

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. BRYAN WIRBALL – CHAIR
MONDAY, JANUARY 12, 2026 - 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. Presentation of Downtown Occupancy Report
- b. Recommendation to Approve a Resolution Authorizing the Execution of Tax Increment Financing Redevelopment Agreement with Baker Memorial United Methodist Church and Geneva Heights, LLC
- c. Presentation of a Concept Plan for Cedarhurst of St. Charles.
- d. Recommendation to approve a Right of Way License Agreement with STC 1117, LLC for an Entrance Stairwell located in Public Sidewalk along Walnut Ave. (11-17 S. 2nd Ave.)
- e. Plan Commission and Historic Preservation Commission recommendations to approve a General Amendment to the Zoning Ordinance requiring a Certificate of Appropriateness for painting, staining, or modifying masonry surfaces in Historic Districts and on Landmarked buildings
- *f. Historic Preservation Commission recommendation to approve Historic Landmark Designation for 115 Cedar Avenue, “John Gartner’s East Side Bakery”
- *g. Recommendation to approve corrections to Title 15 “Buildings and Construction”

5. PUBLIC WORKS DEPARTMENT

- a. Presentation regarding Leaf Collection – Discussion Only

6. PUBLIC COMMENT

7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

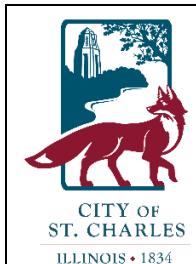
8. EXECUTIVE SESSION

- 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)

9. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (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).

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item number:** 4a**Title:** **Presentation on Industrial Occupancy Study - December 2025****Presenter:** **Derek Conley, Economic Development Director****Meeting:** Planning & Development Committee**Date:** January 12, 2026**Proposed Cost:** N/A**Budgeted Amount:** N/A**Not Budgeted:** **Executive Summary** (if not budgeted, please explain):

For the second consecutive year, City staff partnered with the St. Charles Business Alliance to conduct a downtown occupancy study. The purpose of the study was to evaluate storefront occupancy, identify vacant and partially occupied properties, and track overall business diversity within the downtown.

The study found that as of December 2025, downtown storefronts maintained a strong occupancy rate of 95%, compared to 95.7% in 2024. Planning standards generally consider an occupancy range of 85% to 95% to be healthy for suburban commercial corridors, reflecting a vibrant business environment while still allowing for normal turnover and reinvestment. It is also important to note that the study accounts for properties that are confirmed to become vacant or occupied in the near future.

The report includes an interactive map identifying occupied, vacant, and partially occupied storefronts, which can be viewed online [here](#). It also provides brief summaries of vacant properties and that currently undergoing redevelopment. In addition, the study analyzes the downtown business mix by industry category including entertainment, event space, office/flex, restaurant/bar, retail, service, and vacant. The study further breaks businesses into 18 distinct business types.

The report is available on the City's Economic Development webpage.

Attachments (please list):

Downtown Occupancy Report

Recommendation/Suggested Action (briefly explain):

No action required – Presentation Only

Downtown Storefront Occupancy Report
City of St. Charles & Business Alliance - December 2025

The Downtown Occupancy Report was compiled by the City of St. Charles Economic Development staff and the St. Charles Business Alliance and presents data collected in December 2025. The goal of this report is to provide City Council and City staff with data to assist in making informed policy decisions and managing city operations.

I. OBJECTIVES, DEFINITIONS, SCOPE, AND PROCESS

A. Key objectives of the Report

- **Assessing the Downtown Storefront Occupancy Rate:** Establish the occupancy rate for the downtown commercial area to compare business activity with similar cities.
- **Identifying Vacant Properties:** Locate vacant properties available for occupancy or redevelopment, particularly those not publicly listed for sale or lease but still potentially available.
- **Tracking Business Diversity:** To gather a better understanding of the diversity of businesses within the downtown area.

B. Occupancy Definitions

- **Vacant Property:** A commercially zoned building that is currently unoccupied, not in use, or does not have an active lease with a business or tenant. A vacant property is also identified as available for sale or lease by the property ownership.
- **Occupied Property:** A commercial zoned building that is currently in use with tenants or a business. An occupied property is also a space that is used in some capacity making it unavailable for a traditional business. For example, a space that is being utilized for storage for a business.
- **Partially Vacant Property:** A commercially zoned building that can hold multiple tenants and currently has a unit or units unoccupied.
 - ❖ It is also important to note that the study accounts for properties that are confirmed to become vacant or occupied in the near future.

C. Use Types Definitions

- **Entertainment Use:** An entertainment-based business provides experiences or activities designed to amuse, engage, or captivate audiences, such as live theaters, museums, or other for-profit recreational activity establishments.

- **Event Space:** A business that offers space, venues and facilities for hosting various gatherings and functions such as weddings, conferences, or parties.
- **Office/Flex:** An office-based business operates primarily from a dedicated office space where administrative, managerial, or professional activities are conducted such as banks, law offices, and real estate. Office business may or may not serve their clients onsite.
- **Restaurant/Bar:** A business that provides food and drink services to customers, offering a dining experience with a focus on meals and beverages for on-site or off-site consumption.
- **Retail:** A retail business sells goods or products directly to consumers through physical stores or online platforms.
- **Service:** A service business offers specialized expertise or labor to meet the needs of clients, rather than selling physical products. For the purpose of this report, a service business serves their clients on the premises rather than remotely.

D. Scope of the Analysis and Downtown Area

Below is the description and criteria for the scope of this analysis, referred to as the Downtown Area in this report.

- The area of the analysis is primarily based on Downtown SSA 1A and 1B, however, certain properties were included or omitted based on proximity to downtown, current use, past uses, and commercial viability.
- This report is limited to commercial space and does not include residential buildings, governmental offices, parking lots or parking structures.
- The data collected is only for first floor commercial space and does not include upper floor occupancy.
- The square footage data does not include outdoor dining space.

E. Data Collection Process

Building square footage was calculated was primarily obtained from the City of St. Charles GIS department and records. In certain circumstances, where records were not available or buildings where subdivided and square foot was unknown, Costar was utilized. Occupancy was primarily confirmed via visual inspection, however, google maps and online resources were utilized to confirm uses.

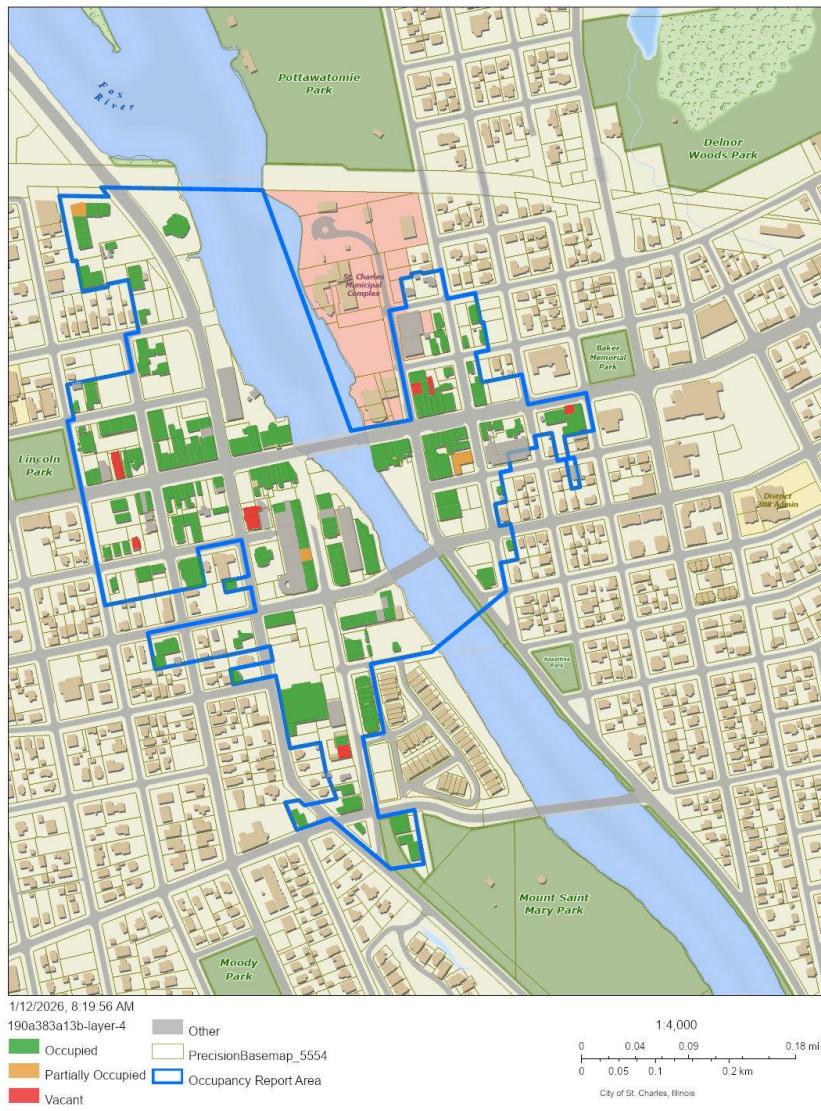
II. RESULTS

A. Overall Occupancy

In total, the downtown area has approximately 544,391 square feet of storefront commercial space. 516,279 square feet or 95% is occupied and 28,112 square feet or 5% is vacant. The vacancy rate last year was 4.3% so this year's rate represents a 0.7% increase. Planning standards indicate a good commercial corridor occupancy rate for suburban cities is generally considered to be between 85% and 95%. This range reflects a balance where the retail environment is vibrant and attractive while still

allowing for some business turnover and redevelopment. Map A shows the occupied, vacant and partially vacant property. This map is publicly available [here](#).

Map A: Downtown St. Charles



B. Vacant Property Narrative

There are 9 vacant first floor storefronts or buildings in the downtown, totaling 28,112 square feet. Below is a list of all the vacant storefront properties in the downtown, including a brief description of the property, current condition, relevant history, and any known plans or interest.

- 11 S. Second Avenue – 5,700 SF:** This location is the former Bespoke Dental Offices and adjacent office building. Currently, it is in redevelopment by Frontier Development. This building is

currently under construction and occupancy is expected in 2026.

2. **409 S. 1st Street – 2,385 SF:** This building was formerly occupied by BMO Harris. Talking with the managing broker, the property has had some interest from groups like salons and offices, but those groups have met challenges with the cost of a buildout, the space layout, and a lack of visibility and other retail towards that end of First Street.
3. **115 Cedar Avenue – 1,668 SF:** This is the white building located behind the Confectionary/Warehouse, El Puente, and The Lewis. This is a small office building previously utilized by an attorney that is now trying to sell the property. It is tucked away and doesn't have any visibility. The building is in fair condition, however, needs reinvestment to be put back into use. The property does come with a driveway and a few parking spaces. It is not currently listed online for sale and does not have a broker, but the ownership has informed the City that he is looking for a buyer.
4. **311 E. Main Street – 1,729 SF:** This building is vacant next to the Illinois Cleaners and Dryer's building. There are no current plans for this building as it is used for storage.
5. **312 W. Main Street – 4,686 SF:** This is the location of the former Shakou restaurant. Currently, the building is for sale and listed by Brian Properties, Inc.
6. **311 N. 2nd Street – 2,496 SF:** This is an office space available in the First Floor of the Charleston Center. Talking with the managing broker, the space has been available for a long time. They have come close on a deal a few times, but the primary challenge is the size and layout of the space.
7. **12-14 N. Riverside Avenue – 1,080 SF:** This is the former location of Vinyl Tech. Currently, the building is for sale and is available through CBRE. The space has been listed since July and primarily advertised as a retail/office building. There has been interest in the building, and it is still on the market.
8. **24 S. 2nd Street – 6,627 SF:** This is the former CIBC location. The building is for sale and is listed through CBRE. The building is going into contract, though it wasn't specified to which company for privacy reasons. CIBC will vacate in January. The property was initially listed in October and had a good amount of interest when it was on the market.
9. **308 N. Walnut Street – 1,741 SF:** This is the former location of Lighthouse Recovery offices. The building is for sale and listed on Costar through Coldwell Banker. The building is available for office use.

Other Notable Properties

- **314 W. Main Street** – This property was the former location of Antique Market III. The building has been converted into apartments/living space. The decision was to take the space off the reports since it is now residential space.

- **215 W. Main Street: 2,572 SF** – The former Rehm's Electric was included as an occupied property as they are currently under lease for a Mexican restaurant called Gallo Santo.
- **216 S. Riverside Avenue – 5,543 SF**: This location is the former St. Charles Chamber of Commerce building. It has been vacant since the Chamber of Commerce relocated to the east side of St. Charles a few years ago. This building is currently under construction with a tenant lined up to take the space. Occupancy is expected in early 2026.

C. Diversity of Uses Analysis

The downtown commercial corridor is primarily zoned CBD-1 and CBD-2, permitting a wide variety of uses. While calculating the occupancy of the corridor, the City and Business Alliance also documented the tenants of each storefront and classified them by industry and specific business type. The data is presented in two formats: as a percentage of square footage and as the number of businesses. To address outliers effectively, it is crucial to consider both formats. For instance, Whole Foods represents roughly one-third of the downtown retail space. To accurately understand the downtown retail landscape, it's important to also take into account the total number of retail businesses.

Breakdown of Business by Industry: The businesses or tenant were all categorized into the following general industries Entertainment Use, Event Space, Office/Flex, Restaurant/Bar, Retail, and Service. In total, there are 164 tenants actively operating in a first-level storefront in Downtown Area and 9 vacancies. The industry was based on the primarily operation of the businesses, and not ancillary activities. For example, a dance studio is classified as an entertainment use, even if the dance studio rents out the space occasionally for events it is not concerned an event because it is not the primary use. The table below breakdowns down the number of businesses active in each industry category and followed by the data shown graphically.

TABLE 1:

Industry	Square Footage	% of Total Square Footage	Total # of Businesses
Entertainment	32,357	6%	7
Event Space	23,572	4%	5
Office/Flex	96,167	18%	31
Restaurant/Bar	176,380	32%	54
Retail	93,252	17%	32
Service	94,552	17%	35
Vacant	28,112	5%	9
Total	544,391	100%	173

Chart 1: Breakdown of Industry by Square Footage

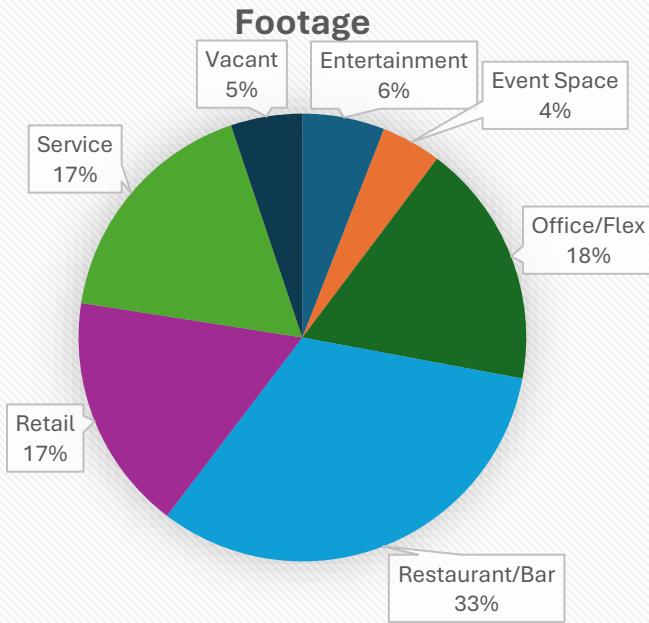
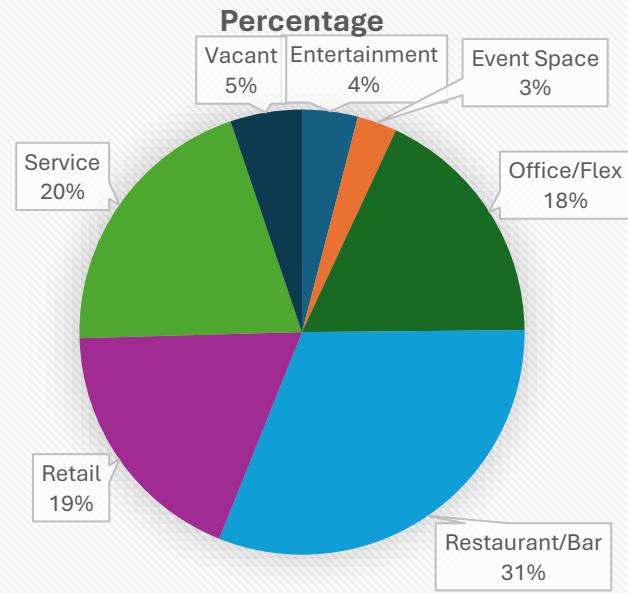


Chart 2: Breakdown of Industry by Number of Businesses



- **Breakdown of Business Type:** The businesses or tenants were all categorized into 13 different categories that are more specific to than the industry breakdown. The Table below shows the different business types broken down by Square Footage and Total Number of Stores.

Table 2:

Business Type	Square Footage	% of Total Square Footage	Total # of Businesses
Auto	13,735	3%	4
Bank/Financial	18,377	3%	6
Beauty	21,205	4%	14
Brewery	9,778	2%	2
Dance	6,595	1%	3
Dental	4,924	1%	2
Dessert	6,463	1%	4
Dry Cleaning	11,737	2%	2
Entertainment	25,762	5%	4
Event Space	23,572	4%	5
Fitness	8,513	2%	4
Law	10,158	2%	4
Office/Flex	61,552	11%	19
Partially Vacant	8,196	2%	2
Real Estate	6,080	1%	2
Restaurant/Bar	160,139	29%	48
Retail	93,252	17%	32
Service	34,438	6%	9
Vacant	19,916	4%	9
Total	544,391	100%	173

Chart 3: Breakdown of Business Type by Square Footage

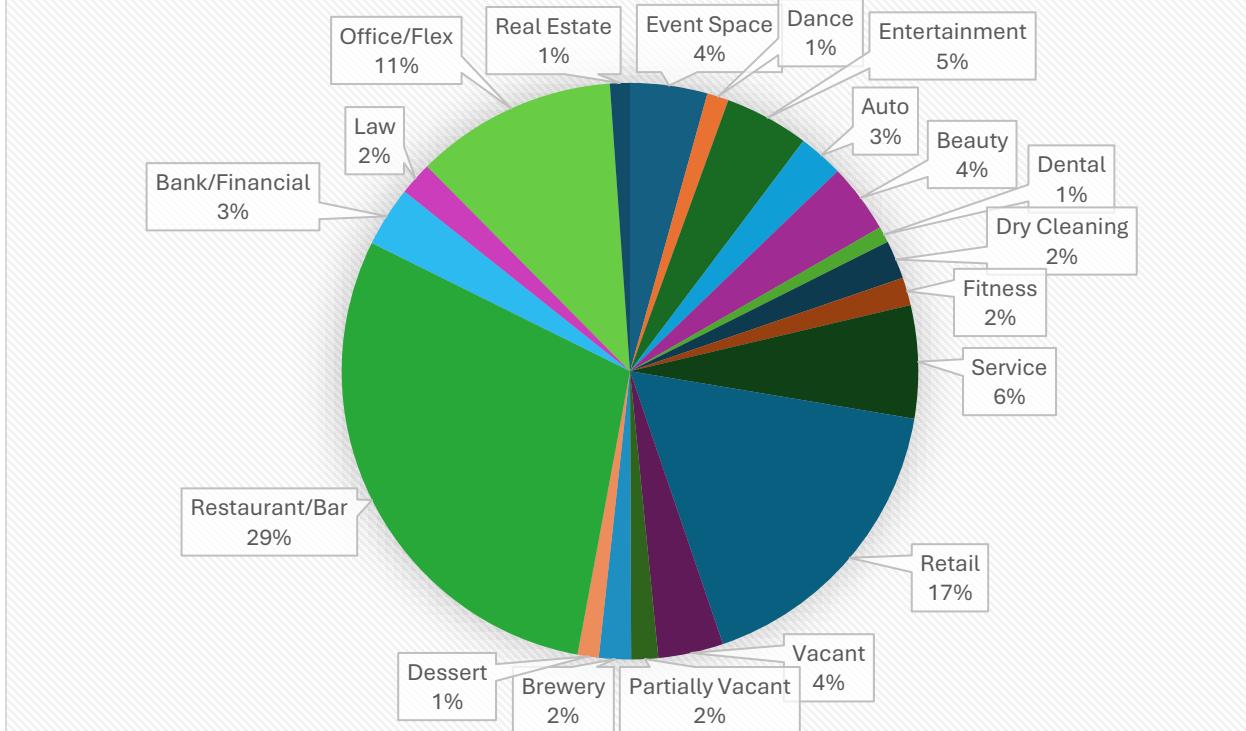
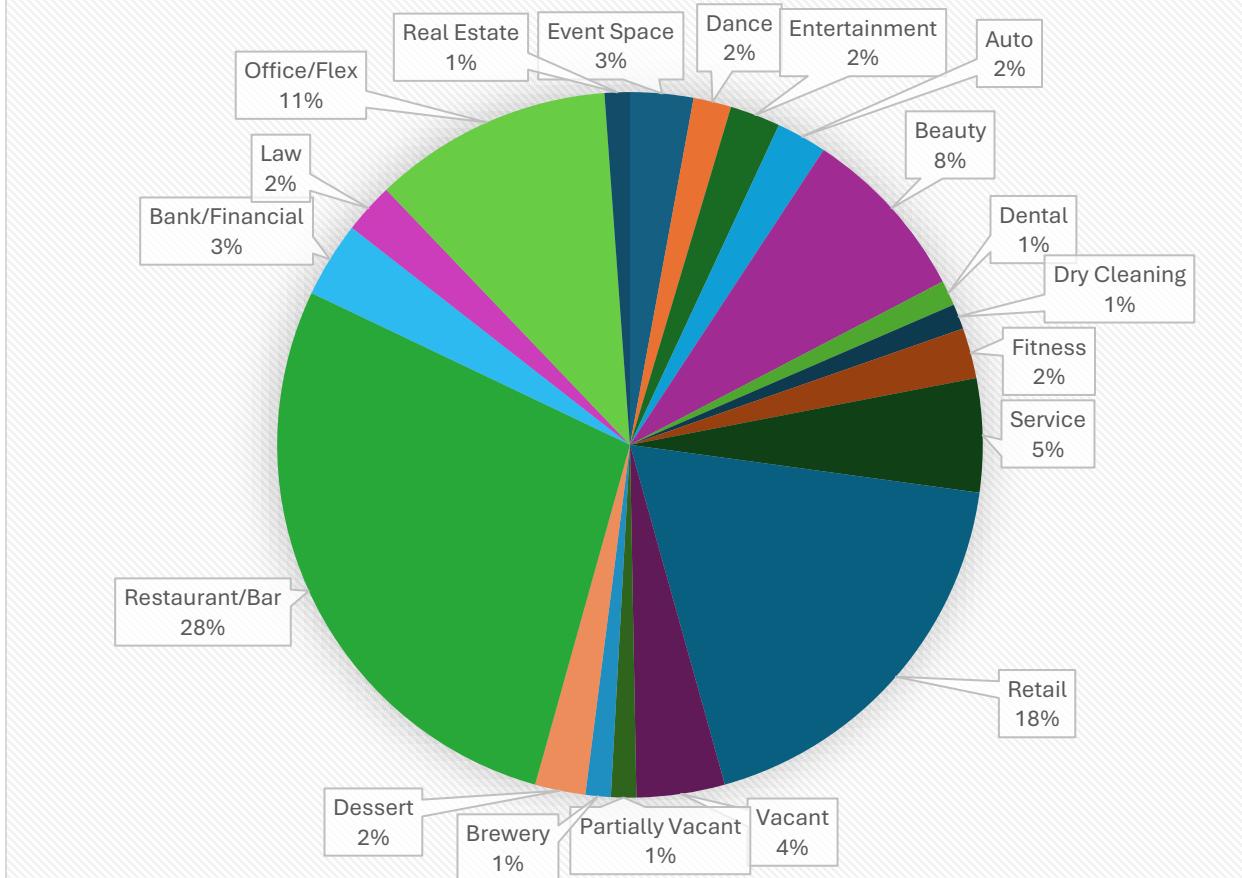


Chart 4: Breakdown of Business Type by Number of Businesses Percentage



- **Restaurant/Bar:** The Restaurant/Bar category is the largest industry in downtown area totaling 176,380 square feet which is approximately 32% of the total available downtown space. The downtown comprises of 54 Restaurant/Bar establishments. Of these, 7 are exclusively bars without on-site kitchens, including Bogart's, Pollyanna Brewing Co., R House, Rudy's Bar, The Beach Hut, The House Pub, and The Lewis, collectively occupying 15,843 square feet. It should be noted that a food element is included in all the bar businesses by means of pre-prepared food or food trucks. This category also encompasses dessert shops.

Table 3.

Type	Square Footage	% of Total Square Footage	Total Number
Bars (exclusively)	15,843	10%	7
Restaurant	160,547	90%	47
Total	176,380		54

III. CONCLUSION

The Downtown Occupancy Report, developed by the City of St. Charles Economic Development staff and the St. Charles Business Alliance, provides a detailed analysis of the downtown commercial area's occupancy as of December 2025. This report aims to equip the City Council and staff with essential data for making informed policy decisions and managing city operations effectively. Key objectives of the report include assessing the storefront occupancy rate to compare business activity with similar cities, identifying vacant properties—particularly those not publicly listed but potentially available for occupancy or redevelopment—and tracking the diversity of businesses within the downtown area.

The report defines "vacant property" as commercially zoned buildings that are unoccupied, not in use, or without an active lease, while "occupied property" refers to buildings currently in use. "Partially vacant property" denotes multi-tenant buildings with one or more unoccupied units. The analysis covers properties within Downtown SSA 1A and 1B, focusing on first-floor commercial spaces and excluding residential buildings, government offices, and outdoor dining areas.

The downtown area encompasses approximately 544,391 square feet of storefront commercial space, with 95% (516,279 square feet) currently occupied and 5% (28,112 square feet) remaining vacant. This occupancy rate is aligned with the ideal range of 85% to 95% for vibrant suburban commercial corridors. The report identifies 9 vacant first-floor storefronts totaling 28,112 square feet. There are 164 active tenants in the downtown area. Overall, the mix of the businesses in the downtown is ideal, with four of the six industry categories accounting for at least 17% in both square footage and number of businesses. The Restaurant/Bar category being the largest in terms of both square footage (32%) and number of businesses (28%). Of these, approximately 10% (or seven establishments) are exclusively bars that operate without a kitchen.

Appendix A.

Address	Business Name	Approx. Sq. Ft.	Business Type	Industry Type
101 S 3rd Street	3rd Street Dance & Theatre Academy	2,080	Dance	Entertainment
201 S. 3rd Street	The Dance Lab	2,500	Dance	Entertainment
1 Illinois Street #120	Lux Dance Studio	2,015	Dance	Entertainment
105 E. Main Street	Arcada	12,120	Entertainment	Entertainment
131 S. 1st Street	Fox Den Cooking Classes	5,418	Entertainment	Entertainment
7 S. 2nd Avenue	Moonlight Theatre	5,000	Entertainment	Entertainment
215 E. Main Street	St. Charles History Museum	3,224	Entertainment	Entertainment
Total		32,357		
316 Cedar Street	Cedar Fox Weddings & Events	5,745	Event Space	Event Space
1 Illinois Street	Eden Events	4,410	Event Space	Event Space
104 S. 2 nd Avenue	The Fox Den	932	Event Space	Event Space
305 N 2nd Street	Former Lacava Center	1,600	Event Space	Event Space

100 W. Main Street	Hotel Baker Meeting/Wedding Venue	10,885	Event Space	Event Space
Total	23,572			
200 W. Main Street	Clear Perspective Advisors	2,086	Bank/Financial	Office/Flex
202 E. Main Street	Edward Jones	594	Bank/Financial	Office/Flex
380 S. 1st Street	EverNest Financial Advisors	1,381	Bank/Financial	Office/Flex
460 S. 1st Street	First Mid Bank & Trust	8,082	Bank/Financial	Office/Flex
10 Illinois Street #120	On Path Financial	2,992	Bank/Financial	Office/Flex
10 Illinois Street	Sterling Bank	3,242	Bank/Financial	Office/Flex
215 Illinois Street	James F Cooke Ltd	1,274	Law	Office/Flex
24 S 4th Street	Radovich Law Office	1,759	Law	Office/Flex
310 S. 1st Street	The Law Office of Kelley V. Flinn	2,639	Law	Office/Flex
200 W. Main Street	VLK Law Firm & Meyers & Flowers	4,486	Law	Office/Flex
11 N 2nd Avenue	American Health Resources	1,305	Office/Flex	Office/Flex
360 S. 1st Street	Avondale Custom Homes	2,228	Office/Flex	Office/Flex
116 E. Main Street	Cross Country Mortgage	4,348	Office/Flex	Office/Flex
108 S. 2nd Street	Doc Morgan Inc.	5,262	Office/Flex	Office/Flex
216 Riverside Ave	Former Chamber Building	5,543	Office/Flex	Office/Flex
11 E. Main Street	Fox.Build	4,067	Office/Flex	Office/Flex
309 N. 2nd Street	Fuseneo	7,568	Office/Flex	Office/Flex
14 N. Riverside Avenue	Hines & Associates	1,132	Office/Flex	Office/Flex
203 State Avenue	InterTrav Corporation	3,342	Office/Flex	Office/Flex
8 N. 2nd Avenue	Life Church	3,932	Office/Flex	Office/Flex
311 N. Second Street Suite 106	State Farm Insurance Agency	2,400	Office/Flex	Office/Flex
121 N 2nd Street	St. Charles Arts Council & Life with Dignity	1,319	Office/Flex	Office/Flex
303 N. 2nd Street Suite C	T.G. Foods	1,260	Office/Flex	Office/Flex
318 N Walnut Street	Tri City Health Partnership	1,444	Office/Flex	Office/Flex
314 N Walnut Street	Tri City Health Partnership	1,479	Office/Flex	Office/Flex
309 Walnut Street	Various Businesses	4,066	Office/Flex	Office/Flex
303 E. Main Street	Various Offices	7,908	Office/Flex	Office/Flex
311 N. 2nd Street Suite 109	Veterans Center	1,664	Office/Flex	Office/Flex
203 Illinois Ave	Wilson Travel & Cruise	1,285	Office/Flex	Office/Flex
111 W. Main Street	At Properties	2,677	Real Estate	Office/Flex
423 S. 2nd Street	Corcoran Commercial Real Estate	3,403	Real Estate	Office/Flex
Total	96,167			

12 S. 1st Street	Alter Brewing + Kitchen	4,369	Brewery	Restaurant/Bar
106 S. Riverside Avenue	Pollyanna Brewing Co.	5,409	Brewery	Restaurant/Bar
117 W. Main Street	Forever Yogurt	1,434	Dessert	Restaurant/Bar
132 S. 1st Street	Kilwins Chocolates	1,742	Dessert	Restaurant/Bar
1 Illinois Street	Kimmers Ice Cream	2,015	Dessert	Restaurant/Bar
117 W. Main Street, Suite 120	Smallcakes - A Cupcakery	1,272	Dessert	Restaurant/Bar
11 N. 3rd Street Suite B	3rd Street Tavern	3,000	Restaurant/Bar	Restaurant/Bar
212 W. Main Street	Alley 64	5,474	Restaurant/Bar	Restaurant/Bar
60 Indiana Street	Arcedium Coffeehouse	3,180	Restaurant/Bar	Restaurant/Bar
219 W. Main Street	Bogart's	2,562	Restaurant/Bar	Restaurant/Bar
311 N. 2nd Street Unit 104	Brown Butter Baked Goods & Café	1,878	Restaurant/Bar	Restaurant/Bar
172 S. 1st Street	Brunch Cafe	1,500	Restaurant/Bar	Restaurant/Bar
101 S. 1st Street	Coroco Coffee	3,432	Restaurant/Bar	Restaurant/Bar
7 E. Main Street	Duke's Northwoods	4,303	Restaurant/Bar	Restaurant/Bar
311 N. 2nd Street, Suite 103	E&S Fish Co.	4,141	Restaurant/Bar	Restaurant/Bar
112 E Main Street	El Puente	4,779	Restaurant/Bar	Restaurant/Bar
300 W. Main Street	Filling Station Pub & Grill	4,765	Restaurant/Bar	Restaurant/Bar
100 S. Riverside Avenue	Flagship on the Fox	6,724	Restaurant/Bar	Restaurant/Bar
104 E. Main Street	Fox Social	2,565	Restaurant/Bar	Restaurant/Bar
215 W. Main Street	Gallo Santo	2,572	Restaurant/Bar	Restaurant/Bar
31 S. 1st Street	Gia Mia	2,270	Restaurant/Bar	Restaurant/Bar
602 Geneva Rd	Jalapeno Grille	1,425	Restaurant/Bar	Restaurant/Bar
311 N. Second Street, Suite 105B	Jalisco Tacos	1,050	Restaurant/Bar	Restaurant/Bar
51 S. 1st Street	La Mesa Modern Mexican	4,305	Restaurant/Bar	Restaurant/Bar
5 S. 1st Street	La Za Za Trattoria	5,226	Restaurant/Bar	Restaurant/Bar
320 W. Main Street	Mad Batter Bakery	1,200	Restaurant/Bar	Restaurant/Bar
1 Illinois Street	Maple Leaf Coffeehouse	5,106	Restaurant/Bar	Restaurant/Bar
109 W. Main Street	McNally's Traditional Irish Pub	4,142	Restaurant/Bar	Restaurant/Bar
200 S. 2nd Street	Mio Modo	6,761	Restaurant/Bar	Restaurant/Bar
181 S. 1st Street	Moto iMoto	3,342	Restaurant/Bar	Restaurant/Bar
18 N. 4th Street	Nuova Italia	5,494	Restaurant/Bar	Restaurant/Bar
210 Cedar Street	Osteria Trulli	2,808	Restaurant/Bar	Restaurant/Bar
305 W. Main Street	Pho Ly	1,950	Restaurant/Bar	Restaurant/Bar

214 W. Main Street	R House	3,718	Restaurant/Bar	Restaurant/Bar
12 N. 3rd Street	Rec Haus	9,045	Restaurant/Bar	Restaurant/Bar
102 E. Main Street	Riverside Pizza & Pub	2,300	Restaurant/Bar	Restaurant/Bar
105 E. Main Street	Rock N Ravioli	3,454	Restaurant/Bar	Restaurant/Bar
105 E. Main Street	Rock N' Za	1,264	Restaurant/Bar	Restaurant/Bar
100 W. Main Street	Rox City Grill	3,000	Restaurant/Bar	Restaurant/Bar
208 W. Main Street	Rud Dogs	1,811	Restaurant/Bar	Restaurant/Bar
210 W. Main Street	Rudy's Bar	1,091	Restaurant/Bar	Restaurant/Bar
320 N. 2nd Street	Salerno's on the Fox	8,483	Restaurant/Bar	Restaurant/Bar
221 S. 2nd Street	Second Street Tavern	2,349	Restaurant/Bar	Restaurant/Bar
15 E. Main Street	Smitty's on the Corner	1,495	Restaurant/Bar	Restaurant/Bar
110 N 3rd Street	Taste of the Himalayas	1,593	Restaurant/Bar	Restaurant/Bar
8 N. 3rd Street	The Beach Hut	759	Restaurant/Bar	Restaurant/Bar
3 E. Main Street	The Graceful Ordinary	6,876	Restaurant/Bar	Restaurant/Bar
204 W. Main Street	The Hive Tavern & Eatery	4,075	Restaurant/Bar	Restaurant/Bar
16 S. Riverside Avenue	The House Pub	855	Restaurant/Bar	Restaurant/Bar
106 E. Main Street	The Lewis	2,711	Restaurant/Bar	Restaurant/Bar
201 E. Main Street	The Office Dining & Spirits	3,700	Restaurant/Bar	Restaurant/Bar
1 Illinois Street	The Wine Exchange	1,449	Restaurant/Bar	Restaurant/Bar
105 N. 2nd Avenue	Townhouse Cafe	1,070	Restaurant/Bar	Restaurant/Bar
222 W. Main Street	Whiskey Bend	3,087	Restaurant/Bar	Restaurant/Bar
Total		176,380		
11 N. 3rd Street Suite A	Antique Market 1	500	Retail	Retail
105 E. Main Street	Arcada Store	921	Retail	Retail
22 N. 4th Street	Becky's Bouquets	889	Retail	Retail
92 S. 1st Street	Boutique Baby	1,339	Retail	Retail
121 N 2nd Street	Breadsmith - St. Charles	1,519	Retail	Retail
225 W. Main Street	Broken Brix Homebrew Shop	2,613	Retail	Retail
17 N. Second Avenue	Circa Vintage Gallery	1,468	Retail	Retail
303 N. 2nd Street	Dick Pond Athletics	1,200	Retail	Retail
202 Cedar Avenue	Directions in Clothing	1,160	Retail	Retail
122 W. Main Street	Double Take Consignment	6,456	Retail	Retail
228 W. Main Street	Ghoulish Mortals	2,022	Retail	Retail

213 W Main Street	Golden Valley Jewelers	1,354	Retail	Retail
218 State Street	Heel or Hide	1,193	Retail	Retail
311 N. 2nd Street Suite 107	Honey Baked Ham	1,000	Retail	Retail
221 W. Main Street	Gait + Main	1,192	Retail	Retail
161 S. 1st Street	Jeans & A Cute Top Shop	1,443	Retail	Retail
322 Cedar Street	Johnson's Statuary	1,367	Retail	Retail
1 Illinois Street	Magnolia Soap & Bath Co.	1,777	Retail	Retail
203 W Main Street	Main Street Liquors	1,992	Retail	Retail
211 W. Main Street	Makoma House	1,342	Retail	Retail
78 S. 1st Street	Mion Artisan Soapery	1,891	Retail	Retail
216 W. Main Street	Mr. Marco's Jewelers	1,144	Retail	Retail
323 Walnut Street	Paragon Flowers/Eclectic Garden	1,715	Retail	Retail
301 W. Main Street	Rocket Fizz	2,043	Retail	Retail
602 S. 1st Street	Sammy's Bikes	5,980	Retail	Retail
116 Cedar Avenue	SG Too	2,124	Retail	Retail
117 W. Main Street Suite 110	The Diamondaire	1,946	Retail	Retail
201 Cedar Avenue	The Pep Line	2,103	Retail	Retail
210 Cedar Avenue	The Twisted Gypsy	1,430	Retail	Retail
105 N. 2nd Avenue	Townhouse Books	2,251	Retail	Retail
16 N. Riverside Avenue	Warehouse Confectionary	5,010	Retail	Retail
300 S. 2nd Street	Whole Foods	32,868	Retail	Retail
Total		93,252		
430 S. 2nd Street	Discount Tire & Service, Inc	5,850	Auto	Service
606 S. 1st Street	EI Diamante Hand Car Wash & Detailing	2,337	Auto	Service
307 W. Main Street	Shell Gas Station	2,511	Auto	Service
201 S. 2nd Street	Kevin's Service Station	3,037	Auto	Service
204 E. Main Street	Avenue Two Barbershop	630	Beauty	Service
50 Indiana Street	Bang Bang Urban Salon	703	Beauty	Service
121 S. 1st Street	Ginger Root Hair Salon	1,111	Beauty	Service
13 S. 2nd Street	HM Hair Bar	1,554	Beauty	Service
113 N. 2nd Avenue	Larimar Med	2,265	Beauty	Service
117 E. Main Street	Lefty's the Main Street Barber	922	Beauty	Service
1 Illinois Street #105	Mane & Company	740	Beauty	Service

311 N. 2nd Street, Suite 108	MK Nails	1,050	Beauty	Service
318 W. Main Street	Oakbrook Advanced Aesthetics	1,200	Beauty	Service
162 S. 1st Street	Perspire Sauna	1,820	Beauty	Service
56 Indiana Street	Rosie's Hair Color Studio	715	Beauty	Service
116 W. Main Street	Spa Bleu	5,717	Beauty	Service
217 W. Main Street	Taylord	1,290	Beauty	Service
11 N. 3rd Street Suite D	Vines Salon Spa	1,488	Beauty	Service
306 W. Main Street	Route 64 Dental	2,751	Dental	Service
115 S. 2nd Street	Second Street Dental & Fox Valley Massage Therapy	2,173	Dental	Service
214 S. 1st Street	Fox Valley Cleaners	3,306	Dry Cleaning	Service
315 E. Main Street	Marberry Cleaners	8,431	Dry Cleaning	Service
303 N. 2nd Street Suite A	Carla Thomas Physical Therapy	1,260	Fitness	Service
142 S. 1st Street	Club Pilates	3,468	Fitness	Service
115 E. Main Street	Johnson's Core Fitness	913	Fitness	Service
415 S. 1st Street	My Body USA	2,872	Fitness	Service
203 S 3rd Street	Chicago Motor Service	6,455	Service	Service
322 W. Main Street	Clean as a Whisker	1,909	Service	Service
608 S. 1st Street	Flotek Plumbing	3,351	Service	Service
113 E. Main Street	Hunt House Creative Arts Center	1,619	Service	Service
119 E. Main Street*	Johnson's Core Fitness	581	Service	Service
102 S. Third Street	Moss Norris Funeral Home	11,948	Service	Service
104 S. 2nd Avenue	Mutual of Omaha Insurance	932	Service	Service
111 E. Main Street	Riverview Counseling	2,417	Service	Service
9 N. 2nd Street	Team Rehabilitation Physical Therapy	5,226	Service	Service
Total		94,552		
409 S. 1st Street	Vacant - Former BMO Harris	2,385	Vacant	Vacant
115 Cedar Avenue	Vacant - White building by Confectionary	1,668	Vacant	Vacant
311 E. Main Street	Vacant - Next Illinois Cleaners & Dryers Building	1,729	Vacant	Vacant
11 S. 2nd Avenue	Former Bespoke Dental Offices & Office Space	5,700	Partially Vacant	Vacant
312 W. Main Street	Former Shakou	4,686	Vacant	Vacant
311 N. 2nd Street	Charleston Center First Floor - Suite 100	2,496	Partially Vacant	Vacant
12 N. Riverside Avenue	Former Vinyl Tech	1,080	Vacant	Vacant
24 S. 2nd Street	Former CIBC	6,627	Vacant	Vacant

308 N Walnut Street	Former Lighthouse Recovery	1,741	Vacant	Vacant
Total		28,112		

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation to Approve a Resolution Authorizing the Execution of Tax Increment Financing Redevelopment Agreement with Baker Memorial United Methodist Church and Geneva Heights, LLC	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: January 12, 2026	
Proposed Cost: \$425,000	Budgeted Amount:	Not Budgeted:	<input checked="" type="checkbox"/>
Executive Summary (if not budgeted please explain): <p>The future of Barry House located at 217 Cedar Avenue has been a topic of discussion with the City since 2017. Over the past few months, City staff have been working with the Church and a private developer to establish a permanent solution. The goals of this agreement are as follows:</p> <ul style="list-style-type: none"> • Facilitate the sale, preservation and rehabilitation of the Barry House in accordance with local historic standards. • Provide a long-term parking solution for both the City and Baker Memorial Church, and enable the Church to sell its north lot without any parking limitation. <p>Proposed is a three-party agreement between the City, Baker Church and local developer Geneva Heights, LLC. Each party has the following obligations:</p> <p>City</p> <ol style="list-style-type: none"> 1. The City will construct a minimum of 10 and a maximum of 13 angled parking spaces along Third Avenue adjacent to the church at its own cost. These spaces will function as public off-street parking, except on Sundays between 7:00 a.m. and 1:00 p.m., during which time the church will have exclusive use of the angled spaces. The angled parking is currently being engineered, the estimated cost is \$250,000. 2. The City will provide a \$125,000 grant to developer for the purchase of the Barry House and the adjacent property at 211–215 Cedar Ave., currently owned by the Church. In addition, the City will provide up to \$50,000 in supplemental funding for restoration of the Barry House building façade to its original stone condition. <p>Baker Church</p> <ol style="list-style-type: none"> 1. The Church will agree to sell the Barry House and the adjacent property at 211–215 Cedar Ave. to developer Geneva Heights, LLC for \$525,000. 2. The Church will dedicate, at no cost to City, a portion of property on the east side of the Baker Church parcel necessary to construct the angled parking. <p>Geneva Heights, LLC</p> <ol style="list-style-type: none"> 1. Geneva Heights, LLC will agree to purchase the Barry House and the adjacent property at 211–215 Cedar Ave. from the church for \$525,000. 2. Geneva Heights, LLC will restore the Barry House in accordance with the local historic preservation standards by May 1, 2027. 			

3. The structure on the 211-215 Parcel will be brought into compliance with the City property maintenance code by May 1, 2027.

Miscellaneous Items

- The costs associated with the angled parking improvements on Third Avenue and the Historic Preservation Grant will be funded through the Central Downtown TIF and will not impact the City's General Fund.
- With the construction of the angled parking along Third Ave., the church would have the ability to sell the northern parking lot and still meet their minimum parking requirement.
- The Baker Church has submitted a letter of termination of the existing shared parking agreements, which will terminate on January 21, 2026. Per the agreement, the Church shall reinstate the shared parking agreement for the southern parking lot for a 20-year term. The Church shall reinstate the shared parking agreement for the northern parking lot with the City under the existing terms, with rights of the Church and the City to terminate such agreement with 60 days' notice.
- The developer will support a landmark nomination for the Barry House.

Attachments (please list): Tax Increment Financing Redevelopment Agreement (Baker Memorial United Methodist Church – Barry House)

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Resolution Authorizing the Execution of Tax Increment Financing Redevelopment Agreement with Baker Memorial United Methodist Church and Geneva Heights, LLC

**CITY OF ST. CHARLES
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(BAKER MEMORIAL UNITED METHODIST CHURCH – BARRY HOUSE)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF ST. CHARLES**, an Illinois municipal corporation (the "City"); **BAKER MEMORIAL UNITED METHODIST CHURCH**, an Illinois _____ (the "Church") and Geneva Heights, LLC an Illinois limited liability company (the "Developer") (the City, the Church and the Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party").

WI T N E S S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 *et seq.* (the "Act")), the City has undertaken a program to redevelop certain property within the City, which Redevelopment Project Area is known as the Central Downtown TIF Redevelopment Project Area (the "Redevelopment Project Area"). The Redevelopment Project Area is legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof; and

WHEREAS, on February 17, 2015, the Mayor and Council (the "Corporate Authorities"), after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, approved and adopted Ordinance Numbers 2015-M-7, 2015-M-8 and 2015-M-9, approving the Central Downtown Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project, designating the Redevelopment Project Area as a redevelopment project under the Act; and, adopting tax increment allocation financing for the Redevelopment Project Area (collectively, as amended from time to time, the "TIF Ordinances"); and

WHEREAS, the completion date for the Redevelopment Plan and Project is through 2037; and

WHEREAS, the Church is the owner of certain properties legally described in Exhibit B attached hereto and made a part hereof, including: (i) the church property located at 307 Cedar Ave., St. Charles, IL 60174, PIN 09-27-459-002 (the "Baker Church Parcel"); (ii) the residential property located at 217 Cedar Ave., St. Charles, IL 60174, PIN 09-27-387-004 (the "Barry House Parcel"); (iii) the residential property located at 211-215 Cedar Ave., St. Charles, IL 60174, PIN 09-27-387-003 (the "211-215 Parcel"); (iv) the parking lot located west of North 3rd Ave., south of State Ave. and north of Cedar Ave., St. Charles, IL 60174 (the "North Lot"); and (v) the parking lot located west of North 3rd Ave., south of Cedar Ave. and north of E. Main St., St. Charles, IL 60174 (the "South Lot"); (collectively the "Property"); and

WHEREAS, all of the Property is located either in or immediately adjacent to the Redevelopment Project Area (the "RPA"); and

WHEREAS, subject to the terms and conditions hereof, the Church intends to dedicate a portion of the Baker Church Parcel that is immediately adjacent to the RPA (the "Dedication

Parcel”) to the City and the City intends to design and construct angled parking spaces and related improvements within the 3rd Avenue right-of-way, with improvements extending into the Dedication Parcel, at the City’s sole cost and expense, estimated to be approximately \$125,000, all in accordance with applicable ADA requirements and as depicted in the site plan set forth in Exhibit C attached hereto and incorporated herein (the “**Parking Improvements**”); and

WHEREAS, subject to the terms and conditions hereof, the Church intends to enter into a residential real estate contract with the Developer whereby the Developer will purchase the Barry House Parcel and the 211-215 Parcel for \$525,000 (the “**Residential Contract**”) and redevelop the Barry House Parcel and the 211-215 Parcel as specified herein (the “**Residential Improvements**,” and collectively with the Parking Improvements, the “**RPA Improvements**”); and

WHEREAS, the City’s and the Church’s obligations hereunder are expressly conditioned on the Closing of the Residential Contract on or before January 31, 2026; and

WHEREAS, to facilitate the construction of the Parking Improvements, and subject to and in accordance with the terms of this Agreement, the City intends to utilize funds from the Special Tax Allocation Fund (defined herein); and

WHEREAS, to facilitate the construction of the Residential Improvements, and subject to and in accordance with the terms of this Agreement, the City intends to provide a historic preservation grant in the amount of \$125,000 to the Developer (the “**Historic Preservation Grant**”), and

WHEREAS, subject to the terms and conditions hereof, the City and the Church have agreed on certain other matters concerning the use of and potential sale of the North Lot and the South Lot which are set forth in more detail herein; and

WHEREAS, the Developer and the Church represent and warrant to the City, and the City finds that, but for the assistance to be provided by the City to the Developer and the Church pursuant to the Act and this Agreement, the RPA Improvements would not be economically viable; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, and the Corporate Authorities, the Church and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Parties according to the terms hereof; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the development and construction of the RPA Improvements as provided herein will further the growth of the City, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, and is otherwise in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I

RECITALS PART OF THE AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II

FINDINGS

The Corporate Authorities of the City hereby make the following findings regarding the Project:

A. That the RPA Improvements will be constructed on parcels of land that are within the RPA and will enhance the City's tax base in accordance with the City's comprehensive plan.

B. That based on representations and documentation submitted by the Developer and the Church, without this Agreement and the economic incentives contained herein, the RPA Improvements would not be economically viable and would not be constructed.

C. That the Developer and the Church have reached agreement in principal on the terms of the Residential Contract, conditioned on the City's assistance with the RPA Improvements as set forth herein.

D. That the Developer and the Church meet high standards of creditworthiness and financial strength.

E. That the RPA Improvements will enhance the tax base of the City by substantially increasing the equalized assessed value of the Barry House Parcel and the 211-215 Parcel.

F. That the Project will provide benefits to the City in the way of developing otherwise underutilized parcels of property and enhancing the overall tax base and as such it is in the best interests of the City to enter into this Agreement.

ARTICLE III

OBLIGATION OF THE PARTIES

3.1 Developer Obligations and Agreements. In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, Developer shall fulfill, or has fulfilled, the following obligations:

A. Developer shall enter into the Residential Contract contemporaneously with this Agreement, shall close on the Residential Contract on or before February 6, 2026, shall submit all required building permits for the Residential Improvements on or before May 1, 2026 and shall obtain final occupancy for the Barry House Parcel and

211-215 Parcel on or before May 1, 2027.

B. With respect to the Barry House Parcel, in addition to any other requirements hereunder, Developer shall be required to pursue one of the following two options:

(i) Option 1. The Developer shall not be required to restore the existing Barry House structure to its original historic design or condition. Rather, the Developer's obligation shall be limited to ensuring that all exterior improvements and alterations will bring the property into compliance with the City property maintenance code, and comply with the standards necessary to obtain a Certificate of Appropriateness, as outlined in Section 17.32.080 of the St. Charles Municipal Code.

(ii) Option 2. The Developer shall complete certain improvements required to bring the existing Barry House structure into compliance with the City property maintenance code and comply with the standards necessary to obtain a Certificate of Appropriateness, as outlined in Section 17.32.080 of the St. Charles Municipal Code.. In addition, Developer shall complete certain additional improvements beyond those required to obtain a Certificate of Appropriateness; specifically the removal of the exterior stucco and the restoration of the original stone façade. In consideration for such additional façade restoration work, the Developer shall be eligible to receive from the City additional funding up to a maximum of \$50,000 above the proposed \$125,000 to offset the verified incremental expenses associated with the additional façade improvements, which additional funding shall be mutually agreed upon between the City and the Developer. Additional façade improvements may include, among other items: removal of the front entry door hood to restore the original entryway design/appearance and restoration or replacement of the roof eave and frieze trim components, including installation of gable returns to follow the historic design.

C. With respect to the 211-215 Parcel, in addition to any other requirements hereunder, the Developer shall complete improvements to bring the existing structure into compliance with the City property maintenance code, and comply with the standards necessary to obtain a Certificate of Appropriateness, as outlined in Section 17.32.080 of the St. Charles Municipal Code.

D. With Respect to both the Barry House Parcel and the 211-215 Parcel: (i) within 15 days of closing under the Residential Contract, the Developer shall ensure that the exteriors of the properties are fully secured and that any exterior rubbish or garbage accumulation is removed; (ii) promptly upon closing, and prior to the start of any redevelopment work, the Developer shall work cooperatively with the City to reasonably address any property maintenance code issues that impact public health and safety; and (iii) on or prior to June 1, 2026, the Developer shall demolish and remove the porch retaining wall on the Barry House Parcel.

E. With respect to the Barry House Parcel, the Developer shall sign off as the record owner on a Landmark Nomination form to be completed and filed by the City Historic Preservation Commission. The Developer agrees not to object to the

Landmark designation. Following review of the nomination per the Landmark Designation Procedures contained in Section 17.32.060 of the St. Charles Municipal Code, if the Landmark designation is approved by the City Council, the Developer agrees to install and display a Landmark Plaque to be provided by the City.

F. The Developer shall construct the Residential Improvements substantially in accordance with the approved plans and pursuant to the issuance of permits therefore, subject to changes approved by the City, in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations. For purposes of this Agreement, "**Substantial Completion**" and words of similar import will mean when the Residential Improvements have been installed, passed City inspection, and a certificates of occupancy have been issued by the City.

G. The Developer has advanced or shall hereafter advance, or shall cause other parties to advance, the funds necessary to construct and complete the Residential Improvements.

H. The Developer has secured, or shall hereafter secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Residential Improvements in accordance with the forms and requirements of the City Municipal Code

I. In the event a claim is made against the City, its officers, officials, agents and employees or any of them, or if the City, its officers, officials, agents and employees or any of them (the "**Indemnified Party**" or "**Indemnified Parties**"), is made a party-defendant in any proceeding arising out of or in connection with Developer's construction of the Residential Improvements or the Developer's duties, obligations and responsibilities under the terms of this Agreement including, but not limited to, any claim or cause of action concerning construction of the Residential Improvements, matters pertaining to hazardous materials and other environmental matters in existence at the Barry House Parcel or the 211-215 Parcel as of the date of this Agreement or as a consequence of non-compliance with the Prevailing Wage Act or which may in any way result therefrom, to the extent permitted by law, Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees, in connection therewith (collectively, "**Losses**"); provided, however, that to the extent that any Losses are caused by the negligence, fraud or willful misconduct of one or more Indemnified Parties, the Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the City nor any of the other Indemnified Parties shall be required to contribute to such settlement (except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party and the Indemnified Party is a party to and has consented to such settlement), and further provided the Special Tax Allocation Fund (as defined herein)

shall not be used in connection with any such settlement without the consent of the City and the Developer.

J. Developer agrees to acquire and pay for each building permit, occupancy permit, utility connection permit or other City required permit which is required for all improvements to be constructed in connection with the Project. Said permits shall be acquired in accordance with the terms of the City Municipal Code, as amended from time to time. The RPA Improvements shall be constructed with Substantial Completion no later than May 1, 2027.

K. The Developer shall not cause or permit any mechanic's liens or other lien claims against the Special Tax Allocation Fund or Historic Preservation Grant for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications or improvements regarding the Residential Improvements or any other matter regarding the Residential Improvements which might give rise to lien rights. Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be, in a timely and commercially reasonable manner, any such claims for mechanic's liens, other liens, claims or causes of action, provided that the City shall not be required to contribute to such settlement.

L. Upon reasonable notice, the City Administrator, or the City Administrator's designee, shall have access to all portions of the Barry House Parcel and the 211-215 Parcel during normal business hours for the purpose of determining compliance with this Agreement, applicable laws and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while on or near the property. Additionally, the Developer shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs pertaining to the Residential Improvements. All such books, records and other documents, including but not limited to the general contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that the Developer has incurred and paid any expense for which reimbursement is sought by Developer hereunder shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City for a period of two (2) years after issuance of the Certificates of Occupancy. The City shall treat all such information as confidential business materials, the disclosure of which would cause Developer competitive harm. As such, the City shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

M. The Developer shall cooperate with the City and provide the City with the information in Developer's possession or control required and necessary under the Act to enable the City to comply with the Act and its obligations under this Agreement.

N. The Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Residential Improvements.

O. The Developer represents and warrants to the City that no member, official, officer, employee of the City, or any commission or committee exercising authority over the RPA Improvements, or any consultant hired by the City or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Developer or, to the knowledge of the Developer, owns or controls or has owned or controlled any interest, direct or indirect any portion of the Property, or will own or control any interest in the RPA Improvements, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act.

P. The Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the Property, it shall pay or cause to be paid such taxes promptly on or before such payment is subject to a penalty for delinquency.

Q. From and after the date of issuance of building permits and until a temporary or final certificate of occupancy has been issued for the Project (the "**Construction Period**"), the Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability, workers' compensation and automobile/vehicle liability insurance for the RPA Improvements, and shall cause the City to be named as an additional insured, with all the rights of a primary insured, on such policies, except that on the worker's compensation insurance. Said insurance policies, which may be comprised of primary, excess and umbrella policies, shall be issued in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. The Developer shall provide at least ten (10) business days prior written notice to the City before such policies are materially changed, modified or cancelled. Prior to the commencement of any work on the Project, Developer shall provide the City with appropriate certificates of insurance. During the Construction Period, the Developer shall keep in force (or shall cause to be kept in force) at all times, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including the work performed and equipment, supplies and materials furnished for the RPA Improvements. Should the City receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the City shall notify the Developer of the receipt of said notice. Failure of the Developer to pay any premiums on any required insurance policy that is not cured within thirty (30) days after written notice from the City shall constitute an event of default under this Agreement.

R. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery, and acceptance by the Parties hereto.

3.2 Church Obligations and Agreements. In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, Church shall fulfill, or has fulfilled, the following obligations:

A. The Church shall enter into the Residential Contract containing terms acceptable to the Church contemporaneously with this Agreement and shall close on

the Residential Contract on or before January 31, 2026.

B. After closing on the Residential Contract (and when requested by the City), the Church shall dedicate or grant, at no cost to City (and in a manner consistent with the angled spaces on the east side of the Baker Church Parcel) all such property rights as may be reasonably necessary for the City to construct the Parking Improvements. The city will attempt to maximize the number of spaces constructed (which absent an engineering or Code restriction is expected to be 13 in number). The cost of the dedication plat shall be borne by the City. The exact location of the Parking Improvements shall be subject to the reasonable approval of the Church and shall not impair any existing structures or utilities serving the Baker Church Parcel.

C. The Parking Improvements shall be public parking, except that the Church shall have exclusive use of the Parking Improvements on Sundays between 7:00 a.m. and 1:00 p.m.

D. The Church shall have the right, at its sole discretion, to sell either the North Lot or the South Lot, but in so doing, and in order to satisfy the minimum parking requirements for the Church, must maintain the use of the parking spaces on Sundays in the lot that is not sold.

E. The Church shall reinstate the shared parking agreement for the North Lot Parcel with the City (consistent with its original terms) under which the City remains responsible for maintenance. The rights of the Church and the City to terminate such agreement with 60 days' notice shall remain. If requested by the Church, the Said Lot shall be posted to prohibit overnight parking.

F. The Church shall reinstate the shared parking agreement for the South Lot Parcel (consistent with its original terms except as set forth herein) under which the City remains responsible for maintenance. The agreement shall further be extended for a period of 20 years, subject to either Party's right to terminate for a material breach. Under the extended lease, the City shall remain responsible for maintenance and the lot shall be available for public parking except on Sundays from 7:00 a.m. to 1:00 p.m. If requested by the Church, the Said Lot shall be posted to prohibit overnight parking. In addition, if requested by the Church, the Church may use up to two parking stalls in the South Lot for refuse storage and removal at a mutually agreed upon location. Installation of a trash enclosure will be required and subject to a building permit and Certificate of Appropriateness.

G. The Church shall be responsible for snow removal for the Parking Improvements.

3.3 City Obligations and Agreements to the Developer

A. In consideration of the substantial commitment of Developer hereunder, the City shall commit to providing the Developer with a Historic Preservation Grant in the amount of \$125,000 to assist with the restoration of the Barry House structure, provided: (i) the Barry House structure is restored in accordance with the local historic preservation standards; and (ii) the structure on the 211-215 Parcel is brought into compliance with the City property maintenance code. Any Historic Preservation Grant shall be executed directly between the City and the Developer, subject to the City's

established approval processes.

B. The City's disbursement of the Historic Preservation Grant shall proceed as follows:

(i) The City shall disburse \$62,500 (or one-half (½) of the total approved grant amount if greater than \$125,000) within thirty (30) days following verification of the closing on the property.

(ii) Upon receipt by the City of proof of payment by the Developer for at least \$62,500 in eligible project expenses, the Developer may request, and upon such request the City shall disburse, the remaining one-half (½) of the approved grant funds.

(iii) Following issuance of the final occupancy permit, the Developer shall submit documentation verifying a minimum of \$125,000 in eligible improvement costs incurred for the redevelopment of the properties.

(iv) The City shall retain the right to claw back any disbursed grant funds in the event that a final occupancy permit has not been issued for both properties on or before May 1, 2027, or in the event the total verified eligible improvement costs are less than the total amount disbursed.

C. The City staff shall coordinate with the Developer to facilitate timely review of historic preservation approvals, building permits, and inspections necessary to complete the Residential Improvements consistent with this Agreement.

D. The City Historic Preservation Commission shall prepare a complete Landmark Nomination for signature by the Developer as record owner of the Barry House Parcel. The City shall provide a landmark plaque for display of the front of the building.

E. The City shall dismiss all currently pending property maintenance or building code citations or violations related to the Barry House Parcel and the 211-215 Parcels. Notwithstanding the foregoing, the City may refile any such violations or citations in the event the Residential Contract is not closed within the time provided herein. In addition, once the Residential Contract is closed, the City may refile any such violations or citations in the event of Developer's material noncompliance with the terms of this Agreement.

F. Within 12 months construct the Parking Improvements depicted in Exhibit "C".

G. Agree that going forward the additional spaces added by the Parking Improvements shall count toward "off-street" parking spaces allocable to the parcel on which the main Church is located for parking requirements under the City zoning and parking ordinances.

3.4 City Obligations and Agreements to the Church. In consideration of the substantial commitment of the Church hereunder, the City shall commit to constructing the Parking Improvements.

ARTICLE IV

ESTABLISHMENT OF SPECIAL TAX ALLOCATION FUND

4.1 Special Tax Allocation Fund.

In connection with its establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the Act (the "**Special Tax Allocation Fund**"). The City may utilize the Special Tax Allocation Fund to fund the RPA Improvements.

ARTICLE V

AUTHORITY

5.1 Powers.

A. The City hereby represents and warrants to the Developer and the Church that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

B. The Developer hereby represents and warrants to the City and the Church that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

C. The Church hereby represents and warrants to the City and the Developer that the Church has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Church actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Church, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

5.2 Authorized Parties. Except in cases where the approval or authorization of the City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the City, the Developer or the Church is required, or the City, the Developer or the Church is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Administrator or her designee, for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized), and for the Church

by any officer of the Church so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE VI

DEFAULTS AND REMEDIES

6.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto. Notwithstanding anything contained in this Agreement to the contrary, once the Church has closed on the sale of the Residential Parcels, no breach by the Developer of any obligation hereunder shall constitute a default of the Church under this Agreement or relieve the City from any obligation benefitting the Church hereunder.

6.2 **Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in this Agreement shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if: (1) in the event of a monetary default, such default has been cured within ten (10) days after written notice by the complaining Party to the failing party or (2) in the event of a non-monetary default, performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however, to the extent a failure to perform hereunder cannot reasonably be cured within that sixty (60) days period, then that sixty (60) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure of that failure as long as the failing Party commenced the cure within that sixty (60) day period and diligently prosecutes that cure to completion. The obligation to cure non-monetary defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 7.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply and the parties shall use commercially reasonable efforts to overcome any such Force Majeure Delay.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, each Party's remedy for monetary damages shall be limited to its actual (but not consequential) damages. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 6.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity, including, without limitation,

specific performance.

6.3 Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement, except as provided in Section 6.5; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

6.4 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

6.5 Cancellation. In the event any Party shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of the Party, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 6.5, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

6.6 City Offset Right. If during the term of this Agreement the Developer fails to maintain or cause to be maintained the Barry House Parcel or the 211-215 Parcel or the improvements thereon in accordance with the terms of applicable City codes and ordinances, and the Developer does not cure that failure within thirty (30) days after written notice thereof from the City (provided, however, if that failure cannot reasonably be cured within that thirty (30) day period, then that thirty (30) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure as long as the Developer commenced the cure within that thirty (30) day period and diligently prosecutes that cure to completion), then the City may exercise any applicable remedies available to it under the City Municipal Code. If the Developer fails to pay any amounts owed to the City in connection with the City's exercise of such remedies within ten (10) days after written notice from the City, then, notwithstanding anything in this Agreement to the contrary, the City may offset any amounts payable by the City until the City has been paid in full.

ARTICLE VII

GENERAL PROVISIONS

7.1 Time of Essence. Time is of the essence of this Agreement. The Parties will

make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the City, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The City agrees that it shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the City's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

7.3 Force Majeure. "**Force Majeure Delays**" means delays in a Parties' performance hereunder (including, without limitation, development or construction of the Project) caused by any one or combination of the following, which are beyond the reasonable control of the Party relying thereon, including, without limitation, destruction by fire or other casualty, strike or other labor troubles, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of materials or utilities, adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the City's responsibilities, plague, epidemics, or quarantine and other similar or dissimilar causes beyond the reasonable control of the Party which, in fact, interferes with the ability of such Party to discharge its respective obligations hereunder.

7.4 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment to this Agreement.

7.5 Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

7.6 Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, if any portion of this Agreement relating to the City's obligation to make payment is held to be invalid, then the Developer shall have the right to terminate this Agreement upon written notice to the City.

7.7 Consent or Approval. Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement

is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

7.8 Illinois Law Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The Parties expressly consent and submit to the exclusive jurisdiction of the 16th Judicial Circuit, Kane County, Illinois, USA.

7.9 Notice. Any notice, communication or request required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) electronically via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of; (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. For purposes hereof, a "**Business Day**" shall be Monday through Friday excluding federal and State of Illinois holidays.

If to the City:

City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attn: City Administrator
Email: hmcguire@stcharlesil.gov

with a copy to:

Griffin Williams McMahon & Walsh LLP
21 N. 4th St.
Geneva, IL 60134
Attn: Patrick M. Griffin
Email: pgriffin@gwmwlaw.com

If to the Developer:

Geneva Heights, LLC
405 Illinois Ave, Unit 2A
St. Charles, Illinois 60174
Attn: Bob Rasmussen
Email: bob@midwestcustomhomes.com

with a copy to:

Earl Nelson Company Ltd.
309 Hamilton Street, Suite B
Geneva, Illinois 60134
Attn: R. Gregory Earl, III
Email: Greg@earlnelsonlaw.com

If to the Church:

Attn: _____
Email: _____

with a copy to:

Attn: _____
Email: _____

7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.11 Good Faith and Fair Dealing. The Parties acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

7.12 Drafting. Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

7.13 Recording. Any Party may record a memorandum of this Agreement with the Kane County Recorder of Deeds.

7.14 Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. This Agreement shall inure to the benefit of, and shall be binding upon each Party and each Party's respective successors, grantees and assigns.

Notwithstanding anything in this Agreement to the contrary, any person or entity now or hereafter owning legal title to all or any portion of the Property, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

7.15 Transferee Assumption. In addition, to assure that any transferee, successor, or permitted assignee ("Transferee") has notice of this Agreement and the benefits and obligations created by it, the Developer and the Church agree to require, prior to the transfer or assignment of this Agreement, the Transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City Attorney ("Transferee Assumption Agreement"). The Developer and the Church agree to notify the City in writing at least thirty

(30) days prior to the date on which the Developer or the Church proposes to transfer or assign this Agreement to a Transferee. The Developer and the Church must, at the same time, provide the City with a fully executed copy of the Transferee Assumption Agreement. For purposes of this Section, the term “**transfer**” and/or “**assignment**” includes any voluntary or involuntary assignment, transfer, transfer to a receiver or to a trustee in bankruptcy, or transfer in trust for the benefit of creditors of this Agreement.

7.16 **Partial Funding.** Except as otherwise set forth in this Agreement, Developer and Church acknowledge and agree that any economic assistance to be received by them as set forth in this Agreement is intended to be and shall be a source of partial funding for the RPA Improvements and agree that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer and or the Church, as applicable. The Developer and the Church acknowledge and agree that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer and or the Church, provided the Developer and or Church comply with the terms and provisions set forth in this Agreement. Developer and the Church further acknowledge and agree that the City is not a joint developer or joint venturer with the Developer or the Church and the City is in no way responsible for completion of any portion other than as expressly set forth herein.

7.17 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultant fees, in addition to whatever other relief the prevailing party may be entitled.

7.18 **No Special Damages.** No Party hereto will be liable under this Agreement for consequential, indirect, special or punitive damages.

7.19 **Limitation of Liability.** No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City by the Developer, or its officers, officials, agents and/or employees, in excess of any specific sum agreed by the City to be paid to the Developer hereunder, or any obligation of the City hereunder, including, without limitation, any indemnification obligation, subject to the terms and conditions set forth herein, and no liability, right or claim in favor of Developer shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the City, or its officers, officials, agents and/or employees in excess of such amounts are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. As between the City and the Church, each party reserves the right to enforce this Agreement against each other and in the event of a breach by one party, the other party shall have all rights of recovery provided by Illinois law.

7.20 **Estopel Certificates.** Each of the Parties hereto agrees to provide the other upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested

by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ATTEST:

CITY OF ST. CHARLES, an Illinois home rule municipal corporation

By: _____

Its: _____

ATTEST:

DEVELOPER

By: _____

Its: _____

ATTEST:

DEVELOPER

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of the City of St. Charles, an Illinois home rule municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

SEAL

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of [DEVELOPER], an _____, and by _____, the _____ of said _____.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

SEAL

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, by _____, the _____ of
BAKER UNITED METHODIST CHURCH], an _____, _____ and _____ by
_____, the _____ of said _____.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

SEAL

My Commission Expires: _____

EXHIBIT A

Legal Description of Redevelopment Project Area

Beginning at the southwesterly corner of Block 22 in the Original Town of St Charles, recorded May 8, 1837, in Book 19, page 2, thence southeasterly, 340 feet along the easterly line of 3rd Avenue to the northwest corner of Block 6 of said subdivision, thence southwesterly, 260 feet along the southerly line of Main Street to the northwest corner of Block 4 of said subdivision, thence southeasterly, 608 3 feet along the easterly line of Second Avenue to a line parallel with and 111 7 feet northerly of (as measured along the easterly line thereof) the southerly line of Block 15 in said subdivision, thence westerly, along said parallel line to the westerly line of said Block 15, thence southeasterly, along said westerly line and the southeasterly extension thereof to the easterly extension of the northerly line of Brownstone, recorded January 2, 2001, as Document No 2001K000149, thence southwesterly, along said extension and said northerly line, to the northwest corner of said Brownstone, thence southeasterly, along the westerly line of said Brownstone to the easterly extension of the southerly line of Lot 7 in Phase I of First Street Redevelopment Subdivision, recorded March 29, 2007, as Document No 2007K035551, thence South 78 degrees 42 minutes 53 seconds West along said extension and the southerly line of said Lot 7 to the southwest corner thereof, thence North 11 degrees 17 minutes 02 seconds West, 231 95 feet along the west line of Lots 7 and 14 in said subdivision to the northwest corner of said Lot 14, thence North 78 degrees 35 minutes 36 seconds East, 66 48 feet along the north line of said Lot 14 to the northeast corner thereof, thence North 11 degrees 30 minutes 41 seconds West, 25 00 feet along an east line of Lot 5 in said subdivision to the southeast corner of Lot 6 in said subdivision, thence South 78 degrees 35 minutes 36 seconds West, 84 96 feet along the south line of said Lot 6 to the southwest corner thereof, thence North 11 degrees 39 minutes 20 seconds West, 197 00 feet along a westerly line of said Lot 6 to a jog in said westerly line, thence South 78 degrees 20 minutes 40 seconds West, 41 90 feet along said jog to the westerly line of said Lot 6, thence North 11 degrees 13 minutes 55 seconds West along said westerly line and the northerly extension thereof to the southerly line of Lot 3 in the Amended Phase II First Street Redevelopment Subdivision, recorded July 8, 2008, as Document No 2008K056095, thence North 78 degrees 37 minutes 37 seconds East along the southerly line of said Lot 3 to a curve in said southerly line, thence northeasterly, 44 24 feet along said curve, having a radius 28 00 feet, the chord of said curve bears North 33 degrees 21 minutes 37 seconds East, 39 78 feet to the easterly line of said Lot 3, thence North 11 degrees 54 minutes 23 seconds West, 441 52 feet along the easterly line of Lots 3 and 13 in said subdivision to the northeast corner of said Lot 13, thence North 78 degrees 29 minutes 30 seconds East, 12 31 feet along the easterly extension of the north line of said Lot 13 to the westerly line of 1st Street, according to the plat recorded January 25, 1844, in Book 4, page 342, thence northwesterly, 37 52 feet along said right-of-way to an angle point in said line, thence northwesterly, 59 15 feet along said right-of-way to the northerly line of Block 39 in said Original Town of St Charles, thence northeasterly along said northerly line to the northeast corner thereof, thence northerly to the southeast corner of the Hotel Baker Subdivision, recorded December 2, 1982, as Document No 1623173, thence northeasterly along the northerly line of Illinois Route 64 (Main Street) to the southwest corner of Lot 5 in Block 2 of County Clerk's 1899 Assessment Division East of the Fox River, thence continuing northeasterly along the southerly line of said Block 2 to the northwesterly right-of-way line of Illinois Route 64 (Main Street) and 1st Avenue per Document Number 96K045968, thence northeasterly 21 22 feet along said line to the easterly line of said Block 2, thence northwesterly along the westerly line of 1st Avenue to the southeast corner of Block 3 in said County Clerk's 1899 Assessment Division, thence northeasterly, 580 feet along the north line of Cedar Avenue to the Point of Beginning

EXHIBIT A-1
Map of Redevelopment Project Area

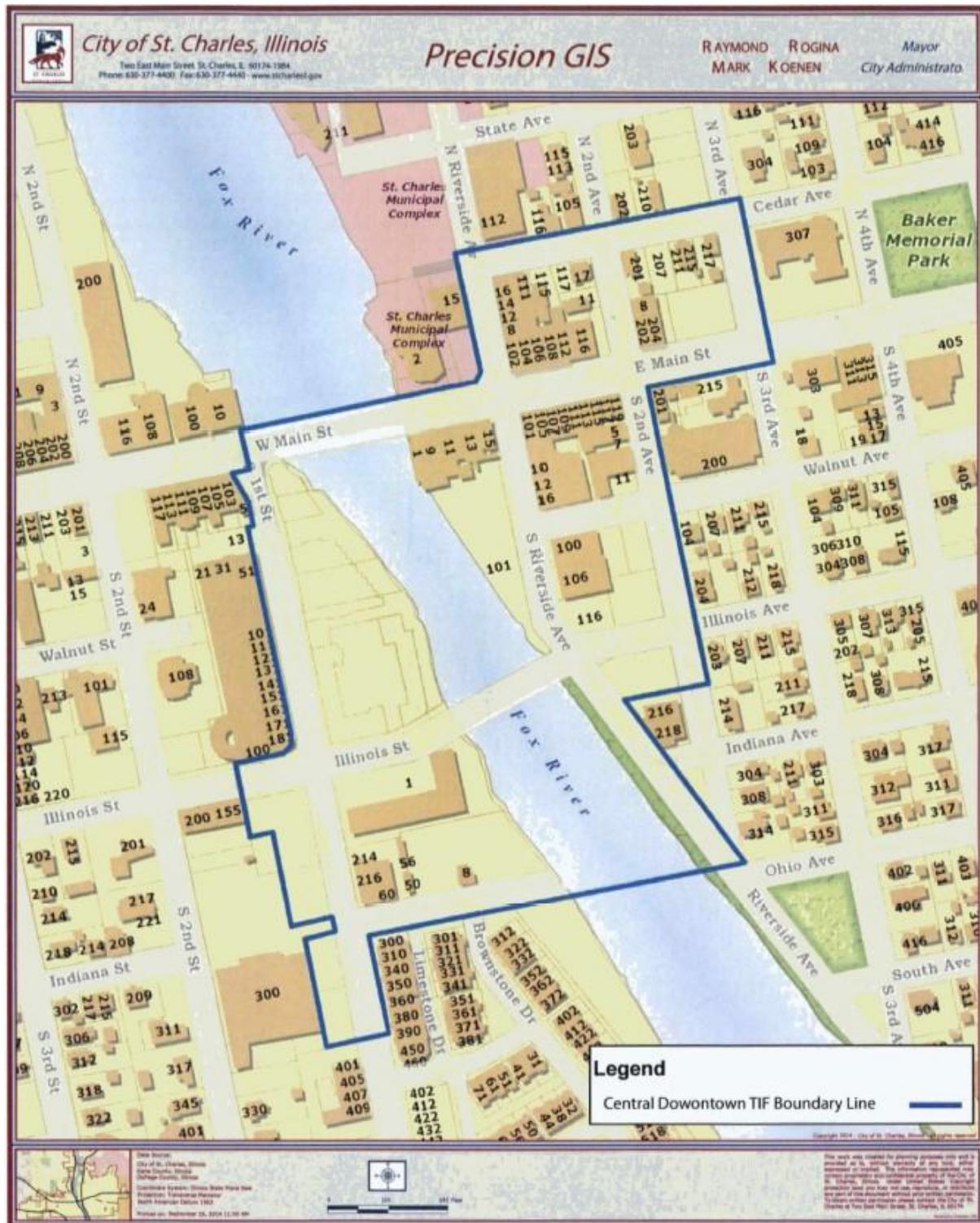
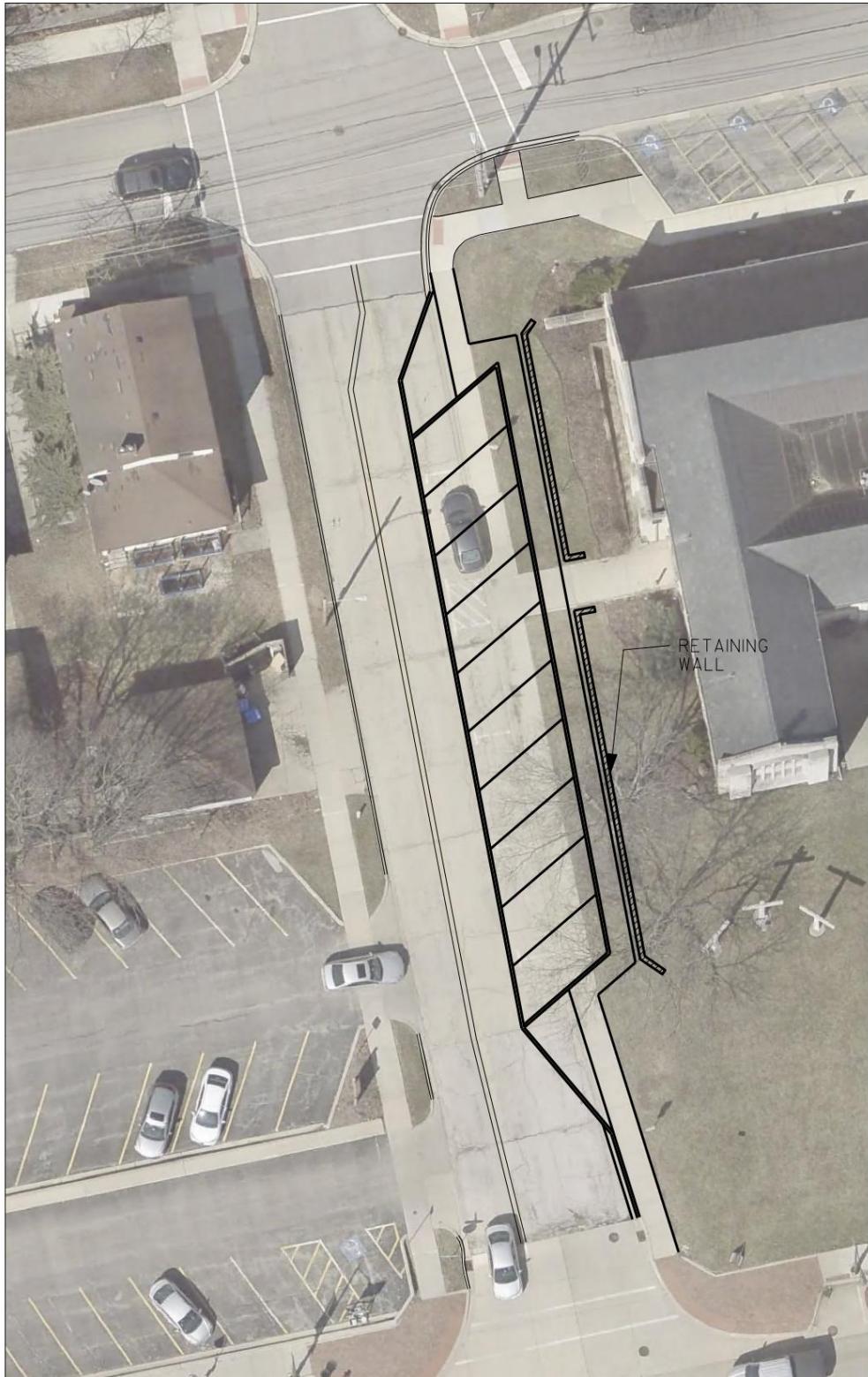


EXHIBIT B
Legal Description of the Property

EXHIBIT C

Site Plan of Parking Improvements

The engineering design to be inserted prior to City Council approval





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4c

Title:	Presentation of a Concept Plan for Cedarhurst of St. Charles	
Presenter:	Ellen Johnson, Planner II	

Meeting: Planning & Development Committee

Date: January 12, 2026

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

A Concept Plan for a senior housing community has been filed by Dover Development, LLC for a 23-acre unincorporated property located on the south side of Dean Street, west of the intersection of Dean and Peck Road. The Concept Plan includes:

- Annexation to St. Charles
- Senior assisted living/memory care facility (87 units) – single-story
- Independent living “cottages” (64 units in 16 four-plex buildings) – single-story
- Access from two driveways off Dean Street
- Stormwater detention at east end of property
- RM-2 zoning with a PUD

The 2013 Comprehensive Plan identifies the property as “Rural Single-Family Residential”. The Comprehensive Plan also calls out the importance of providing senior housing options in appropriate locations; specific sites are not identified.

Should the developer choose to pursue the project after the conclusion of Concept review, applications for annexation, rezoning, PUD, and subdivision would need to be filed and ultimately approved by City Council.

Plan Commission Review

Plan Commission reviewed the Concept Plan on 1/6/26. Summary of feedback:

- General support for annexation and land uses based on density, scale, and need for senior housing.
- Trail connection to the Great Western Trail should be provided for the independent living residents.
- Trees on site should be preserved to the extent possible, particularly adjacent to the Great Western Trail parcel and west property line.
- Driveway locations will need to be carefully planned based on traffic study findings regarding issues such as sightlines and vehicle speeds on Dean St.
- Project design needs to be sensitive to the rural character of the surrounding area. Ex- landscaping should provide buffering; lighting should be designed to mitigate impacts on neighboring properties.
- Support for PUD to provide flexibility in design of project.

A number of residents, mostly from the Renaux Manor subdivision to the south, attended the meeting and expressed concerns which are summarized as follows:

- Impacts on the character and integrity of the Great Western Trail.
- Visual impacts from the backyards of Renaux Manor properties.
- Noise from emergency vehicles and light pollution.
- Impacts on wildlife due to habitat loss.
- Importance of preserving trees and wetlands on the site.
- The project doesn't fit the character of surrounding rural area; preference for single-family land use.

- Traffic concerns on Dean St – sightlines and high vehicle speeds.

Staff Clarifications regarding Plan Commission public comment:

- Some residents expressing concern for the Great Western Trail seemed to be under the impression that the trail itself would directly abut the proposed development. To clarify, there are two parcels adjacent to the subject property owned by the Forest Preserve District of Kane County. The Great Western Trail runs down the middle of these parcels, with trees and other vegetation along both sides. The parcels vary from 100'-200' in width. These parcels will not be impacted by the development. There is an additional strip of vegetation on the subject property (ranging from 40'-75' in width), adjacent to the north end of the trail parcels, which could be removed as a result of this development. Plan Commission expressed that as much of these trees should be preserved to further buffer the development from the trail.
- There is a significant grade change from the back yards of Renaux Manor up to the Great Western Trail (range of ~10' to 18') and from the subject property up to the Great Western Trail (range of ~10' to 20'). The higher position of the trail will provide a visual and noise buffer between Renaux Manor and the proposed development.

Attachments (please list):

Staff Report, Application, Plans

Recommendation/Suggested Action (briefly explain):

Provide feedback on the Concept Plan. Staff suggests providing feedback regarding:

1. Compatibility with the Comprehensive Plan
2. Proposed land use and compatibility with surrounding development
3. Site layout – land uses, driveways, internal streets, etc.
4. Connectivity to Great Western Trail
5. Zoning designation (RM-2 with PUD)



Staff Report Plan Commission Meeting – January 6, 2026

Applicant:	Dover Development, LLC
Property Owner:	Agnes M. Heisley 2005 Trust
Location:	St. Charles Township; south side of Dean St, west of Dean St & Peck Rd
Purpose:	Feedback on senior housing development
Application:	Concept Plan
Public Hearing:	Not required
Zoning:	Kane County: F Farming
Current Land Use:	Agriculture
Comprehensive Plan:	Rural Single Family Residential
Summary of Proposal:	<p>Dover Development, LLC has filed a Concept Plan proposing a senior housing community on a 23-acre unincorporated property located on the south side of Dean Street, west of the intersection of Dean Street and Peck Road, north of Renaux Manor. Proposal details:</p> <ul style="list-style-type: none">Annexation to City of St. Charles.Senior assisted living/memory care facility with 87 units on east end of site.Independent living cottages; 64 units in 16 four-plex buildings on west end of site.Access from two driveways off Dean Street.Stormwater detention on east end of property.
Info / Procedure on Application:	<ul style="list-style-type: none">Per Sec. 17.04.140, the purpose of the Concept Plan review is as follows: "to enable the applicant to obtain informal input from the Plan Commission and Council Committee prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. It also serves as a forum for owners of neighboring property to ask questions and express their concerns and views regarding the potential development."A formal public hearing is not involved, although property owners within 250 ft. of the property have been notified and may express their views to the Commission.No recommendation or findings are involved.
Suggested Action:	Provide feedback on the Concept Plan. Staff has provided topics Commissioners may wish to consider to guide their feedback to the applicant.
Staff Contact:	Ellen Johnson, Planner II

Cedarhurst of St. Charles



Subject Property

I. PROPERTY INFORMATION

A. History / Context

The subject property constitutes four tax parcels totaling 23 acres, located on the south side of Dean Street, just west of the intersection of Dean Street and Peck Road. The property is used for agriculture, with a hedgerow extending horizontally across the center of the property. The subject property is part of a larger farmland property known as the Heisley Property, which contains a total of approximately 360 acres. Most of the Heisley Property, except for the subject property, falls north of Dean Street.

The subject property is located in unincorporated St. Charles Township and is currently under the zoning jurisdiction of Kane County. Annexation would be required to develop in the City of St. Charles. The property is separated from the St. Charles corporate limits by the Great Western Trail to the south, which is owned by the Forest Preserve District of Kane County and is unincorporated. State Statute allows unincorporated territory to be annexed to a contiguous municipality. Statute explicitly states that territory is considered contiguous even if the territory is separated from the municipality by a former railroad right-of-way that has been converted to a recreational trail, as is the case for the subject property. Therefore, the property is eligible for annexation to St. Charles. City staff have encouraged the applicant to work with the Forest Preserve District of Kane County to include the FPDKC property in the annexation if possible.

The Concept Plan under consideration is the first development proposal submitted to the City for the subject property. As will be discussed further in this report, the Comprehensive Plan identifies the intended future land use for the Heisley Property as rural single-family residential.

B. Zoning

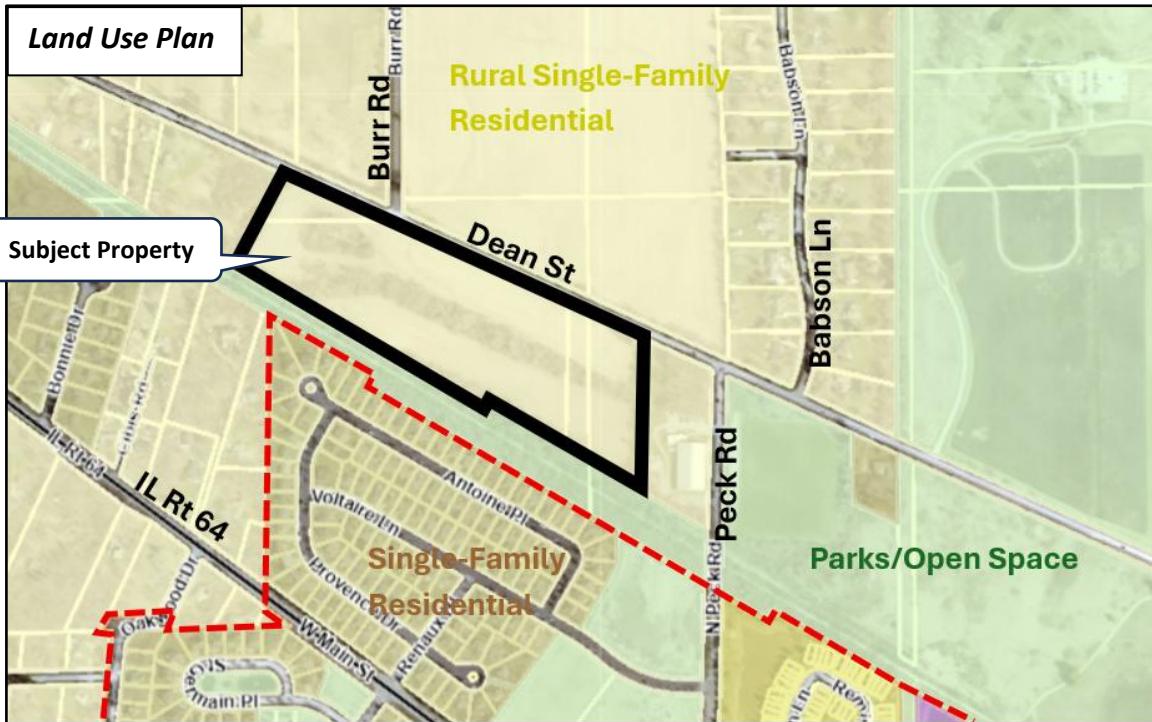
The subject property is zoned F-Farming under the Kane County Zoning Ordinance. Kane County zoning surrounds the property on all sides, including the Forest Preserve zoning which covers the Great Western Trail to the south. Immediately south of the trail is Renaux Manor, a single-family subdivision in the City with RS-3 zoning.

	Zoning	Land Use
Subject Property	F Farming (Kane County)	Agriculture
North	F Farming (Kane County)	Agriculture
East	F-2 Farming & Special Use (Kane County)	Campton United Soccer Club
South	Forest Preserve; RS-3 Suburban Single-Family Residential & PUD (City); E-2A Estate Residential (Kane County)	Great Western Trail; Renaux Manor single-family subdivision; single-family lots
West	F Farming (Kane County)	Single-family lot



C. Comprehensive Plan

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the subject property as "Rural Single Family Residential".



The Rural Single Family Residential land use category is described as follows (p.41):

"The Rural Residential land use designation is intended to accommodate large-lot single-family development on the outer limits of the City. Rural Residential areas are characterized by large lots that may have developed as part of a formal subdivision or independently in unincorporated Kane County prior to annexation. These areas are

typically located on the periphery of the City, removed from the busier commercial areas, providing a unique opportunity to live in a rural setting near a vibrant city. Rural Residential areas are characteristic of estate properties, including the absence of sidewalks and street trees, and open swale drainage systems as opposed to curb and gutter. Lot sizes in areas designated as Rural Residential are generally one-half acre or larger.

Although the regional goals articulated in both CMAP's Goto 2040 Plan and the Kane County 2040 Plan promote more compact livable centers that make public transit and commercial areas more viable, there is a need in St. Charles to balance the desired character of the City and provide a range of residential areas that are respectful of both rural and urbanized areas. The designated Rural Residential areas identified in the Land Use Plan reflect primarily existing areas within the City's future growth areas, with abundant natural resources and an existing rural character."

Senior Housing is called out in the plan despite there not being a separate land use category for senior housing (p.42):

"Senior Housing is an essential component of the City's residential offerings and should be appropriately accommodated in select locations. The notion of "aging in place" is important, as it allows residents to remain in the City as they progress through the different stages of life. Although the Residential Areas Plan does not call out specific locations for senior housing, the Plan does recognize the importance of developing additional senior housing within the community to accommodate the City's existing and future senior population. In general, senior housing can be in the form of single-family detached, attached, or multi-family dwellings. As locations are considered for accommodating senior housing development, preference should be given to proximity of transit, goods, and services. The ability to walk to restaurants, shops, transit, recreation, entertainment, and services is often important to seniors as it reduces their dependence on the automobile for daily needs. Given issues of proximity, areas within or near the Downtown, Randall Road, or near the intersection of Kirk Road and Main Street should be considered ideal for senior housing."

The following Residential Land Use Policies are relevant to review of the Concept Plan (p.43-44):

"Seek opportunities to provide senior housing within the City considering locations that are within close proximity to recreation, public transit, healthcare, and daily goods and services- The City seeks to provide opportunities for residents to "age in place", meaning that housing within the community accommodates all stages of life. As members of the community become older, and their lifestyles change, the City's diverse housing stock should provide opportunities to remain in the City of St. Charles. Although the Residential Areas Plan does not call out specific locations for senior housing, the Plan does recognize the importance of developing additional senior housing within the community to accommodate the City's existing and future senior population. From active living through assisted living, the City will continue to provide a wide range of housing types to accommodate its seniors."

"Prioritize infill development over annexation and development- While the era of substantial residential growth is over in St. Charles, there remain some isolated opportunities for residential development on the City's west side. While most of these opportunities are within unincorporated Kane County, they fall within the City's 1.5-mile extraterritorial planning jurisdiction defined by State statute. It is recommended that the

City carefully consider annexation and growth into these areas while vacant and/or underutilized residential properties exist within the City's boundaries. When residential development does occur within the City's growth areas, it should occur in areas immediately adjacent to existing developed areas so as to prevent "leap frog" development and the resulting costs and burdens of unnecessarily extending infrastructure systems in an unwise manner."

The Residential Areas Framework Plan identifies the subject property as part of Site "C" (p.45), which is an approximately 360-acre farmland holding known as the Heisley Property, predominantly north of Dean Street:

"Should the Heisley Property ever develop, Rural Single Family Residential is recommended, with designated open space areas protecting and preserving the site's environmental features."

Considerations:

- Future land use of the subject property and surrounding properties outside of the City limits is identified as Rural Single Family Residential, with the Heisley Property in particular called out for this land use. The subject property is a small portion of the Heisley Property, separated from the remainder of the land holdings by Dean Street. If the subject property develops for a different land use, the remainder of the Heisley Property could still develop as single-family residential.
- The Comprehensive Plan does not identify specific locations where senior housing is recommended but calls out the importance of providing more housing options for seniors in appropriate locations. The subject property is not located in immediate proximity to services; however, the property has decent access to Rt 64 via Peck Road.

II. PROPOSAL

Dover Development, LLC is under contract to purchase the subject property. The Concept Plan submitted for feedback proposes the following:

- Annexation to City of St. Charles
- Two phases of development-
 - Phase 1: Senior assisted living/memory care facility
 - East end of site
 - 77,000 sf
 - 87 units; 60 assisted living units & 27 memory care units
 - 28' building height
 - Stormwater detention
 - Phase 2: Independent living cottages
 - West end of site
 - 16 buildings with 4 units each; 64 units total
 - Clubhouse
 - Dog park
 - Age restricted to 55 and older
 - Leased month-to-month, similar to assisted living
- Two access drives off Dean Street
- Internal network of sidewalks
- Both phases to be owned and managed by a single LLC

III. CONCEPT PLAN REVIEW PROCESS

The purpose of the Concept Plan review is to enable the applicant to obtain informal input on a concept prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. The Concept Plan process also serves as a forum for citizens and owners of neighboring property to ask questions and express their concerns and views regarding the potential development. Following the conclusion of the Concept Plan review, the developer can decide whether to formally pursue the project.

IV. PLANNING ANALYSIS

Staff has analyzed the Concept Plan to determine the ability of future plans based on the Concept Plan to meet applicable standards of the Zoning and Subdivision ordinances. The plan was reviewed against the following code sections and documents:

- Ch. 17.12 Residential Districts
- Ch. 17.26 Landscaping & Screening
- Title 16- Subdivisions & Land Improvement

A. Proposed Zoning

The applicant has identified two potential zoning designations to accommodate the proposed development: RM-2 and RM-3. Staff considered factors including the zoning district purpose statements, density, bulk regulations, uses, and surrounding zoning to determine which district – RM-2 or RM-3 – would be most appropriate.

Purpose Statements: The purpose statements for each district are provided in the Zoning Ordinance, as follows:

RM-2 Medium Density Multi-Family Residential District – *"The purpose of the RM-2 District is to accommodate a range of housing densities and a variety of housing types and styles, with a maximum density of approximately 10 units per acre. The RM-2 District also provides for limited institutional uses that are compatible with surrounding residential neighborhoods."*

RM-3 General Residential District – *"The purpose of the RM-3 District is to accommodate a range of housing densities, including higher density residential up to approximately 20 units per acre, at locations that will provide efficient use of land and infrastructure. The RM-3 District also provides for limited institutional uses that are compatible with surrounding residential neighborhoods."*

Density: Proposed density for Phase 1 (assisted living) is approximately 7 units per acre. Proposed density for Phase 2 (independent living cottages) is approximately 6 units per acre.

Bulk Regulations: The bulk regulations for each district are similar. The RM-3 District allows for additional building coverage and building height, which are not needed to accommodate the proposal. Another difference is that the RM-3 District requires a 30' rear setback with landscape buffering. The RM-2 District requires a 25' rear setback with no landscape buffering. The rear setback would apply along the south property line. The Great Western Trail falls between the subject property and Renaux Manor subdivision to the south. The width of the trail parcels vary from 100' to 200'. The trail is heavily wooded and raised up from grade of the subject property. Given these factors, a larger setback and additional landscape buffering along the south is unnecessary to provide separation from the south.

Uses: Both districts allow the proposed 4-plex independent living cottages. The product would be considered a “Townhouse”, based on the zoning ordinance definition of “Townhouse Dwelling”:

“A building with three (3) or more dwelling units arranged side-by-side, sharing common fire-resistive walls without openings, where each dwelling unit occupies an exclusive vertical space with no other dwelling unit above or below, and where each dwelling unit has at least one (1) individual exit directly to the outdoors.”

The assisted living component would be considered an “Assisted Living Facility”, defined in the zoning ordinance as follows:

“A facility providing residential accommodations and daily assistance for elderly or disabled residents that meets the definition of assisted living established in the Assisted Living and Shared Housing Act.”

Assisted Living Facility is a permitted use in the RM-3 District and a Special Use in the RM-2 District.

Surrounding Zoning: Kane County F- Farming zoning surrounds the subject property on three sides. RS-3 Suburban Single-Family Residential is the zoning of Renaux Manor to the south. The nearest multi-family residential zoning is RM-1, for the Remington Glen townhomes east of Peck Road off Woodward Drive.

Staff Comments:

- ✓ Given the factors considered above, staff believes the RM-2 District is the most appropriate zoning designation for the proposed development.
- ✓ PUD Considerations:
 - A PUD may be appropriate to accommodate the unique nature of this development.
 - If a PUD is requested, the City would need to find that the PUD is in the “public interest” based on a set of criteria and considerations as listed in the Zoning Ordinance.
 - Through a PUD, deviations from certain zoning requirements can be requested, in exchange for project elements that exceed zoning requirements. This may mean higher quality building architecture or increased landscaping.
 - A PUD deviation could be requested to allow “Assisted Living Facility” as a permitted use, so that separate Special Use approval wouldn’t be required.

B. Bulk Standards / Site Plan

The applicant has indicated that the development will be platted as a single lot for each phase (assisted living and independent living cottages), as the entire development will be under single ownership. The bulk standards below were applied based on an approximate land area of 12 acres for the assisted living component and 11 acres for the independent living component. The table below compares the Concept Plan with the RM-2 District bulk standards.

Category	RM-2 District (potential zoning)	Concept Plan
Min. Lot Area	Townhouse: 4,300 sf per unit Other uses: 10,000 sf	Cottages: approx. 7,500 sf per unit (11 acres total) Assisted living: approx. 12 acres

Min. Lot Width	Townhouse: 24 feet per unit Other uses: 65 ft	Cottages: approx. 1,000 ft (Dean St) Assisted living: approx. 725 ft (Dean St)
Max. Building Coverage	35%	Cottages: approx. 30% Assisted living: approx. 15%
Max. Building Height	35 ft / 3 stories	Cottages: TBD Assisted living: 28'
Min. Front Yard	30 ft	Dean St: 40 ft
Min. Interior Side Yard	Townhouse: 10 ft Other: 25 ft	East: 210 ft West: 20 ft
Min. Rear Yard	25 ft	South: 20 ft
Parking	Assisted living: 0.25 spaces per unit = 22 spaces Townhomes: 2 spaces per unit	Assisted living: 47 spaces Townhomes: TBD

Staff Comments:

- ✓ The proposed plan meets all bulk requirements of the RM-3 District, except the interior side and rear yards. The cottages are 20 feet from both the west and south lot lines; 25 feet is required. While a reduced setback could be requested as part of a PUD, the buildings could easily be set back 5 feet further to meet the setback requirement.
- ✓ The 30' front setback along Dean Street is met with a 40' setback for the cottages and 160' for the assisted living facility. A larger building setback is recommended for the cottages backing up to Dean Street, to provide additional privacy for residents and to support the semi-rural character of Dean Street in this area.
- ✓ The assisted living facility requires 22 parking spaces; 47 are proposed, not including the 26 additional spaces adjacent to and across from the clubhouse. A reduced parking count is recommended.
- ✓ Each cottage driveway is shared between two units, with space for 1 parked car on each side. It appears that each unit will also have a 1-car front-loaded garage, however building elevations/floorplans have not been submitted to confirm. If this is the case, each unit will have 2 spaces. Additional parking is provided adjacent to the clubhouse (26 spaces). On-street parking would not be permitted based on the roadway width as shown.
- ✓ No more than one building is permitted per lot in residential districts (Sec. 17.22.010). This would require that each 4-plex be platted on a separate lot, which would then result in issues complying with building setbacks. The applicant intends to plat the independent living portion of the property (the western portion) as a single lot under common ownership. A deviation to allow more than one building on a lot can be requested as part of a PUD.

C. Site Access / Internal Roadways / Traffic:

The subject property fronts Dean Street which is a St. Charles Township road. Per State Statute, annexation of the property will include the full width of the adjacent Dean Street right-of-way.

Two two-way driveways off Dean Street are proposed for site access. Internal cross-access is shown between the two phases of the development. All internal streets will be privately owned and maintained. Streets within the cottage area are 24' in width, with 5' carriage walk-style sidewalks on both sides of the streets.

Staff Comments:

- ✓ Streets must be a minimum of 27' in width to allow on-street parking on one side of the street. Streets should be widened as such to accommodate additional parking and to avoid access issues for emergency vehicles should vehicles be parked on the street.
- ✓ Auto-turn analysis will be required to ensure adequate emergency vehicle access around the site.
- ✓ A path connection to the Great Western Trail is recommended. This connection is recommended within the western portion of the site due to topography and to limit security risk for the assisted living/memory care residents.
- ✓ Walking paths are recommended around the detention pond.
- ✓ Staff debated whether to require the developer to improve Dean Street with curb, gutter, storm sewer, streetlights and sidewalks (making it an 'urban street'), but decided instead to allow it to remain a 'rural street' with ditches because nearby portions of Dean Street are not urbanized. Staff have advised the applicant that a fee to repave Dean Street after construction is completed will be required instead.
- ✓ A Traffic Impact Study will be required if the development moves forward. The TIS will need to include the following:
 - Anticipated traffic generation.
 - Impact to surrounding roadways and intersections.
 - Analysis of adequacy of site access.
 - Analysis of line of sight for driveways off Dean Street.
 - Internal drive layout.

D. Landscaping

A conceptual landscape plan has not been provided. Based on the site layout, there is adequate space for required landscaping and to meet the 20% open space requirement.

Landscaping will be subject to the standards of Ch. 17.26 "Landscaping". This includes street frontage landscaping along Dean Street, building foundation landscaping for the assisted living facility, parking lot landscaping, and free standing sign landscaping.

Staff Comments:

- ✓ Landscaping along Dean Street will need to be planned cohesively along the frontage of both phases and should be designed to provide screening for residents and to promote the semi-rural character of the area.
- ✓ A Tree Preservation Plan will be required. Effort shall be made to preserve high quality trees to the greatest extent possible, particularly within open space locations and along the outer boundary of the development.

E. Building Design

Renderings have not been submitted as part of the Concept Plan. Both the assisted living facility and independent living cottages will be subject to the design standards and guidelines for multi-family zoning districts (Section 17.06.050). Requirements pertain to building placement, façade articulation, roof forms, and building materials (ex- vinyl siding is prohibited).

Staff Comments:

- ✓ Townhouse units each require a private yard of at least 200 sf, directly accessible by a door or stair. The yard shall be landscaped with turf, plantings, and/or patios. Given the intention for open space between buildings to be commonly maintained, it is unclear

whether private yards will be proposed. A deviation from this requirement could be requested through a PUD.

V. DEPARTMENTAL REVIEWS

A. Engineering Review

The development will be subject to the Kane County Stormwater Ordinance. One stormwater detention basin is proposed, at the east end of the property. This basin is intended to serve all phases of the development and will need to be completed with Phase 1. Off-site stormwater improvements, such as storm sewer extension, may be required. Stormwater cannot be routed to neighboring lots. Engineering plans will be reviewed by Kane County as well as the City, due to the location of the property.

The applicant submitted a preliminary wetland delineation report that identified two wetlands on the site (0.15 and 0.37 acres). The U.S. Army Corps of Engineers (USACE) will need to determine whether these wetlands fall under federal jurisdiction. Any impacts to federal jurisdictional wetlands will require a permit from the USACE. Impacts to wetlands not under federal jurisdiction would be considered isolated and would require a permit from the Kane County Water Resources Department.

B. Public Works Review

City utilities will need to be extended to serve the proposed development, including water, sanitary sewer, and electric. The City will assess water needs and how those water needs can be met with utility extensions. At this moment, staff anticipate that water main will need to be extended from existing water main on Peck Road to the intersection of Dean Street, and from water main on Dean Street approx. 4,000 feet east of the subject property, in order to provide necessary looping.

A sanitary sewer capacity study will need to be conducted to determine sanitary requirements for this development.

Roadways within the development must be in accordance with the St. Charles Complete Streets policy. The policy states that private developments should include complete streets elements, meaning roads should be safe for a variety of users. Sidewalks on both sides of streets are encouraged; a multi-use trail through the development is another option. All road crossings should be safe for pedestrians. Direct connection to the Great Western Trail should be provided.

C. Fire Dept. Review

The subject property is located in the Fox River and Countryside Fire District but if annexed to St. Charles would be served by the St. Charles Fire Department.

A truck turning exhibit will need to be provided to ensure Fire Department access throughout the site.

An access drive will need to be extended to the southeast corner of the assisted living facility, with adequate turn-around provided. Both phases will require fire sprinklers.

VI. DEVELOPER CONTRIBUTIONS

The applicant has requested that both phases of the development (assisted living and independent living) be exempt from school, park, and inclusionary housing fees due to the age-restricted component of the development.

Staff has determined that the assisted living facility (phase 1) is not subject to the school, park, or inclusionary housing contribution requirements, as the use is considered institutional rather than residential. However, staff believes that the independent living component (phase 2) should be subject to the Inclusionary Housing Ordinance and Park land/cash requirements, at a minimum. Staff is awaiting feedback from both D303 and the Park District regarding this request.

A. Inclusionary Housing

Phase 2 of this development will be subject to the Inclusionary Housing Ordinance, Title 19 of the City Code. The affordable unit requirement for the proposed 64 units is 6.4 units (10%). A fee worksheet has been submitted indicating the applicant's intent to pay a fee in-lieu of providing affordable units. Based on a fee in-lieu amount of \$36,718 per required affordable townhome unit, a total fee in-lieu amount of \$234,995.20 would be due at the time of building permit and would be placed into the City's Housing Trust Fund to support affordable housing initiatives.

B. School District

The subject property is within St. Charles Community Unit School District 303. The Concept Plan and a land-cash worksheet pertaining to Ch. 16.10 "Dedications" of the Subdivision Code have been provided to the School District for review. If Phase 2 is determined not to be exempt regardless of the age-restricted component of the development, a cash contribution of \$104,714.90 to D303 would be due prior to issuance of building permit.

C. Park District

The subject property is within the St. Charles Park District boundary. The Concept Plan and a land-cash worksheet have been provided to the Park District for review. If Phase 2 is determined not to be exempt regardless of the age-restricted component of the development, a cash contribution of \$306,300.80 to the Park District would be due prior to issuance of building permit.

VII. FUTURE APPROVAL PROCESS

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the following applications would need to be approved by the City to entitle the development. Note- this process includes a request for PUD:

Step One (applications to be filed concurrently):

1. Annexation: To annex the property into the City of St. Charles.
2. Map Amendment: To rezone the property from RE-1 (automatic zoning of newly annexed property) to RM-2.
3. Special Use for PUD: To create a unique development ordinance for the property.
4. PUD Preliminary Plan: To approve preliminary plans including Preliminary Plat of Subdivision, preliminary engineering, landscape plan, and building elevations.

Step Two (applications to be filed concurrently):

1. PUD Final Plan: To approve final engineering plans.
2. Final Plat of Subdivision: Approval of the actual plat document that will be recorded with Kane County to formally create the subdivision.

After Final Plat (with final engineering) approval, the developer could then submit permit applications for site development work and building construction.

VIII. SUGGESTED ACTION

Review the Concept Plan and provide comments to the applicant. Staff recommends the Commission provide feedback on the following:

- ✓ Compatibility with the Comprehensive Plan's rural single-family land use identified for the subject property and stated need for additional senior housing options.
- ✓ Proposed land use and compatibility with surrounding development.
- ✓ Site layout – land uses, driveways, internal streets, detention areas, etc.
- ✓ Whether a path connection to the Great Western Trail should be required.
- ✓ Zoning:
 - a. RM-2 District designation.
 - b. Planned Unit Development – Is a PUD appropriate or desirable for this project? Does the plan adequately advance one or more of the purposes of the PUD procedure:
 1. *To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.*
 2. *To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.*
 3. *To encourage a harmonious mix of land uses and a variety of housing types and prices.*
 4. *To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.*
 5. *To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.*
 6. *To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.*
 7. *To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community*

IX. ATTACHMENTS

- Application for Concept Plan; received 11/18/2025
- Plans

City of St. Charles
Community Development Division
2 E. Main Street
St. Charles, IL 60174



Phone: (630) 377-4443
Email: cd@stcharlesil.gov

CONCEPT PLAN APPLICATION

For City Use	
Project Name:	Cedarchurst of St. Charles
Project Number:	2025 -PR- 011
Cityview Project Number:	PLCP 2025 00119

Received Date

RECEIVED

NOV 18 2025

City of St. Charles
Community Development

- File this application to request review of a Concept Plan for a property.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness prior to scheduling a Plan Commission review, followed by review by the Planning & Development Committee of the City Council.

1. Property Information:	Location: West of the southwest corner of Dean St. & Peck Rd.		
	Parcel Number (s): 09-30-[REDACTED] 6, 09-30-228-005, 09-30-228-006, 09-29-100-012		
	Proposed Name: Cedarchurst of St. Charles		
2. Applicant Information:	Name: Dover Development, LLC	Phone: 314-884-8968	
	Address: 300 Hannibal Ave., Suite 200 Saint Louis, MO 63124	Email: ndwyer@dover-development.com	
3. Record Owner Information:	Name: AGNES M. HEISLEY 2004 TRUST c/o Brian McGrail	Phone: 312-456-2555	
	Address: 70 W. Madison St., Suite 5600, Chicago, IL 60602	Email: bmcgrail@heico-acq.com	

4. Identify the Type of Application:

PUD Concept Plan Proposed PUD Name: _____

Subdivision Concept Plan Proposed Subdivision Name: _____

Other Concept Plan

5. Zoning & Use Information:

Current zoning of the property: Select

Current use of the property: Unincorporated, agricultural

Comprehensive Plan designation of the property: Single Family Attached Residential

Is the property a designated Landmark or in a Historic District? No

Proposed zoning of the property: RM-3 General Residential District

PUD? No

Proposed use of the property: Senior Living community. Proposed RM2 / RM3, looking for city direction

6. Required Attachments:

Provide 1 copy of each required item, unless otherwise noted.

REIMBURSEMENT OF FEES AGREEMENT: An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

REIMBURSEMENT OF FEES INITIAL DEPOSIT: Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$2,000	\$3,000	\$4,000	\$5,000
2 or 3	\$3,000	\$5,000	\$6,000	\$8,000
4 or more	\$4,000	\$6,000	\$8,000	\$11,000

PROOF OF OWNERSHIP: a) A current title policy report; or
b) A deed and a current title search

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there are any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

OWNERSHIP DISCLOSURE: Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

LETTER OF AUTHORIZATION: If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the Concept Plan application with the City of St. Charles for the subject property.

LEGAL DESCRIPTION: For entire subject property, on 8 ½ x 11 inch paper and Microsoft Word file.

PLAT OF SURVEY: A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

SUMMARY OF DEVELOPMENT: Written statement describing the proposed development. Include the following information:

- Proposed land use(s), number of type(s) of residential units, building coverage, building height, and floor area for nonresidential uses.
- Planning objectives to be achieved and public purposes to be served by the development
- Explanation of the rationale behind the proposal
- Anticipated exceptions or departures from zoning and subdivision requirements, if any

PARK AND SCHOOL LAND/CASH WORKSHEETS: *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.

INCLUSIONARY HOUSING WORKSHEET: *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.

ZONING COMPLIANCE TABLE: Use the attached worksheet to compare applicable Zoning District and/or PUD requirements and the proposed development. Use the Residential table for residential developments and the Nonresidential table for nonresidential developments.

KANE COUNTY TRANSPORTATION IMPACT FEE: The Kane County Road Improvement Fee Ordinance applies to new residential and non-residential development within Kane County. The impact fee is determined by Kane County upon submittal of an application to Kane County Department of Transportation at the time of building permit. At this stage, the Impact Fee Estimator Tool can be used to estimate the cost of the fee: <http://kdot.countyofkane.org/Pages/Impact-Fees.aspx>

LIST OF PROPERTY OWNERS WITHIN 250 FT: Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gitech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html

AERIAL PHOTO: Aerial photo of the subject property and surrounding property at a scale of not less than 1"=400', preferable at the same scale as the Concept Plan.

PLANS: All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project.

Copies: Ten (10) full size copies and PDF electronic file emailed to: cd@stcharlesil.gov

****See next page****

Concept Plans shall show the following information:

1. Existing Features:

- Name of project, north arrow, scale, date
- Property boundaries with approximate dimensions and acreage
- Existing streets on and adjacent to the subject property
- Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.

2. Proposed Features:

- Name of project, north arrow, scale, date
- Property boundaries with approximate dimensions and acreage
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.

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

Emily Houghstader, Trustee 11/6/25
Record Owner Date

 N. J. Dunn 10/3/25
Applicant or Authorized Agent Date

City of St. Charles
Community Development Division
Attn: Ellen Johnson
2 E. Main Street
St. Charles, IL 60174

October 3, 2025

RE: Dover Development Concept Plan Application – Cedarhurst of St. Charles

On behalf of Dover Development, LLC, we respectfully submit this Concept Plan application for a proposed senior housing community, Cedarhurst of St. Charles.

Dover Development is currently under contract to acquire approximately 22.97 acres of land located in unincorporated Kane County. The property, presently used for agricultural purposes, comprises four parcels identified by PINs: 09-30-228-016, 09-30-228-005, 09-30-228-006, and 09-29-100-012. The site fronts Dean Street, situated west of the southwest corner of Dean Street and Peck Road.

Headquartered in St. Louis, MO, Dover Development's operating company, **Cedarhurst Senior Living**, manages more than 4,200 units of independent living, assisted living, and memory care across 50+ communities throughout the Midwest and Southeast.

We are proposing a two-phase development:

- Phase I will include construction of the primary senior living building and a stormwater retention pond. The building will be approximately 77,000 square feet and consist of 87 total units—60 for assisted living and 27 for memory care. This primary building's maximum height is approximately 28 ft.
- Phase II will include 64 independent living cottages and a clubhouse.

Due to the nature of the proposed use, Dover Development respectfully requests that both phases be exempt from school, park, and affordable housing impact fees. The community will be age-restricted to residents 55 and older, with the average resident age anticipated to be approximately 85. As such, there will be no impact on local school enrollment or park usage. In addition, while the independent living cottages do not receive direct assistance, the services provided—such as housekeeping and meal plans—address a growing need for service-enriched housing for seniors who are struggling to keep up with activities of daily living. We believe the affordable housing impact fee should not apply to either phase of the development. The accompanying impact fee worksheet includes calculations only for the independent living cottages.



300 Hunter Ave Suite 200, St. Louis, MO 63124

dover-development.com

The objective of this Concept Plan application is to obtain initial feedback and direction regarding appropriate zoning for the project—whether through RM-2 with a conditional use permit or RM-3 zoning. We believe both zoning classifications are suitable, and welcome staff input on this matter.

Additionally, we would appreciate high-level feedback regarding utility infrastructure, and we would like to initiate the sanitary sewer and water capacity analysis process. Clarification on impact fees for Phase II—and the potential to have these fees waived based on the nature of the project—will be instrumental in advancing that phase of the development. Feedback regarding electrical service would be helpful as well. Finally, we have included a wetland report from Gary R Weber Associates, and we would like to make sure the Village's wetland consultant is in agreeance with that report as part of this process.

We appreciate your consideration and look forward to collaborating with the City of St. Charles as we move this project forward.

Sincerely,

Nick Dwyer
Dover Development, LLC

HEISLEY FAMILY OFFICE

70 WEST MADISON STREET, SUITE 5600
CHICAGO, ILLINOIS 60602

TELEPHONE (312) 419-8220

October 21, 2025

City of St. Charles Plan Commission:

In my role as Trustee of the Agnes M. Heisley 2004 Trust (the "Trust"), I have entered into a Purchase and Sale Agreement (the "Agreement") with Dover Development, LLC ("Dover") whereby Dover plans to purchase from the Trust four parcels of real property located in Kane County (the "Property"), identified by the following PIN's:

09-30-228-016

09-30-228-005

09-30-228-006

09-29-100-012

It is my understanding from Dover representatives that you require this Letter of Authorization to allow Dover to file a Concept Plan application with the City of St. Charles related to their anticipated purchase.

The filing of such Concept Plan is authorized, but only to the extent such filing provides assurances to Dover of the City's "anticipated" approval of Dover's Concept Plan application and any associated rezoning applications, annexation applications, and any related or ancillary agreements required by the City in connection therewith. Dover is not authorized to take any action that will be binding with respect to the Property until such time as the closing on their purchase has occurred and they become the owner of the parcels listed above.

Best regards,



Emily Heisley Stoeckel, Trustee
Agnes M. Heisley 2004 Trust

OWNERSHIP DISCLOSURE FORM

LAND TRUST

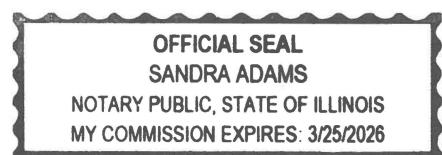
STATE OF ILLINOIS)
)
COOK SS.
KANE COUNTY)

I, Emily Heisley Stocker, being first duly sworn on oath depose and say that I am
Trustee ^{the} Trust Officer of AGNES M. HEISLEY 2004 TRUST, AS RESTATED, on 9/30/24
and that the following
persons are all of the beneficiaries of Land Trust No. _____:

By: Frank W. McDaniel, Jr., Trust Officer

Subscribed and Sworn before me this 21st day of
October, 20 25.

Notary Public



PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development:	Cedarhurst of St. Charles
Date Submitted:	10/30/2025
Prepared by:	Dover Development

Total Dwelling Units: Phase II - 64 units

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction:

**If the proposed subdivision contains an existing residential dwelling unit, a credit calculated as a reduction of the estimated population for the dwelling is available. Please request a worksheet from the City.*

Estimated Population Yield:

Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
Attached Single Family			
➤ 1 Bedroom		DU x 1.193	=
➤ 2 Bedroom	64	DU x 1.990	= 127.36
➤ 3 Bedroom		DU x 2.392	=
➤ 4 Bedroom		DU x 3.145	=
Apartments			
➤ Efficiency		DU x 1.294	=
➤ 1 Bedroom		DU x 1.758	=
➤ 2 Bedroom		DU x 1.914	=
➤ 3 Bedroom		DU x 3.053	=

Totals:

64

127.36

Total Dwelling Units
(with deduction, if applicable)

Estimated Total Population

Park Site Requirements:

Estimated Total Population: 127.36 x .010 Acres per capita = 1.2736 Acres

Cash in lieu of requirements:

Total Site Acres: 1.2736 x \$240,500 (Fair Market Value per Improved Land) = \$ 306,300.80

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development: Cedarhurst of St. Charles
 Date Submitted:
 Prepared by:

Total Dwelling Units: Phase II - 64

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction:

**If the proposed subdivision contains an existing dwelling unit, a credit is available calculated as a reduction of the estimated population for the dwelling. Please request a worksheet from the City.*

Estimated Student Yield by Grades:

Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)		Middle (Grades 6 to 8)		High (Grades 9 to 12)				
Detached Single Family										
➤ 3 Bedroom		DU x .369	=	DU x .173	=	DU x .184	=			
➤ 4 Bedroom		DU x .530	=	DU x .298	=	DU x .360	=			
➤ 5 Bedroom		DU x .345	=	DU x .248	=	DU x .300	=			
Attached Single Family										
➤ 1 Bedroom		DU x .000	=	DU x .000	=	DU x .000	=			
➤ 2 Bedroom	64	DU x .088	=	5.632	DU x .048	=	3.072	DU x .038	=	2.432
➤ 3 Bedroom		DU x .234	=	DU x .058	=	DU x .059	=			
➤ 4 Bedroom		DU x .322	=	DU x .154	=	DU x .173	=			
Apartments										
➤ Efficiency		DU x .000	=	DU x .000	=	DU x .000	=			
➤ 1 Bedroom		DU x .002	=	DU x .001	=	DU x .001	=			
➤ 2 Bedroom		DU x .086	=	DU x .042	=	DU x .046	=			
➤ 3 Bedroom		DU x .234	=	DU x .123	=	DU x .118	=			
Totals:	64	TDU		5.632	TE	3.072	TM		2.432	TH
(with deduction, if applicable)										

School Site Requirements:

Type	# of students	Acres per student	Site Acres
Elementary (TE)	5.632	x .025	= 0.1408
Middle (TM)	3.072	x .0389	= 0.119501
High (TH)	2.432	x .072	= 0.175104

Total Site Acres: 0.435405

Cash in lieu of requirements:

0.435405	(Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$	104,714.90
--	---	--

INCLUSIONARY HOUSING WORKSHEET

Name of Development: Cedarhurst of St. Charles

Date Submitted:

Use this worksheet to determine the affordable unit requirement for the proposed development and to propose how the development will meet the Inclusionary Housing requirements of Title 19.

1) Calculate the number of affordable units required:

Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units		X	5%	=	
More than 15 Units	64	X	10%	=	6.4

2) How will the Inclusionary Housing requirement be met?

- Provide on-site affordable units
- Pay a fee in-lieu of providing affordable units (calculate fee in-lieu below)
- Provide a mixture of affordable units and fee in-lieu
 - # of affordable units to be provided:
 - Amount of fee in-lieu to be paid (calculate below):

Fee In-Lieu Payment Calculation

Multi-Family Development:

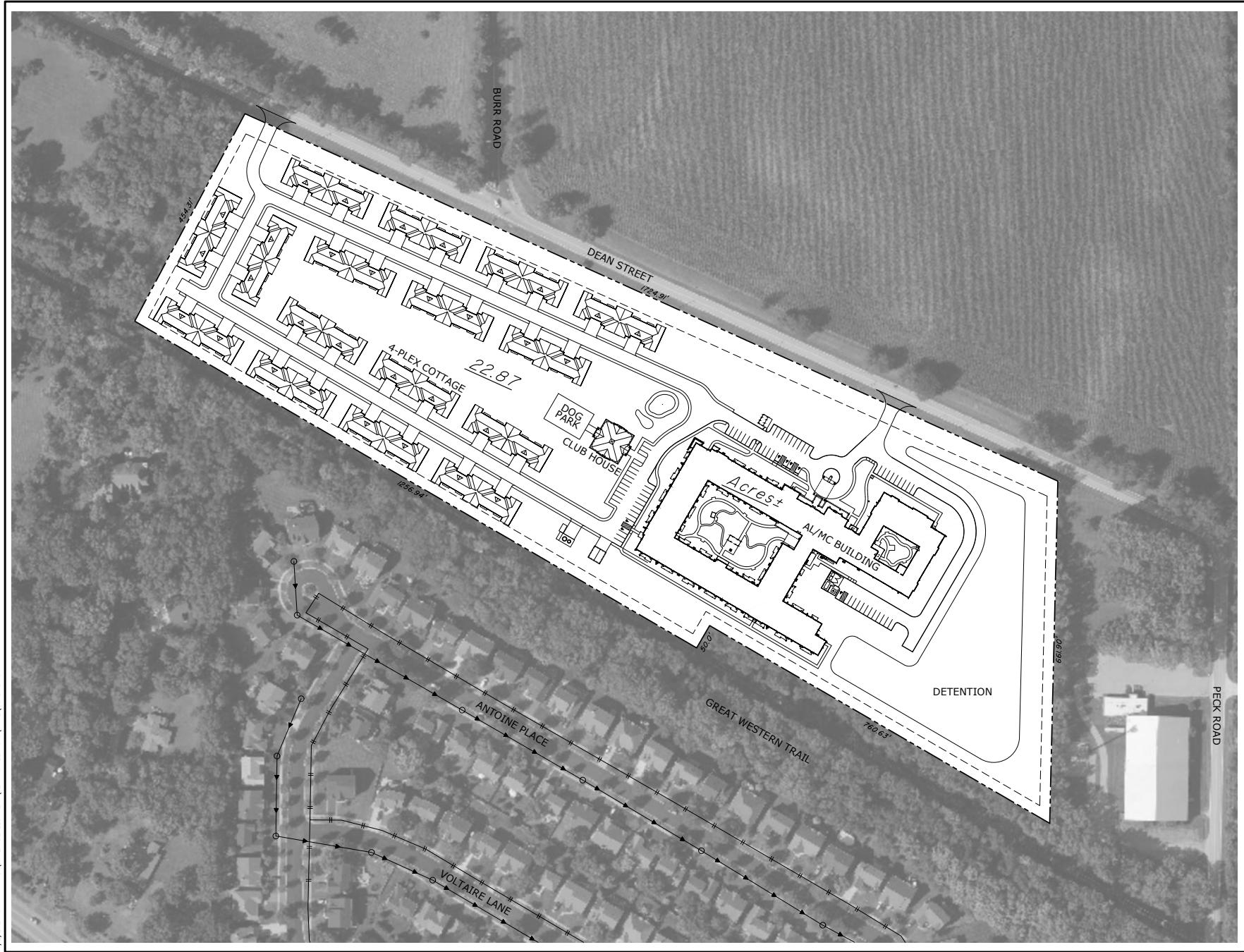
# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
		X	\$52,454	=	

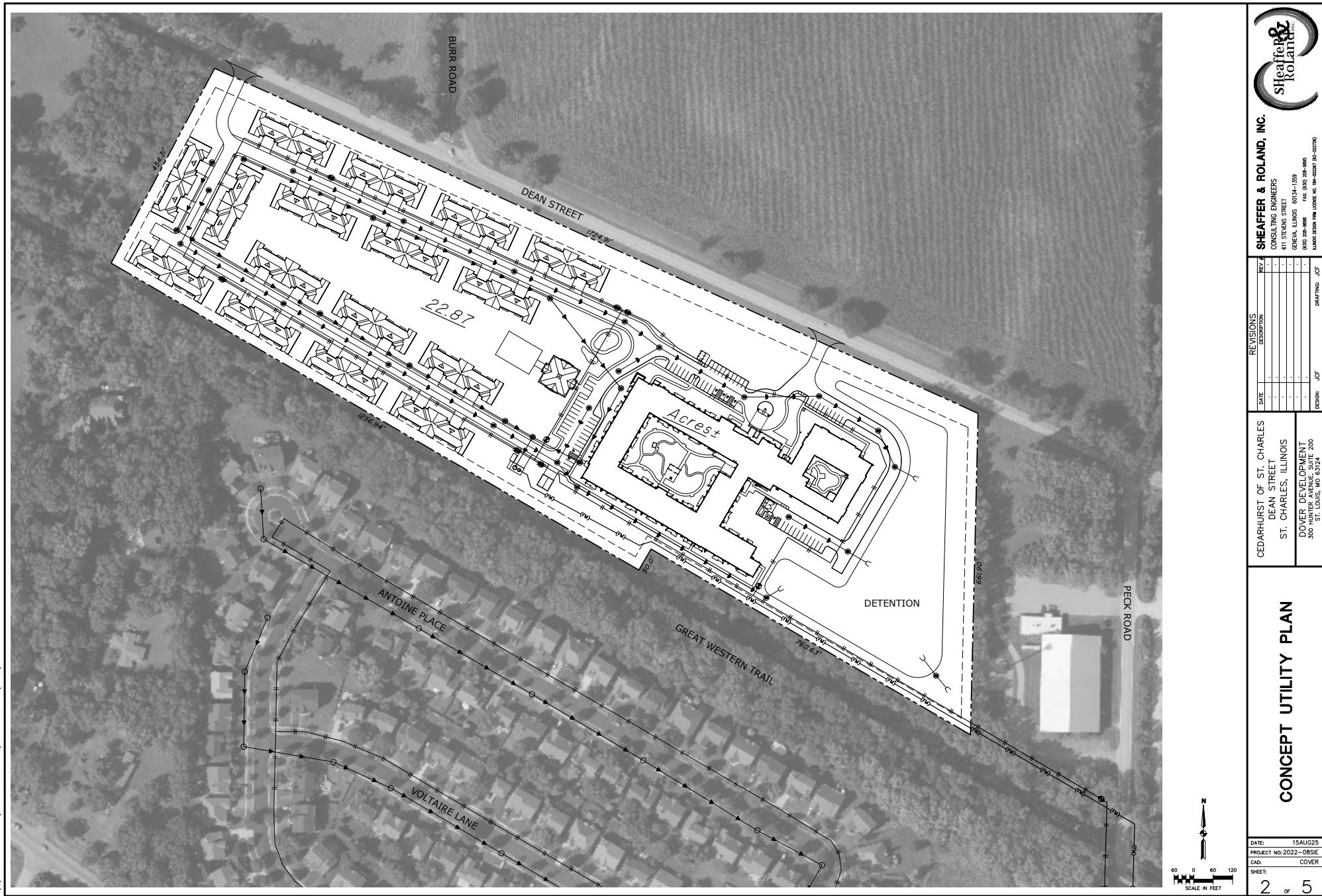
Single-Family Attached (Townhouse) / Two-Family Development:

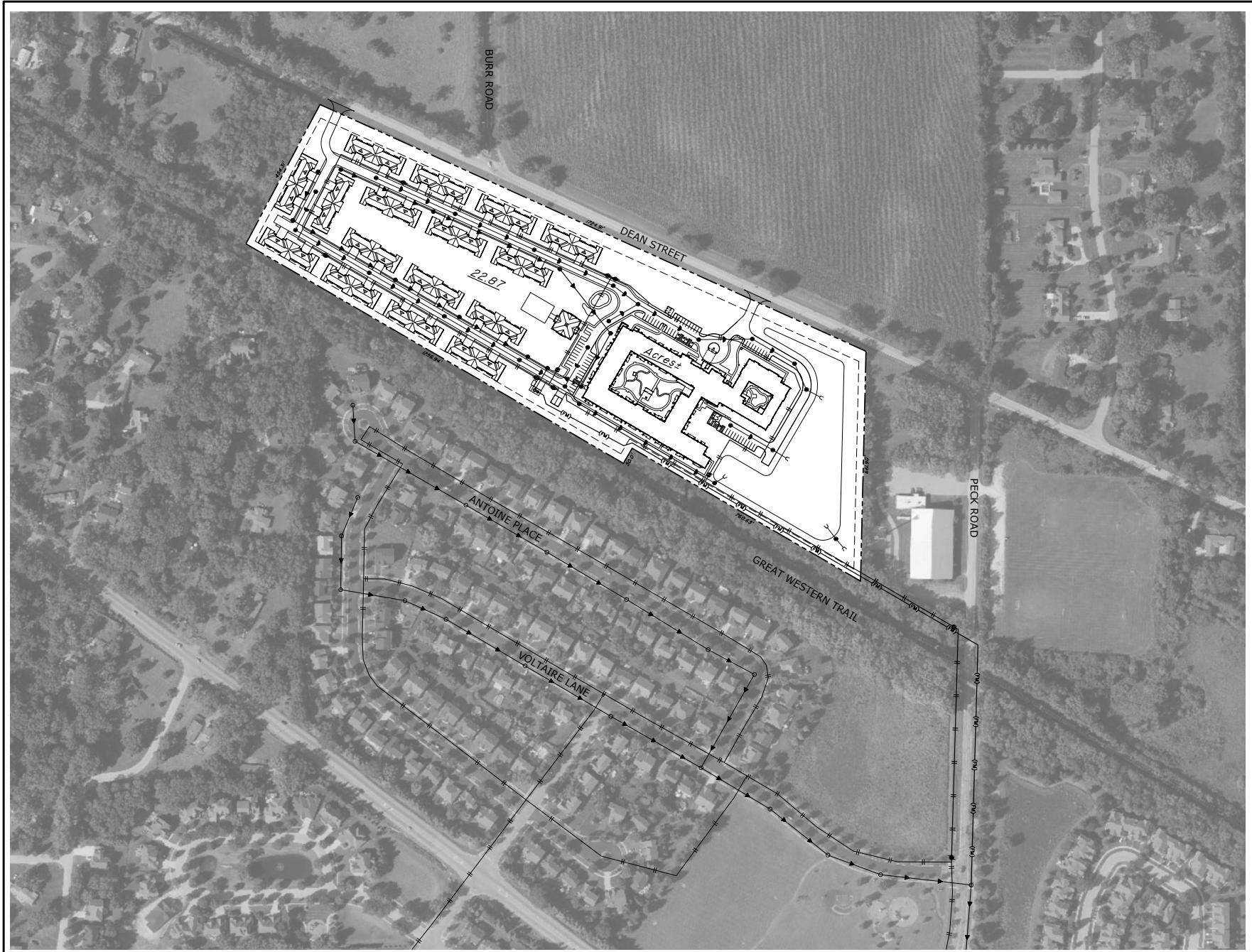
# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
6.4	6.4	X	\$36,718	=	\$234,995.20

Single-Family Development:

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
		X	\$20,982	=	







CONCEPT UTILITY PLAN OFFSITE CONNECTIONS

CEDARHURST OF ST. CHARLES
DEAN STREET
ST. CHARLES, ILLINOIS
DOVER DEVELOPMENT
300 HUNTER AVENUE, SUITE 200
ST. LOUIS, MO 63124

REVISIONS
REV 7
DATE: _____
DESCRIPTION: _____
CONSULTING ENGINEERS
611 STEVENS STREET
GENEVA, ILLINOIS 60134-1359
(847) 266-8800
FAX: (847) 266-8806
LAWRENCE M. KLEIN, INC. LICENSE NO. 114-00297 (KC-22724)
DRAFTING: JCF
DESIGN: JCF

DATE: 15AUG25
PROJECT NO: 2022-0851
CAD: COVER
SHEET: 3

SCALE IN FEET
0 60 120

5







The logo for Sheaffer & Roland, Inc. It features the company name in a stylized, serif font, with a small ampersand between "Sheaffer" and "Roland". The word "inc." is in a smaller font to the right. The logo is set against a dark background with a curved, light-colored swoosh graphic.

REVISIONS		DATE	REVISION DESCRIPTION	REV.
PHURST OF ST. CHARLES		-		-
DEAN STREET		-		-
ST. CHARLES, ILLINOIS		-		-
100 HUNTER AVENUE, SUITE 200		-		-
GENEVA, ILLINOIS 60134-1459		-		-
(847) 266-9800		-		-
FAX: (847) 266-9805		-		-
E-MAIL: ACI-ROLAND@AOL.COM		-		-

CEDA
S
[
3

AERIAL EXHIBIT

DATE: 15AUG21
PROJECT NO: 2022-08S
CAD: AERIAL EXHIBIT
SHEET: 80

5 OF 5

 CITY OF ST. CHARLES <small>ILLINOIS • 1834</small>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 4d
	Title:	Recommendation to approve a Right of Way License Agreement with STC 1117, LLC for an Entrance Stairwell located in Public Sidewalk along Walnut Ave. (11-17 S. 2 nd Ave.)	
	Presenter:	Russell Colby	
Meeting: Planning & Development Committee		Date: January 12, 2026	
Proposed Cost:	Budgeted Amount: \$0	Not Budgeted:	<input type="checkbox"/>
Executive Summary (if not budgeted please explain):			
<p>STC 1117, owner of 11-17 S. 2nd Ave., represented by Curt Hurst, is renovating the building and creating a new business entrance at the south end of the building fronting on Walnut Ave.</p> <p>A stairwell is proposed within the Walnut Street right-of-way, encroaching 4.5 ft. in to the public sidewalk. Evidence exists on the building that a stairwell existed here in the past.</p> <p>This type of private improvement located with street right-of-way requires a license agreement between the property owner and the City. The license agreement will provide for maintenance, indemnity, and insurance for the private improvement by the property owner.</p> <p>Staff has reviewed the plans for the improvements to ensure that the functionality of the sidewalk will be maintained.</p> <p>The license agreement is a standard form used for other locations within downtown.</p>			
Attachments (please list):			
Photo, Draft License Agreement			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Right of Way License Agreement with STC 1117, LLC for an Entrance Stairwell located in Public Sidewalk along Walnut Ave. (11-17 S. 2 nd Ave.)			

Entrance Stairwell location



City of St. Charles, Illinois

Resolution No. 2026- ____

A Resolution Authorizing the Mayor and City Council to a Right-of-Way License Agreement between the City of St. Charles and STC 1117, LLC (11-17 S. 2nd Ave.)

**Presented & Passed by the
City Council on _____**

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____th day of ____, 2026.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____th day of ____, 2026.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____th day of ____, 2026.

Clint Hull, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

<p>Prepared by:</p> <p>City of St. Charles 2 E. Main St. St. Charles, IL 60174</p>	<p>For Recorder's Use Only</p>
--	--------------------------------

RIGHT-OF-WAY LICENSE AGREEMENT

This RIGHT-OF-WAY LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this ____ day of _____, 2026, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and STC 1117 LLC, LLC, an Illinois Limited Liability Corporation (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use public right-of-way known as Walnut Avenue ("Walnut Avenue ROW"), as depicted on Exhibit "A", immediately adjacent to the building located at 11-17 S. 2nd Avenue, legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Licensee owns the 11-17 S 2nd Ave. building ("Licensee Property"), the southern property line of which abuts the Walnut Avenue ROW; and

WHEREAS, Licensee proposes to install, operate and maintain an Entrance Stairwell ("Entrance Stairwell"), projecting into the Walnut Avenue ROW, as illustrated on Exhibit C.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Entrance Stairwell solely within the limited area in the Walnut Avenue ROW, pursuant to the plans for and as illustrated on the attached Exhibit "C," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference.

3. Licensee must construct and maintain the Entrance Stairwell in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Entrance Stairwell shall not in any manner be expanded, added to or enlarged beyond the extent as described herein and shown in Exhibit "C."

5. The Entrance Stairwell shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall terminate in the event that any of the following occur: (a) the primary structure located on the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the primary structure, and the Licensee shall have failed to repair the primary structure within one hundred and eighty (180) days of said damage; (b) if the Entrance Stairwell is ever removed and the use terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, the City shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.

7. Licensee understands and agrees that the Entrance Stairwell shall remain in good structural condition at all times and that the use and enjoyment of the Walnut Avenue ROW shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Entrance Stairwell to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Entrance Stairwell, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

8. Licensee understand and agrees that the Entrance Stairwell shall be maintained in accordance with the City approved plan provided in Exhibit "B" and that the use and enjoyment of the Walnut Avenue ROW shall not be compromised in any unsafe or adverse manner. Should the Entrance Stairwell not be maintained in accordance with the plan to the City's satisfaction, or should the Entrance Stairwell interfere in any way with the use and enjoyment of the Walnut Avenue ROW, the City shall have the right to perform or complete such work as to return the Entrance Stairwell to a condition acceptable to the City. Licensee agrees to reimburse the City

for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

9. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim or damages caused by or to the Entrance Stairwell or within the Walnut Avenue ROW, or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured. Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

10. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Entrance Stairwell to protect the health, safety and welfare of the public utilizing the Walnut Avenue ROW. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Entrance Stairwell to comply with this provision.

11. Licensee accepts the Walnut Avenue ROW, "As-Is," "Where-Is," and in its current condition, and the City makes no representations concerning the condition of the Licensee Property. Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the Walnut Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee.

12. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Entrance Stairwell within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Licensee Property.

13. The Entrance Stairwell when installed does not become a part of or an interest in the Walnut Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

14. Licensee is responsible for the cost of installation, maintenance, and removal of such Entrance Stairwell and is responsible for any damage caused to the Walnut Avenue ROW resulting from such installation, maintenance, and removal.

15. The terms of this Agreement are covenants running with the Licensee Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

16. The parties acknowledge that the licensed area is part of the Walnut Avenue ROW and is currently exempt from any tax assessment for real estate or any other taxes. In the event that the Walnut Avenue ROW or any part thereof becomes subject to real estate or other taxes arising out of this License Agreement, the Licensee shall be liable for those real estate or other taxes and will pay said taxes as they become due and owing.

17. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

18. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

19. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

20. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this ____ day of _____, 2026.

STC 1117 LLC, LLC
an Illinois Limited Liability Corporation

By: _____

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Exhibit A:
Walnut Avenue Right-of-Way



City of St. Charles, Illinois

Walnut Avenue Right-of-Way

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: January 9, 2026 10:52 AM



32 Fee

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Exhibit B:

Licensee Property
11-17 S. 2nd Avenue

PARCEL 1: THE SOUTHERLY 50 FEET OF THE NORTH 60 FEET OF LOT 8 AND ALL OF LOT 7 (EXCEPT THE NORTH 10 FEET AND EXCEPT THE WEST 14 ½ FEET AND EXCEPT THE EAST 8 ½ FEET OF THE SOUTH 40 FEET), IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS

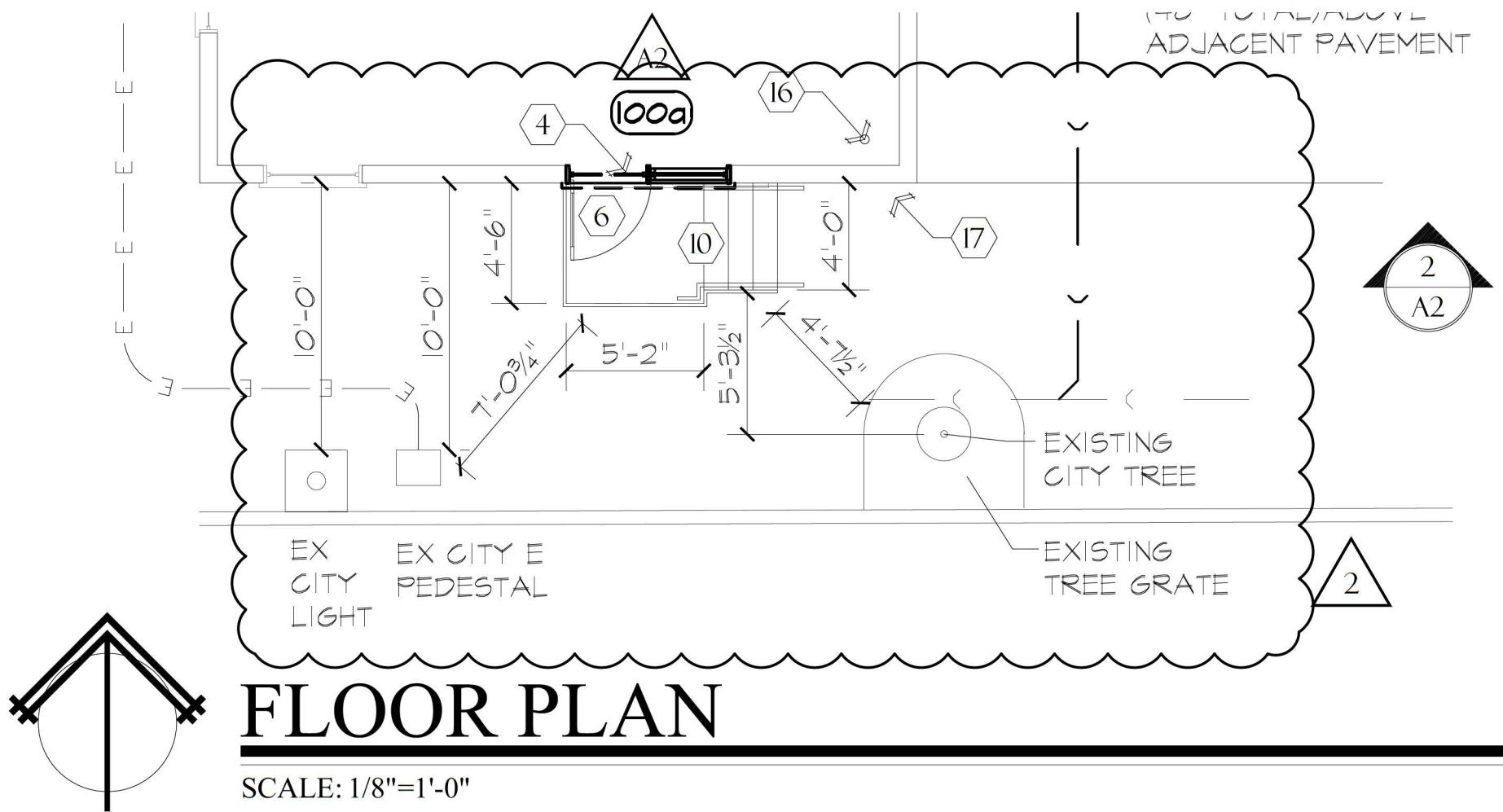
PARCEL 2: THE EASTERLY 8.5 FEET OF THE SOUTHERLY 40 FEET OF LOT 7 AND THE SOUTHERLY 40 FEET OF LOT 8 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.

PIN 09-27-389-008

PIN 09-27-389-009

Exhibit C:

Entrance Stairwell



NORTH

AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 4e
 CITY OF ST. CHARLES <small>ILLINOIS • 1834</small>	Title:	Plan Commission and Historic Preservation Commission recommendations to approve a General Amendment to the Zoning Ordinance requiring a Certificate of Appropriateness for painting, staining, or modifying masonry surfaces in Historic Districts and on Landmarked buildings
Presenter:	Emma Field, Russell Colby	
Meeting: Planning & Development Committee		Date: January 12, 2026
Proposed Cost: \$	Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary (if not budgeted please explain):		
<p>Staff is bringing forth a General Amendment to the Zoning Ordinance proposing to require a Certificate of Appropriateness (COA) for painting or staining masonry surfaces in Historic Districts and on Landmarks. This amendment was suggested by Historic Preservation Commission. Based on staff's review, the issue represents a gap in the City historic preservation requirements because painting surfaces or installing a mural does not require a building permit, and therefore no COA review.</p>		
<p>There has been a rise of painted masonry surfaces in the last several years in Historic Districts nationally. Painting masonry surfaces may cause damaging effects over time. With masonry being porous, paint can act as a sealant, trapping water and causing the masonry to crack, warp, etc. This effect causes buildings to look more deteriorated. Paint also requires more continual maintenance. Additionally, painting certain masonry materials can obscure the original texture and material quality, reducing the historical integrity of a building. Removal of paint from masonry is often not possible without causing damage.</p>		
<p>Under this proposal, painting masonry in the Historic District would not be prohibited. A COA review would provide the Historic Preservation Commission an opportunity to work with an owner to find a plan that preserves the historic masonry. For instance, staining, limewashing, or using a highly permeable paint is recommended, depending on the type and surface finish of the material.</p>		
Murals		
<p>The amendment will also add a definition for murals and require COA review and approval to install a mural. Murals are typically painted on buildings or attached with panels. The Historic Preservation Commission will review the mural placement and advise on materials and techniques in an effort to minimize damage to historic buildings. The Commission will not review color or design of any mural.</p>		
<u>Historic Preservation Commission Recommendation</u>		
<p>The Historic Preservation Commission held a public hearing on November 5, 2025, and voted 5-0 to recommend approval of this General Amendment.</p>		
<p>No one commented during the public comment portion of the public hearing.</p>		
<u>Plan Commission Recommendation</u>		
<p>Plan Commission held a public hearing on November 18, 2025, and voted 4-2 to recommend approval. Preservation Partners of the Fox Valley expressed support for the amendment during the public comment portion of the hearing.</p>		

The two commissioners that voted “No” commented:

- The COA requirement may be too intrusive or an overreach on property owners. For example, there is not a review of methods or materials for painting other surfaces like wood.
- Property owners should be made aware of the proposal. A motion to keep the hearing open to provide further opportunity for public comment failed.

Potential Mural Regulations

At a subsequent Plan Commission meeting, there was public comment and Commission discussion regarding establishing general standards for murals that would apply to other areas, including outside of downtown. Currently there are no regulations for mural size or placement. The Fox Haven Square project was referenced as an example of a new project outside of downtown that features mural art. The mural locations were shown on the approved plans for the buildings, but because there are no standards currently for murals, no further detail was required to be submitted with the building elevations.

In addition to consideration of the current proposal, Staff is seeking feedback and direction from the Committee on whether there is interest to establish any general standards for murals.

Attachments (please list):

Plan Commission Resolution, Historic Preservation Resolution, Staff Report, Application, Letter

Recommendation/Suggested Action (briefly explain):

1. Consideration and Recommendation regarding General Amendment to the Zoning Ordinance requiring a Certificate of Appropriateness for painting, staining, or modifying masonry surfaces in Historic Districts and on Landmarked buildings.
2. Feedback and direction from the Committee on whether there is interest in establishing any general standards for murals.



Staff Report

Plan Commission Meeting – 11/18/2025

Updates for P&D Committee are in blue

General Amendment – Painting and Staining of Masonry Surfaces

Applicant:

City of St. Charles

Purpose: Amend zoning and historic preservation regulations for painting and staining masonry surfaces in Historic Districts and Landmarks

Application: General Amendment

Public Hearing: Yes

Summary of Proposal: Staff has filed this General Amendment based upon recommendations from the Historic Preservation Commission.

The Zoning Ordinance does not currently regulate changes to exterior masonry surfaces. This includes painting, staining, or any other change to these surfaces. This amendment clarifies and formalizes regulations surrounding changes made to exterior masonry surfaces, with painting being the most common change made. The amendment proposes the following:

- Change the Historic Preservation Ordinance to require a Certificate of Appropriateness for painting masonry surfaces
- Add these regulations to the Design Review Standards and Guideline section of the Zoning Ordinance
- Define murals

Info / Procedure on Application: See **Sec. 17.04.320** regarding General (Text) Amendments. A General Amendment (or Text Amendment) is an application requesting a change to the Zoning Ordinance, Title 17 of the City Code. A change may be requested to a numerical standard (such as a setback requirement) or to any other text of the Zoning Ordinance. Often, a General Amendment is proposed to change the standards that apply to a specific zoning district or a specific land use or business category. Changes to the text apply to all properties in the City that are located in the same zoning district or fall within the same category of land use or business or in this case, any historic district. A General Amendment application may also involve changes to procedures or application requirements that are listed in the Zoning Ordinance.

- Public hearing is required. No mailed notice to surrounding property owners.
- Findings: 6 items of information to consider in making a recommendation; all items need not be in the affirmative to recommend approval.

Suggested Action: Conduct the public hearing and close if all testimony has been taken. The item is listed for discussion and recommendation, should the Plan Commission feel that they have enough information to make a recommendation.

Staff Contact: Emma Field, Planner I

I. BACKGROUND

A. The Why

Original masonry surfaces are important to the integrity, character and architectural significance of Historic masonry buildings. Brick, riverstone, and other masonry surfaces tell a story of a building. They can tell where the builder got their material from and what was popular during a time period. Exterior surfaces are the biggest and main features of a building. Any changes made are eye catching.

Painting and staining of masonry surfaces can change the way these buildings look and could potentially cause harm. [This damage can be in the form of cracking, peeling, or molding. Masonry is a porous material.](#) Painting masonry surfaces specifically can trap moisture and cause deterioration of these age-old materials. [Painting seals the masonry and restricts movement as the masonry expands and contracts with the temperature.](#) When a building is painted, more maintenance work is added for the property owner. Painting averages 5-7 years before maintenance is needed. If property owners are unable to keep up with the maintenance, the property could look unsightly. There are many buildings in the Historic District that are made up of mostly masonry and if painted and not maintained, could become more of an eyesore.

Painting can be done to a building with proper material and care, but property owners of historic buildings should be cautious and consider appropriate methods, materials and long-term impacts. [Limewashing, staining, or using paint with a high permeability rating is advised over using traditional paint.](#) If a building is already painted it is advised that the owner continue to paint the brick for maintenance. Removing the paint can be damaging to the surface. Removal can include sandblasting which can erode the masonry surface and the mortar.

There are currently no regulations for staining or painting exterior masonry surfaces such as brick, limestone, riverstone, etc. There are also currently no building permits needed for changing how masonry surfaces appear. The proposed change to the ordinance will require a Certificate of Appropriateness for staining or painting a masonry surface on buildings in the Historic District and on Landmarked buildings, regardless of whether a project requires building permit. Changing this section of the ordinance will allow the Historic Preservation Commission to review changes that impact on the character of the building. The change would only be required for historic districts as there is already a higher level of review of exterior changes in these districts to preserve the architecture and history of the buildings.

Currently building owners are able to use any type of paint or stain on their building. Allowing the Historic Preservation Commission to review these future projects will provide the property owner with some insight into options for preservation of masonry surfaces and a new vision for the exterior of the building.

There are no regulations of murals in the code. Murals would be regulated by this change but only in the sense of materials used. This change to the ordinance will not discourage murals but will allow the Commission to look at the materials being used to create the mural, such as painting or using a panel. This change to the code will not regulate what a mural looks like or discourage murals. The Commission currently does not regulate color, and the future of this ordinance will not change that.

There are approximately 13 buildings in historic districts that are painted, many of those being on the main corridor, Main Street.

B. Other Communities

The closest community to St Charles that has regulations in place for painting and staining is Aurora. They also have a definition for murals and regulations of surfaces where murals may be installed. Our closest neighbor, Geneva, does not have these regulations but are looking into doing similar regulations in their towns. Batavia has one clause in their ordinance stating, “a painted wall sign is prohibited on any masonry surface of any building (only on non-porous material or metal surface)”. Other regional cities such as Milwaukee, Peoria, and Woodstock have regulations for painting on unpainted masonry surfaces. When researching this topic, many communities expressed their interest in adding these regulations into their code but were also in the researching stages.

II. PROPOSAL / ANALYSIS

Staff is proposing the following amendments to the Zoning Ordinance, Title 17 of the City Code to add provisions for painting and staining masonry surfaces in Historic Districts and on Landmarks. The proposed amendments will require that owners come before the Historic Preservation Commission before altering their masonry surfaces.

A. Add provisions for painting and staining masonry surfaces:

1. Ch. 17.06 “Design Review Standards and Guidelines”, Section 17.06.040 “Standards and guidelines – CBD and CBD2 districts” – adds the following language in red:
 - B. Standards and guidelines for building design.
 2. Materials.

Intent: Use building materials in a meaningful way, but not in ways that result in a false representation of history

Standards:

- a. Within Historic Districts or Landmark sites, masonry surfaces such as brick, concrete, limestone, riverstone, etc shall not be painted, stained or otherwise modified in appearance, texture or finish, unless otherwise approved through a Certificate of Appropriateness per Section 17.32.080

Discussion:

The largest historic district in St Charles is the Central Historic District. The central district covers most of the CBD-1 and CBD-2 districts. The reasoning behind putting this regulation in the Design Review Standards and Guidelines section vs the Historic Preservation section is that the Design Review section outlines more detailed description of what needs to be reviewed when an alteration is made to the exterior building. The painting and staining clause was added as a standard because the standards are of greater restriction than guidelines.

2. Ch. 17.06 “Design Review Standards and Guidelines”, Section 17.06.040 Standards and guidelines – CBD1 and CBD2 district – adds another section with the following language:

D.Murals

Intent: Ensure appropriate placement and application of murals on historic buildings.

Standards:

1. Within Historic Districts or Landmark sites, murals are not permitted to be painted directed on unpainted masonry surfaces or architectural features, unless approved through a Certificate of Appropriateness per Section 17.32.080.
2. For murals attached to walls by panels, the panels shall be attached to mortar joints. Panels may not be attached to brick, tile, or cement block.
 - a. Panels shall not damage existing brick, shall allow airflow, and shall discourage bird nesting to the greatest extent possible.

Discussion:

Adding a mural to a masonry surface could be through painting or other mediums such as panels. This will change the masonry surfaces. This is the reasoning behind having regulations of murals. While this section will make murals a regulated item, the Historic Preservation Commission will only be looking at the material used for the mural and the surface it is going on. The Historic Preservation Commission will not and should not comment on the imagery used in the mural. The Design Review Standards and Guidelines section is the part of the ordinance that reviews and regulates architectural appearance which would include changes to masonry surfaces.

3. Ch. 17.06 “Design Review Standards and Guidelines”, Section 17.06.060 “Standard guidelines – RT-1, RT-2, RT-3, RT-4 and CBD-2 Districts (one-and two-family dwelling only”, -adds another standard to the Architectural materials section which is in red:

E. Architectural materials.

Intent: To promote use of architectural materials in a manner that complements traditional building styles.

Standards:

1. Primary siding materials shall be used consistently and at approximately the same proportion on each elevation of the building. For example, for a building with a masonry front elevation, masonry shall be used in a similar proportion on all other sidings of the building. (Note this Standard does not apply to materials used for accent purposes.)
2. Exterior trim detailing shall be consistent on all elevations. For example, the same size window casing shall be used for all windows on each elevation.
3. Within Historic Districts or Landmark sites, masonry surfaces such as brick, concrete, limestone, riverstone, etc shall not be painted, stained, or otherwise modified in appearance, unless approved through a Certificate of Appropriateness per Section 17.32.080.

Discussion:

This standard was repeated under the Design Review Standards and Guidelines for RT districts and CBD-2, as many one and two family dwellings in the historic districts are located in the RT district and CBD-2 district. Same reasoning as above.

4. Ch. 17.32 “Historic Preservation”, Section 17.32.080 “Certificates of appropriateness”, – adds additional information for the first requirement as follows in red:

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.
 - a. Certain changes to exterior architectural appearance that do not otherwise require a permit shall require a Certificate of Appropriateness, including:
 - i. Painting, staining or modifying any unpainted masonry surfaces
 - ii. Installation of a mural

Discussion:

Currently, a Certificate of Appropriateness is only required for work that requires a building permit, if the work is changing the exterior of the building or site. Adding this clause will allow the Historic Preservation Commission to oversee any change to masonry surfaces. Painting, staining, or installing a mural will all change the historic brick or limestone, etc so this will allow a review to happen on the materials that will be used on these surfaces.

B. Amend Provisions the Certificate of Appropriateness Procedure

1. Ch. 17.32 “Historic Preservation”, Section 17.32.080 “Certificate of appropriateness”, - deletes language in number one, as follows in red:

C. Certificate of Appropriateness: Procedure

Where a Certificate of Appropriateness is required, the Building and Code Enforcement Division Manager shall furnish **building permits** applicants with an application for a Certificate of Appropriateness.

Discussion:

This section will take out the reference to the Certificate of Appropriateness form only being required for building permits applicants as discussed above.

C. Add a Definition for Murals

1. Ch. 17.30 “Definitions”, Ch. 17.30.030 “General Definitions” – add the following language:

Mural. A piece of artwork painted on or applied to an exterior building, excluding signs, lettering, or symbols that advertise or promote any business, service, product, or private interest.

Discussion:

To regulate murals, the code must include a definition of a mural and differentiate murals from signs.

Murals are considered signs if they contain wording. The dimensions of the wording count toward the wall sign square footage, not the image.

III. HISTORIC PRESERVATION COMMISSION REVIEW

On November 5, 2025, the Historic Preservation Commission voted 5-0 to recommend the zoning amendment to City Council.

IV. ATTACHMENTS

- General Amendment Application; filed 10/15/2025
- Map of Historic Districts and Landmarks

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 10-2025

**A Resolution Recommending Approval of a General Amendment
To Title 17, Chapter 17.32 "Historic Preservation"**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to hold public hearings and review requests for amendments to Title 17, "Zoning", Chapter 17.32 "Historic Preservation"; and

WHEREAS, the Historic Preservation Commission held a public hearing on November 5th, 2025, and has reviewed the petition for a General Amendment to Title 17, "Zoning" Chapter 17.32 "Historic Preservation" pertaining to requirements, procedures, and criteria for the review of Certificates of Appropriateness; and

WHEREAS, in making its recommendation to grant or deny an application for amendment to Chapter 17.32, "Historic Preservation", the Historic Commission is required to consider the purposes, standards, and requirements of Chapter 17.32; and

WHEREAS, the Historic Preservation Commission finds approval of said amendment serves the purposes of Chapter 17.32 and provides clear direction on the standards and requirements of the Chapter.

NOW, THEREFORE, be it resolved by the Historic Preservation Commission to recommend to City Council approval of the General Amendment to Title 17, "Zoning"; Chapter 17.32, "Historic Preservation", attached hereto as Exhibit "A".

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

Ayes: Smunt, Malay, Kessler, Pretz, Rice

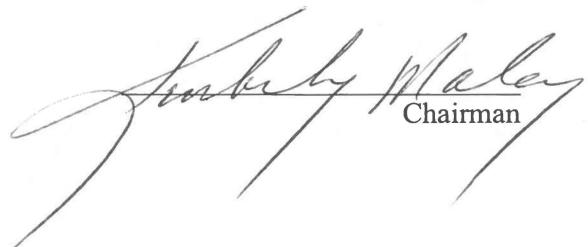
Nays: None.

Abstain: None.

Absent: None.

Motion Carried

PASSED, this 5th day of November, 2025.



Shirley Malay
Chairman

Exhibit A

17.32.080 Certificate of Appropriateness

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.

a. Certain changes to exterior architectural appearance that do not otherwise require a permit shall require a Certificate of Appropriateness, including:

- i. Painting, staining or modifying any unpainted masonry surfaces
- ii. Installation of a mural

C. Certificate of Appropriateness: Procedure.

1. Where a Certificate of Appropriateness is required, the Building and Code Enforcement Division Manager shall furnish **building permits** applicants with an application for a Certificate of Appropriateness.

City of St. Charles, Illinois
Plan Commission Resolution No. 8-2025

**A Resolution Recommending Approval of a General Amendment to
Ch. 17.06 “Design Review Standards and Guidelines”, Ch. 17.30
“Definitions”, and Ch. 17.32 “Historic Preservation” regarding painting and
staining of masonry surfaces in the Historic Districts and on Landmarks**

Passed by Plan Commission on November 18, 2025

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for amendments to Title 17, “Zoning”; and

WHEREAS, the Plan Commission held a public hearing and has reviewed the petition for a General Amendment to Ch. 17.06 “Design Review Standards and Guidelines”, Ch. 17.30 “Definitions”, and Ch. 17.32 “Historic Preservation”; and

WHEREAS, in accordance with Section 17.04.320.C, the Plan Commission has considered the following criteria for General Amendment:

1. The Consistency of the proposed amendment with the City’s Comprehensive Plan.

The proposed amendment promotes the following goals/objectives:

Commercial & Office Areas –

Goal 1: “Develop attractive and highly functional retail and commercial areas that are market responsive, create a diverse tax base, and serve the needs of the City’s residents and, in some areas, a larger regional market.”

Objective 3:

Objective 14:

Image and Identity –

Goal 1: “

Objective 3: “Continue the promotion and enforcement of the Design Guidelines for City’s Current and future historic district and landmark sites and buildings”

Commercial Areas –

Goal 3: “

Objective 8: “Building on the regulatory framework established by Design Review Standards and Guidelines to foster a desired and predictable form in the Downtown related to specific elements including architectural detail...

2. The Consistency of the proposed amendment with the intent and general regulations of this Title.

The proposed amendment supports the following purpose statements contained in Section 17.02.020:

A. Promoting the public health, safety, comfort, convenience and general welfare.

D. Maintaining business and industrial areas that are attractive and economically viable.

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.

The proposed amendment is more workable than the existing text. This change will be adding to the Historic Preservation Section that not all Certificate of Appropriateness' need building permits. The proposed amendment reflects a change in policy by regulating the use of paint or stain on masonry surfaces but only with the material used not the design or color.

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.

Painting and staining masonry surfaces can change the architectural design of the building. Paint especially is not good for masonry surfaces because not only does it need more maintenance but does not allow the masonry to breathe. Paint can be disruptive to the surface. Not all buildings in the Historic Districts have an older masonry surface so the Historic Preservation Commission will look at each project on a case by case basis.

5. The extent to which the proposed amendment creates nonconformities.

There are currently 13 plus buildings in the CBD-1, CBD-2 and RT districts that are also in the Historic Districts and are painted. Any future painting added on the top of the paint or to fix the paint that is already there will need a Certificate of Appropriateness and need to be reviewed by the Historic Preservation Commission.

6. The implications of the proposed amendment on all similarly zoned property in the City.

While this ordinance change will be in the Design Review Standards and Guidelines part of the code, this will solely be for buildings in the historic district and landmarked buildings since these buildings are under more scrutiny than those outside of the districts.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a General Amendment to Ch. 17.06 "Design Review Standards and Guidelines", Ch. 17.30 "Definitions", and Ch. 17.32 "Historic Preservation" regarding painting and staining of masonry surfaces in Historic Districts and on Landmarked buildings.

Roll call vote:

Ayes: Wiese, Ewoldt, Funke, Fitzgerald

Nays: Payleitner, Vargulich

Absent: Gruber, Rosenberg, Lawson

Motion carried: 4-2

PASSED, this 18th day of November 2025.

Chairman



PRESERVATION
PARTNERS of the
FOX VALLEY

November 25, 2025

Planning and Development Committee
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: General Amendment – Painting and Staining of Masonry Surfaces

The text amendments recommended by the Historic Preservation Commission would be of great benefit to the City of St. Charles.

Masonry, such as brick and limestone, which are common with the city's historic landmarks and districts, deteriorates rapidly when painted. Masonry is porous. Moisture (rain, humidity, etc.) is absorbed into masonry and therefore needs to have a way to get out. When paint is applied to masonry, the natural "breathing" that masonry does is prevented. Over time, the masonry fails, inside out, and will require regular and extensive costly maintenance.

Painted masonry creates an additional need for routine maintenance that is not needed for masonry that is never painted. Once masonry is painted, "you may need to paint brick every three to five years," according to "Mr. Brick," Don Foster.¹ Without paint, masonry is nearly maintenance-free!

Furthermore, masonry was never painted historically, meaning that painting masonry would not be historically appropriate. Unlike wood or concrete facades, brick and limestone have "naked" beauty. In other words, masonry's attractiveness is its texture and color variances.

There are alternatives to paint that revitalize the color of masonry without trapping moisture. Products such as limewash, stain, and mineral paints are acceptable alternatives to apply to masonry.

Unfortunately, the average painting contractor is unaware of the harm paint can cause to masonry. Also, a lot of masonry is painted, leading property owners to believe that it is not harmful. Once paint is applied to masonry, though, irreparable harm is caused that can only be reversed by stripping the paint off, an expensive process.

Masonry that is not painted will last nearly forever, cost far less to maintain, and retain the historic character of the building.

Please see the attached documents, links, and photos for additional information.

¹ Don Foster, "Painted Brick Failures," Don Foster Masonry Cosmetics, Inc., YouTube, 0:51, December 9, 2021, https://www.youtube.com/watch?v=yVTxgz7_YMc.

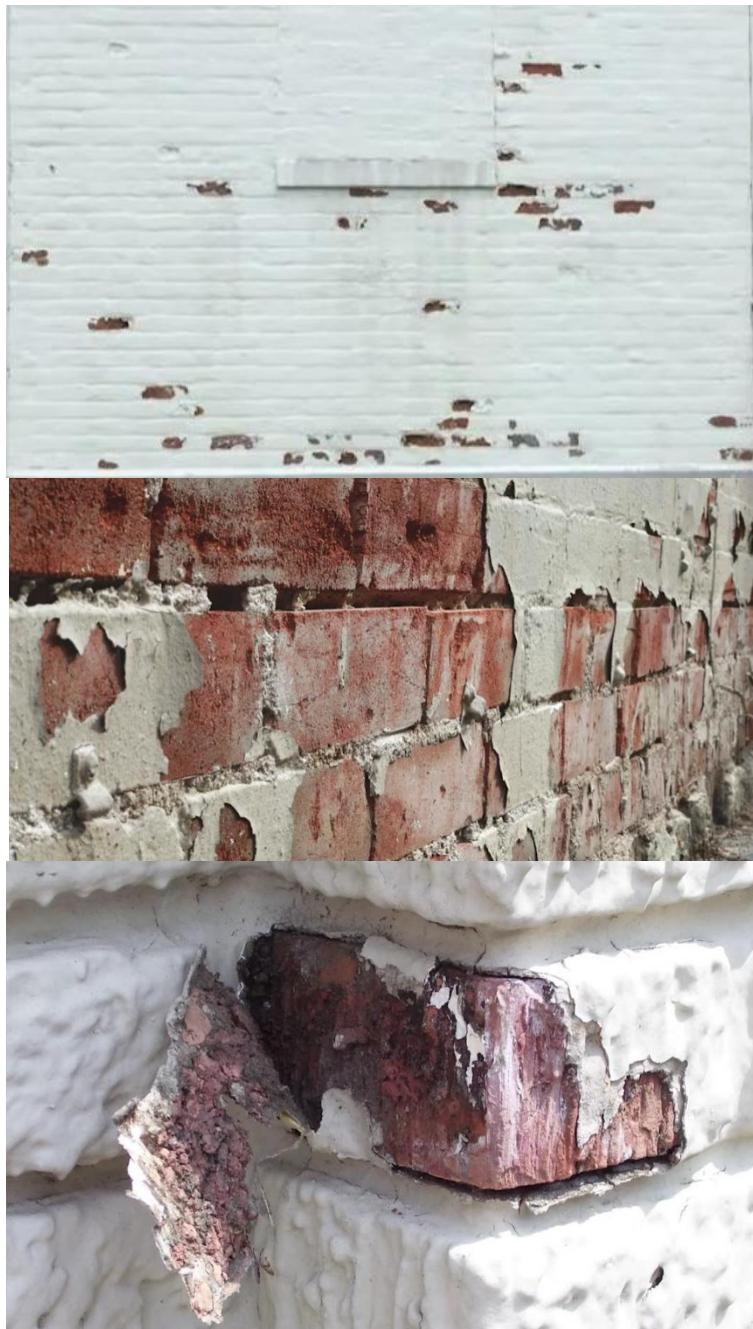
Sincerely,

A handwritten signature in black ink, appearing to read "Al Watts".

Al Watts
Community Engagement Director
Preservation Partners of the Fox Valley

APPENDIX A:

Examples of brick failure due to painting. Images from Don Foster Masonry Cosmetics, https://www.youtube.com/watch?v=yVTxgz7_YMc.



Appendix B:



The Do's and Don'ts of Painting Brick

Published at <https://www.gobrick.com/about-bia/events/post/the-do-s-and-don-ts-of-painting-brick>. Accessed November 20, 2025.

Brick is a beautiful and timeless building material prized for its durability, natural beauty, and low maintenance requirements. However, some homeowners that seek a makeover or aim to conceal minor defects, consider painting their brick facades. While technically possible, painting brick can have several drawbacks and should be approached with caution. Let's explore why painting brick might not be the best idea and alternative methods to achieve your desired aesthetic.

Why You Shouldn't Paint Brick:

Trapped Moisture: Unlike some other materials, brick is porous. This means it has tiny holes that allow moisture vapor to pass through in both directions, helping to regulate humidity and prevent moisture from being trapped within the walls. This is why brick is often referred to as a material that "breathes." Painting it creates a barrier, trapping moisture inside the brick, which can lead to:

Deterioration: The outer layer of brick can flake or crack due to trapped moisture freezing and expanding.

Mold and Mildew Growth: Trapped moisture creates a breeding ground for mold and mildew in the materials behind the brick. The brick itself does not serve as a food source for biological growth.

Reduced Longevity: Deterioration caused by trapped moisture can compromise the structural integrity of the brickwork over time.

Hides the Natural Beauty: Brick's inherent beauty lies in its texture and color variations. Painting it masks these unique characteristics and can detract from the overall aesthetic of your home.

Creates a New Home Maintenance Task: Brick requires virtually no maintenance over the decades, saving time and money. Once painted, it requires upkeep on a regular basis.

Difficult and Expensive Removal: If you decide later that you don't like the painted look, removing paint from brick is a laborious and expensive process, often requiring professional help.

Alternatives to Painting Brick:

If you're looking to change the color or appearance of your brick, several alternative methods offer more benefits and avoid the drawbacks of painting:

Surface-applied Mortar (Mortar Wash and German Smear): This involves applying a thin layer of mortar over the existing brick and mortar joints, subtly altering the overall color of the brick façade. The intent is to allow portions of the brickwork to be visible through the mortar layer.

Limewash: A traditional finish that has been used on historic masonry buildings, Limewash offers a light or whitewashed look that can either fully cover the brickwork or allow portions of it to be visible. Consisting only of lime putty, water, and pigment, it keeps the brick's texture and breathability, offers buildable color intensity, and weathers naturally.

Staining: Brick stain offers a practical and cost-effective solution to change the color of brick or brick-and-mortar surfaces when maintaining the appearance of natural or unaltered brickwork is desired. It is available in various colors and penetrates the surface slightly, allowing the texture of the brick to remain visible. It can be applied to individual brick units, mortar joints alone, or both.

Mineral Paint: When the appearance of a painted surface is desired, a mineral paint is preferred over traditional paint. Mineral paints chemically bond to the surface of the brick but do not form a film, which maintains the brick's breathability and lasts longer than other painted surfaces.

The Right Way to Paint Brick (If You Must):

Hiring a Professional Painter: If you're set on painting your brick, choose a highly experienced professional painter who understands the specific requirements of painting brick surfaces. They can use the proper materials and ensure the correct preparation and application techniques to minimize the risk of future problems.

For new construction, do not paint sooner than 28 days after completion of brickwork.

For new construction where a painted finish is desired immediately, purchase brick that is made specifically to be painted, such as "Painters". Learn more: <https://henrybrick.com/painter-brick/>

- **Clean the surface thoroughly.**
- **Let the brick dry completely.**
- **Apply a high-quality primer specifically designed for masonry surfaces.**
- **Use a breathable paint formulated for brick.**

Remember, painting brick should be a last resort. Explore the alternative methods first to enhance the look of your brick façade while preserving its natural beauty and preventing potential damage.

Sources:

<https://www.brickmakeover.co.uk/blog-detail/why-you-shouldnt-paint-bricks-14>

<https://www.masonrycosmetics.com/mortar-stain>

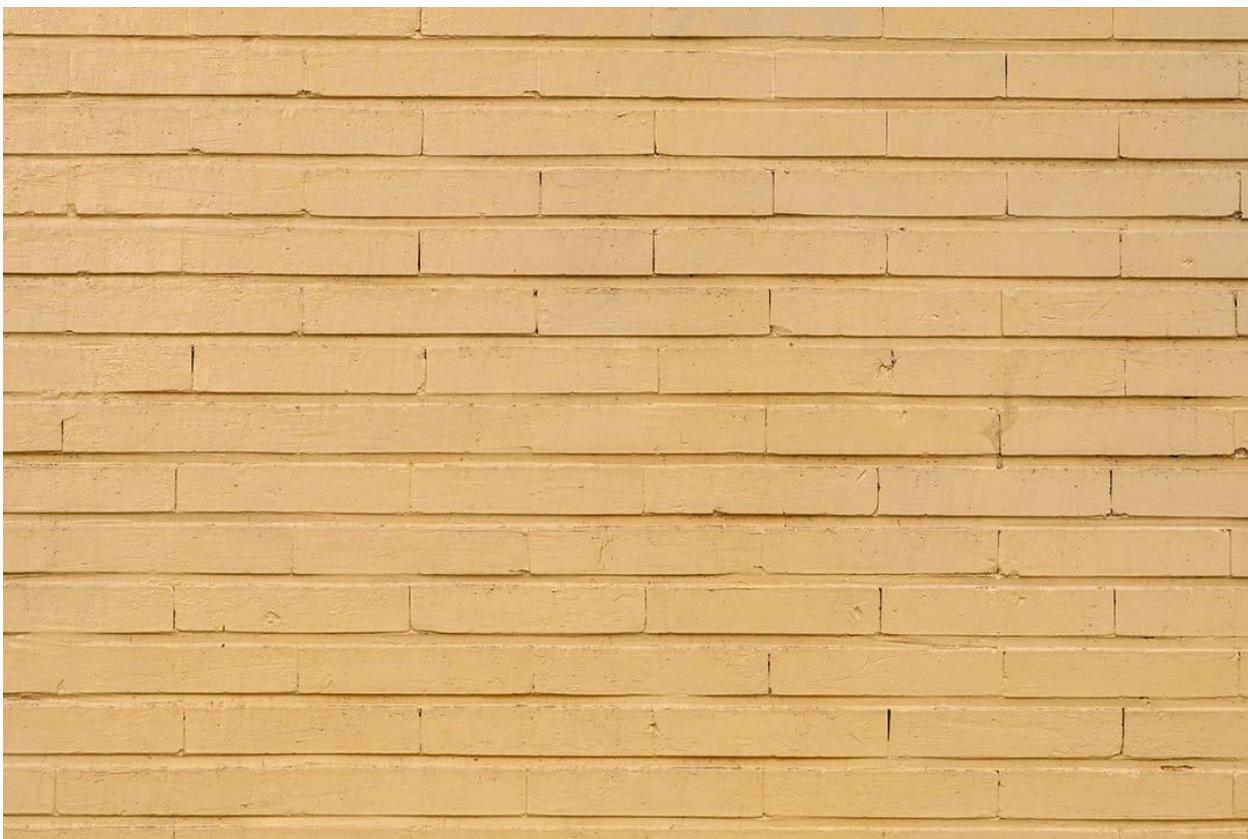
<https://www.gobrick.com/media/file/brick-staining.pdf>

<https://pinehallbrick.com/german-smear-gives-new-home-an-old-world-look-that-will-last/>

Unmasking the Hidden Dangers: The Destructive Power of Painted Brick

Published April 16, 2023, at <https://prosoco.com/unmasking-the-hidden-dangers-the-destructive-power-of-painted-brick/>

While the idea of painting brick or masonry might seem appealing to some homeowners, it's essential to recognize the potential downsides and destructive consequences that can result from this decision. In this article, we shed light on the often-overlooked perils of painted brick, supporting the case against this seemingly innocent transformation.



Trapped Moisture: The Silent Culprit

One of the most significant threats to painted brick is trapped moisture. When you apply paint to brick or masonry, you're essentially sealing the surface. While this may seem like a protective measure, it can backfire. Trapped moisture can gradually infiltrate the porous

material, leading to issues like efflorescence, where salts and minerals leach to the surface, causing unsightly stains and structural damage over time.

Peeling and Flaking Paint: An Unsightly Mess

Painted brick surfaces are notorious for their propensity to peel and flake over time. This not only diminishes the aesthetic appeal of your home but also creates a maintenance nightmare. Repainting becomes a recurring and costly task, and it can be challenging to maintain a consistently attractive appearance.

Limited Breathability: Strangling Your Home

Brick and masonry structures are designed to breathe, allowing moisture to evaporate naturally. Painting these surfaces inhibits their breathability, potentially causing moisture to become trapped within the walls. This trapped moisture can lead to various issues, including mold growth, rot, and even structural damage in severe cases.

Irreversible Damage: A Costly Endeavor

Reversing the decision to paint your brick or masonry is a daunting task. Stripping paint from these surfaces often requires abrasive methods like sandblasting, which can harm the substrate and create irreversible damage. The financial and aesthetic costs of undoing a painted brick facade can be substantial.

Diminished Property Value: Aesthetic Consequences



Many potential homebuyers are drawn to the natural charm of exposed brick or masonry. A painted exterior can significantly reduce the attractiveness of your property, potentially lowering its resale value and limiting your pool of interested buyers.

Environmental Concerns: Harmful VOCs

Painting brick or masonry involves the use of paints, some of which contain harmful volatile organic compounds (VOCs). These compounds can contribute to indoor air pollution and have a negative impact on the environment. Opting to preserve the natural beauty of brick or masonry is an eco-friendlier choice.

Historic Preservation: Respecting Tradition

In neighborhoods with historical significance, or in homes with architectural value, painting brick or masonry may be strictly regulated or discouraged. Preservation organizations and local regulations exist to protect the historical and architectural integrity of such structures, emphasizing the importance of maintaining their natural appearance.

A Thoughtful Approach to Aesthetic Changes

In conclusion, while the idea of a freshly painted exterior might be tempting, it's crucial to weigh the consequences carefully. Painting brick or masonry can result in hidden moisture problems, ongoing maintenance challenges, reduced property value, and potential harm to the environment. Before reaching for that paintbrush, consider the timeless beauty and benefits of keeping your brick or masonry natural. Preserve the authenticity of your home and avoid the destructive power of painted brick.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4f

Title: **Historic Preservation Commission recommendation to approve Historic Landmark Designation for 115 Cedar Avenue, “John Gartner’s East Side Bakery”**

Presenter: Emma Field

Meeting: Planning & Development Committee

Date: January 12, 2026

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: **Executive Summary (if not budgeted please explain):**

Barbara Dawson, on behalf of Jeff Dawson, has nominated the property at 115 Cedar Avenue for Landmark status.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 1/7/2026. The Commission recommended approval of the nomination by a vote of 5-0, based on the criteria listed in the attached resolution.

The building was constructed circa 1910 by Chas. A. Stewart. Stewart, who was known for his company C.A. Stewart. The company sold music, furniture, carriages. The building is most notably known for John Gartner’s Eastside Baker. He had the bakery on the east side and his brother had a bakery on the west side (203 W Main St). The business was frequented by many east side residents for 40 years. He opened his bakery after his brother’s in 1911. The architecture is classified as vernacular architecture and shows unique New Orleans style details. The building still has the original brick exterior walls, brick chimney, and cement foundation. This particular landmark is not about the architecture but about the history and the contributing business that was once there.

If the Landmark designation is approved by City Council, a Certificate of Appropriateness from the Historic Preservation Commission will be required prior to issuance of a permit for construction, alteration, repair, demolition, relocation, or other material change that affects the exterior architectural appearance of the structure.

Attachments (please list):

Historic Commission Resolution, Landmark Nomination

Recommendation/Suggested Action (briefly explain):

Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 115 Cedar Avenue., “John Gartner’s East Side Bakery”.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 1-2026

**A Resolution Recommending Approval for Landmark Designation
(115 Cedar Avenue)**

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

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 115 Cedar Avenue and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

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

This property is a long-time contributor to the century corners commercial area.

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

John Gartner owned and operated this popular eastside bakery. This bakery was a popular spot by eastside residents for 40 years.

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

Vernacular but also has a New Orleans style architectural element with the iron railing on the roof. The building was constructed specifically for the bakery. There is no other building like this with the railing and columns with that design in St Charles.

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property known as 115 Cedar Avenue, as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "John Gartner's East Side Bakery" circa 1910.

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

Ayes: Pretz, Kessler, Smunt, Rice, Malay

Nays: None.

Absent: None.

Abstain: None.

Motion Carried.

PASSED, this 7th day of January, 2026

Chairman

Exhibit "A"
Legal Description

Parcel 1: THAT PART OF LOTS 2, 3 AND 6 IN BLOCK 1 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2; THENCE NORTH 81 DEGREES 21 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 16.0 FEET; THENCE SOUTH 13 DEGREES 35 MINUTES 24 SECONDS EAST ALONG A LINE THAT IF EXTENDED WOULD INTERSECT THE SOUTHERLY LINE OF SAID LOT 2 AT A POINT 25.0 FEET EASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT, A DISTANCE OF 87.24 FEET TO THE NORTHERLY LINE OF A WOOD BUILDING EXTENDED EASTERLY; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE EXTENDED AND ALONG SAID NORTHERLY LINE OF SAID WOOD BUILDING 26.12 FEET TO THE NORTHWESTERLY CORNER OF SAID WOOD BUILDING; THENCE SOUTH 8 DEGREES 30 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID WOOD BUILDING AND SAID WOOD BUILDING EXTENDED 23.02 FEET TO THE SOUTHERLY LINE EXTENDED EASTERLY OF A BRICK BUILDING; THENCE SOUTH 81 DEGREES 37 MINUTES 34 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BRICK BUILDING AND ALONG SAID SOUTHERLY LINE EXTENDED 22.80 FEET TO THE WESTERLY LINE OF THE EASTERLY HALF OF SAID LOT 6; THENCE NORTH 8 DEGREES 29 MINUTES 40 SECONDS WEST ALONG THE WESTERLY LINE OF THE EASTERLY HALF OF LOT 6 AND THE WESTERLY LINE OF THE EASTERLY HALF OF LOT 3, A DISTANCE OF 109.77 FEET TO THE NORTHERLY LINE OF LOT 3; THENCE NORTH 81 DEGREES 21 MINUTES 45 SECONDS EAST ALONG SAID NORTHERLY LINE 25.17 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN #09-27-386-015

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

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

HISTORIC LANDMARK NOMINATION

Instructions:

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

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

Received Date
RECEIVED

NOV 25 2025

**City of St. Charles
 Community Development**

1. Property Information:	Parcel Number(s):		
	<i>09-27-386-015</i>		
	Property Name (Historic or common name of the property): <i>John GARTNER EAST SIDE BAKERY</i>		
2. Record Owner:	Name	Phone	<i>(630) 697-6463</i>
	<i>Jeff and Barbara Dawson</i>	Email	<i>BLdawson3@gmail.com</i>
	Address <i>1760 Persimmon Drive St. Charles, IL 60174</i>		
3. Applicant (if different from record owner):	Name	Phone	<i>(630) 697-6463</i>
	<i>Barbara Dawson</i>	Email	<i>BLdawson3@gmail.com</i>
	Address <i>1760 Persimmon Drive St. Charles, IL 60174</i>		

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

SEE ATTACHED

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

a) Ownership:

private
 public-local
 public-state

b) Category:

building
 district
 site

c) Integrity:

original site
 moved: date _____
 unaltered

d) Function or Use:

Historic/Current

agriculture
 commercial
 educational
 government
 entertainment

Historic/Current

industrial
 military
 museum
 private residence
 park

Historic/Current

religious
 scientific
 transportation
 other(specify) _____

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

National Folk Style
 circa 1850-1930

Romantic Styles: circa 1820-1880

Greek Revival
 Gothic Revival
 Italianate
 Exotic Revival

Victorian Styles: circa 1860-1910

Second Empire
 Stick
 Queen Anne
 Shingle
 Richardsonian Romanesque
 Folk Victorian

Eclectic Styles: 1880-1940

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

Modern Styles: circa 1900- present

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

Styled Houses since 1935:

Mansard
 Styled Ranch
 Millenium Mansion
 New Traditional
 American Vernacular

PER 1994 SURVEY

Other Architecture:

II. Building Materials:

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

Inventory of Original Architectural Elements

Item:	Original (yes only)	Material	Location if Required
Chimney	YES	Brick	
Door(s)		Wood	
Exterior Walls	Yes	Brick	
Foundation	Yes	Concrete	
Roof		Unknown	
Trim		Wood	
Window (s)		Wood	

Materials List

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

III. Significance of Property:

Please indicate source of documentation, if available.

a) Original Owner:

CHAS A. STEWART / JOHN GARTNER

b) Architect/ Builder:

NOT KNOWN

c) Significant Person(s):

JOHN GARTNER / CHAS STEWART

d) Significant Dates (i.e., construction dates):

C 1910

~~STEWART'S
MILLING~~

e) Criteria for Designation:

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

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

Notes: *Long Time Contributor To THE
CERTAIN CORNERS COMMERCIAL AREA.*

- Property is the site of a significant local, county, state, or national event.

Notes:

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

Notes: *JOHN GARTNER EASTSIDE BAKERY
C. A. STEWART COMPANIES*

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

Notes:

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

Notes:

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

Notes:

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

Notes:

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

Notes:

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

Notes:

vernacular

10. Property is suitable for preservation or restoration.

Notes:

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

Notes:

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

Notes:

IV. Attachments

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

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

Barbara Dawson
Applicant 11/17/2025
Date

If Owner authorizes application to be filed for their property:

Barbara Dawson
Owner 11/17/2025
Date

Description – 115 Cedar Avenue

Built circa 1910, this contributing structure either built by Chas. A. Stewart (C. A. Stewart ...music, furniture, carriages, etc.) for John Gartner's Eastside Bakery or by John Gartner on his own behalf and use. This is a vernacular architectural style building as listed on the 1994 City of St. Charles survey ~~or utilitarian architecture style~~ ^{and} as described in the "*A Field Guide to American Houses, revised*" which rests today in its original form and location. John Gartner arrived in St. Charles around 1900, a couple of years after his brother Joe's (Gartner's Bakery on the westside of river) arrival and went to work in his brother's bakery. John eventually opened his bakery circa 1911, becoming a destination for those city residents living east of the river. Today the structure still has the original brick chimney, brick exterior walls, and cement foundation. While all exterior doors and windows have been replaced over the past 115+ years they continue to sit in the original cavities and except for the first-floor north elevation entry door and window that indicate minor design change the balance of the doors and windows reflect the original architectural style and intent. It cannot be determined if the wrought iron fencing on the second level north elevation is original 1910 or an added architectural feature when the second-floor deck was made to be useable.

This landmark request is not about architecture, but it is functional design and what business was established there and the contribution made to the Century Corners Business district. John Gartner's Eastside Bakery provided 40 years ownership giving St. Charles residents decades of choice between his brother Joe's westside location and his eastside bakery.

The criteria used for landmark nomination are: 1, 3, 9, & 10.

1: Property has character, interest, or value which is part of the development, heritage, or cultural character of the community: The Eastside Bakery which operated for approximately 40 years helped establish what we now call the Century Corners Business District. The Eastside Bakery was an integral business contributor to downtown St. Charles retail.

3: Property is identified with a person who significantly contributed to the development of the community: John Gartner establishing his Eastside Bakery was a destination for approximately 40 years.

9: Structure is a particularly fine example of an utilitarian structure with historical or architectural significance: Listed ^{AS}*vernacular* as a commercial vernacular or an early style description now considered utilitarian because function should dictate design or “form follows function” powered by the Industrial Revolution with the goal to maximize practicality, efficiency, and accessibility for the greatest number of people, often at the lowest possible cost.

10: Property is suitable for preservation or restoration: Yes

LEGAL DESCRIPTION RIDER

PARCEL 1: THAT PART OF LOTS 2, 3 AND 6 IN BLOCK 1 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2; THENCE NORTH 81 DEGREES 21 MINUTES 45 SECONDS EAST ALONG THE NORtherly LINE OF SAID LOT 2, A DISTANCE OF 16.0 FEET; THENCE SOUTH 13 DEGREES 35 MINUTES 24 SECONDS EAST ALONG A LINE THAT IF EXTENDED WOULD INTERSECT THE SOUTHERLY LINE OF SAID LOT 2 AT A POINT 25.0 FEET EASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT, A DISTANCE OF 87.24 FEET TO THE NORtherly LINE OF A WOOD BUILDING EXTENDED EASTERLY; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST ALONG SAID NORtherly LINE EXTENDED AND ALONG SAID NORtherly LINE OF SAID WOOD BUILDING 26.12 FEET TO THE NORTHWESTERLY CORNER OF SAID WOOD BUILDING; THENCE SOUTH 8 DEGREES 30 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID WOOD BUILDING AND SAID WOOD BUILDING EXTENDED 23.02 FEET TO THE SOUTHERLY LINE EXTENDED EASTERLY OF A BRICK BUILDING; THENCE SOUTH 81 DEGREES 37 MINUTES 34 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BRICK BUILDING AND ALONG SAID SOUTHERLY LINE EXTENDED 22.80 FEET TO THE WESTERLY LINE OF THE EASTERLY HALF OF SAID LOT 6; THENCE NORTH 8 DEGREES 29 MINUTES 40 SECONDS WEST ALONG THE WESTERLY LINE OF THE EASTERLY HALF OF LOT 6 AND THE WESTERLY LINE OF THE EASTERLY HALF OF LOT 3, A DISTANCE OF 109.77 FEET TO THE NORtherly LINE OF LOT 3; THENCE NORTH 81 DEGREES 21 MINUTES 45 SECONDS EAST ALONG SAID NORtherly LINE 25.17 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2: AN ACCESS EASEMENT FOR INGRESS AND EGRESS TO AND FROM 106 AND 108 EAST MAIN STREET, ST. CHARLES, ILLINOIS, OF SUFFICIENT WIDTH AND CONFIGURATION TO ALLOW PEDESTRIAN AND VEHICULAR ACCESS EXCEPT HOWEVER THAT SAID VEHICULAR ACCESS IF FOR ANY PERSONAL VEHICLE OF THE GRANTORS, THEIR HEIRS, SUCCESSORS, GRANTEES AND ASSIGNS, AND SHALL NOT BE CONSTRUED TO PROVIDE ACCESS FOR SERVICE VEHICLES, VENDOR DELIVERY VEHICLES OR VEHICLES OF CUSTOMERS, AND FURTHER SAID ACCESS BY PERSONAL VEHICLE SHALL BE LIMITED TO 30 MINUTES PER OCCASION OF USE. PEDESTRIAN INGRESS AND EGRESS IS FOR ALL PERSONS ENTERING AND EXITING 106 AND 108 EAST MAIN STREET, ST. CHARLES, ILLINOIS, WITHOUT LIMITATION. THE AFORESAID EASEMENT SHALL PROVIDE THE ABOVE DESCRIBED AND LIMITED ACCESS ACROSS THAT PART OF LOTS 2, 3 AND 6 OF BLOCK 1 OF THE ORIGINAL TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, 25.0 FEET; THENCE NORtherly 100.73 FEET TO A POINT ON THE NORtherly LINE OF SAID LOT 2 THAT IS 16.0 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 2 FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LAST DESCRIBED COURSE 87.47 FEET TO THE NORtherly WOODEN FACE EXTENDED EASTERLY OF A 1 STORY BUILDING; THENCE WESTERLY ALONG SAID NORtherly WOODEN FACE EXTENDED AND SAID NORtherly WOODEN FACE 26.25 FEET TO THE NORTHWESTERLY CORNER OF SAID NORtherly WOODEN FACE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID WOOD BUILDING AND SAID WOOD BUILDING EXTENDED 23.02 FEET TO THE SOUTHERLY LINE EXTENDED EASTERLY OF A BRICK BUILDING; THENCE WESTERLY 5.6 FEET ALONG THE SOUTHERLY LINE OF SAID BRICK BUILDING EXTENDED EASTERLY; THENCE NORtherly TO A POINT ON THE NORtherly LINE OF SAID LOT 3 THAT IS 4.0 FEET WESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE NORtherly LINE OF SAID LOTS 3 AND 2, 20.0 FEET TO THE POINT OF BEGINNING IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

09860406

08760614

RIDER "A"

7









FOR SALE
BY OWNER

630-513-3114







115 Cedar Avenue

09-27-386-015

STCHAS/1E/2

All documents are located at the Kane County Recorder office

1902 WD Bk434/Pg626 Clara Ferson to Chas Stewart

1910 WD Bk507/Pg222 Chas Stewart to Nellie Stewart

1910 circa structure is built between Jan 1910 and June 1911

1911 WD Bk536/Pg25 Nellie Stewart to John Gartner

1951 WD Bk1556/Pg555 Rose Gartner Rille to Nils Olsson

1965 WD Bk2305/Pg572 Olsson family to William/Jane Moore

1965 WD Bk2305/Pg577 Olsson family to William/Jane Moore

1986 WD Doc1779764 Jane Moore to Anthony Lisauskas

1990 WD Doc90k11950 Anthony Lisauskas to John McGuire

1994 WD Doc94K049859 John McGuire to Jeffery Kowalczyk

1994 WD Doc94049860 Jeffery Kowalczyk to Dawson



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 checked="" type="checkbox"/> Major Alteration	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insensitive to original	<input checked="" 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: Commercial Vernacular

Date of Construction: Not known

Source: Field Observation

Features:

Wrought iron railing on roof of one story brick structure with wrap around overhang.



Address:
~~115~~ East Cedar Avenue
115

Representation in Existing Surveys:

Federal
 State
 County
 Local

Block No. 41

Building No. 9

SURVEY DATE:
MAY 1994

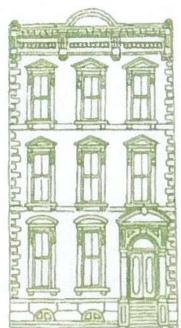
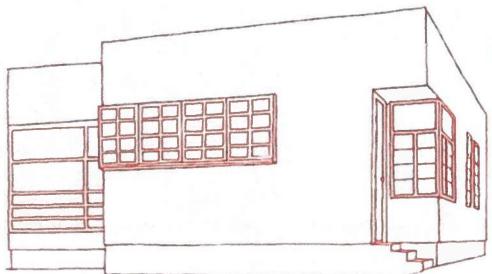
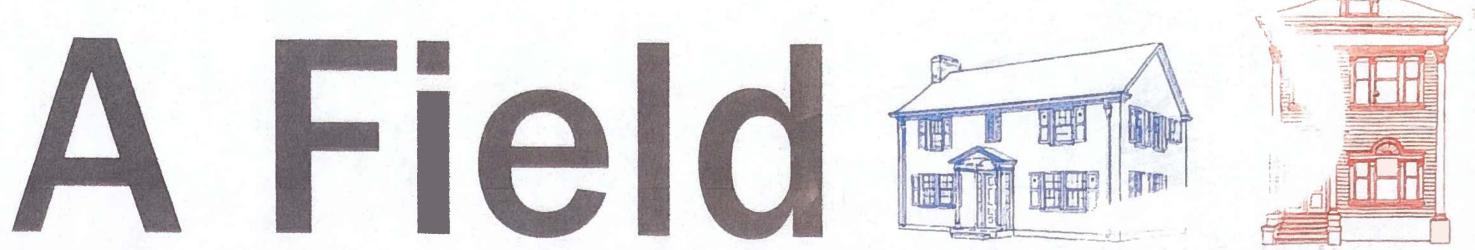
ROLL NO. 13

NEGATIVE NO. 28

A Field Guide to American Houses

The best-selling classic by Virginia and Lee McAlester now revised and expanded to include homes built after 1940 and a new section on how to "read" a neighborhood

The Definitive Guide to Identifying and Understanding America's Domestic Architecture



Virginia Savage McAlester

STYLED HOUSES SINCE 1935

American Vernacular

ca. 1930–Present

Identifying Features

Simple geometric forms (the kinds of houses you could build with a set of blocks); covered porches and balconies, with unadorned porch supports and railings; uncomplicated roofs; walls clad with one dominant material—generally wood, stone, or brick; stylistic details not present.²⁴

Principal Subtypes

FRONT-GABLED ROOF—Simple rectangular block with front-gabled roof; may have uncomplicated one- or two-story porch.

SIDE-GABLED ROOF—Simple rectangular block with side-gabled roofs; may have uncomplicated one- or two-story porch.

HIPPED ROOF—Simple hipped-roof form; may have uncomplicated one- or two-story porch.

CROSS-GABLED ROOF—Simple gable-and-wing form; may have straightforward one- or two-story porch.

COMPLEX ROOF FORM—This subtype includes a broad range of forms designed to evoke the qualities of slightly more complex American farmhouses. Some are designed to appear as if the house has grown over time, with basic shapes gathered or lined up together. Others add screened porches or incorporate familiar rural shapes like barns or silos. Some simply add roof or wall dormers, or a gable, to more basic forms.

Variants and Details

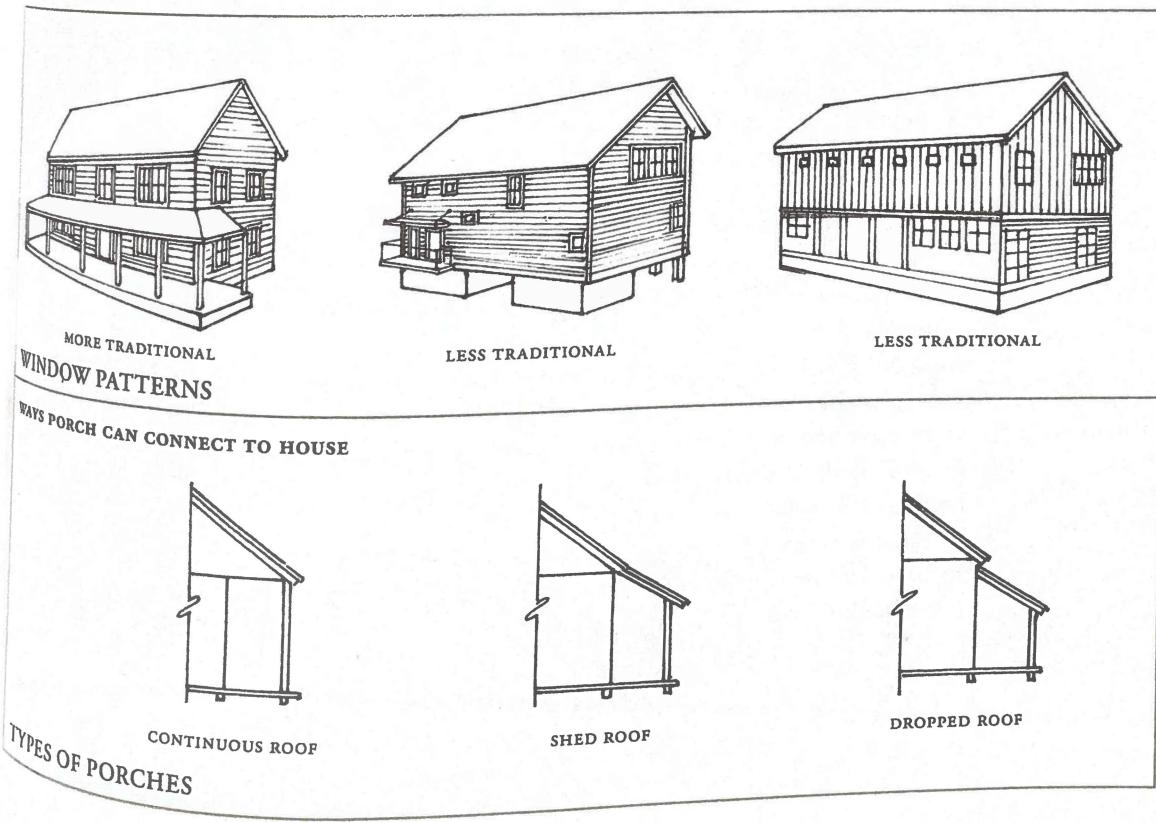
Porches are frequently the primary exterior embellishment on an American Vernacular house. In addition to the type of porch (one-story, two-story, partial-width, full-width,

1980s some TNDs had design guidelines written with the express purpose of creating new homes that recalled an area's architectural heritage—in effect legislating particular kinds of houses. Some of these guidelines concentrated on the form of the region's vernacular house (rather than a style) and created neighborhoods of American Vernacular houses.²⁵

Comments

In the late 1920s most American architects were designing Eclectic English-, Spanish-, and French-influenced houses. A few architects, however, began to study regional folk-house traditions and emulated them in the homes they designed—simplifying houses rather than complicating them. Chief among these were William Wurster in California and O'Neil Ford and Dave Williams in Texas. As William Wurster explained the process, "Design up from the log cabin, instead of trying to compress the mansion." In 1928, Wurster designed the Gregory Farmhouse in Scotts Valley, California—a well-publicized early American Vernacular house—and his architecture continued to use a process of simplifying rather than creating new shapes and forms.²⁶

In Texas, O'Neil Ford and his mentor and employer, Dave Williams, found inspiration in the folk houses that had been built in the Texas Hill Country by early German settlers. These sturdy, straightforward homes were simple shapes, built of native materials, and designed to take advantage both of their sites and the prevailing winds. Williams wrote two articles for the *Southwest Review* advocating a new regional architecture based on these Texas precedents.²⁷ In doing this, Williams and Ford joined Wurster





SEA RANCH, CALIFORNIA In addition to folk houses (pages 118–147), the simple shapes of barns and outbuildings, such as these at Sea Ranch, provided inspiration for American Vernacular houses.

as early leaders of a nascent regionalist movement where architects looked to the folk architecture of their own regions and designed homes based on them.²⁸ In 1965 the Sea Ranch reinforced this with its use of simple vernacular forms, such as MLTW's Bunker Barns with their predominant gabled shape.²⁹ In recent decades a growing number of architects have been designing these simple commonsense houses.³⁰

Since the early 1980s, TNDs have adopted style- and/or form-based guidelines for new construction, many intended to re-create a region's heritage of vernacular architecture.³¹ Recent pattern books have sometimes included regional patterns. An excellent example is *Louisiana Speaks: Pattern Book* by Urban Design Associates and Raymond L. Gindroz, FAIA, written after Hurricane Katrina destroyed so much of the rich vernacular architectural heritage of the Gulf Coast states. In addition, architects anxious to preserve the area's strong regional identity, such as Marianne Cusato and Duany Plater-Zyberk & Company, have designed plans for quite basic American Vernacular houses, such as Cusato's "Katrina Cottage."³²

Finally, perhaps as a reaction to the spread of Millennium Mansions, "Farmhouse" became a favored style during the 1990s and 2000s and was featured in pattern and other books.³³

While a direct quote isn't available in these snippets, *A Field Guide to American Houses* (by Virginia & Lee McAlester) likely discusses utilitarian styles **within its broader context of American vernacular architecture**, contrasting them with high-style movements, highlighting their focus on function (like barns, factories, simple farmhouses) using local materials, minimal ornament, and mass production, often grouped under Vernacular Architecture or Industrial/Functional Styles, showing how practicality shapes homes beyond formal design trends. 

Where to Find Utilitarian Styles in

Utilitarian architecture as a distinct approach emerged in the **late 18th and 19th centuries**, influenced by the philosophical movement of Utilitarianism and the needs of the Industrial Revolution. It became a dominant force in the **Modernist movement of the 20th century**.

Description of Utilitarian Architecture

Utilitarian architecture is defined by its core principle that **function should dictate design** ("form follows function"). The goal is to maximize practicality, efficiency, and accessibility for the greatest number of people, often at the lowest possible cost.

Key characteristics include:

- **Prioritization of Function:** The primary purpose of the building or product drives all design decisions, with aesthetic considerations being secondary.
- **Minimal Ornamentation:** Utilitarian structures are typically stripped of excessive or purely decorative elements, a concept famously captured by architect Adolf Loos's essay, "Ornament and Crime".
- **Raw and Industrial Materials:** Designs often showcase the raw materials and structural elements used in construction, such as exposed beams, columns, concrete, steel, and glass.
- **Simplicity and Efficiency:** Buildings tend to have clean lines, geometric forms, and a straightforward aesthetic that emphasizes durability and ease of use.
- **Mass Production and Cost-Effectiveness:** The style was heavily influenced by the ability to mass-produce materials and designs efficiently, making structures affordable and widely accessible.

Examples of classic utilitarian structures include industrial factory buildings, warehouses, and airplane hangars, which were designed purely for practical purposes. The principles also heavily influenced mid-20th century styles like the International Style and Brutalism, which applied functional aesthetics to large-scale residential and institutional buildings.

Vernacular architecture in 1910 was diverse, reflecting local needs, materials, and traditions, rather than a single style. It often blended common construction methods with elements borrowed from popular styles like the late-Victorian **Queen Anne**, and the newer **Craftsman** and **Prairie** styles, creating unique regional interpretations. Key features included designs adapted for local climate, use of local materials like wood and stone, and ornamentation sometimes borrowed from more formal styles, such as spindlework or patterned shingles.

Regional and stylistic influences

- **Regional adaptation:** Buildings were designed to fit the local environment and culture. For example, in forested areas, wood was a primary material, while desert regions might use adobe.
- **Blending of styles:** While vernacular styles were distinct from "high style" architecture, they often incorporated elements from popular trends of the era.
 - **Queen Anne and Victorian:** Many vernacular homes incorporated decorative elements like turned posts, spindlework, patterned shingles, and elaborate gable trim, though often in a less complex or asymmetrical way than a pure Queen Anne design.
 - **Craftsman and Prairie:** Styles like the "Seattle Box" from the era show influences from the Craftsman and Prairie styles, featuring elements like square forms, hipped roofs, and prominent front porches supported by stout columns.
 - **Other influences:** Some examples might incorporate details from [Stick](#), [Eastlake](#), or [Colonial Revival](#) styles.

Common materials and features

- **Materials:** Construction primarily used materials readily available in the region, such as local stone, wood, and brick.
- **Construction:** Techniques often relied on traditional methods passed down through generations of builders.
- **Ornamentation:** Detailing was often focused on specific areas, like the porch or gable, and could include decorative shingles, turned posts, or other machine-carved elements.
- **Layout:** Building forms and floor plans responded to practical needs, such as the "Seattle Box" having a simple, efficient four-room layout on the first floor.

107191

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Miss Clara M. Ferson

of the City of St. Charles in the County of Kane and State of Illinois
 for and in consideration of the sum of Nineteen Hundred (81900.00) DOLLARS
 in hand paid, CONVEY and WARRANT to

Charles A. Stewart

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

Part of Lots 2 and 7 in Block 1 of the Original Town now the City of St. Charles, Kane County, Illinois, bounded as follows: Commencing 16 feet East of the Northwest corner, Lot 2 in said Block 1, running thence Southeasterly to a point 25 feet East of the Northwest corner of Lot 7 in said Block, thence Southerly parallel with the East line of Lot 1 and Block 100 feet to the North line of Main Street, thence Easterly along the North line of Main Street 250 feet to the West line of said Lot 7, thence northerly along the West line of said Lots 7 and 2, 200 feet to the South line of Cedar Street, thence Easterly along the South line of Cedar Street 100 feet to place of beginning. This deed is given subject to a certain & gage from Miss Clara M. Ferson to Elyahith Brown dated January 16th 1902 for the sum of Sum H.undred and Fifty (8750.00) Dollars, payable in one year from date, interest at six & one half percent per annum, which said second party hereby assumes, and agrees to pay.

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 sixteenth day of January A. D. 1902

Signed, Sealed and Delivered in the Presence of

Miss Clara M. Ferson

STATE OF ILLINOIS
County of Kane

I, Charles A. Glaser, Notary Public, in and for said County, in the State aforesaid
DO HEREBY CERTIFY, that

Miss Clara M. Ferson

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary, 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 sixteenth day of January A. D. 1902

Charles A. Glaser

Notary Public

No. 66888. Filed for Record this 15th day of January A. D. 1904, at 3:55 o'clock P. M.
Frank C. George REC'D

BK 507
P6 222

107191

This Indenture Witnesseth, That the Grantor Charles A. Stewart, unmarried,

of the City of St. Charles, ~~and~~ County of Kane and State of Illinois
 for and in consideration of the sum of Seven Hundred and Fifty (\$750) DOLLARS,
 in hand paid, CONVEY and WARRANT to

Nellie C. Stewart

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

Part of Lots Nos. two and seven in Block No. one of the Original Town (now City) of St. Charles, Kane County, Illinois, described as follows, to-wit: Commencing sixteen feet East of the Northwest corner of Lot No. two in said Block No. one, running thence Southeasterly to a point twenty five feet East of the Northwest corner of Lot No. seven in said Block, thence Southerly parallel with the East line of Lot No. seven in said Block one hundred feet to the North line of Main Street in St. Charles, Illinois, thence Westerly along the North line of Main Street, twenty five feet to the West line of said Lot No. seven, thence North along the West line of said Lots Nos. seven and two, two hundred feet to the South line of Cedar Street, thence Westerly along the South line of Cedar Street sixteen feet to the place of beginning. (Subject to a Trust Deed to E. M. Hunt for \$800) situated in the City of St. Charles.

~~RELEASING~~ 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~~ the State of Illinois.

Dated this 18th day of January A. D. 1910.

Signed, Sealed and Delivered in the Presente of

Charles A. Stewart



STATE OF ILLINOIS, ss. I, Charles L. Hunt a Notary Public
 County of Kane

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

(Charles L. Hunt
 Notary Public
 (St. Charles, Kane Co. Ill.)

Charles A. Stewart, an unmarried man,

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 18th day of January A. D. 1910.
 Charles L. Hunt,
 Notary Public.

No 107008 filed for Record this 24th day of January A. D. 1910, at 10 o'clock A. M.

Frank E. George Recorder

S& T.

AKS 38
P6 25
WJ
NELLIE
STEWART
to
John Gartner
1911

This Indenture witnesseth, that the Grantor Nellie C. Stewart, unmarried,

of the City of St. Charles ~~Kane~~ County of Kane and State of Illinois
for and in consideration of the sum of Three Thousand (\$3000) DOLLARS.
in hand paid, CONVEYS and WARRANTS to

John Gartner

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

Part of Lots two and seven (2 and 7) in Block one (1) of the Original Town (now City) of St. Charles, Kane County, Illinois, described as follows, to-wit: Commencing 16 feet East of the Northwest corner of Lot 2 in said Block 1, running thence Southeasterly to a point 25 feet East of the Northwest corner of Lot 7 in said Block, thence Southwesterly parallel with the East line of Lot 7 in said Block 100 feet to the North line of Main Street in St. Charles, Illinois, thence Westerly along the North line of Main Street 25 feet to the West line of said Lot 7, thence North along the West line of said Lots 7 and 2, 200 feet to the South line of Cedar Street, thence Easterly along the South line of Cedar Street, 16 feet to the place of beginning, 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 ~~Illinois~~ the State of Illinois.

Subject to unpaid taxes and special assessments.

Dated this 31st. day of July A. D. 19 11.

Signed, Sealed and Delivered in the presence of

Nellie C. Stewart



STATE OF ILLINOIS } ss.
County of Kane

I, Charles L. Hunt a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Nellie C. Stewart, unmarried,

Charles L. Hunt
Notary Public
St. Charles, Kane Co. Ill.

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 she signed, sealed and delivered the said instrument as her 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 31st. day of July A. D. 19 11.

Charles L. Hunt,
Notary Public.

No. 1118287 filed for record this 1st. day of August A. D. 19 11, at 3:30 o'clock A. M.
Frank E. George Recorder
S&T.

WARRANTY DEED — JOINT TENANCY

THE GRANTORS, ROSE GARTNER RILLE (surviving joint tenant of Alvina Gartner, deceased) and JAY B. RILLE, her husband,

of the City of St. Charles County of Kane State of Illinois

for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey.... and Warrant.... to. NILS G. OLSSON and ESTHER P. OLSSON, husband and wife,

of the City of Aurora County of Kane State of Illinois

not in Tenancy in Common but in JOINT TENANCY, the following described Real Estate, to-wit:

The East half of Lots 3 and 6 in Block 1 and that part of Lots 2 and 7 in said Block 1 of the Original Town of St. Charles, on the East side of Fox River, described as follows: Beginning at the North West corner of said Lot 2, thence South along the West line of Lots 2 and 7 to the South West corner of said Lot 7, thence East along the South line of Lot 7 aforesaid 24.37 feet, thence Northerly along the extended West line of a brick and stone building known as the Glos Building, now owned by Norris, 80 feet to the North West corner of said building, thence Easterly along the North line of said building, .49 feet to a point in the East line of the West 25 feet of said Lot 7, thence Northerly parallel with the West line of Lot 7 aforesaid, 19.33 feet to the North line of Lot 7 aforesaid, thence North Westerly to a point in the North line of Lot 2 aforesaid, 16 feet Easterly of the North West corner of said Lot 2, thence Westerly along said North line 16 feet to the place of beginning.



situated in the City of St. Charles County of Kane in the State of Illinois, hereby expressly declaring that the estate conveyed shall pass, not in tenancy in common, but in joint tenancy, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance subject to general taxes for the year 1951 and subsequent years.

This conveyance made also subject to and together with all rights with respect to a party wall as given and described in an instrument dated October 19, 1911 and recorded in the Recorder's Office of Kane County, Illinois as Document 119784.

Dated this 21st day of September A. D. 1951.

[SEAL] Rose Gartner Rille [SEAL]

[SEAL] Jay B. Rille [SEAL]

[SEAL] [SEAL]

State of Illinois, } ss. I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that
Kane County }

Rose Gartner Rille (surviving joint tenant of Alvina Gartner, deceased) and Jay B. Rille, her husband, who are personally known to me to be the same person,

whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 21st day of September

A. D. 1951.

[Signature] [SEAL]

Notary Public.

Document No.

682945

Filed for record in Recorder's Office of Kane County, Illinois.

at 4:15 o'clock P. M. SEP 21 1951

Recorder of Deeds.



THE GRANTORS, DAISY OLSSON MARSHALL, as Trustee under the Last Will and Testament of Esther P. Olsson, as to an undivided 1/10th interest and DAISY OLSSON MARSHALL and ROBERT E. MARSHALL, her husband, as to an undivided 4/10ths interest,

SEP 21 1965

of the City of Galesburg County of Knox State of Illinois

for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey... and Quit Claim...
to... William R. Moore and Jane C. Moore, husband and wife

of the City of St. Charles County of Kane State of Illinois

not in Tenancy in Common but in JOINT TENANCY, the following described Real Estate, to-wit:

The East half of Lots 3 and 6 in Block 1 and that part of Lots 2 and 7 in said Block 1 of the Original Town of St. Charles, on the East side of Fox River, described as follows: Beginning at the Northwest corner of said Lot 2; thence South along the West line of Lots 2 and 7 to the Southwest corner of said Lot 7; thence East along the South line of Lot 7 aforesaid 24.37 feet; thence Northerly along the extended West line of a Brick and Stone building known as the Glos Building, 80 feet to the Northwest corner of said building; thence Easterly along the North line of said building .49 feet to a point in the East line of the West 25 feet of said Lot 7; thence Northerly parallel with the West line of Lot 7 aforesaid 19.33 feet to the North line of Lot 7 aforesaid; thence Northwesterly to a point in the North line of Lot 2 aforesaid, 16 feet Easterly of the Northwest corner of said Lot 2; thence Westerly along said North line 16 feet to the point of beginning; in the City of St. Charles, Kane County, Illinois,

situated in the City of St. Charles County of Kane in the State of Illinois,
hereby expressly declaring that the estate conveyed shall pass, not in tenancy in common, but in joint tenancy, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The conveyance of DAISY OLSSON MARSHALL, as Testamentary Trustee aforesaid is given in accordance with express power and authority as granted in the Last Will and Testament of Esther P. Olsson and the consideration received by the Trustee for said undivided 1/10th interest is \$4,250.00.

Dated this 12th day of August A.D. 1965.

Alana Olsson Marshall [SEAL]
Daisy Olsson Marshall, as Trustee under the
Last Will and Testament of Esther P. [SEAL]
Olsson. [SEAL]

DAISY OLSSON MARSHALL [SEAL]
Daisy Olsson Marshall [SEAL]
ROBERT E. MARSHALL [SEAL]
Robert E. Marshall [SEAL]

State of Illinois, I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that
Knox County, as
Daisy Olsson Marshall, as Trustee under the Last Will and Testament of
Esther P. Olsson; and Daisy Olsson Marshall and Robert E. Marshall, her husband

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

Given under my hand and Notarized seal, this day of August, 1965.

A.D. 19 65

1054372

Document No.

Notary Public.

Filed for record in Recorder's Office of Kane County, Illinois.

at 2 o'clock P.M. SEP 21 1965

Robert E. Marshall

RECORDED

EDRIS OLSSON KROHN, as Trustee under the Last Will and Testament of Esther P. Olsson, as to an undivided 1/10th interest, and EDRIS OLSSON KROHN and CLARENCE H. KROHN, her husband, as to an undivided 4/10ths interest,

of the Town of Manhasset County of Nassau State of New York
for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey... and Quit Claim...
to. William R. Moore and Jane C. Moore, husband and wife

of the City of St. Charles County of Kane State of Illinois
not in Tenancy in Common but in JOINT TENANCY, the following described Real Estate, to-wit:

The East half of Lots 3 and 6 in Block 1 and that part of Lots 2 and 7 in said Block 1 of the Original Town of St. Charles, on the East side of Fox River, described as follows: Beginning at the Northwest corner of said Lot 2; thence South along the West line of Lots 2 and 7 to the Southwest corner of said Lot 7; thence East along the South line of Lot 7 aforesaid 24.37 feet; thence Northerly along the extended West line of a Brick and Stone building known as the Glos Building, 80 feet to the Northwest corner of said building; thence Easterly along the North line of said building .49 feet to a point in the East line of the West 25 feet of said Lot 7; thence Northerly parallel with the West line of Lot 7 aforesaid 19.33 feet to the North line of Lot 7 aforesaid; thence Northwesterly to a point in the North line of Lot 2 aforesaid, 16 feet Easterly of the Northwest corner of said Lot 2; thence Westerly along said North line 16 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois,

situated in the of County of in the State of Illinois,
bereby expressly declaring that the estate conveyed shall pass, not in tenancy in common, but in joint tenancy, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The conveyance of EDRIS OLSSON KROHN, as Testamentary Trustee aforesaid is given in accordance with express power and authority as granted in the Last Will and Testament of Esther P. Olsson and the consideration received by the Trustee for said undivided 1/10th interest is \$4,250.00.

Dated this 13 day of August A. D. 19 65

Esther Olsson Krohn [SEAL]
Edris Olsson Krohn, as Trustee under the
Last Will and Testament of Esther P. [SEAL]
Olsson. [SEAL]

Edris Olsson Krohn [SEAL]
Edris Olsson Krohn [SEAL]
Clarence H. Krohn [SEAL]

NEW YORK
State of Illinois, I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that
Queens County ss. Edris Olsson Krohn, as Trustee under the Last Will and Testament of
N.Y. Esther P. Olsson; and Edris Olsson Krohn and Clarence H. Krohn, her husband

personally known to me to be the same person as
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therin set forth, including the release and waiver of
the right of homestead.

Given under my hand and notarial seal, this 13 day of August A. D. 19 65
ARTHUR MAHLER
Notary Public, State of New York
N.Y. 37-2173790
Qualified in Queens County
Term Expires March 30, 1967

Notary Public

Document No. 1054373 Filed for record in Recorder's Office of Kane County, Illinois.

2 o'clock P.M. SEP 21 1965

DOC
179764

WD

Moore
to
LISAUSKAS
1986

(2)

35-2633

WARRANTY DEED

THE GRANTORS, WILLIAM R. MOORE, JR. and JANE C. MOORE, husband and wife, in joint tenancy of Batavia, County of Kane, State of Illinois, for and in consideration of Ten (\$10.00) Dollars, CONVEY and WARRANT to ANTHONY J. LISAUSKAS and BARBARA A. LISAUSKAS, his wife of 1086 Pomona Court, Naperville, Illinois, not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Kane in the State of Illinois, to wit:

The East $\frac{1}{2}$ of Lots 3 and 6 in Block 1 and that part of Lots 2 and 7 in said Block 1 of the original Town of St. Charles, on the East side of Fox River, described as follows: Beginning at a North West corner of said Lot 2; thence south along the West line of Lots 2 and 7 to the South West corner of said Lot 7; thence East along the South line of Lot 7 aforesaid 24.37 feet; thence Northerly along the extended West line of a brick and stone building known as the Glos Building, 80 feet to the North West corner of said building; thence Easterly along the North line of said building .49 feet to a point in the East line of the West 25 feet of said Lot 7; thence Northerly parallel with the West line of Lot 7 aforesaid 19.33 feet to the North line of Lot 7 aforesaid; thence Northwesterly to a point in the North line of Lot 2 aforesaid, 16 feet Easterly of the North West corner of said Lot 2; thence Westerly along said North line 16 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois

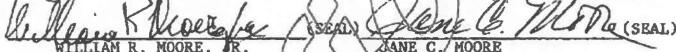
Permanent Index No.: 09-27-386-006

SUBJECT TO: See Attached Exhibit "A".

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 said premises not in tenancy in common, but in joint tenancy forever.

DATED this 13th day of May, 1986.

County Tax
Paid \$ 107.75
2020


WILLIAM R. MOORE, JR. JANE C. MOORE (SEAL)

State of Illinois, County of ~~St. Charles~~ ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM R. MOORE, JR. and JANE C. MOORE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

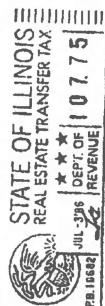
Given under my hand and official seal, this 3rd day of June, 1986.

Commission expires 10/15/89 Notary Public

This instrument was prepared by: Michael F. Sexton, 55 W. Monroe Street, Chicago, Illinois

Address of Property:

108 and 110 E. Main Street, St. Charles, Illinois; and 115 Cedar Avenue, St. Charles, Illinois



City, State & Zip

SEND SUBSEQUENT TAX BILLS TO:

ANTHONY J. LISAUSKAS and
BARBARA A. LISAUSKAS
1086 Pomona Court, Naperville,
Illinois

ILLINOIS
KANE COUNTY, ILL.
1986 JUL -3 PM 4:47 PM
RECORDED
108 E. Main Street
St. Charles, Illinois
115 Cedar Avenue
St. Charles, Illinois

(3)

1179764

8/1

EXHIBIT "A"

1. Taxes for the year 1985 and subsequent years.

2. Party wall in the East wall of the building located on the land as disclosed by Warranty Deed from Smith Conklin to Peter J. Burchell dated February 13, 1844 and recorded April 24, 1844 in Book 5, Page 71.

3. Existing leases, if any.

4. Agreement made by Charles A. Glos with John Gartner dated October 19, 1911 and recorded October 23, 1911 as Document 119784 for a party wall between the Glos and Gartner buildings located on Lot 7 in Block 1 aforesaid.

5. Right, title and interest of Lester J. Norris and Dellora A. Norris, his wife, in joint tenancy in and to that part of the land falling within the following described premises as conveyed by Warranty Deed from Henrietta A. Glos and Frederick Glos dated April 26, 1924 and recorded April 28, 1924 in Book 732, Page 362 as Document 235987 to wit: part of Lots 7 and 8 in Block 1 of the original town (now City) of St. Charles, described by beginning on the Northerly line of said Lot 8 at a point 28 feet West of the East line thereof; thence South parallel with Second Avenue, to the South line thereof; thence West along the South line of said Lots 8 and 7, 47 feet and 8 inches to the South West corner of brick and stone building now on said premises; thence Northerly along the West side of the West wall of said building 80 feet to the North West corner thereof; thence Northerly in the same course 12 feet; thence Northwesterly to a point in the North line of said Lot 7, 20.46 feet East of the North West corner thereof; thence Easterly along the North line of said Lots 7 and 8, 51.54 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois, subject to the right of John Gartner to the use of the West 5 inches of the West wall of said building under terms of agreement dated October 19, 1911 and recorded in Book 533, Page 435 in the Recorder's Office of Kane County, Illinois.

6. Reservation made in the Deed dated September 17, 1951 and recorded September 20, 1951 as Document 683820 from Lester J. Norris and Dellora A. Norris, his wife, to Rose Gartner Rille conveying part of Lot 7 in Block 1 of the original Town of St. Charles, Kane County, Illinois, described as follows: Commencing in the Northerly line of said Lot 7, 25 feet East of the North West corner thereof; thence South parallel to the West line of said Lot 7, 33 feet for a point of beginning; thence South parallel to the West line of said Lot 12 feet to the North line of the so-called Glos Building now owned by the above-named Grantors; thence West .49 feet to the North West corner of said building; thence North along the extension of the West line of said Building 12 feet 6 inches more or less to the North East face of the wall of the one-story building now standing on the Westerly 25 feet of said Lot 7; thence Southeasterly to the point of beginning, of the right at any time in the future to use the wall now standing on the above described premises, or any other wall constructed in the future thereon, as a party wall for their use.

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)NO. 810
February, 1985

90K11950

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTORS, ANTHONY J. LISAUSKAS and
BARBARA A. LISAUSKAS, his wife,

of the City of Naperville County of DuPage
 State of Illinois for and in consideration of
TEN AND NO/100THS (\$10.00) DOLLARS, &
other good & valuable consideration hand paid,
 CONVEY and WARRANT to JOHN W. MCGUIRE
 and LYNN L. MCGUIRE, his wife, of 41 W.
585 Golden Oaks Lane, St. Charles, IL
60175,

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE)
not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Kane in the State of Illinois, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION AND EASEMENT LANGUAGE.

SUBJECT TO:

a) Covenants, conditions and restrictions of record; b) Private, public and utility easements and roads and highways, if any; c) Party wall rights and agreements, if any; d) Special taxes or assessments for improvements not yet completed; e) General taxes for the year 1989 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1989; and f) Courtyard easement granted to Stephanie Slapak and Courtyard easements reserved to Sellers as more specifically described herein.

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 said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 09-27-386-006Address(es) of Real Estate: 115 East Cedar Avenue, St. Charles, IL 60174DATED this 6th day of March 19 90

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL) Anthony J. Lisauskas (SEAL)(SEAL) Barbara A. Lisauskas (SEAL)

State of Illinois, County of Kane ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY J. LISAUSKAS and BARBARA A. LISAUSKAS, his wife,

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

Given under my hand and official seal, this 6th day of March 19 90Commission expires July 25, 1991

NOTARY PUBLIC

This instrument was prepared by Robert C. Liston, Law Offices of Liston & Mauter, P.C.,
108 W. Liberty Drive, P.O. Box 480, (NAME AND ADDRESS) Wheaton, IL 60189-0480

MAIL TO:

John W. McGuire SR.
(Name)
41 W. 585 GOLDEN OAKS LANE
(Address)
ST. CHARLES IL 60175
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

John W. McGuire, SR
(Name)
41 W. 585 GOLDEN OAKS LANE
(Address)
ST. CHARLES IL 60175
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO. _____

(over)

STCHAS

01280784

County Tax
Paid \$ 62.50

HERE

STATE OF ILLINOIS	
REAL ESTATE TRANSFER TAX	
★ ★	DEPT OF REVENUE
MAR-8-90	
P.B.10682	
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CO. NO. 045	
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CHICAGO TITLE INSURANCE CO.
EAGLE COUNTY OFFICE
GENEVA, ILLINOIS

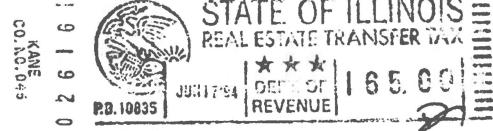
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WARRANTY DEED - Joint Tenancy

Rev. 1/65 00 CO 700
1994

divorced and not since remarried
 GRANTOR(S), John W. McGuire and Lynn L. McGuire, n/k/a Lynn L. Rembos, divorced and not since remarried of St. Charles, in the County of Kane, in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the grantee(s), Jeffrey Kowalczyk of 401 North Avenue, St. Charles, in the County of Kane, in the State of Illinois, ~~not in TENANCY IN COMMON~~ but in JOINT TENANCY, the following described real estate, to wit:



===== For Recorder's Use =====

See Attached Legal Description

(09-27-386-015)

Known as: 115 Cedar Avenue, St. Charles, Illinois 60174

Subject only to the following "permitted exceptions: if any: (a) General real estate taxes for the year 1992 and subsequent years. (b) Special Assessments confirmed after the contract date; (c) Building, building line and use or occupancy restrictions; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

GREATER ILLINOIS TITLE COMPANY
300 East Roosevelt Road
St. Charles, Illinois 60187
15.00

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 Said premises ~~not in TENANCY IN COMMON~~ but in JOINT TENANCY forever.

DATED this 16 day of January 1997.
 John W. McGuire *John W. McGuire* Lynn L. McGuire, n/k/a/ Lynn L. Rembos

STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John W. McGuire and Lynn L. McGuire, n/k/a Lynn L. Rembos, ~~divorced and not since remarried~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 16 day of

OFFICIAL SEAL
KENNETH L. POPEJOY
Notary Public, State of Illinois
My commission expires 6/2/99

Notary Public

My commission expires 6/2/97

Prepared by: KENNETH L. POPEJOY, 1776 Naperville Road, Wheaton, Illinois, 60187.

Mail Tax Bill To: Jeffrey Kowalczyk and , 115 Cedar Avenue, St. Charles, Illinois, 60174

RETURN TO: KENNETH L. POPEJOY, 1776 Naperville Road, Wheaton, Illinois, 60187

FILED FOR RECORD
KANE COUNTY, ILL.

658640X46

94K049859

RE JUN 17 PM 12:30

John W. McGuire
IN RECORDER

County Tax Paid
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1

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

JEFFREY J. KOWALCZYK, being duly sworn on oath,
states that he resides at 151 CEDAR AVE., ST. CHARLES, IL.
and that the attached deed is not in violation of
Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following
reasons:

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)
-OR-
the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.

2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.

3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.

4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.

5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.

6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.

7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.

8. Conveyances made to correct descriptions in prior conveyances.

9. The sale or exchange of parcels or tracts of land existing on the date of the Amending Act into no more than 2 parts and not involving any new streets or easements of access.

10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

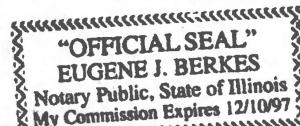
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

This 16th day of June, 1994.

Notary Public



94K049860

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FILED FOR RECORD
KANE COUNTY, ILL.

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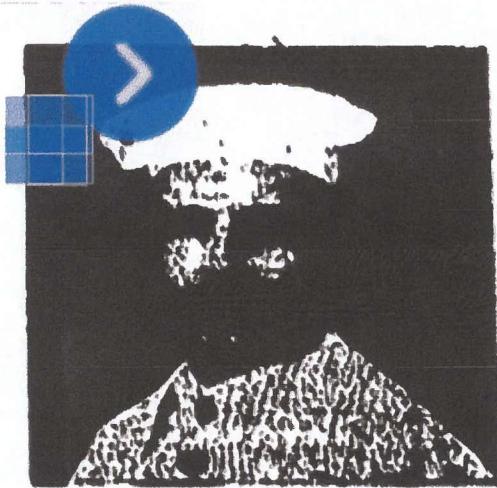
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We do not watch the thermometer, "We Bake." The snappy weather however is said to sharpen the appetite. You do not need a tonic to be able to enjoy our fine bakery supplies. Bread always first class, pastry in the same class. Then you can get confectionery and tobacco while here.

John Gartner

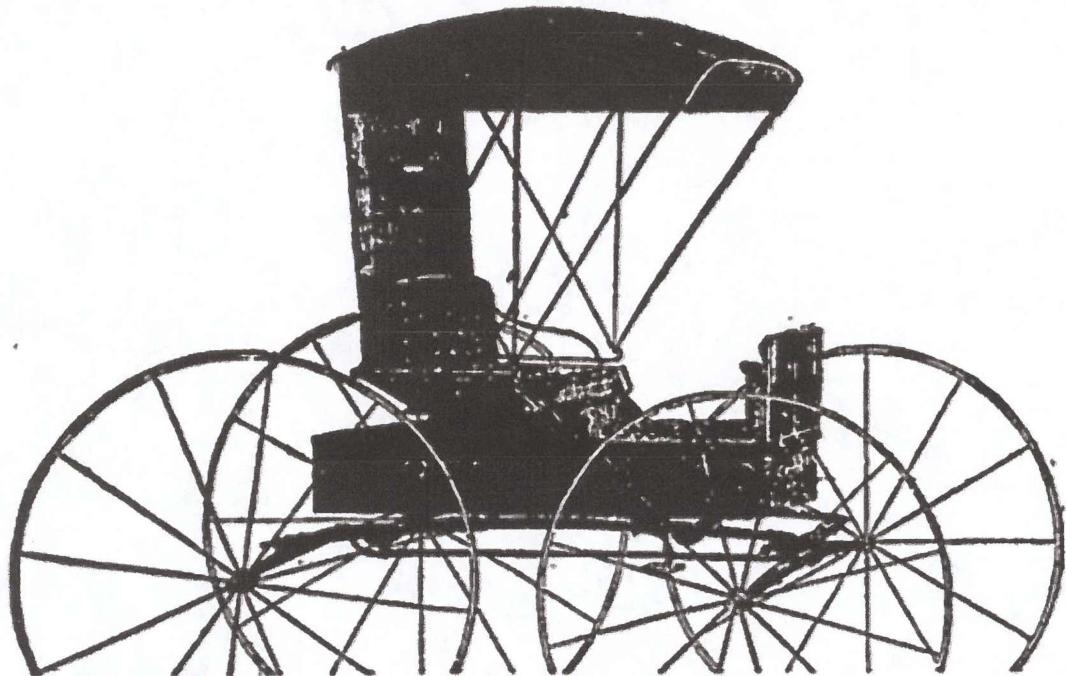
East Side Bakery



NOW that "Havana" expo-
nition is over, and the Chi-
cago election is settled, let us
get down to the necessary
article that braces up the
muscles of the White Horse,
and puts vigor into sand-
wiches.

Gartner bread is pure,
healthy and delicious. And
easy--you should try the poetry.
It will all suit your spring ap-
petite. And then just think
of the prices. Ask us.

John Gartner
EAST SIDE BAKERS



Carriage Painting and Trimming.

I have added to my carriage trimming business a carriage paint shop. Nothing but the very best paints and high grade varnishes will be used. Parties having carriages that need re-trimming and painting will find no better or cheaper place in Kane County.

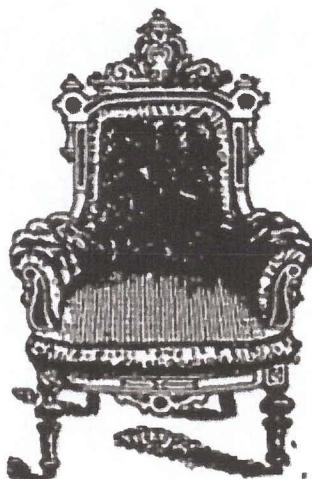
Respectfully,

C. A. STEWART.

... C. A. STEWART

Furniture and Mattresses,
Elegantly Upholstered Easy Chairs,

Fine Chamber Suits,
Substantial Book Cases
and Desks,
Baby Carriages,
Lounges, Carpets,
Piano and Organ Stools.



Handsome Rattan Chairs,
Beautiful Carpet Rockers,
Children's Express Wagons,
Brackets, Mirrors,
Window Shades,
Etc., Etc.

ST. CHARLES, ILLINOIS.

MUSIC.

All Kinds of Strings.

Violins,
Guitars,
Mandolins,
Harmonic's,
Jews Harps,
Cornets,
Organs,



Fifes,
Piccolos,
Accordeons,
Flageolets,
Autoharps,
Clarionets,
Flutes.

Ask for our Catalogue of 3000 pieces of 10c sheet music Orders taken for
any piece of music published.

C. A. STEWART.

1837

Charleston

For Vacantion Part Chestnut 11
Case - dated Oct 26 - 1870
See Book 2621 - Page 191
Hans E. Markman
Recorder K.C.T.

See Certified Copy. See Book 11
8 Plat. Page 10

FOR VACATION OF PT OF
WALNUT AVENUE SEE
DOC. 1401157

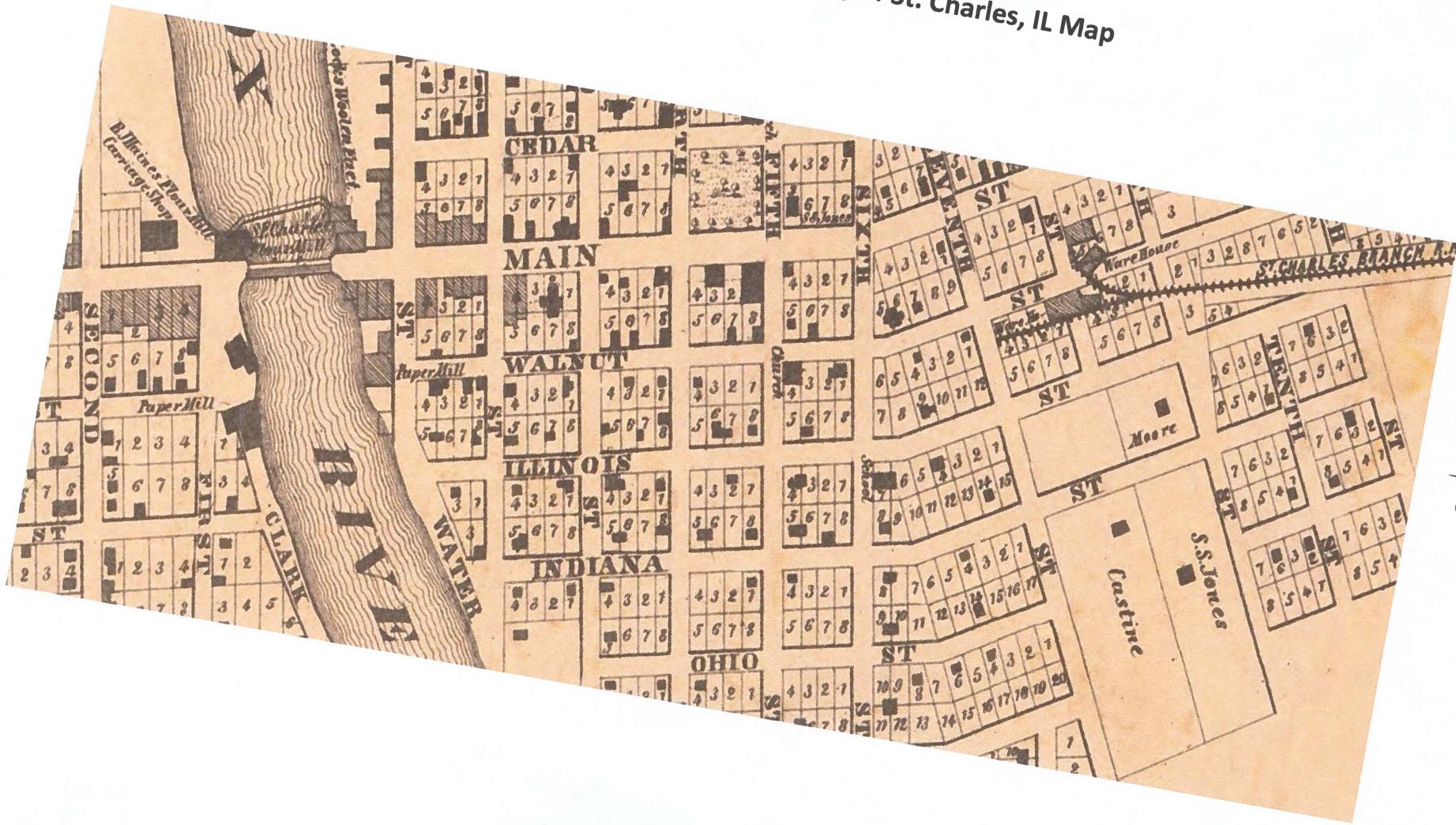
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David D. Parker

1860 Library of Congress City of St. Charles, IL Map



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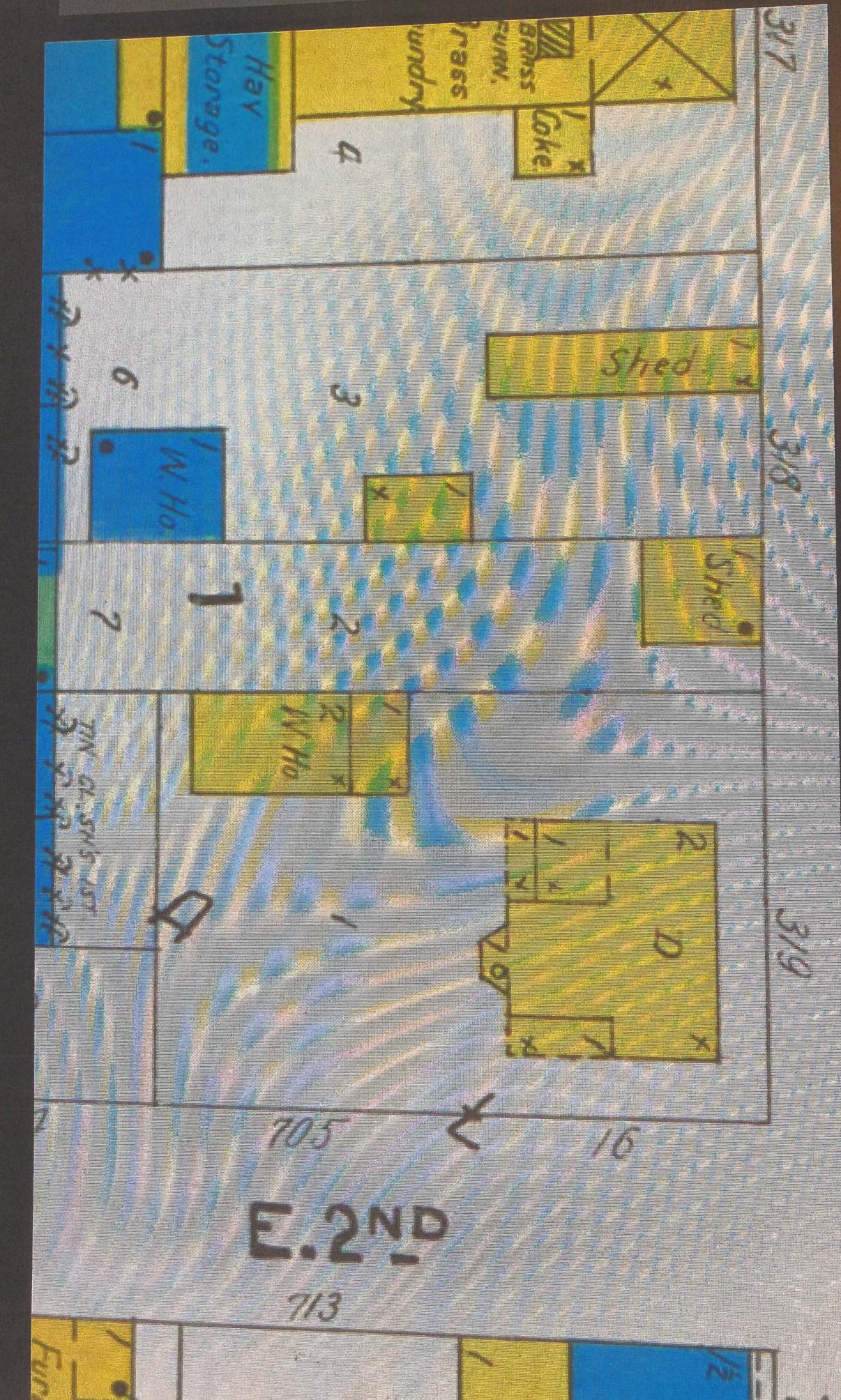
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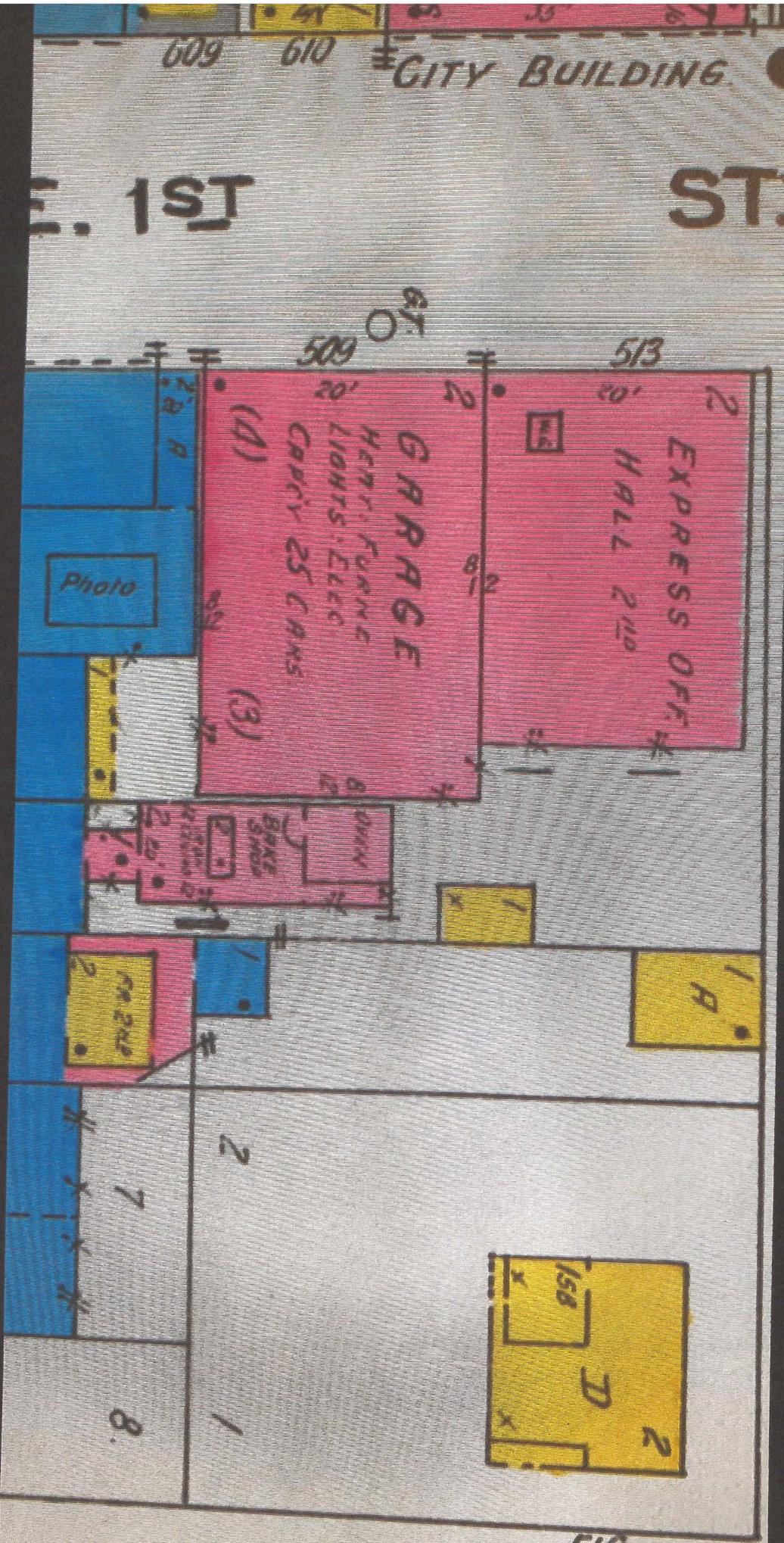
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St. Charles, Kane Co., Illinois, April 1905





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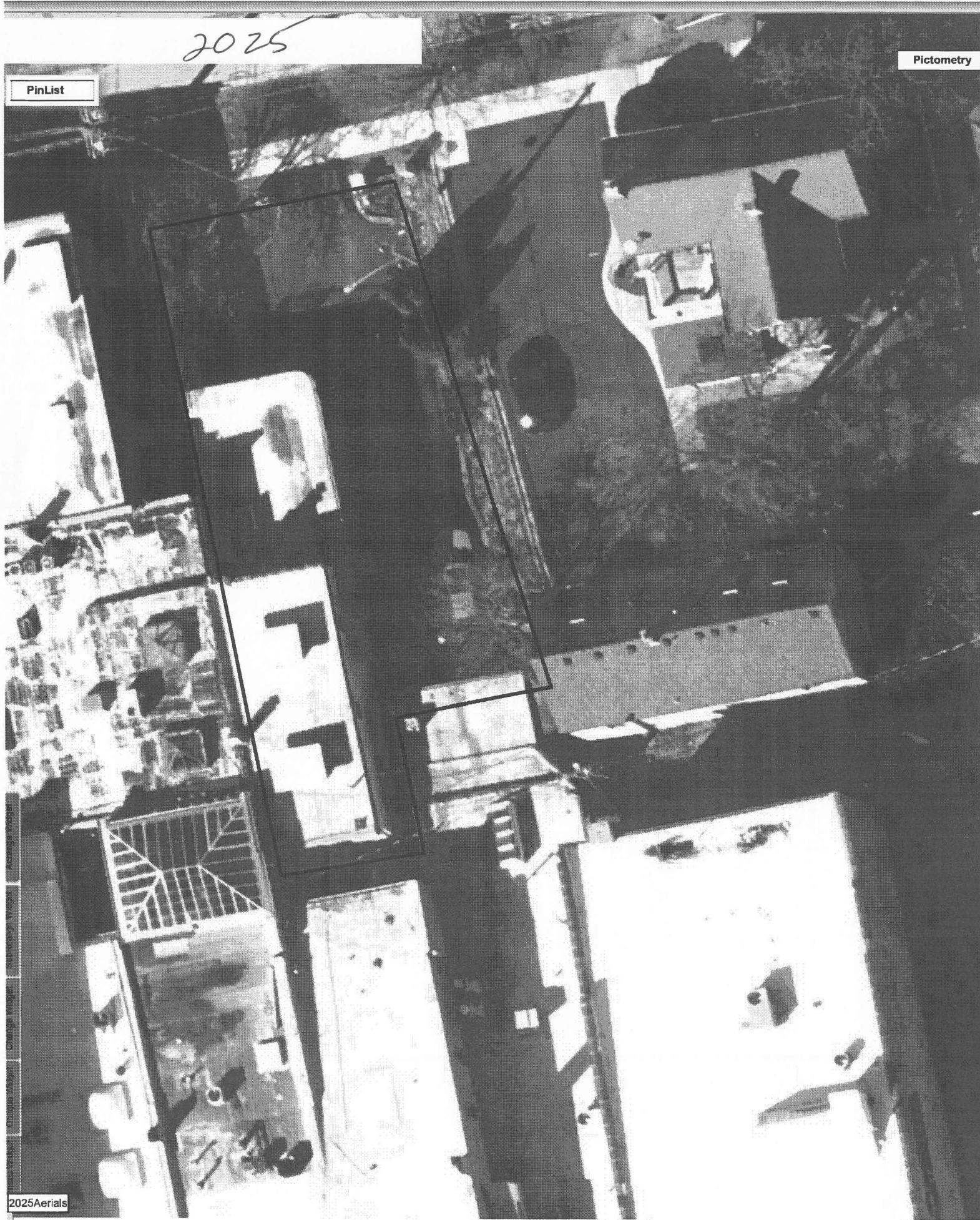
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 CITY OF ST. CHARLES <small>ILLINOIS • 1834</small>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4g
	Title:	Recommendation to approve corrections to Title 15 “Buildings and Construction”	
	Presenter:	Russell Colby	
Meeting: Planning & Development Committee		Date: January 12, 2026	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Staff has prepared an ordinance to clean up and correct sections of the Building Code, Municipal Code Title 15 “Buildings and Construction.”</p> <p>The corrections include:</p> <ul style="list-style-type: none"> • Deleting an outdated 2014 Electric Code section (15.04.045) – code was previously replaced/superseded by the 2020 code edition (15.04.035) • Deleting an outdated 1973-1989 Swimming Pool chapter (Chapter 15.36) – code was previously replaced/superseded by the 2021 International Swimming Pool and Spa Code (Section 15.04.025) • Updating a reference to Title 18, Stormwater Management (15.04.105) • Combining the Building Permit Time Limit/Expiration sections into a single section (Delete 15.04.120, revise 15.101.010- Section 105.5) • Correction of code edition references in Chapter 15.101 Administration <p>No standards or requirements will change.</p>			
Attachments (please list): Red line code sections, Ordinance			
Recommendation/Suggested Action (briefly explain): Recommendation to approve corrections to Title 15 “Buildings and Construction”			

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.04 BUILDING CODE

15.04.025 2021 International Swimming Pool & Spa Code—Regulations adopted and modified.

The provisions of the 2021 International Swimming Pool & Spa Code issued by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one (1) copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

Amendments to the 2021 International Swimming Pool & Spa Code:

1. **Chapter 1 - Scope and Administration.** The City has adopted a separate Administrative Code under the Municipal Code Chapter 15.101.
 - a. **Section 105.4.3 "Expiration** - delete in its entirety.
 - b. **Section 105.4.4 "Extensions** - delete in its entirety.
 - c. **Section 108.6. "Refunds** - delete in its entirety.
 - d. **Section 111 "Means of Appeal** - delete in its entirety.
 - e. **Section 112 "Board of Appeals** - delete in its entirety.
 - f. **Section 113.4 "Violation penalties** - delete in its entirety.
2. **Chapter 3 - General Compliance.**
 - a. **Section 305.1 Barrier Requirements - General** - Delete and replace with the following: The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7. Swimming Pools shall comply with 305.2 through 305.7, regardless of the existence of a powered safety cover.

(2022-M-30: § 1; Ord. No. 2016-M-16; Ord. No. 2024-M-13, § 1, 7-22-2024)

15.04.030 International Mechanical Code 2021—Regulations adopted and modified.

The provisions of the 2021 International Mechanical Code issued by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one (1) copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

Amendments to the 2021 International Mechanical Code:

1. **Chapter 1 Administration.** The City has adopted a separate Administrative Code under the Municipal Code Chapter 15.101.
 - a. **Section 106.4.3 "Expiration"** - delete in its entirety.
 - b. **Section 106.4.4 "Extensions"** - delete in its entirety.
 - c. **Section 109.6 "Refunds"** - delete in its entirety.
 - d. **Section 114 "Means of Appeal"** - delete in its entirety.
 - e. **Section 115.4 "Violation Penalties"** - delete in its entirety.
 - f. **Section 301.11 "Plumbing Connections"** - delete in its entirety and substitute the following therefore:

Section 301.11 - Plumbing Connections - Section 301.11 Plumbing Connections. All references within this Code to the "International Plumbing Code" shall be changed to read, "Illinois Plumbing Code" as currently adopted, as sponsored and published by the Illinois Department of Public Health, and as amended by the procedures and provisions of Title 15 'Buildings and Construction' of the St. Charles Municipal Code." The provisions of said plumbing code, as amended, shall apply to the installation, alteration, repair and replacement of plumbing systems, including appliances, fixtures, fittings and appurtenances thereto.

(2022-M-27: § 1; 2016-M-17: § 1; 2010-M-45: § 1; 2004-M-63: § 1; 1993-M-59: § 1)

15.04.035 International Fuel Gas Code 2021—Regulations adopted and modified.

The provisions of the 2021 International Fuel Gas Code issued by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one (1) copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

Amendments to the 2021 International Fuel Gas Code:

1. **Chapter 1 Scope and Administration.** The City has adopted a separate Administrative Code under the Municipal Code Chapter 15.101.
 - a. **Section 106.5.3 "Expiration"** - delete in its entirety.
 - b. **Section 106.5.4 "Extensions"** - delete in its entirety.
 - c. **Section 109.6 "Refunds"** - delete in its entirety.
 - d. **Section 113 "Means of Appeal"** - delete in its entirety.
 - e. **Section 114 "Board of Appeals"** - delete in its entirety.
 - f. **Section 115.4 "Violation Penalties"** - delete in its entirety.
2. **Chapter 4 Gas Piping Installations:**
 - a. **Section 403.4.5 "Corrugated Stainless Steel Tubing"** - Delete in its entirety.

(2022-M-28: § 1; 2016-M-18: § 1; 2016-M-10: § 1; 2010-M-46: § 1; 2004-M-64: § 1)

15.04.040 National Electrical Code 2020—Regulations adopted and modified.

The provisions of the 2020 Edition of the National Electrical Code, NFPA 70, issued by the National Fire Protection Association, Inc., One Batterymarch Park, Quincy, Massachusetts, 02269 (hereinafter sometimes referred to as the "NEC") not less than three (3) copies of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois, for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

1. **Article 110 Section 110.5 Conductors:** revise by deleting and substituting the following:

Other than service conductors provided by the Utility or multiplexed aerial cables as allowed in Article 396 Section 396.2(4) that comply with Article 310, all conductors shall be copper unless otherwise specifically approved by the City of St. Charles Building and Code Enforcement or the City of St. Charles Electric Utility.

2. **Article 110 Section 110.13 (A) Mounting:** Add a new paragraph to read as follows:

(A) Mounting. All electric panels mounted on concrete or masonry walls that are either exterior walls or below grade, shall have a minimum of $\frac{1}{2}$ inch plywood installed behind the panel, or the panel shall be mounted to structural mounting channel that provides a minimum $\frac{1}{2}$ inch airspace between the panel and the wall, for the purposes of support and to help prevent moisture entering the panel. Such mounting shall allow panel replacement if required.

3. **Article 210 Section 210.70 Lighting Outlets Required:** Add a new paragraph to read as follows:

(D) Illumination of Mechanical Equipment. All occupancies shall have luminaries installed within four (4) feet of the front of all electric panels and within four (4) feet of all mechanical equipment to enable servicing the equipment.

4. **Article 225 Outside Branch Circuits and Feeders:**

- a. **Section 225.30 Number of Supplies:** Add a new paragraph to read as follows:

(G) Everything in this complete section applies only to feeders and branch circuits, and not Electric Utility services.

5. **Article 230 Services Part 1 General:**

- a. **Section 230.2 Number of Services:** revise by adding the following language: All new construction, as well as One and Two-Family Attached (two units) and Detached dwellings that are rebuilt or added onto from the foundation or partial foundation upward, are required to have an underground electrical service.

- b. **Section 230.2 Number of Services, (B) Special Occupancies:** By special permission, which means written consent and approval by the City of St. Charles Municipal Electric Utility, additional services shall be permitted for either of the following:

1. Multiple-occupancy buildings where there is no available space for service equipment accessible to all occupants

2. A single building or other structure sufficiently large to make two or more services necessary

3. Add new paragraph to read as follows: 3. Multiple-occupancy buildings will have either an external building main disconnect, a key operated shunt trip main disconnect, or parallel key operated shunt trip main disconnects for all services supplied to the building. Parallel shunt trip key operated main disconnects must be provided and installed in a manner approved by the City St. Charles Municipal Electric Utility

- c. **Section 230.3 One Building or Other Structures Not to be Supplied Through Another:** revise by deleting and substituting the following: 230.3 One Building, or Other Structure, or Tenant Space, Not to be Supplied Through Another. Service conductors, feeders, or branch circuits of one building, or other structure, or tenant space, shall not pass through the interior of another building, or structure, or tenant space.
- d. **Section 230.6 Conductors Considered Outside the Building:** Add new paragraph to read as follows: (6) Where installed in any "common area" (hallway, corridor or common space accessible to multiple premises) that meets the construction requirements of a one-hour fire rating. Conductors shall be installed in solid metal raceway conduit within "common areas" and shall have a label every five (5) feet identifying the conductors within the conduit.
- e. **Section 230.43 Wiring Methods for 1000 volts, nominal, or Less:** revise by deleting the list of approved methods and substituting the following:
 - 1. Rigid Metal Conduit (RMC)
 - 2. Intermediate Metal Conduit (IMC)
 - 3. Rigid Polyvinyl Chloride Conduit (PVC)- but only for underground installations with conversion to RMC or IMC above grade if exposed.
- f. **Section 230.44 Cable Trays:** Delete entire section.
- g. **Section 230.46 Spliced and Tapped Conductors:** revise by deleting and substituting the following: 230.46 Spliced Conductors. Splices in service entrance conductors, other than those installed by the Electric Utility, are not allowed. Taps on the line side of the service main disconnect are not allowed.
- h. **Section 230.70 General (A) Location, (1) Readily Accessible Location:** revise by deleting and substituting the following: (1) Readily Accessible Location. Service disconnecting means shall be provided either outside the building or through a shunt trip main with remote control at the Fire Control Panel and shall have provisions to allow the service to be locked open. Each building/tenant space shall have a main disconnect incorporated within the main distribution panel inside the space in addition to any external main or building shunt trip main for multiple occupancy buildings.
- i. **Section 230.70 General (A) Location: (3) Remote Control:** revise by deleting and substituting the following: Where remote control devices are used to actuate the service disconnecting means, the service conductors installed inside a building without over current protection shall not exceed five (5) feet in length.
- j. **Section 230.71 Maximum Number of Disconnects:** revise by deleting the entire section and substituting the following: All buildings are limited to one (1) electric service in accordance with 230.2 and one (1) electric service disconnect. Exceptions are as listed in 230.2; single family residences are limited to one (1) service; two family duplex residences are limited to two (2) services; townhomes of three to six residences are limited to three (3) to six (6) services; and multi-tenant buildings must have one (1) building service disconnect which is ahead of all tenant metered services.
- k. **Section 230.79 Rating of Service Disconnecting Means (C) One- and Two-Family Attached (two units) and Detached Dwelling:** revise by deleting and substituting the following:

(C) One-and Two-Family Attached (two units) and Detached Dwelling: All electric panel installations for new single-family dwellings and remodel/additions of existing dwellings that rebuild from the foundation or any part thereof upward shall be a minimum of 200-ampere

rated. The main service disconnecting means (circuit breaker or fused switch) shall be 200-ampere rated.

(D) **All Others:** revise by deleting and substituting the following: (D) Multi-family and Single-family Attached Dwellings. All apartment or dwelling unit electric panel installations for new multi-family dwellings and new single family attached six (6) or less dwelling units shall be a minimum of 100-ampere rated. The occupancy main service disconnecting means (circuit breaker or fused switch) for each apartment or dwelling unit shall be a minimum of 100-ampere rated.

(E) **All Others.** For all other installations, the service disconnecting means shall have a rating of not less than 60-ampere, unless approved by the City of St. Charles Municipal Electric Utility.

- I. **Section 230.82 Equipment Connected to the Supply Side of Service Disconnect:** revise by deleting all and substituting the following: Only the following equipment shall be permitted to be connected to the supply side of the service disconnecting means:

1. Cable limiters—only allowed when reviewed and approved by the Electric Utility.
2. Meters and meter sockets nominally rated not in excess of 1000 volts, if all metal housings and service enclosures are grounded in accordance with Part VII and bonded in accordance with Part V of Article 250. Equipment and interconnections cannot be installed on the supply side of the service meter/main.

- m. **Section 230.85 Emergency Disconnects:** revise by deleting all and substituting the following:

"Emergency Disconnect-Not Service Disconnect" installations are not allowed. Residential services 1-2-3-4-5-6 family installations (single family, duplexes, townhomes for 3-6 units) allowed to have a single service to the building with separate meter/mains for each occupancy, with required labeling. All other buildings are to have an exterior service main disconnect or an exterior key operated switch to disconnect an interior shunt-trip service main disconnect.

6. **Article 242 Overvoltage Protection:**

- a. **Section 242.12 Type 1 SPDs (A) Installation (1):** revise by deleting and substituting the following:(1) Equipment and connections to the supply side of the service disconnect are not allowed.
- b. **Section 242.12 Type 1 SPDs (B) At the Service:** revise by deleting and substituting the following:(1) Equipment grounding terminal in the service equipment.

7. **Article 250 Grounding and Bonding**

- a. **Section 250.24 Grounding of Service-Supplied Alternating-Current Systems (A) System Grounding Connections (1) General:** revise by deleting and substituting the following: The grounding electrode conductor connection from each grounding electrode shall be made at a single point at the terminal or bus to which the grounded service conductor is connected at the service disconnecting means.
- b. **Section 250.25 Grounding Systems Permitted to be Connected on the Supply Side of the Disconnect:** revise by deleting and substituting the following: Grounding electrode conductors and equipment grounding conductors are not allowed to be connected on the supply side of the service main disconnect.
- c. **Section 250.28 Main Bonding Jumper and System Bonding Jumper (A) Material:** revise by deleting and substituting the following: Main bonding jumpers and system bonding jumpers shall be of copper. Main bonding jumpers and System bonding jumpers shall be copper conductors or factory supplied or approved bus.

- d. **Section 250.50 Grounding Electrode System:** revise by deleting and substituting the following: All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be utilized for grounding the electric service at the first point of disconnect only, and all grounding electrode conductors and their respective raceways must be installed directly from the grounding electrode in a dedicated raceway.
- e. **Section 250.53 Grounding Electrode System Installation (D) Metal Underground Water Pipe (2) Supplemental Electrode Required:** revise by deleting and substituting:

A metal underground water pipe shall be supplemented by an additional electrode of a type specified in Section 250.52 (A)(2-8). If the additional electrode is a rod type as specified in Section 250.52 (A)(5), then that electrode must also have a supplemental additional electrode of a type specified in Section 250.53 (A)(2), unless as noted in Section 250.53 (D)(2) Exception that the first supplemental electrode has a resistance to earth of 25 ohms or less as evidenced by a fall-of-potential test witnessed by the City of St. Charles Municipal Electric Utility. All supplemental electrodes shall be connected with a grounding electrode conductor to the grounded service-entrance conductor at the service main disconnecting means, except that a Section 250.52 (A)(5) supplemental ground rod electrode may connect to the first additional electrode if it is also a ground rod.
- f. **Section 250.62 Grounding Electrode Conductor Material:** revise by deleting and substituting the following: All grounding electrode conductors shall be copper, and the installation of the conductor shall protect against corrosion. Conductors of the wire type shall be solid or stranded, and insulated, or covered, or bare.
- g. **Section 250.64 Grounding Electrode Conductor Installation:** Section 250.64 installations must be in accordance with Section 250.50.
 - (A) **Aluminum or Copper-Clad Aluminum:** revise by deleting and substituting the following: All grounding electrode conductors shall be copper only.
 - (B) **Securing and Protecting Against Physical Damage:** revise by deleting and substituting the following: All grounding electrode conductors shall be installed in an independent and dedicated raceway directly from the grounding electrode to the service single first point of disconnect.
 - (C) **Continuous:** revise by deleting and substituting the following: Grounding electrode conductor(s) shall be installed in one continuous length without a splice or joint.
- (E) **Raceways and Enclosures for Grounding Electrode Conductors. (1) General:** revise by including additional language as follows: Ferrous metal raceways and enclosures for grounding electrode conductors shall be electrically continuous from the point of attachment to cabinets or equipment to the grounding electrode and shall be securely fastened to the ground clamp or fitting. Ferrous metal raceways and enclosures shall be bonded at each end of the raceway or enclosure to the grounding electrode or grounding electrode conductor. All grounding electrode conductor raceways that are exterior and exposed above grade shall be ferrous metal RMC or IMC conduit. Schedule 40 rigid PVC conduit is permitted for grounding electrode conductor raceways installed both above grade and underground in the interior of a building, as well as exterior underground if the entire raceway is completely below grade. Schedule 40 rigid PVC grounding electrode conductor raceways are not required to be electrically continuous.
- (F) **Installation to Electrode(s):** revise by deleting and substituting the following: Unless granted a specific exemption by the City of St. Charles Municipal Electric Utility, all grounding electrode conductors and raceways must be installed separately and continuously from each grounding electrode to the service grounded conductor (neutral) grounding/bonding termination point at the service main disconnect.

- h. **Section 250.68 Grounding Electrode Conductor and Bonding Jumper Connection to Grounding Electrodes (C) Grounding Electrode Connections:** revise by deleting (1), (2) and (3) and substituting the following: The metal structural frame of a building can only be used as a bonding conductor for a grounding electrode conductor by specific approval of the City of St. Charles Municipal Electric Utility.
- i. **Section 250.118 Types of Equipment Grounding Conductors:** revise by deleting and substituting the following: The equipment grounding conductor must be a separate copper conductor run with the circuit conductors unless given exemption by the City of St. Charles Municipal Electric Utility which may require approved certified testing.

8. **Article 300 General Requirements for Wiring Methods and Materials**

- a. **Section 300.1 Scope (A) All Wiring Installations:** add new paragraph to read as follows: (1) With the exception of one- and two-family dwellings, all current carrying conductors exceeding 50 volts shall be installed in rigid metal conduit, intermediate metallic conduit, electrical metallic tubing, flexible metallic tubing, MC cable, or AC cable, with the exception that PVC conduit may be used with the approval of the City of St. Charles Building and Code Enforcement Department for corrosive or other special application areas.
- b. **Section 300.5 (C) Underground Installations:** delete Exception No. 1 and delete Exception No. 2
- c. **Section 300.5 Underground Installations, (D) Protection from Damage, (3) Service Conductors:** revise by deleting and substituting the following: (3) Service Conductors. Single and two family dwelling underground service conductors shall be installed in minimum 3" Schedule 40 PVC. All other underground service conductors shall be installed in RMC, IMC, or Schedule 40 PVC conduit that is encased in concrete unless given exemption by the City of St. Charles Municipal Electric Utility.
- d. **Table 300.5 Minimum Cover Requirements, 0 to 1000 Volts, Nominal, Burial in Millimeters (Inches):** delete the third row table entries related to Under a Building.
- e. **Table 300.5 Minimum Cover Requirements, 0 to 1000 volts, Nominal, Burial in Millimeters (Inches):** revise by deleting the fourth row and substituting the following fourth row description to read as follows: Table 300.5 Minimum Cover Requirements, 0 to 1000 Volts, Nominal, Burial in Millimeters (Inches). Under minimum of 102 mm (4 inch) thick concrete interior or exterior slab with no vehicular traffic and the slab extending not less than 152 mm (6 inch) beyond the underground installation.

9. **Article 310 Conductors for General Wiring**

- a. **II Installation:** Section 310.10 Uses Permitted (G) Conductors in Parallel (3) Separate Cables or Raceways: revise by deleting and substituting: Where run in separate cables or raceways, the cables or raceways with conductors shall have the same number of conductors and shall have the same electrical characteristics. All conductors of a circuit shall have the same physical and electrical characteristics.
- b. **Section 310.3 Conductors (B) Conductor Material.** Revise by deleting and substituting the following: (B) Conductor Material. Other than service conductors provided by the Utility, or multiplexed aerial cables as allowed by Section 396.2 (4) that comply with Article 310, all conductors shall be copper unless otherwise specifically approved by the City of St. Charles Building and Code Enforcement Department or the City of St. Charles Municipal Electric Utility.

10. **Article 314 Outlet, Device, Pull, and Junction Boxes; Conduit Bodies; Fittings; and Handhole Enclosures:**

- a. **Section 314.28(E):** add to description - Power Distribution Blocks are not allowed on the supply side of a service disconnect.
- b. **Section 314.3 Nonmetallic Boxes.** Delete this section.
- c. **Section 314.43 Nonmetallic Boxes.** Delete this section.

11. **Article 334 Nonmetallic-Sheathed Cable: Types NM, NMC, and NMS**

- a. **Section 334.40 Boxes and Fittings (A) Boxes of Insulating Materials:** Revise by deleting and substituting the following: Nonmetallic outlet boxes are only permitted for use in corrosive applications as determined and approved by the City of St. Charles Building and Code Enforcement Department.
- b. **Section 334.40 Boxes and Fittings (B) Devices of Insulating Materials:** Delete this section.

12. **Article 625 Electric Vehicle Power Transfer System**

- a. **Section 625.1 Scope:** revise by adding the following: EV Power Transfer Systems require an electric service application and permitting through the Building and Code Enforcement Division. All permits will be reviewed for impacts to the Customer's service and the Utility Distribution System.

13. **Article 695 Fire Pumps**

- a. **Section 695.3 Power Source(s) for Electric Motor-Driven Fire Pumps, (B) Multiple Sources (2) Individual Source and On-Site Standby Generator:** add a new paragraph to read as follows: Signage - where a generator provides a secondary source for a fire pump, and the generator feeds other systems, clearly marked key operated shunt trip switches must be provided at the fire panel allowing Fire Department personnel the ability to open main breakers to panels not feeding the fire pump.

14. **Article 700 Emergency Systems**

- a. **Section 700.16 Emergency Illumination:** add new paragraph to read as follows: (1) Additional spaces that require emergency lighting shall include all restrooms and mechanical rooms.

15. **Article 701 Legally Required Standby Systems: 1 - General**

- a. **Section 701.5 Transfer Equipment (A) General:** add new paragraph to read as follows: Transfer Equipment Requirements: Open type transfer switches are the only approved method for connection of standby systems. All transfer switch connections shall be "break before make" to ensure the complete separation from the utility system and the generator supply. No parallel operation with the utility system shall be allowed. A minimum time delay of three (3) seconds and a maximum of ten (10) seconds after loss of utility power should be established before starting the generator. Utilization of Kirk Key systems or other mechanical means of isolating generating sources from the utility source are not allowed.
- b. **III Sources of Power, Section 701.12 (B) Equipment Design and Location Set:** add new paragraph to read as follows: Generator Noise Output. The maximum noise level allowable within ten (10') feet of transformer, switchgear, or other specified equipment as required and operated by the City of St. Charles Municipal Electric Utility (SCMEU) is 80dB (decibels). Sound enclosures or sound barrier walls or other sound mitigation may be required if the noise level near SCMEU equipment exceeds 80dB. Analysis of the need for sound abatement equipment will be performed by the City of St. Charles Municipal Electric Utility personnel after the generator is installed and tested.

16. **Article 702 Optional Standby Systems**

- a. **Section 702.5 Transfer Switches (B) Meter Mounted Transfer Switches:** delete.
- 17. **Article 705 Interconnected Electric Power Production Sources**
 - a. **Section 705.11 Supply Side Source Connections:** delete.
 - b. **Section 705.12(B)(3) Bus bars (6):** delete.

(2022-M-33: § 1; 2016-M-19: § 1; 2010-M-47: § 1; 2003-M-79: § 1; 1997-M-140: § 2; 1993-M-59: § 1)

15.04.045 National Electric Code 2014 NFPA 70—Amendments.

1. **Article 110 Section 110.5 Conductors:** Revise by deleting and substituting the following:

~~Other than service conductors provided by the Utility or multiplexed aerial cables as allowed in Article 396 Section 396.2(4) that comply with Article 310, all conductors shall be copper unless otherwise specifically approved by the City of St. Charles Building and Code Enforcement or the City of St. Charles Electric Utility.~~

2. **Section 110.13 (A) Mounting:** Add a new paragraph to read as follows:

~~(A) Mounting. All electric panels mounted on concrete or masonry walls that are either exterior walls or below grade, shall have a minimum of $\frac{1}{2}$ inch plywood installed behind the panel, or the panel shall be mounted to structural mounting channel that provides a minimum $\frac{1}{2}$ inch airspace between the panel and the wall, for the purposes of support and to help prevent moisture entering the panel. Such mounting shall allow panel replacement if required.~~

3. **Section 210.70 Lighting Outlets Required:** Add a new paragraph to read as follows:

~~(D) Illumination of Mechanical Equipment. All occupancies shall have luminaries installed within four (4) feet of the front of all electric panels and within four (4) feet of mechanical heating equipment to enable servicing the equipment.~~

4. **Article 230 Services**

- a. **Section 230.2 Number of Services, (B) Special Occupancies:** By special permission, which means written consent and approval by the City of St. Charles Municipal Electric Utility, additional services shall be permitted for either of the following:

~~(1) Multiple occupancy buildings where there is no available space for service equipment accessible to all occupants.~~

~~(2) A single building or other structure sufficiently large to make two or more services necessary.~~

~~Add new paragraph to read as follows:~~

~~(3) Multiple occupancy buildings will have either an external building main disconnect, a key operated shunt trip main disconnect, or a parallel key operated shunt trip main disconnects for all services supplied to the building. Parallel shunt trip key operated main disconnects must be provided and installed in a manner approved by the City of St. Charles Municipal Electric Utility.~~

- b. **Section 230.3 One Building or Other Structures Not to be Supplied Through Another:** Revise by deleting and substituting the following:

~~230.3 One Building, or Other Structure, or Tenant Space, Not to be Supplied Through Another, Service conductors, feeders, or branch circuits of one building, or other structure, or tenant space shall not pass through the interior of another building, or structure, or other space.~~

c. **Section 230.6 Conductors Considered Outside the Building:** Add new paragraph to read as follows:

(5) Installed in any "common area" (hallway, corridor or common space accessible to multiple premises) that meets the construction requirements of a one-hour fire rating. Conductors shall be installed in solid metal raceway pipe within "common areas" and shall have a label every five (5) feet identifying the conductors within the conduit.

d. **Section 230.44 Cable Trays:** Delete entire section

e. **Section 230.46 Spliced Conductors:** Revise by deleting and substituting the following:

230.46 Spliced conductors: Splices in service entrance conductors, other than those installed by the Electric Utility, are not allowed.

f. **Section 230.70 General (A) Location, (1) Readily Accessible Location:** Revise by deleting and substituting the following:

(1) Readily Accessible Location: Service disconnecting means shall be provided either outside the building or through a shunt trip main with remote control at the Fire Control Panel and shall have provisions to allow the service to be locked open. Each building/tenant space shall have a main disconnect incorporated within the main distribution panels inside the space in addition to any external main or building shunt trip main for multiple occupancy buildings.

g. **Section 230.70 General (A) Location: (3) Remote Control:** revise by deleting and substituting the following: Where a remote control device(s) is used to actuate the service disconnecting means, the service conductors installed inside a building without over current protection shall not exceed five (5) feet in length.

h. **Section 230.79 Rating of Service Disconnecting Means (C) One Family Dwelling, (D) All Others:** Revise by deleting and substituting the following:

C) One or Two Family Dwelling: All electric panel installations for new single family detached dwellings shall be a minimum of 200 ampere rated. The main service disconnecting means (circuit breaker or fused switch) shall be 200 ampere rated.

D) Multi family and Single family Attached Dwellings: All apartment or dwelling unit electric panel installations for new multi family dwellings and new single family attached six (6) or less dwelling units shall be a minimum of 100 ampere rated. The occupancy main service disconnecting means (circuit breaker or fused switch) for each apartment or dwelling unit shall be a minimum of 100 ampere rated.

E) All Others: For all other installations, the service disconnecting means shall have a rating of not less than 60 ampere, unless approved by the City of St. Charles Municipal Electric Utility.

5. **Article 250 Grounding and Bonding**

a. **Section 250.24 Grounding Service Supplied Alternating Current Systems (A) System Grounding Connections (1) General:** Revise by deleting and substituting the following: The grounding electrode conductor connection from each grounding.

b. Electrode shall be made at a single point at the terminal or bus to which the grounded service conductor is connected at the service disconnecting means.

c. **Section 250.53 Grounding Electrode System Installation (D) Metal Underground Water Pipe (2) Supplemental Electrode Required:** revise by deleting and substituting: A metal underground water pipe shall be supplemented by an additional electrode of a type specified in 250.52(A)(2-8). If the additional is a rod type as specified in 250.52(A)(5), then electrode must also have a

supplemental additional electrode of a type specified in 250.53(A)(2) unless as noted in 250.53(A)(2) Exception the first supplemental electrode has a resistance to earth of 25 ohms or less as evidenced by a fall of potential test witnessed by the City of St. Charles Municipal Electric Utility. Supplemental electrodes shall be connected with a grounding electrode conductor to the grounded service entrance conductor at the service main disconnecting means.

d. **Section 250.62 Grounding Electrode Conductor Material:** Revise by deleting and substituting the following: All grounding electrode conductors shall be copper, and the installation of the conductor shall protect against corrosion. Conductors of the wire type shall be solid or stranded, and insulated, or covered, or bare.

e. **Section 250.64 Grounding Electrode Conductor Installation:** Aluminum or Copper-Clad Aluminum Conductors. Delete entire Item (A)

C) Continuous: Revise by deleting and substituting the following: Grounding electrode conductor(s) shall be installed in one continuous length without a splice or joint.

E) Raceways and Enclosures for Grounding Electrode Conductors. (1) General: Revise by including additional language as follows: Ferrous metal raceways and enclosures for grounding electrode conductors shall be electrically continuous from the point of attachment to cabinets or equipment to the grounding electrode and shall be securely fastened to the ground clamp or fitting. Ferrous metal raceways and enclosures shall be bonded at each end of the raceway or enclosure to the grounding electrode or grounding electrode conductor. All grounding electrode conductor raceways that are exterior and exposed above grade shall be ferrous metal RMC or IMC conduit. Schedule 40 rigid PVC conduit is permitted for grounding electrode conductor raceways installed both above grade and underground in the interior of a building, as well as exterior underground if the entire raceway is completely below grade. Schedule 40 rigid PVC grounding electrode conductor raceways are not required to be electrically continuous.

F) Installation to Electrode(s): Revise by deleting and substituting the following: Unless granted a specific exemption by the City of St. Charles Municipal Electric Utility, all grounding electrode conductors and raceways must be installed separately and continuously from each grounding electrode to the service grounded conductor (neutral) grounding/bonding termination point at the service main disconnect.

f. **Section 250.68 Grounding Electrode Conductor and Bonding Jumper Connection to Grounding Electrodes (C) Grounding Electrode Connections:** Revise by deleting (1) exception; and substituting the following for: (2) The metal structural frame of a building can only be used as a bonding conductor for a grounding electrode conductor by specific approval of the City of St. Charles Municipal Electric Utility.

g. **Section 250.118 Types of Equipment Grounding Conductors:** Revise by deleting and substituting the following: 250.118 Types of Equipment Grounding Conductors: The equipment grounding conductor must be a separate conductor run with the circuit conductors unless given exemption by the City of St. Charles Municipal Electric Utility or an approved certified testing agency.

6. **Article 300 General Requirements for Wiring Methods and Materials**

a. **Section 300.1 Scope (A) All Wiring Installations:** Add new paragraph to read as follows:

(1) With the exception of one- and two-family dwellings, all current carrying conductors exceeding 50 volts shall be installed in rigid metal conduit, intermediate metallic conduit, electrical metallic tubing, flexible metallic tubing, MC cable, or AC cable, with the exception that PVC conduit may be used with the approval of the City of St. Charles Building and Code Enforcement Department for corrosive or other special application areas.

- b. **Section 300.5 (C) Underground Installations:** Delete Exception No. 1 and delete Exception No. 2
- c. **Section 300.5 Underground Installations, (D) Protection from Damage, (3) Service Conductors:** Revise by deleting and substituting the following: (3) Service Conductors. Single and two family dwelling underground service conductors shall be installed in minimum 3" Schedule 40 PVC. All other underground service conductors shall be installed in RMC, IMC, or Schedule 40 PVC conduit that is encased in concrete unless given exemption by the City of St. Charles Municipal Electric Utility.
- d. **Table 300.5 Minimum Cover Requirements, 0 to 1000 Volts, Nominal, Burial in Millimeters (Inches):** Delete the third row table entries related to Under a Building.
- e. **Table 300.5 Minimum Cover Requirements, 0 to 1000 Volts, Nominal, Burial in Millimeters (Inches):** Revise by deleting and substituting the fourth row to read as follows: Table 300.5 Minimum Cover Requirements, 0 to 1000 Volts, Nominal, Burial in Millimeters (Inches). Under minimum of 102 mm (4 inch) thick concrete interior or exterior slab with no vehicular traffic and the slab extending not less than 152 mm (6 inch) beyond the underground installation.

7. **Article 310 Conductors for General Wiring**

- a. **II Installation: Section 310.10 Uses Permitted (If) Conductors in Parallel (3) Separate Cables or Raceways:** Revise by deleting and substituting: Where run in separate cables or raceways, the cables or raceways with conductors shall have the same number of conductors and shall have the same electrical characteristics. All conductors of a circuit shall have the same physical and electrical characteristics.
- b. **Section 310.106 Conductors (B) Conductor Material:** Revise by deleting and substituting the following: (B) Conductor Material. Other than service conductors provided by the Utility, or multiplexed aerial cables as allowed by Section 396.2 (4) that comply with Article 310, all conductors shall be copper unless otherwise specifically approved by the City of St. Charles Building and Code Enforcement Department or the City of St. Charles Municipal Electric Utility.

8. **Article 314 Outlet, Device, Pull, and Junction Boxes; Conduit Bodies; Fittings; and Handhole Enclosures:**

- a. **Section 314.3 Nonmetallic Boxes:** Delete this section.
- b. **Section 314.17(C) Nonmetallic Boxes and Conduit Bodies:** Delete this section.
- c. **Section 314.43 Nonmetallic Boxes:** Delete this section.

9. **Article 334 Nonmetallic-Sheathed Cable: Types NM, NMC, and NMS**

- a. **Section 334.40 Boxes and Fittings (A) Boxes of Insulating Materials:** Revise by deleting and substituting the following: Nonmetallic outlet boxes are only permitted for use in corrosive applications as determined and approved by the City of St. Charles Building and Code Enforcement Department.
- b. **Section 334.40 Boxes and Fittings (B) Devices of Insulating Materials:** Delete this section.

10. **Article 695 Fire Pumps: Section 695.3 Power Source(s) for Electric Motor Driven Fire Pumps, (B) Multiple Sources (2) Individual Source and On-Site Standby Generator (a) Signage:** Add new paragraph to read as follows: Where a generator provides a secondary source for a fire pump, and the generator feeds other systems, clearly marked key operated shunt trip switches must be provided at the fire panel allowing Fire Department personnel the ability to open main breakers to panels not feeding the fire pump.

~~11. Article 700 Emergency Systems Section 700.16 Emergency Illumination: Add new paragraph to read as follows: (1) Additional spaces that require emergency lighting shall include all restrooms and mechanical rooms.~~

~~12. Article 701 Legally Required Standby Systems:~~

~~General: Section 701.5 Transfer Equipment: Add new paragraph to read as follows:~~

~~(D) Transfer Equipment Requirements: Open type transfer switches are the only approved method for connection of standby systems. All transfer switch connections shall be "break before make" to ensure the complete separation from the utility system and the generator supply. No parallel operation with the utility system shall be allowed. A minimum time delay of three (3) seconds and a maximum of ten (10) seconds after loss of utility power should be established before starting the generator. Utilization of Kirk Key systems or other mechanical means of isolating generating sources from the utility source are not allowed.~~

~~b. III Sources of Power, Section (B) Generator Set: Add new paragraph to read as follows:~~

~~6) Generator Noise Output. The maximum noise level allowable within ten (10') feet of transformer, switchgear, or other specified equipment as required and operated by the City of St. Charles Municipal Electric Utility (SCMEU) is 80dBA decibels. Sound enclosures or sound barrier walls or other sound mitigation may be required if the noise level near SCMEU equipment exceeds 80dBA. Analysis of the need for sound abatement equipment will be performed by the City of St. Charles Municipal Electric Utility personnel after the generator is installed and tested.~~

~~(2016-M-19: § 1; 2016-M-10: § 1; 2010-M-47: § 1; 2003-M-79: § 2)~~

15.04.050 Illinois State Plumbing Code 2014—Adopted.

~~(2022-M-34: § 1; 2016-M-20: § 1; 2016-M-10: § 1; 2010-M-48: § 1; 2006-M-58: § 1-4; 2003-M-5: § 1; 1997-M-140: § 2; 1991-M-3: § 1; 1982-M-14: § 1; 1978-M-19: § 1; Prior code: § 3.102.5)~~

15.04.055 International Energy Conservation Code 2021—Regulations adopted and modified.

The provisions of the 2021 International Energy Conservation Code issued by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for not more than thirty (30) days, as hereby adopted.

~~(2022-M-32: § 1; 2016-M-21: § 1; 2016-M-10: § 1; 2013-M-20: § 1; 2012-M-44: § 2)~~

15.04.060 International Existing Building Code 2021—Regulations adopted and modified.

The provisions of the 2021 International Existing Building Code issued by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one (1) copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

Amendments to the 2021 International Existing Building Code:

- Chapter 1 - Scope and Administration.** Delete in its entirety. The City has adopted a separate Administrative Code under the Municipal Code Chapter 15.101.

~~(2022-M-32: § 1; 2016-M-22: § 1; 2016-M-10: § 1; 1978-M-21: § 1; Prior code: § 13.101)~~

15.04.090 Building permit—Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move or the demolition of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the City's adopted code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

(2016-M-24: § 1; Prior code: § 13.104)

15.04.105 Flood ~~damage prevention~~Hazard Areas

The requirements under Title 18, ~~Flood Damage Prevention~~Stormwater Management, shall be followed in connection with all proposed construction, including Kane County Stormwater Ordinance Article VI – “Requirements for Flood Hazard Areas and Building Protection Standards”. ~~substantial improvements, or other development within floodplain areas.~~

(2016-M-10: § 1; 1981-M-32: § 6)

15.04.120 Time limit.

~~No building permit shall be valid for a period of more than one year from the date of issuance.~~

~~(Prior code: § 13.108)~~

Chapter 15.36 SWIMMING POOLS

15.36.010 Short title.

~~The ordinance codified in this chapter shall be known as the "swimming pool ordinance," may be so cited, and will be referred to as this ordinance.~~

~~(1973 M-4: § I; Prior code: Ch. 13 Art. VI (part))~~

15.36.020 Scope and purpose.

~~The provisions of this chapter shall apply to all public, semipublic and private residential swimming pools as defined in Section 15.36.030. The purpose of this chapter shall be to provide a guide for the design and construction of such swimming pools so that health and safety hazards will be minimized and satisfactory operation can be achieved.~~

~~(1973 M-4: § II (Part); Prior code: § 13.601)~~

15.36.030 Definitions.

~~The following definitions shall apply in the interpretation and enforcement of this chapter. The word "shall" as used herein indicates a mandatory requirement.~~

~~Building Department~~ means that department assigned jurisdiction over swimming pool construction.

~~Person~~ means any person, firm, partnership, association, corporation, company, governmental agency, club or organization of any kind.

~~Public pool~~ shall be defined as any pool, other than a residential pool, which is intended to be used collectively by numbers of persons for swimming or bathing and is operated by any person, whether he is owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for such use. So that we may refer within the standard to various types of public pools they are listed in the following categories:

- ~~1. Any municipal, community, public school, athletic club or swimming club pool or pool for other similar usage and type.~~* Also, pools for motels and apartments, multiple housing units, and hotels, not open to the general public.
- ~~2. Country club and institutional pools, such as for Girl Scouts, Boy Scouts, YMCA, YWCA, Campfire Girls, boys camps, girls camps, and for other similar type usage.~~*

~~Public swimming pool~~ means any swimming pool, other than a residential pool intended to be used collectively by numbers of persons for swimming or bathing and operated by any person as defined in this section, whether he is owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for such use, is subject to this chapter, all applicable codes and state laws.

~~Residential swimming pool~~ means any constructed pool, permanent or portable, which is intended for noncommercial use as a swimming pool by the owner family(ies) and its (their) guests, and which is over twenty-four (24) inches in depth and:

- ~~1. Has a surface area exceeding two hundred fifty (250) square feet; or~~*
- ~~2. Has a volume over three thousand two hundred fifty (3,250) gallons.~~*

(1978-M-4: § II (Part); Prior code: §§ 13.602, 13.603, 13.604, 13.605, 13.606)

15.36.040 Construction of residential pool—Submittal of plans and specifications—Permit issuance upon approval of plans.

No person shall begin construction of a private residential swimming pool or shall substantially alter or reconstruct any such pool without first having submitted plans and specifications to the Building Department for review and approval and without having received a permit from the Building Department for construction. The plans shall be prepared by a registered architect or professional engineer.* All plans and specifications shall be submitted in duplicate (or additional copies as specified) and the Building Department shall arrange for review and approval of the plans and specifications by other appropriate departments concerned with such matters as zoning, electrical, structural, and plumbing requirements. A permit to construct, alter, or renovate shall be issued by the Building Department following approval of the plans including such approvals as may be required by other departments.

*The determination as to qualifications shall be based on state laws or regulations.

(1973-M-4: § III (Part); Prior code: § 13.607)

15.36.050 Construction or remodeling of residential or public pool—Application for permit.

The application for permit to construct or remodel a residential or public swimming pool shall be on such forms as may be prescribed, together with any supporting data as may be required for the proper review of the plans by the Building Department.

(1973-M-4: § III (Part); Prior code: § 13.608)

15.36.060 Construction or alteration of private pool—Permit fee.

The fee for a permit to construct or alter a private swimming pool shall be:

- A. For the first four thousand dollars (\$4,000.00) of estimated cost, thirty dollars (\$30.00);
- B. From four thousand one dollars (\$4,001.00) to twenty-nine thousand dollars (\$29,000.00) per one thousand dollars (\$1,000.00) of estimated cost, four dollars (\$4.00);
- C. For each additional one thousand dollars (\$1,000.00) or part thereof of estimated cost, one dollar and fifty cents (\$1.50).

(1978-M-21: § 2; 1973-M-4: § VII; Prior code: § 13.617)

15.36.070 Construction to be in accordance with approval plans.

The swimming pool and facilities shall be built in accordance with the plans as approved unless approval of changes has been given in writing by the Building Department.

(1973-M-4: § III (Part); Prior code: § 13.609)

15.36.080 Inspection of construction and equipment required.

~~The owner or his agent shall notify the Building and Health Departments at specific predetermined states of construction and at the time of completion of the swimming pool to permit adequate inspection of the swimming pool and related equipment during and after construction. Such inspection shall be performed on notification and at reasonable hours. The swimming pool shall not be placed in operation until such inspections show compliance with the requirements of this chapter.~~

~~(1973 M-4: § III (Part); Prior code: § 13.610)~~

15.36.090 Criteria for review and approval of plans.

~~The criteria to be followed by the Building Department in the review and approval of plans shall be promulgated as rules and regulations as authorized by this chapter.~~

~~(1973 M-4: § III (Part); Prior code: § 13.611)~~

15.36.100 Plans and specifications—Contents—Waiver of requirement.

- A. ~~The plans shall be drawn to scale and accompanied by proper specifications so as to permit a comprehensive engineering review of the plans including the piping and hydraulic details and shall include:~~
 - 1. ~~Plan and sectional view with all necessary dimensions of the pool;~~
 - 2. ~~A piping diagram showing all appurtenances in sufficient detail as well as pertinent elevation data to permit a hydraulic analysis of the system, including details of water supply systems and drainage and wastewater disposal systems;~~
 - 3. ~~The specifications shall contain details and catalog identification on all treatment equipment used.~~
- B. ~~Where the permit sought is for the construction, erection, or assembly of a swimming pool in the form of a complete kit or package sold as a unit, whether above, on, or below ground, the above set forth requirements as to the submission of plans and specifications shall be waived if there is on file with the Building Department the plans, specifications, adequate supporting data and the like as may be supplied by the manufacturer or vendor of the kit or package.~~

~~(1989 M-76: § 1; 1973 M-4: § III (Part); Prior code: § 13.612)~~

15.36.110 Residential pool—Design, construction and material standards.

~~Design, construction, equipment and material standards for residential swimming pools as promulgated by the State Department of Public Health, Bureau of Environmental Health, and appropriate provisions of this Title 15, "Buildings and Construction" of the St. Charles Municipal Code shall govern the design, construction and operation of swimming pools. No permit to construct, alter, or remodel shall be granted unless the pool conforms with these standards. The standards shall cover but not be limited to the following items:~~

- A. ~~Structural design;~~
- B. ~~Dimensional design;~~
- C. ~~Materials of construction;~~
- D. ~~Deck equipment (steps, ladders, stairs, diving boards and platforms);~~

- E. Fences, enclosures and safety equipment;
- F. Electrical requirements;
- G. Water supply;
- H. Inlets and outlets with the following specific requirements:
 - 1. *Inlets.* Pools shall be equipped with suitable facilities for adding make-up water as needed. There shall be no cross connection between the water supply line and the pool system. If a hose connection from a sillcock or other plumbing fixture is to be used for supplying make-up water or for filling purposes, then an approved cross connection control device shall be installed between the sillcock or control valve at the fixture on the hose connection.
 - 2. *Outlets.* Pools shall be equipped with facilities for completely emptying the pool and the discharge of the pool water to the storm sewer. No direct connection shall be made to the sanitary sewer. Backwash water is to be discharged indirectly to the sanitary sewer. Drainage of any pool shall be carefully controlled and provided for so that such drainage shall not cause flooding or damage to adjacent property.
- I. Recirculation system (piping, fittings, filter, skimmers);
- J. Skimmers;
- K. Filters;
- L. Pumps and strainers;
- M. Valves;
- N. Chemical treatment and disinfection;
- O. Chemical feeding equipment;
- P. Testing equipment;
- Q. Wastewater disposal;
- R. Lifesaving and emergency equipment;
- S. Accessibility to telephone:
 - 1. Posted emergency
 - 2. Service telephone numbers,
 - 3. Fire,
 - 4. Police,
 - 5. Ambulance,
 - 6. Hospital.

(1989 M-76: § 1; 1973 M-4: § IV; Prior code: § 13.613)

15.36.120 Permit Revocation.

The Building Department may revoke any permit for failure to comply with the duly promulgated regulations referred to in this chapter or in cases where the permit has been obtained through nondisclosure, misrepresentation, or misstatements of material facts.

(1973-M-4: § V (Part); Prior code: § 13.614)

15.36.130 Permit—Reissuance.

The permit shall be reissued upon proper application and upon presentation of evidence that the deficiencies causing revocations have been corrected.

(1973-M-4: § V (Part); Prior code: § 13.615)

15.36.140 Inspections authorization.

The Building Department is authorized to conduct such inspections as it deems necessary to ensure compliance with all provisions of this chapter and shall have right of entry at any reasonable hour to the swimming pool for this purpose. Health Department inspections will be made when necessary.

(1973-M-4: § VI (Part); Prior code: § 13.616A)

15.36.150 Operations reports.

- A. The swimming pool manager or operator of a public pool shall record swimming pool operational data daily on a report form furnished by the city Board of Health.
- B. A separate report form shall be completed for each pool in a multiple pool complex. The pool manager or operator shall submit the complete operational report to the city Board of Health on the first and sixteenth of each month. The manager or operator shall keep one (1) copy for his records. Such records shall be open to inspection by the Board of Health, city sanitarian or authorized agent of the City Sanitarian at all times.

15.36.160 Violation—Penalty.

Any person, firm or corporation violating any provision of this chapter shall be fined not less than five dollars (\$5.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(1973-M-4: § VIII; Prior code: § 13.618)

Chapter 15.101 ADMINISTRATION, ENFORCEMENT, FEES, AND PENALTIES

15.101.010 Administration provisions adopted.

The provisions of Chapter 1, "Administration" of the ~~2015-2021~~ International Building Code issued by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills IL 60478, not less than three (3) copies of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty days, are hereby adopted as the administrative provisions of the St. Charles Building Code as described herein, with the following amendments:

Section 101: Amend Sections 101.1, 101.2, 101.4.1, and 101.4.3 to read as follows:

101.1 Title. Chapters 15.04, 15.08, 15.20, ~~15.36~~ and 15.101 of Title 15 of the St. Charles Municipal Code, including the state and national codes adopted therein by reference, shall be known and may be cited as the "St. Charles Building Code," hereinafter referred to as "this Code."

101.2 Scope. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building and structure and any appurtenances connected or attached to such buildings or structures, except as such matters are otherwise more specifically provided for in other ordinances or statutes.

101.4.1 Electrical. The provisions of the ~~2014-2020~~ edition of the National Electrical Code, NFPA 70, issued by the National Fire Protection Association, Inc., One Batterymarch Park, Quincy, Massachusetts 02269 (hereinafter sometimes referred to as the "NEC"), with amendments as contained in Section 15.04.040, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. Where the ~~2009~~ ~~2021~~ IBC refers to the ICC Electrical Code, the NEC shall be substituted.

101.4.3 Plumbing. The provisions of the 2014 Edition of the Illinois Plumbing Code compiled by the Illinois Department of Public Health, ~~with amendments as adopted in Section 15.04.050~~, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of Section 13.12.235 "Private sewage disposal systems requirements generally" of the St. Charles Municipal Code shall apply to private sewage disposal systems. Where the ~~2015-2021~~ IBC refers to the International Plumbing Code, the Illinois Plumbing Code as adopted in Section 15.04.050 shall be substituted.

Section 102: Section 102.2, 102.7, and 102.8 to read as follows:

102.2 Other laws. The provisions of this Code shall not be deemed to nullify any provisions of local, state or federal law. The provisions of this Code shall apply whether or not the property as defined in the Condominium Property Act (765 ILCS 605/1 et seq.), is subject to the act.

102.7 Matters Not Provided For. Any requirement essential for structural, fire or sanitary safety or an existing or proposed building or structure, or essential for the safety of the occupants thereof, and which is not specifically covered by this Code, shall be determined by the Building Official.

102.8 Other Chapters. When the provisions specified in this Code for health, safety and welfare are more restrictive than other provisions of the St. Charles Municipal Code, this Code shall control; when the other provisions of the St. Charles Municipal Code are more restrictive than the provisions of this Code, the other provisions of the St. Charles Municipal Code shall control.

Section 103: Delete all of Section 103 and substitute a new Section 103, "Building and Code Enforcement Division" therefore:

Section 103 Building and Code Enforcement Division

103.1 Building and Code Enforcement Division. The Building and Code Enforcement Division is created within the Department of Community Development and the executive official in charge thereof shall be known as the Building Official.

103.2 Organization. The Building Official shall request employment of technical assistants, inspectors and other employees as shall be necessary for the administration of this Code and as authorized by the Director of Community Development.

103.3 Assistant(s) to Building Official. The Building Official, subject to the approval of the Director of Community Development, may designate an employee(s) as his assistant(s) who shall exercise all the powers of the Building and Official during his temporary absence or disability.

103.4 Conflict of Interest. The Building Official or any of his employees shall not be engaged in or directly or indirectly connected with the furnishing of labor, materials or appliances for the construction, alteration or maintenance of any building within the City, or the preparation of plans or of specifications therefore, unless he or she is the owner of the building; nor shall such officer or employee engage in any work which could conflict with his official duties or with the interests of the City, without the consent and/or direction of the Director of Community Development.

103.7 Interdepartmental Cooperation. The assistance and cooperation of the police, fire, finance and public works departments shall be available to the Building Official as required in the performance of his duties.

Section 105: Add paragraph 105.2, amend paragraphs 105.3.2 and 105.4 to read as follows, and add paragraphs 105.8 and 105.9, as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Retaining Walls that are not over four (4) feet in height, measured from the bottom of the footing to the top of the wall.
2. Painting, papering, tiling, carpeting, counter tops and similar finish work.
3. Temporary motion picture, television, and theater stage sets and scenery.
4. Pre-fabricated swimming pools, accessory to a Group R-3 occupancy that are less than 24-inches deep, does not exceed 5,000 gallons and are installed entirely above ground.
5. Share cloth structures constructed for nursery or agricultural purposes, not including service systems.
6. Swings and other playground equipment accessory to detached one- and two-family dwellings.
7. Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5-feet 9-inches in height.

105.3.2 Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned ninety days after date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that for reasonable cause, the Building Official may grant one or more extensions of time for additional periods not exceeding ninety days each. The extension shall be requested in writing and reasonable cause demonstrated.

105.5 Expiration. Every permit shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced; provided, that, for cause, one or more extension of time, for period not exceeding ninety days each, may be allowed by application, in writing, to the Building Official. Lack of request for inspections shall constitute abandonment of work. In no case shall a permit be valid for a longer period of time than ~~two years~~one year, except that extensions authorized by the Building Official may be granted for additional periods of time not to exceed two years after issuance.

105.8 Transfer of Permit. A permit may not be transferred by the person to whom it is issued, to another person, without the written approval of the Building Official.

105.9 Failure to Obtain a Permit. If any person commences any work on a building or structure before obtaining the necessary permit from the, Building and Code Enforcement Division, he shall be subject to the penalty prescribed in this chapter. Where work is commenced before a permit is obtained, the permit fees set forth in Section 15.101.150 shall be doubled.

(REST OF CHAPTER OMITTED)

City of St. Charles

Ordinance No. 2026-M-_____

An Ordinance Amending Title 15, Buildings and Construction”, Chapter 15.04 “Building Code”, Sections 15.04.045, 15.04.105, 15.04.120, Chapter 15.36 “Swimming Pools”, and Chapter 15.101 “Administration, Enforcement and Fees”, Section 15.101.010 of the St. Charles Municipal Code

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

SECTION ONE: That Title 15, “Buildings and Construction”, Chapter 15.04 “Building Code”, Section 15.04.045 “National Electric Code 2014 NFPA 70—Amendments” is hereby deleted.

SECTION TWO: That Title 15, “Buildings and Construction”, Chapter 15.04 “Building Code”, Section 15.04.105 “Flood damage prevention” is hereby deleted and replaced with new Section 15.04.105 “Flood Hazard Areas”:

15.04.105 Flood Hazard Areas

The requirements under Title 18, Stormwater Management, shall be followed in connection with all proposed construction, including Kane County Stormwater Ordinance Article VI – “Requirements for Flood Hazard Areas and Building Protection Standards”.

SECTION THREE: That Title 15, “Buildings and Construction”, Chapter 15.04 “Building Code”, Section 15.04.120 “Time Limit” is hereby deleted.

SECTION FOUR: That Title 15, “Buildings and Construction”, Chapter 15.36 “Swimming Pools” is hereby deleted.

SECTION FIVE: That Title 15, “Buildings and Construction”, Chapter 15.101 “Administration, Enforcement, Fees and Penalties”, Section 15.101.010 “Administrative Provisions Adopted” paragraph 1 is hereby deleted and replaced with the following new paragraph 1:

The provisions of Chapter 1, “Administration” of the 2021 International Building Code issued by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills IL 60478, not less than three (3) copies of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty days, are hereby adopted as the administrative provisions of the St. Charles Building Code as described herein, with the following amendments:

SECTION SIX: That Title 15, "Buildings and Construction", Chapter 15.101 "Administration, Enforcement, Fees and Penalties", Section 15.101.010 "Administrative Provisions Adopted", Section 101 is hereby deleted and replaced with following new Section 101:

Section 101: Amend Sections 101.1, 101.2, 101.4.1, and 101.4.3 to read as follows:

101.1 Title. Chapters 15.04, 15.08, 15.20, and 15.101 of Title 15 of the St. Charles Municipal Code, including the state and national codes adopted therein by reference, shall be known and may be cited as the "St. Charles Building Code," hereinafter referred to as "this Code."

101.2 Scope. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building and structure and any appurtenances connected or attached to such buildings or structures, except as such matters are otherwise more specifically provided for in other ordinances or statutes.

101.4.1 Electrical. The provisions of the 2020 edition of the National Electrical Code, NFPA 70, issued by the National Fire Protection Association, Inc., One Batterymarch Park, Quincy, Massachusetts 02269 (hereinafter sometimes referred to as the "NEC"), with amendments as contained in Section 15.04.040, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. Where the 2021 IBC refers to the ICC Electrical Code, the NEC shall be substituted.

101.4.3 Plumbing. The provisions of the 2014 Edition of the Illinois Plumbing Code compiled by the Illinois Department of Public Health shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of Section 13.12.235 "Private sewage disposal systems requirements generally" of the St. Charles Municipal Code shall apply to private sewage disposal systems. Where the 2021 IBC refers to the International Plumbing Code, the Illinois Plumbing Code as adopted in Section 15.04.050 shall be substituted.

SECTION SEVEN: That Title 15, "Buildings and Construction", Chapter 15.101 "Administration, Enforcement, Fees and Penalties", Section 15.101.010 "Administrative Provisions Adopted", Section 105.5 "Expiration" is hereby deleted and replaced with following new Section 105.5, "Expiration":

105.5 Expiration. Every permit shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced; provided, that, for cause, one or more extension of time, for period not exceeding ninety days each, may be allowed by application, in writing, to the Building Official. Lack of request for inspections shall constitute abandonment of work. In no case shall a permit be valid for a longer period of time than one year, except that extensions authorized by the Building Official may be granted for additional periods of time not to exceed two years after issuance.

SECTION EIGHT: That after the adoption and approval hereof this Ordinance shall be printed or published in book or pamphlet form, published by the authority of the City Council.

Presented to the City Council of the City of St. Charles, Illinois this 20th day of January, 2026.

Passed by the City Council of the City of St. Charles, Illinois this 20th day of January, 2026.

Approved by the Mayor of the City of St. Charles, Illinois this 20th day of January, 2026.

Clint Hull, Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____