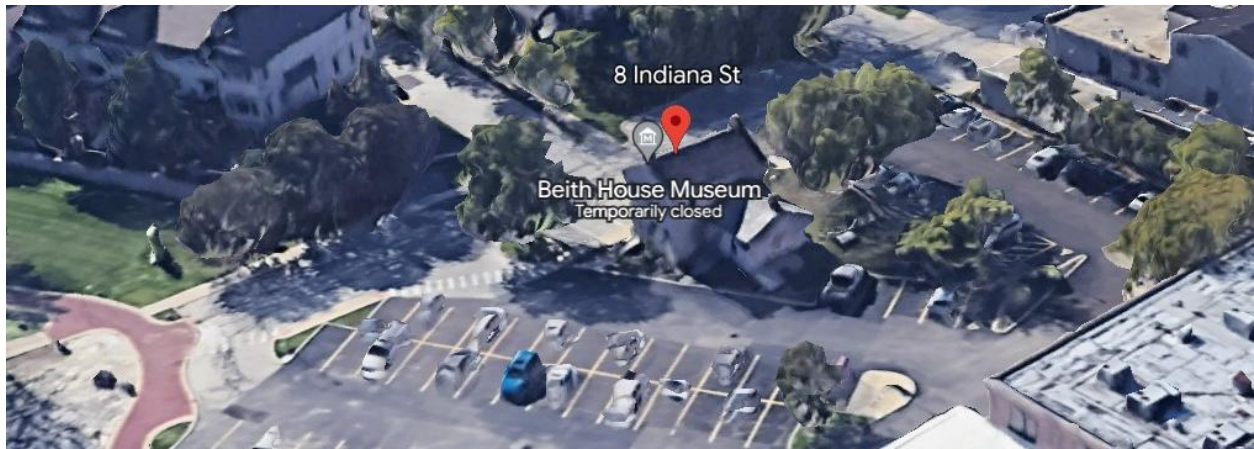
A \$15,228 Façade Improvement Grant was awarded to us for the Beith House in 2023. The grant application materials note that the maximum grant amount during any five-year period is \$30,000 for properties on the National Register of Historic Places or locally designated landmarks. The Beith House is both a national and local landmark. This \$5,386.50 grant would bring the total grants awarded to the Beith House to \$20,614.50 since 2023 and therefore within the allowable limit.

Significance

The Beith House is one of the very few surviving examples in Kane County of river stone houses from the 1840s-1850s which have not been covered in stucco or significantly altered. The historic home is in its original location in downtown St. Charles, and its Greek Revival architecture is very visible to walkers and bikers traveling along the Fox River recreational paths, those driving on Indiana Street east of the new Whole Foods Market, and to drivers crossing over the Fox River on Illinois Street. Unfortunately, many of the river stone structures in the Fox River Valley have been lost to the bulldozer. The Beith House has endured with generous support from the community and remains the oldest structure in St. Charles with direct access to the Fox River.

Façades

The Beith House is unique in that all four façades, as the pictures below indicate, are visible from either the street or the parking lot. While St. Charles's Façade Improvement Grants are typically for front or side façades, we are requesting funding for all four façades since the entire exterior is visible from public spaces, as seen in the Google Earth and street view images below.



West street view

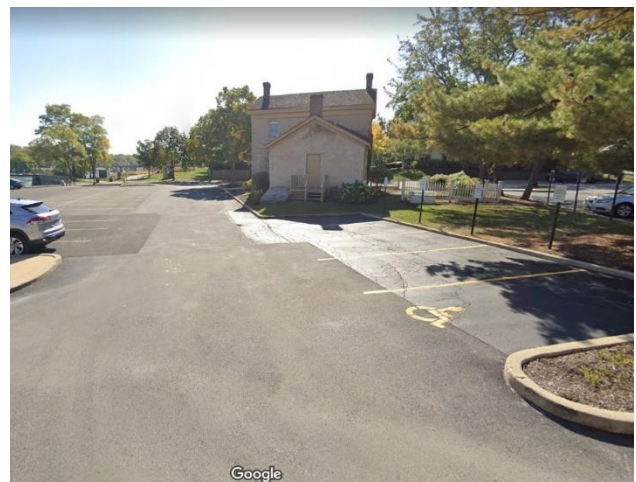


South street view

NOTE: Trees located at the fence behind the house (west elevation) were removed in 2024, further increasing the visibility of all four facades of the Beith House.



East street view



North street view

Costs

Masonry

- Masonry stabilization: \$4,800
- Foundation stabilization: \$2,200
- Facia board repair: \$1,100

Basement Windows

- Replacement window (east sash and jamb with HVAC vent panel: \$1,117)
- Window repairs (3): \$1,310

Door

- Threshold replacement: \$246

TOTAL: \$10,773

Funding

We are requesting 50% of the total project cost, amounting to \$5,386.50, from the St. Charles Façade Improvement Grant. Matching funds will come from designated donations of \$4,050 we received in 2024, as well as our general operating funds.

History

William Beith was born in Scotland in 1818 and learned stone masonry from his father. Beith came to St. Charles in 1843 and, with his father, built his first limestone home between 1843 and 1845 on 713 Prairie St. in St. Charles. That home still stands but has been significantly altered. In the spring of 1844, he took his first building contract to erect the Congregational Church of St Charles, a river stone structure which has since been covered by stucco. Beith then built the house at 8 Indiana Street in 1850.

Over the next 15 years, Beith was considered one of the most prominent contractors and builders in Kane County, erecting a papermill, factories, many buildings in Batavia, several churches, as well as the Jennings Seminary, a five-story stone building, and Dunning Block in Aurora. His operations extended to Chicago, where, with a partner, he was primarily interested in contracting.

In addition to building, Beith was largely involved in starting the manufacture of drain tile in Aurora, supplying tile for hundreds of miles for low and marshy land in Kane County, making it one of the foremost counties for rich farmland.

PPFV rescued the Beith House from demolition in 1981 (see photo below) and restored it to operate as a Preservation Study House. It included exhibits showing mid-19th century decorative arts, and the

techniques used to restore the interior features and exterior structures. In 1987, following an extensive proposal by landscape historian, Daryl Watson, PPFV completed a full design plan to emulate how the property surrounding the house may have been landscaped in the 1850s.

Today, the Beith House serves as offices for Preservation Partners of the Fox Valley, a nonprofit organization that operates four historic sites in Kane County: the Durant-Peterson House Museum, Sholes School Museum, the Fabyan Villa Museum, and the Fabyan Japanese Garden. Preservation Partners also educates the Tri-Cities about the value of our local historic structures. Besides PPFV's office space, the Beith House currently serves as a meeting place for small groups interested in historic preservation and interior restoration of historic homes.

The United States Department of the Interior listed the William Beith House on the National Register of Historic Places on December 7, 1983, and the house has been a designated local landmark since 1994.



1850 William Beith House, c. 1979

APPENDIX A: Exterior repairs completed in 2024



East Façade 2023.



East Façade 2025.



Second floor, southeast corner, 2022.



Second floor, southeast corner, 2025.



North elevation, 2nd floor roof and gutters 2025.



West elevation, gutters 2025.



Second floor storm window, east facade 2022.



Second floor storm window, east facade 2025.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

BEITH HOUSE MUSEUM

8 Indiana Street,
St. Charles, IL 60174

2024 STABILIZATION OF EXTERIOR MASONRY



8 November 2024



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

Kelsey Shipton

Executive Director

Preservation Partners of the Fox Valley

P.O. Box 903 St. Charles, IL 60174

Contact: 630.377.6424

Website: www.ppfv.org

RE: 2024 STABILIZATION OF EXTERIOR MASONRY

We appreciate the opportunity to assist in the stabilization of the historic Beith House Museum. The stabilization measures outlined in this report address immediate needs to protect the structure while preserving its historic integrity. Our team has organized the proposed scope of work into three prioritized items for clarity and focus on the most critical repairs:

Item No. 1: Masonry Stabilization

Item No. 2: Foundation Stabilization

Item No. 3: Repair bellow Facia Board

Given the 1850 construction date of Beith House, original masonry was likely constructed with lime-based mortar, typical of historic masonry structures. To ensure compatibility, mortar repair will adhere to ASTM standards, including ASTM E2260-03 for repointing and ASTM C1713 for historic masonry restoration. Our team will carefully match the composition, color, and aggregate of the existing mortar to ensure seamless integration with the original masonry, following established guidelines for historic structures.

All stabilization work will comply with the U.S. Department of the Interior's National Park Service standards. Masonry work will follow **Preservation Brief #2**, "Repointing Mortar Joints in Historic Masonry Buildings," revised 1998, to ensure accuracy in the repointing process. For more information on these standards, please visit www.nps.gov.

Assessment Overview

Inspection of the Beith House Museum exterior revealed masonry deterioration and foundation instability across multiple elevations. Key issues include open voids at windowsills, cracks in mortar joints, and foundation instability, each of which requires immediate stabilization to prevent further structural damage.

Recommended Future Investigation: A full assessment of the masonry condition is recommended to evaluate any underlying concerns that may impact long-term stability and preservation.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

Front Elevation (East)

1. **Windowsills** - Open voids observed, risking weatherproofing and structural integrity
2. **Facia Board** - Open voids present, posing potential water infiltration risks.
3. **Foundation** - Unstable areas identified, requiring immediate reinforcement and stabilization.
4. **Mortar Above Front Door** - Cracks noted, needing injection to restore cohesion.



Figure 1. Front view showing East elevation with structural areas identified for repair.



Figure 2. Close-up showing open voids in the windowsill on the East elevation.



Figure 3. Visible foundation instability in the East elevation's base structure.



Figure 1. Cracking mortar above the front door on the East elevation.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
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South Elevation

1. **Windowsills** - Open voids identified, allowing potential moisture ingress.
2. **Basement Window Area** - Foundation instability observed beneath the basement window, requiring stabilization.



Figure 5. Overview of the South elevation highlighting areas requiring repair.



Figure 6. Foundation issues under the South elevation's basement window.



Figure 7. Close-up showing open voids in the windowsill at the South elevation.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

East Elevation of Addition

1. **Mortar on Left Side of Front Door** - Cracking mortar detected, requiring injection to fill voids.
2. **Foundation** - Unstable conditions noted, requiring stabilization.

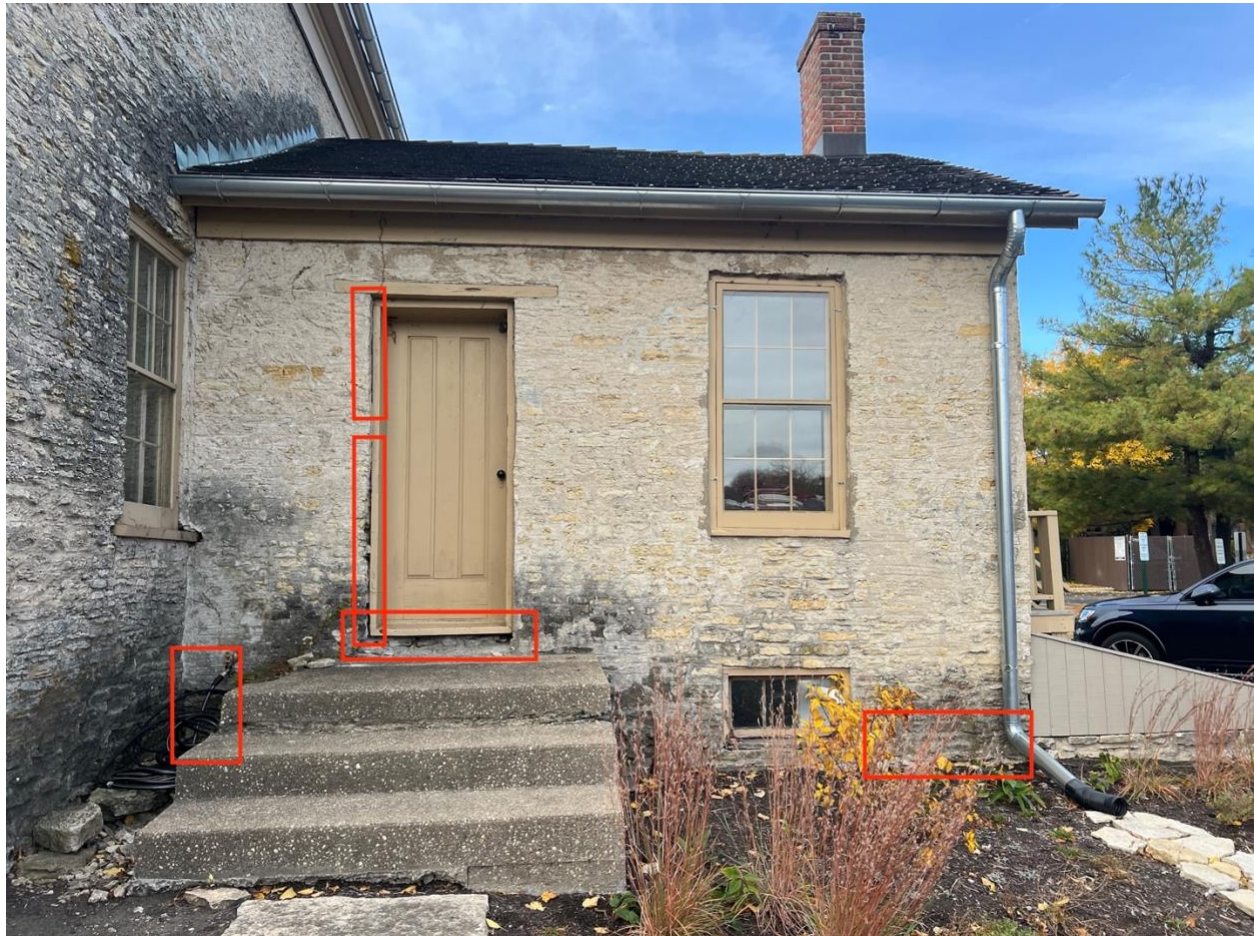


Figure 8. Overview of the addition's East elevation showing structural concerns.



Figure 9-11. Cracking mortar detected, voids under door sill and open joints at the foundation



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

North Elevation

1. **Windowsills** - Open voids identified, risking long-term masonry erosion and moisture issues.



Figure 12. North elevation showing areas with open voids.



Figure 13. Cracking mortar detected, requiring injection to fill voids – 1 floor



Figure 14. Cracking mortar detected, requiring injection to fill voids – 2 floor



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West Elevation of Addition

1. **Foundation** - Instability detected, posing structural integrity risks.
2. **Windowsills** - Open voids identified, needing sealing to prevent further erosion.
3. **Mortar Above Window** - Cracks requiring resetting of stone.

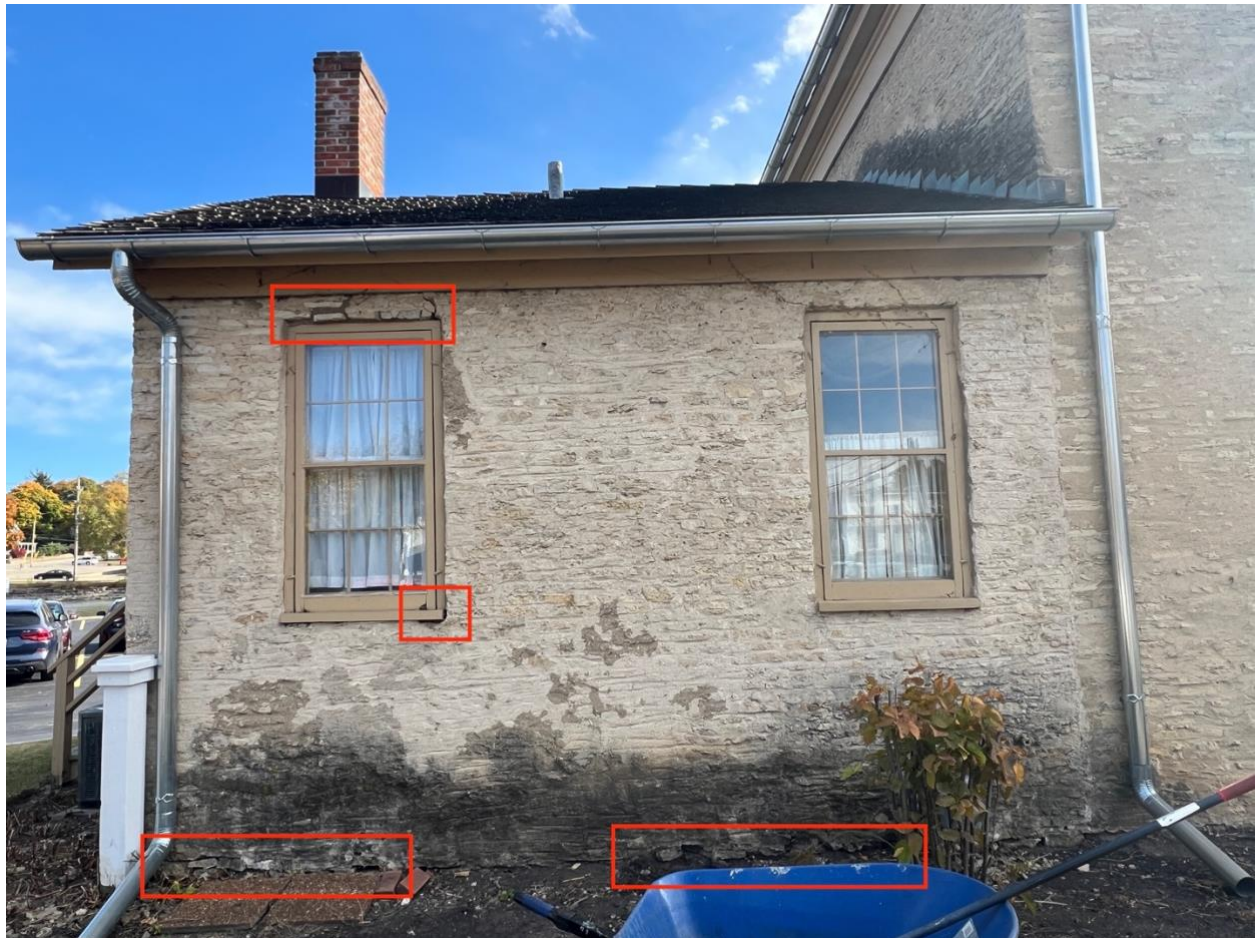


Figure 15. West elevation of the addition highlighting foundation and mortar issues.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

West Elevation of Main House

1. **Windowsills** - Open voids noted, which may lead to water infiltration and deterioration.
2. **Foundation** - Observed instability, indicating the need for immediate reinforcement.
3. **Mortar Cracking** - Visible cracks needing injection to prevent further degradation.



Figure 16. Main house's West elevation with visible issues in windowsills and foundation.



Figure 17. Close-up highlights cracked mortar joints.



Figure 18. Open voids in the windowsill masonry.



Figure 19. Visible signs of instability in the foundation.



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

Proposed Scope of Work

Item No.1: Masonry Stabilization

Includes filling open voids at windowsills and injecting mortar into cracked areas to prevent further deterioration of the masonry.

1. **Windowsills:** Clean and seal open voids across all elevations to restore continuity, prevent water ingress, and protect against further erosion.
2. **Mortar Injection:** Inject mortar into all identified cracking areas to stabilize the structure, including areas above the front door on the East elevation, above windows on the West addition, and along the West main house wall.
3. **Site Doors:** Seal open voids at the East addition's site doors to prevent further erosion and moisture infiltration.

Cost of Item No.1: \$4,800.00

Item No.2: Foundation Stabilization

Addresses identified unstable foundation areas across elevations, with mortar infill in critical sections to enhance immediate structural stability.

1. **Structural Reinforcement:** Stabilize all identified unstable foundation areas across elevations by filling gaps with mortar to provide immediate support. This includes foundation sections beneath the basement window on the South elevation, as well as areas along the East, West, and Front (East) elevations.
2. **Recommended Investigation:** Conduct a thorough site investigation in the near future to assess the foundation's overall condition and identify any underlying issues that may require comprehensive repair.
3. **Drainage Improvements:** Implement drainage measures as necessary to divert water away from the foundation, minimizing erosion and settlement risks.

Cost of Item No.1: \$2,200.00

Item No.3: Facia Board Repair

Involves sealing open voids in the facia board on the front (East) elevation to prevent moisture ingress and deterioration.

1. **Seal Open Voids:** Repair the identified voids in the facia board on the front (East) elevation. Clean and fill voids to prevent moisture intrusion and deterioration.

Cost of Item No.1: \$1,100.00



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

Total Estimated Price: \$8,100.00

INCLUSIONS:

1. Site Protection and Preparation: All work executed on site requires protection
 - a. Site protection involves protecting any surfaces, persons, vegetation, and/or items that may be harmed by the restoration process
 - b. Protect all exterior surfaces and landscaping prior to execution
2. Trucking, mileage, and travel time

EXCLUSIONS:

1. Additional items not expressly included above in writing
2. Additional trips and mileage due to work items broken up into phases over multiple projects or seasons

QUALITY ASSURANCE

1. All restoration work will be performed by skilled conservators experienced in the specific materials and techniques required for the project. Marion, Inc. brings over 40 years of experience in restoration projects, employing personnel trained in the procedures and best practices needed for effective and lasting restoration.
2. Utilize only skilled journeymen masons who are familiar and experienced with the materials and methods specified and are familiar with the design requirements for this masonry restoration project.

PROJECT/SITE CONDITIONS

1. Protect persons, motor vehicles, building site, and surrounding buildings from injury resulting from masonry restoration work
2. Perform all masonry repointing only when air temperatures are between 40 degrees Fahrenheit (10 deg. C) and 95 degrees Fahrenheit (32deg. C) and will remain so for at least 48 hours after completion of work

SCHEDULING

We will work with you to determine the best schedule for the proposed work.

Marion, Inc. agrees to furnish all labor, supervision, and materials; to carry Workman's Compensation, Public Liability and Property Damage Insurance; and to use every reasonable precaution to protect the public and any adjacent property during the performance of the following work. In addition, Marion will:

- Remove all debris, excess material, and equipment from the site at job completion
- Notify the Owner in advance of any extra work that may be required; Marion will submit a written change order for the cost of the extra work; Owner is to approve or decline any change order within 48 hours



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2024 Stabilization of Exterior Masonry
Beith House Museum
8 Indiana Street,
St. Charles, IL 60174

TERMS

Marion, Inc. requires a 30% deposit and signed proposal prior to our scheduling or proceeding with any project.

I hope that this proposed scope of work meets with your approval. Please call me directly with any clarifications or questions regarding the proposed work and subsequent scheduling at (773) 286-4100.

Sincerely,

Mario
Machnicki
President

I accept the above proposed scope-of -work and terms:

Client: _____

Date: _____

Title: _____

THESE PRICES MAY BE SUBJECT TO CHANGE AFTER THIRTY (30) DAYS.
Milena Kirby (Controller)





MILLER'S MILLWORK, INC

MICHAEL GEORGE MILLER
225 EAST GALENA BLVD.
AURORA , IL 60505-3415

shop & fax (630) 906-6360
cell (708) 502-1072
email millersmillworkinc@yahoo.com
website millersmillwork.net

PROPOSAL

Thursday, March 20, 2025

To: Preservation Partners of the Fox Valley
P.O. Box 903
St. Charles, IL 60174
attention: Kelsey Shipton

phone: 630-377-6424
email: info@ppfv.org
Kelsey mobile: 734-634-6577
Kelsey email: shipton@ppfv.org

For: William Beith House
8 Indiana Street
St. Charles, IL 60174

Job: Basement windows, East Elevation door

This proposal is for the manufacturing, painting and installation of components listed.
The following specifications apply:

Window sash

Wood species: African Mahogany
Glass: Clear double strength (1/8" thick)
Glass mounted in traditional glazing putty, typical glazing application
Standard sash profiles with daylight openings and mullions to match existing windows
Sash to be provided primed, with final paint color applied
Glass cleaning done after painting, upon final install.
Paint brand and color provided by *Kelsey*
Sash to be permanently installed
Existing South jambs to be scrapped and primed and painted
Disposal of all debris
East Elevation addition requires jamb replacement along with sash, allowing for HVAC vent

East Elevation addition door threshold replacement

Wood species: African Mahogany
Paint brand and color provided by *Kelsey*
Disposal of all debris
**Special note: Price contingent upon exploratory demo to determine extent of existing rot and replacement necessary for Jamb and framing*

Cost Breakdown

South elevation Left sash	\$460.00
South elevation Left existing jamb painting	\$130.00
South elevation Right sash	\$460.00
South elevation Right existing jamb painting	\$130.00
East elevation Sash with HVAC vent panel	\$490.00
East elevation new jamb	\$627.00
East elevation addition door threshold*	\$246.00

Project total	\$2,543.00
----------------------	-------------------

deposit requested	\$1,271.50
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Payment

A down payment of 50% of project total due to begin manufacturing .

Balance of project total, plus any extras due upon completion .

Price includes : All materials, Shop Labor, Painting and/or Finishing, Delivery and Installation unless noted.

Any extras, will be added to final invoice.

Terms: The Above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified. The customer by verbal or written agreement agrees to payments by terms and conditions stated. Any and all legal fees will be customer responsibility if full payment is not received within 30 days of invoice and legal recourse is required.
--

Respectfully:

Michael George Miller

Authorized Signature

Michael George Miller

Date: / /2025

Signature _____



ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY ST. CHARLES CENTRAL DISTRICT ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

ARCHITECTURAL INTEGRITY

	1	2	3
<input checked="" type="checkbox"/> Unaltered	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Minor Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Major Alteration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive to original	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1: first floor; 2: upper floors; 3: roof/cornice

ARCHITECTURAL SIGNIFICANCE

☒ Significant

☐ Contributing

☐ Non-Contributing

BUILDING CONDITION

☒ Excellent: Well-maintained

☐ Good: Minor maintenance needed

☐ Fair: Major repairs needed

☐ Poor: Deteriorated

ARCHITECTURAL DESCRIPTION

Style: Greek Revival

Date of Construction: 1850

Source: NRHP Nomination Form

Features: Beith House

Rough stone building by prolific mason Wm. Beith. Gabled roof with classical entablature. Lower one story addition to the north of two story original house. Elaborate door surround added in 1984.



Address:

8 W. Indiana Street

Representation in Existing Surveys:

☒ Federal

☒ State

☐ County

☒ Local

Block No. 21

Building No. 4

SURVEY DATE:
MAY 1994

ROLL NO. 3

NEGATIVE NO. 12



ST. CHARLES HISTORIC PRESERVATION COMMISSION

ARCHITECTURAL SURVEY
ST. CHARLES CENTRAL DISTRICT
ST. CHARLES, ILLINOIS

DIXON ASSOCIATES / ARCHITECTS

CONTINUATION SHEET NO: 1



ROLL NO. 3

NEGATIVE NO. 11

Address:

8 W. Indiana Street

Remarks:

South Elevation

Block No. 21

Building No. 4

Address:

8 W. Indiana Street

Remarks:

ROLL NO.

NEGATIVE NO.

Block No. 21

Building No. 4

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

Program Year: May 1, 2025 to April 30, 2026

THIS AGREEMENT, entered into this 19th day of May, 2025, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name:	Preservation Partners of the Fox Valley
Tax ID# or Social Security #	23-7421954

For the following property:

Address of Property:	8 Indiana Street
PIN Number:	09-34-129-005

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	\$ 10,773	50%	\$5,386.50
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$10,773	-	\$ 5,386.50

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:

Letter with scope of work from Preservation Partners of the Fox Valley

Estimate from Marion Restoration. Dated 2024

Estimate from Miller’s Millwork, Inc. Dated March 20, 2025