

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. PAUL LENCIONI – CHAIR
MONDAY, OCTOBER 14, 2024 - 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. Recommendation to approve amendments to the Property Maintenance Code (Title 15, Chapter 15.40)
- b. Discussion regarding Construction Hours
- c. Recommendation to enter a Memorandum of Agreement with the Kane-DuPage Soil & Water Conservation District regarding Erosion Control Services.
- *d. Recommendation to Approve and Execute an Acceptance Resolution for Public Utility for the Springs of St. Charles
- *e. Recommendation to Approve a Plat of Easement for Prairie Centre Detention Pond Access.
- *f. Historic Commission Recommendation to approve a Façade Improvement Grant Agreement for 13 S. 2nd St.
- *g. Historic Preservation Commission recommendation to approve Historic Landmark Designation for 214 Chestnut Ave., “Thomas Clark Barn”

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

8. ADJOURNMENT

ADA Compliance

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

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Recommendation to approve amendments to the Property Maintenance Code (Title 15, Chapter 15.40)	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: October 14, 2024	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): Over the past year, Community Development has undertaken a process to rethink and restructure our code enforcement practices to be more proactive and effective at addressing the community's needs. This started with restaffing of the Code Enforcement Division with a Manager and recently an Officer. With new staff enforcing the code in recent months, we have identified a number of corrections or clarifications that would make existing property maintenance requirements clearer and also provide for more effective enforcement. The City has adopted and enforces the 2021 International Property Maintenance Code with amendments in City Code Chapter 15.40. The following proposed changes would revise the City amendments to the property maintenance code. Updates include: • Removing deleted sections to allow Code Enforcement to directly address safety items that also fall under the Fire Codes, without needing to involve the Fire Department • Clarifying that the appeal process is through the Administrative Adjudication • Expanding the forms of notice and methods of service for violation letters/notices • Maintenance of parking lot surfaces, striping and traffic control • More specific restrictions against parking vehicles on grass • Hazardous tree removal • Bush and shrub maintenance to prevent encroachments of walkways or doors • Prohibition of indoor furniture placed outdoors • Limitations on the use of tarps • Maintenance of window condition and coverings • Maintenance and sanitation requirement for units to be offered for rent • Overloaded dumpsters • More detailed definition of what spaces can be used as a bedroom • Consistency with the Illinois Plumbing Code • Electric panel identification for panels serving multiple units • GFCI outlets in bathrooms & laundry areas • Maintenance of kitchen and bath exhaust ducts • Adopting a code appendix with standards for building board up			
Attachments (please list): Ordinance draft			
Recommendation/Suggested Action (briefly explain): Recommendation to approve amendments to the Property Maintenance Code (Title 15, Chapter 15.40)			

City of St. Charles

Ordinance No. _____

An Ordinance Amending Chapter 15.40 “Property Maintenance Code”, Section 15.40.010 “2021 International Property Maintenance Code - Regulations Adopted and Modified” of the St. Charles Municipal Code

NOW, THEREFORE, 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, “Building and Construction”, Chapter 15.40 “Property Maintenance Code” of the St. Charles Municipal Code be and is hereby amended by deleting the Chapter in its entirety and by substituting the following therefor:

Chapter 15.40 - Property Maintenance Code

15.40.010 Property Maintenance Code – Regulations Adopted and Modified

The provisions of the 2021 edition of the International Property Maintenance Code, published by the International Code Council, are hereby adopted by reference, with the following amendments thereto:

CHAPTER 1 SCOPE AND ADMINISTRATION

Section 101.1 Title. Insert the following:

"City of St. Charles."

Section 102.3. Delete in its entirety and substitute the following therefor:

Section 102.3 Application of other codes. Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of Title 15 “Buildings and Construction” of the St. Charles Municipal Code.

Amend by adding the following new sections 102.3.1 and 102.3.2

Section 102.3.1 Electrical. All references within this Code to the "ICC Electrical Code" shall be changed to read, "National Electric Code, 2020 edition (NFPA 70-2020), as prepared and published by the National Fire Protection Association, Inc.,

as amended by the procedures and provisions of Title 15 “Buildings and Construction” of the St. Charles Municipal Code. The provisions of said electric code, as amended, shall apply to the installation, alteration, repair, and replacement of electrical systems, including equipment, appliances, fixtures, and appurtenances thereto.

Section 102.3.2 Plumbing. 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.

Section 102.3.3 International Zoning Code. Delete all references to the “International Zoning Code” and substitute in lieu thereof the following: "City of St. Charles Zoning Ordinance, Title 17 of the St. Charles Municipal Code, as adopted and amended by the City of St. Charles."

Section 102.5 Workmanship. Delete in its entirety and substitute the following therefore:

Section 102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner in accordance with the manufacturer’s instructions. Work not meeting the definition of workmanlike may be rejected by the code official or their designee.

Section 104.2 Refunds. Delete in its entirety.

Section 105 Duties and Powers of the Code. Amend by adding the following new section: 105.8, 105.9, 105.10

Section 105.8 Documentation. The Code Official may require the submittal of estimates, invoices, executed contracts, receipts, proof of payment or other documentation regarding the completion or proposed completion of work for which a notice of violation has been issued. Submittal of leases shall also be required to establish the occupancy of any leased or rented space.

Section 105.9 Engineering Reports. The code official may require written documentation such as engineering reports, written by an architect or licensed design professional, licensed in the State of Illinois.

Section 105.10 Permits Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy 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 International Building Code, International Residential Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, NFPA 70 National Electrical Code, State of Illinois Plumbing Code or any other applicable code or ordinance adopted by the City of St Charles and any other applicable legislation or regulation or to cause any such work to be done, shall first make application to the building and code enforcement department to obtain the required permit.

Sections 107.1 through 107.4. Delete in its entirety and substitute the following therefor:

Section 107.1 Means of Appeal. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any city personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the City of St. Charles Administrative Hearing Officer pursuant to Section 9.65.010 of the City of St. Charles Municipal Code.

Section 108.1 Board of Appeals. Delete in its entirety

Section 109 Violations. Amend by adding the following new sections 109.6

Section 109.6 Fines. The fines and penalties provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and remedies as provided for by applicable legislation.

Section 110.4 Failure to Comply. Insert the following:

“Fees range from One hundred dollars (\$100)” to “Seven hundred and fifty dollars (\$750.00)”

Section 111.2 Closing of vacant structures. Insert the following:

The owner of a vacant structure or premise shall contact the building and code enforcement division to schedule an interior and exterior inspection of the structure

and premises with City staff. The findings of the inspection shall be provided to the owner upon completion of the inspection. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

Section 111.4.1 Form. Delete section 111.4.1 in its entirety and substitute the following therefore:

Section 111.4.1 Form. Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit, structure or premises into compliance with the provisions of this code.
5. Inform the property owner or owner's authorized agent of the means to appeal, per Section 107.1 of this code.
6. Include a statement of the right to file a lien in accordance with Section 109.3.
7. Include a statement that the city may initiate immediate legal action upon certain violations of this code subsequent to a first notice of violation issued by code enforcement.
8. Notwithstanding the foregoing, any violation found subsequent to issuance of a violation notice or legal action within the previous 365 days relating to litter, garbage, rubbish, inoperable motor vehicles, weeds and other similar exterior violations, a violation notice may be posted on or about the structure or premises affected by the violation, or served in compliance with Section 111.4.2. Such violation notice shall not identify a date for correction but shall state that legal action may be initiated without any further notice.

Section 111.4.2 Method of Service. Delete in its entirety and substitute the following therefor:

Section 111.4.2 Method of Service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally, which shall include service upon an employee, or
2. A copy is sent by first class mail, certified or registered mail, express mail, overnight carrier, or facsimile, addressed to the owner at the last known address, or with the return receipt requested, or
3. A copy is sent by electronic mail (email), or
4. A copy is posted in a conspicuous place in or about the structure or premises affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

Section 111.6 Transfer of ownership. Delete in its entirety and substitute the following therefor:

Section 111.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit, structure or premises, who has received a compliance order, building inspection report or whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit, structure or premises, to another until the provisions of the compliance order, building inspection report or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order, building inspection report, or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. When applicable, building permits and inspection approvals are required for transfer of ownership.

Section 112.6 Hearing. Delete in its entirety

CHAPTER 2 DEFINITIONS

Section 201.3 Terms defined in other codes. Delete in its entirety and substitute the following therefor:

Section 201.3 Terms defined in other codes Where terms are not defined in this code and are defined in the International Building Code, International Fire Code,

International Fuel Gas Code, International Mechanical Code, State of Illinois Plumbing Code, International Residential Code, NFPA 70, 2020 National Electrical Code and any other applicable code or ordinance adopted by the City of St Charles and any other applicable legislation or regulation such terms shall have the meanings ascribed to them as in those codes.

Section 202 General Definitions Amend by adding the following:

CULTIVATED. Planting areas where the soil is prepared or tilled to preserve moisture, prevent crusting, and maintained to prevent the growth of weeds.

TARPAULIN – TARP. A cover, other than one designed to fit over the specific make-model of the vehicle, camper, motorcycle or other motor vehicle.

NOXIOUS WEEDS. Noxious weeds shall mean any plant now or hereafter listed by the State of Illinois as a noxious weed pursuant to the Illinois Noxious Weed Act, 505 ILCS 100/1 et seq., any plant now or hereafter listed as an exotic weed by the Illinois Exotic Weed Act, 525 ILCS 10/1 et seq., poison ivy (*Toxicodendron Radicans*), Poison Oak (*Toxicodendron Quercifolium*) and Poison Sumac (*Toxicodendron Vemix*).

CHAPTER 3 GENERAL REQUIREMENTS

Section 302 Exterior Property Areas - Amend by adding the following new sections 302.8.2, 302.10, 302.11, 302.12, 302.13, 302.14, 302.15, and 302.15.1.

Section 302.3 Sidewalks and driveways. Delete in its entirety and substitute the following therefore:

Section 302.3. Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces, parking drive aisles, access roads and other similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions, including snow and ice. All parking lot striping, signage, traffic control devices, lights, drainage structures, utility structures, and other similar items shall be kept in a proper state of repair. Signage shall be fully legible and operational at all times.

Section 302.4 Weeds. Insert the following:

"Eight-inches (8")."

Section 302.4 Weeds. Amend by adding the new section:

Section 302.4.1 Planting Areas. All planting areas, such as landscape beds, gardens and other similar areas, shall be cultivated and maintained free of weeds.

Section 302.8. Delete in its entirety and substitute the following therefor:

Section 302.8 Motor Vehicles. Except as provided for in Title 17 of the St. Charles Municipal Code, any type of motor vehicle, including any auto, bus, truck, van, motorcycle, trailer, RV or boat, shall not be parked, kept, stored or tarped outside of an enclosed building or structure on any premises, if:

- (a) The motor vehicle cannot be lawfully driven or used upon the public streets, for reasons including but not limited to being unlicensed, unregistered, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power for motor vehicles, or
- (b) In the case of a boat, the boat is incapable of being used as a means of transportation on water and/or not currently registered in accordance with the boat registration and safety act, 625 ILCS 45/1 et seq., as amended, or
- (c) The engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven, or
- (d) The motor vehicle is in a state of major disassembly, disrepair or in the process of being stripped or dismantled.

Exceptions under Title 17 are limited to the following business use categories defined in Title 17:

- (a) “Motor Vehicle Service and Repair, Major” (subject to 45-day time limit per vehicle per Title 17)
- (b) Motor Vehicles that are unlicensed or unregistered at the following business uses:
 - “Motor Vehicle Sales and Leasing Establishments”
 - “Temporary Motor Vehicle Storage”
 - “Permanent Motor Vehicle Storage”

Section 302.8.2 Parking Surface. All motor vehicles, including any auto, bus, truck, van, motorcycle, RV, trailer, utility trailer or boat, shall be parked on a code compliant, permitted surface, in compliance and approved by building and zoning. Vehicles shall be parked on a continuous surface extending the full length and width of the vehicle. Parking on any grass surface is not permitted.

Section 302.10 Trees. All premises and exterior property shall be maintained free of fallen trees, limbs and branches. Trees with dead limbs or branches which are or may become hazardous to persons or property in the vicinity, shall have such limbs or branches removed. Trees which are dead, diseased, infected, infested or are otherwise determined to be hazardous shall be removed. Tree boughs or limbs that project over any private means of egress from a structure, shall not project over such means of egress at a height of less than eight feet (8') above such means of egress. Trees growing into any structure (roof, soffit or fascia) shall be removed or trimmed. Trees growing into any fencing, (where the tree becomes part of the fence) shall be removed. This shall not apply in any Tree Conservation Areas identified in Section 8.30.050.

Section 302.11 Bushes or Shrubs. All bushes and shrubs shall be trimmed and maintained to prevent encroaching into a driveway, walkway, sidewalk or means of egress door.

Section 302.12 Encroachment. Any plant growth which shall encroach on the public way or affect movement or vision of pedestrians or vehicles on the public way, shall be trimmed to allow for unobstructed vision and passage of persons, pedestrians and vehicles.

Section 302.13 Furniture. Any furniture used on the exterior of a structure or premises, shall be constructed for such exterior use and shall be constructed of materials that are water and weather-proof, resistant to rot, mildew, mold, decay and insect infestation.

Section 308.14 Tires, Discarded. Tires for use on any type of vehicle or equipment shall not be discarded, abandoned, kept or stored on the exterior of any premises.

Section 302.15 Tarpaulin (Tarp) Use Restrictions.

(a) Tarps or other similar temporary coverings may be used to provide temporary weatherization of a structure for a time period not to exceed 30 days.

(b) During times of a declared natural disaster, as declared by any local, state or federal government or during an emergency as declared by the Code Official, a tarp shall be allowed to remain in place for a period not to exceed 180 days, as long as the tarp is maintained in good condition.

(C) The Code Official may approve one 180-day extension for use after a natural disaster or declared emergency or one 30-day extension for non-emergency uses upon a showing of good cause.

Section 302.15.1 Tarpaulin (Tarp) Use Prohibited. Tarps and other similar materials are prohibited as follows:

- (a) The use of a tarp as a roof covering, excluding declared emergencies as mentioned above.
- (b) The use of a tarp as fencing material, or as part of a privacy fence or screen.
- (c) The use of a tarp as a cover or screen for porches, carports or garages.
- (d) The use of a tarp to cover vehicles, boats or other personal property is prohibited.

Exception: Only fitted covers manufactured specifically to cover vehicles, recreational vehicles, boats, pools, ATVs, BBQ grills, or other similar personal property, are permitted and must be used for their intended purpose. Covers shall not be faded and shall be in good condition, without tears, rips or holes.

Section 304.13 Window, skylight and door frames. Amend by adding the following new section 304.13.3, 304.13.4

Section 304.13.3 Window Glass Maintained. All windows and window areas shall be maintained in a clean and sanitary condition, free and clear of all dirt, filth, grease, adhesive, paint and any other similar materials or substances that mar the window surface.

Section 304.13.4 Window Coverings. Window coverings, such as blinds, curtains or shades, shall be in good condition, clean and free of torn, tattered or broken material. Paper, posters, or other similar type materials are not approved material for window coverings.

Section 304.14. Insect Screens - Delete in its entirety and substitute the following therefor:

Section 304.14 Insect screens. Every door, window and other outside opening utilized or required for ventilation purposes serving any structure containing habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every swinging door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 305.1 General. Delete in its entirety and substitute the following therefor:

Section 305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property. A property shall not be offered for let or occupancy unless the interior, including appliances, are in a clean and sanitary condition, free from pests and infestation.

Section 308 Garbage and Rubbish. Amend by adding the following new sections:, 308.3.4

Section 308.3.1. Delete in its entirety and substitute the following therefor:

Section 308.3.1. Garbage facilities. The owner of every dwelling shall supply an approved leakproof, covered outside garbage container. Any container that is cracked, contains holes, or has missing covers, shall be replaced.

Exception: In residential buildings containing three (3) or less dwelling units, each occupant shall be responsible for providing any covered outside garbage containers.

Section 308.3.4 Additional Capacity Requirements. Any container or dumpster in which the volume of contents prevents full closure of the cover shall be deemed overloaded. Rubbish or garbage stacked or piled near, on the exterior, or above the sidewalls of the dumpster or container shall be evidence of an overloaded condition. Overloaded containers or dumpsters shall be remedied immediately by the owner and/or operator, and immediately thereafter supplemented by additional pickups and/or containers of a sufficient amount so as to prevent any recurrence of the overloaded condition.

CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Section 404 Occupancy Limitations – Amend by adding the following new sections, 404.8

Section 404.4.5 Delete in its entirety and substitute the following therefor:

Section 404.4.5. Bedrooms. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7, as amended in the City Code 15.04.010 and 15.04.020. Additionally, a bedroom shall be a conditioned room used for sleeping with four (4) finished walls and a finished ceiling, a door, and a closet. Such room size shall be not less than seven (7) feet in any horizontal dimension, not less than seventy (70) square feet, a ceiling height of not less than seven (7) feet measured from the finished floor, 6'8" under beams, girders and ducts. Electrical shall be to code as required for bedrooms in the 2020 National Electrical Code, an emergency escape and rescue openings as required in the 2021 International Residential Code, section R310.2 and mechanical ventilation as required in the 2021 International Residential Code, Chapter 16.

Section 404.8 Basement rooms. Basement areas partially below grade used for living purposes shall meet the following requirements:

1. Floors and walls shall be watertight and insulated so as to prevent entry of moisture.
2. Total window area, total openable area, and ceiling height shall be in accordance with the St. Charles Municipal Code Section 15.04.010 (Building code) and 15.04.020 (Residential code).
3. The required window area of the habitable area shall be entirely above the grade of the ground adjoining such window area except that openable windows which open into a window well extending to the outside finished grade are acceptable.

CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

Section 503.1. Delete in its entirety and substitute the following therefor:

Section 503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. Toilet rooms and bathrooms shall be designed and arranged to provide privacy by means of a door and latch.

Section 505.4 Water Heating Facilities. Delete in its entirety and substitute the following therefor:

Section 505.4 Water Heating Facilities Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 115 degrees F (46 degrees C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters. Relief valve discharge pipe shall be of metallic material and shall discharge directly into a floor drain, hub drain, service sink, sump or a trapped and vented P-trap that is located in the same room as the water heater per Illinois Plumbing Code section 890.1230.

CHAPTER 6 MECHANICAL AND ELECTRICAL REQUIREMENTS

Section 602.3 Heat Supply. Insert the following: "January 1, December 31."

Section 602.3 Heat Supply. Amend by adding the following new section 602.3.1

Section 602.3.1 Heat Supply. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Section 602.4 Occupiable Work Spaces. Insert the following: "January 1, December 31."

Section 604 Electrical Facilities. Amend by adding the new Sections, 604.6, 604.7

Section 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the NFPA 70 National Electric Code as adopted by the City of St. Charles. Dwelling units shall be served by a three-wire, 120/240-volt, single-phase electrical service having a rating of not less than 100 amperes.

Section 604.6 Panel Identification. All electrical panels serving more than one unit regardless of type of disconnecting means shall be legibly marked to designate the address, space, tier or unit that such panel is servicing. The marking shall be of sufficient durability to withstand the environment involved.

Section 605.2 Receptacles. Delete in its entirety and substitute the following therefor:

Section 605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one ground fault circuit interrupter. When an ungrounded-type receptacle exists in a bathroom or laundry area, a ground fault interrupter receptacle shall be provided. Any existing worn, damaged, painted and/or defective receptacles shall be replaced. All receptacle outlets shall have the appropriate faceplate cover for the location.

Section 607 Duct Systems. Amend by adding the new Sections 607.2.

Section 607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

Section 607.2 Maintenance. All duct systems, including bathrooms and kitchens shall be maintained free of grease, dirt and excessive lint.

CHAPTER 7 FIRE SAFETY REQUIREMENTS

Section 703.4 Opening Protectives. Delete in its entirety and substitute the following therefor:

Section 703.4 Opening Protectives. Required opening protectives shall be maintained in an operative condition. All fire and draftstop doors shall be maintained in operable condition, be rated as required and provided with approved self-closing devices which shall force the door to close and latch. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

CHAPTER 8 REFERENCED STANDARDS

Adopt the following Appendices:

Appendix A: Boarding Standard

SECTION TWO: 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.

SECTION THREE: That this Ordinance shall be in full force and effect on _____, 2024.

Presented to the City Council of the City of St. Charles, Illinois this _____ day of _____, 2024.

Passed by the City Council of the City of St. Charles, Illinois this _____ day of _____, 2024.

Approved by the Mayor of the City of St. Charles, Illinois this _____ day of _____, 2024.

ATTEST:

MAYOR

CITY CLERK

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4b

Title: Discussion regarding Construction Hours

Presenter: Russell Colby, Community Development Director

Meeting: Planning & Development Committee

Date: October 14, 2024

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐

TIF District: None

Executive Summary (if not budgeted, please explain):

Based on recent complaints regarding early morning construction noise in residential neighborhoods, staff was asked to review the City's construction hours.

Construction Hours are regulated by the Noise Ordinance, City Code Chapter 9.24. The code lists times when different types of noise-generating activities are prohibited. There are 4 property classifications, each with different standards:

Construction Hours	Start:	End:
Mixed Use (CBD-1 Downtown)	7 am	10 pm
Residential	7 am	7 pm
Non-Residential 300 ft. or less from residential (except across Main St, Randall or Kirk Rds.)	6 am	10 pm
Non-Residential	No restriction	No restriction

The noise ordinance also regulates other noise generating activities, including outdoor maintenance activity and refuse collection, starting at similar hours to construction activity.

Staff reviewed regulations for neighboring communities regarding start times and found some variation between weekday and weekend construction hours:

	Weekday Start	Saturday Start	Sunday Start	End
Geneva	7 am	8 am	8 am (& Holidays)	8 pm
Batavia	7 am	7am	8 am	9 pm
South Elgin	7 am	7 am	7 am	7 pm
North Aurora	6 am	6 am	8 am	9 pm (6 pm Sunday)
Bartlett	7 am	8 am	8 am	9 pm

Staff would support a change to weekend construction hours in residential areas to 8 am, as this is consistent with some of our neighbors and is not likely to have a significant impact on construction activity.

Changing the start time during the week could have a more significant impact and staff would recommend reviewing this further and seeking feedback from developers & contractors before considering this change.

Construction noise has an unavoidable impact on neighborhoods, particularly when work occurs in an established neighborhood. However, in most cases the disruption is limited to a short period of time.

Attachments (please list):

Noise Ordinance

Recommendation/Suggested Action (briefly explain):

Discuss and provide direction to staff.

Chapter 9.24 NOISE

9.24.010 Purpose, intent and declaration.

The purpose of this Chapter 9.24 is to limit Noise-Generating Activities, which when conducted at specific times of the day, may annoy, disturb, injure, or endanger the comfort, repose, health, peace or safety of others within the City. Noise-Generating Activity conducted in violation of the provisions of this Chapter 9.24 is hereby declared a public nuisance.

(2008-M-77: § 1; Prior code: § 28.032)

9.24.020 Noise-generating activities defined.

The following activities are hereby declared "noise-generating activities" and are subject to the provisions as set forth in this Chapter 9.24:

Noise-Generating Activity	Descriptions
Refuse Collection	The collection of any type of refuse, garbage, recyclable materials, landscape waste, hazardous waste, construction debris, or any other waste or debris.
Construction Activity	All types of construction activity, whether or not a building permit is required, and any related deliveries of construction personnel, materials, tools or equipment.
Outdoor Maintenance Activity	Activities conducted outside or within a partially enclosed space, such as an open garage, that generate noise, including but not limited to: maintenance and repair of buildings, structures, lots, yards, landscaping, and vehicles or other mechanical equipment.
Truck Idling	The continuous running of engines or cooling units of a truck or semi-trailer while the vehicle is stationary.
Commercial Deliveries	The loading or unloading of products, materials, supplies or any other item from a truck or semi-trailer.
Amplified Sounds	Any stationary or portable electronic sound reproduction system utilizing loudspeakers including but not limited to: amplified live or recorded music; public address systems; systems used to communicate with customers in vehicles; horns and signal devices; sound produced by any machine or other device for the amplification of the human voice, music or any other sound.

(2008-M-77: § 1; Prior code: § 28.024)

9.24.030 Property classifications established.

The designations set forth below shall classify all properties within the corporate limits of the City into a property classification for purposes of establishing regulation of noise-generating activities:

Property Classifications	Descriptions
--------------------------	--------------

Mixed-Use	Property contained in the following areas:
	CBD-1 Central Business Zoning District as designated on the Official Zoning Map contained in Title 17 "Zoning," as amended.
Residential	A property containing a residential dwelling unit, except for Mixed-Use Property, regardless of zoning classification.
Non-Residential	All property not designated as a Residential Property or Mixed-Use Property
Non-Residential adjacent to Residential	Any Non-Residential Property located a distance of 300 ft. or less from a Residential Property, measured as the shortest distance from the property line of the Residential Property to the property line of the Non-Residential Property; except for Non-Residential Property which is entirely separated from a Residential Property by the following arterial streets:
	1. Main Street
	2. Randall Road
	3. Kirk Road

(2008-M-77: § 1; Prior code: § 27.701)

9.24.040 Application of noise standards.

For purposes of this Chapter 9.24, a noise shall be determined to be "clearly audible" when noise generated by a noise-generating activity can be heard and readily differentiated from any ambient noise in the vicinity, including noise generated by vehicle traffic. A noise that is "clearly audible" may be constant, recurrent, or intermittent.

Locations used to determine if a noise is "clearly audible":

- A. Property line: Noise shall be measured outside along the perimeter of the property, including within the public right-of-way adjacent to the property line.
- B. Perimeter of the dwelling unit: Noise shall be measured inside or outside the building at a location adjacent to the unit, including common use hallways within the building.

(2008-M-77: § 1; Prior code: § 27.703)

9.24.050 Applicability to streets.

Provisions regulating noise-generating activities on a property shall extend into all streets, including private streets and public rights-of-way, adjacent to said property. Where properties with different property classifications are adjacent to the same street, the provisions shall apply to only half of the street directly adjacent to the property.

(2008-M-77: § 1; Prior code: § 27.702)

9.24.060 Regulation for mixed-use property.

The restrictions set forth below shall apply to mixed-use property as designated under Section 9.24.030, and any streets adjacent thereto:

Noise-Generating Activity	Time Activity Prohibited or Subject to a Noise Standard	Noise Standard
---------------------------	---	----------------

Created: 2024-07-23 14:50:37 [EST]

(Supp. No. 2)

Refuse Collection	Prohibited from 10:00 p.m. to 6:30 a.m.	—
Construction Activity	Prohibited from 10:00 p.m. to 7:00 a.m.	—
Outdoor Maintenance Activity	Prohibited from 10:00 p.m. to 7:00 a.m.	—
Commercial Deliveries	Subject to Noise Standard from 10:00 p.m. to 7:00 a.m.	Prohibited in streets. Shall not be clearly audible at the property line.
Amplified Sounds	Outdoors sources: Prohibited from 10:30 p.m. to 10:00 a.m.	Shall not be clearly audible at the property line.
	Indoor sources: Subjects to Noise Standard from 10:30 p.m. to 10:00 a.m.	For residential dwelling units: Shall not be clearly audible at the perimeter of the dwelling unit.

(2008-M-77: § 1; Prior code: § 27.704)

9.24.070 Regulation for residential property.

The restrictions set forth below shall apply to residential property as designated under Section 9.24.030, and any streets adjacent thereto:

Noise-Generating Activity	Time Activity Prohibited or Subject to a Noise Standard	Noise Standard
Refuse Collection	Prohibited from 7:00 p.m. to 7:00 a.m.	—
Construction Activity	Prohibited from 7:00 p.m. to 7:00 a.m.	—
Outdoor Maintenance Activity	Prohibited from 10:00 p.m. to 7:00 a.m.	—
Amplified Sounds	Outdoor sources: Prohibited from 10:00 p.m. to 10:00 a.m.	Single-Family Dwelling: Shall not be clearly audible at the property line.
	Indoor sources: Subject to noise standard from 10:00 p.m. to 10:00 a.m.	Multiple-Family Dwelling: Shall not be clearly audible at the perimeter of the dwelling unit.

Created: 2024-07-23 14:50:37 [EST]

(Supp. No. 2)

(2008-M-77: § 1; Prior code: § 27.705)

9.24.080 Regulation for non-residential property.

Noise-generating activities shall not be restricted on non-residential property, except for non-residential property adjacent to residential property as set forth in Section 9.24.090.

(2008-M-77: § 1; Prior code: § 27.706)

9.24.090 Regulation for non-residential property adjacent to residential property.

The restrictions set forth in this section shall apply to non-residential property adjacent to residential property, as defined in Section 9.24.030, and any streets adjacent thereto:

Noise-Generating Activity	Time Activity Prohibited or Subject to a Noise Standard	Noise Standard
Refuse Collection	Prohibited from 10:00 p.m. to 6:00 a.m.	—
Construction Activity	Prohibited from 10:00 p.m. to 6:00 a.m.	—
Outdoor Maintenance Activity	Subject to noise standard from 10:00 p.m. to 6:00 a.m.	Prohibited in streets.
Commercial Deliveries	Subject to noise standard from 10:00 p.m. to 6:00 a.m.	Shall not be clearly audible at the perimeter of the property, measured at a location along the property line that is adjacent to a residential lot.
Truck Idling	Subject to noise standard from 10:00 p.m. to 6:00 a.m.	
Amplified Sounds	Outdoor sources: Prohibited from 10:00 p.m. to 7:00 a.m.	
	Indoor sources: Subject to noise standard from 10:00 p.m. to 7:00 a.m.	

(2008-M-77: § 1)

9.24.100 Exemptions.

The activities set forth below shall be exempt from the provisions of this Chapter 9.24:

1. Activities conducted by any governmental entity.
2. Emergency building, infrastructure, or utility repairs in response to natural disasters, accidents, equipment or structural failures, or other public safety concerns.

-
3. Emergency noises, including: the operation of any emergency vehicle or apparatus and related radios, sirens, horns, and bells; cries for assistance, warning calls, or sirens used to alert persons of an emergency, danger, or crime; security and fire alarms.
 4. Snow removal.
 5. Noise generated by the use of a property which is specifically regulated by the provisions of Title 17, Chapter 17.20, as amended, when a specific standard regulating noise levels or hours of operation is contained therein, including but not limited to temporary outdoor entertainment and outdoor dining, as defined in Title 17.
 6. Any noise generated by locomotive engines and train cars.
 7. Parades, fireworks, cultural events/activities, special events and other activities authorized by the City Council.

(2008-M-77: § 1)

9.24.110 Noise regulated by other provisions of this Code.

Regulation of noise contained elsewhere in this Code shall be separate from the provisions of this Chapter 9.24, including but not limited to provisions contained in Title 6, "Animals"; Title 10, "Vehicles and Traffic"; and Title 17, "Zoning." In case of conflict with this Chapter, the most restrictive regulation shall control.

(2008-M-77: § 1)

9.24.120 Noise-generating activity prohibited—Penalty.

It shall be unlawful for any person to make or to continue, cause or to knowingly allow a noise-generating activity, as defined in Section 9.24.020, in violation of this chapter.

Notwithstanding any other provision of this Code, any person violating any provisions of this Chapter 9.24 shall be subject to a fine not less than those established in the schedule set forth below and not more than seven hundred fifty dollars (\$750.00):

Description of Violation	Minimum Fine Amount
First violation in any 365-day period	\$100.00
Second violation in any 365-day period	200.00
Third violation in any 365-day period	300.00
Fourth violation in any 365-day period	500.00
Fifth and subsequent violations in any 365-day period	750.00

For purposes of this Chapter 9.24, and in determining the appropriate amount due hereunder:

- A. Each day a violation occurs or continues shall be deemed a separate violation.
- B. All violations of any provision of this Chapter 9.24 that are committed by the same person, or any firm controlled by such person, shall be deemed a separate violation, regardless of whether or not the violations occur at the same location.

(2018-M-23: § 6; 2008-M-77: § 1)

9.24.130 Presumption of accountability.

The occupant or the agent of the occupant of the property, who shall knowingly permit another person to create a noise or conduct an activity in violation of this chapter, shall be deemed responsible for the noise or activity to the same extent as the person creating the noise or conducting the activity and shall be subject to the same penalty.

Any person in charge of operating, ordering, directing or allowing the operation or maintenance of the motor vehicle, device, or machine creating a noise-generating activity as prohibited in this chapter, shall be deemed guilty of violating this chapter.

(2008-M-77: § 1)

9.24.140 Legal remedies not impaired.

Nothing in this chapter shall be construed to impair, in any way, any cause of action or other legal or equitable remedy therefore of any person or the public for injury or damage arising from the emission or release into the atmosphere or ground from any source whatever of noise or earthshaking vibration in such place or manner or at such levels, so as to constitute a common law nuisance.

(2008-M-77: § 1)

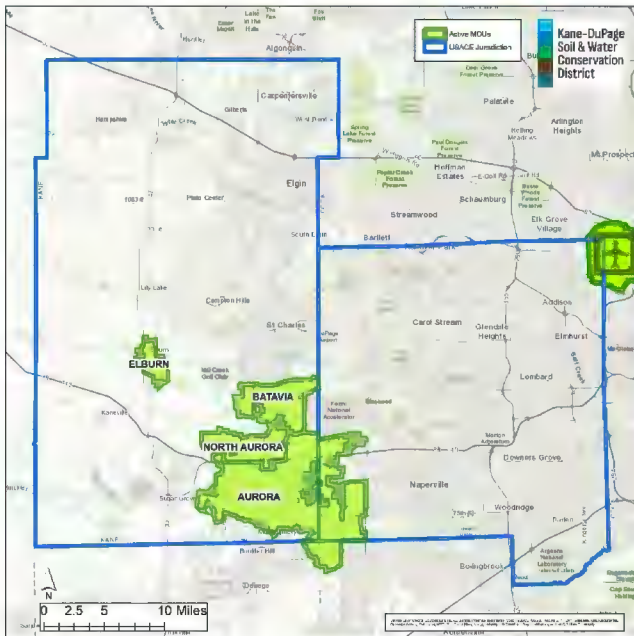
 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to approve a Memorandum of Understanding with the Kane DuPage Soil & Water Conservation District regarding Erosion Control Services	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: October 14, 2024	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): In June, staff presented a concept for the City to enter an agreement with the Kane DuPage Soil and Water Conservation District (SWCD) for development erosion control inspections. Instead of having developers contract directly with Kane-DuPage SWCD, staff suggested the concept of the City contracting for these services on a project-by-project basis, and paying for the service from the inspection fees that the City collects with site development/stormwater permits. Staff worked with Kane DuPage SWCD to revise their standard form Memorandum of Agreement to reflect this arrangement. The agreement is being presented for approval. The City would retain all enforcement jurisdiction and can terminate the agreement with 30-day notice. Background from June 2024: Kane DuPage SWCD, with offices located in St. Charles, is a non-regulatory local unit of government tasked with providing technical information to individuals and groups on methods of soil and water conservation. In addition to the City permit, most development projects also require an EPA permit known as an “NPDES permit” (National Pollutant Discharge Elimination System). Kane-DuPage SWCD performs erosion control inspections for the EPA under the NPDES permit. Both the City and Kane-DuPage SWCD are inspecting and monitoring similar items, and at times developers may receive notifications from both agencies regarding similar issues, which can cause confusion. Kane-DuPage SWCD provides a service to municipalities where, through a Memorandum of Understanding, they will oversee erosion control inspections services on behalf of the City, in a more regular and systematic process than municipalities are typically able to accomplish. Kane-DuPage SWCD has successfully provided this service to a number of municipalities for several years, including Batavia, Aurora, North Aurora and Elburn. Staff has received positive feedback on their services. The benefit for a developer is that they will be dealing with one inspector agency for inspection of erosion control. The benefit to the City is that we can be more consistent with requirements and better meet our own obligations for enforce County and State requirements. This will lead to more proactive and timely addressing of maintenance issues before larger problems result, which is both a City and Developer goal.			
Attachments (please list): Information on the Program, Memorandum of Understanding			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Memorandum of Understanding with the Kane DuPage Soil & Water Conservation District regarding Erosion Control Services			



Kane-DuPage Soil & Water Conservation District

2023

Existing MOU Soil Erosion & Sediment Control Agreements



*For more info,
Visit our website
kanedupageswcd.org*



630.584.7960 ext 3

Let **US**
be **YOUR** boots
on the ground!



**Memorandum of
Understanding
(MOU)**

Your Benefits

- **Prioritize Compliance**
 - IEPA MS4 BMPs
 - USACE Interface
 - Impartial Inspectors
 - Expanded Expertise
 - Additional Resources
- **Community Representation**
 - Resident Concern Response
 - Publication Material
 - Educational Opportunities
- **Green Infrastructure**
 - Prioritize SESC
 - Sustainable Development
 - Watershed Plan



Our Boots Know their Way Around Your Communities

**Local KDSWCD staff
partners with teams
in municipalities throughout
Kane and DuPage Counties
to ensure that
our waterways are
protected and respected**

How does it work?

- **Notification**
 - Prior to getting final approval from the municipality, the applicant is notified to apply to KDSWCD
 - Applicable to projects > 1 Acre & Sensitive Areas
- **Application**
 - Developer applies to KDSWCD
 - Developer pays fees and provides soil erosion and sediment control plan
- **Review**
 - KDSWCD ensures plan meets technical standards
 - KDSWCD ensures plan complies with Water Quality Act expectations
- **Inspection**
 - KDSWCD inspects throughout the life of the project to assess compliance and recommend correctional measures
 - No less than monthly
 - Following significant rain events
- **Coordination**
 - KDSWCD coordinates with IEPA to closeout eligible projects
 - KDSWCD communicates with municipality throughout the project

Soil Erosion and Sediment Control Plan Review
Kane/DuPage Soil and Water Conservation
District (630)-584-7960 ext 3

	APPLICANT (Owner/Developer)	Erosion Control Consultant/Engineer
Business Name		
Address City/State/Zip		
Contact Name		
E-Mail Address		
Phone		

Current Project Name and Phase number: _____ Location (Municipality): _____

Job site contact person: _____ E-Mail Address: _____

On site Contact's Phone number: () _____ - _____ Site Location County _____

Additional Contacts to receive Reports: _____

Latitude/Longitude: _____ Nearest Intersection: _____

Acreage of site disturbance (NPDES ILR10 area, if applicable): _____ Proposed Land Use: _____

Army Corps application number (if applicable): _____

Construction start date: _____ Anticipated construction completion date: _____

The applicant agrees to the following conditions:

1. Submit all required information listed on the following pages for each phase of development, regarding the soil erosion and sediment control (SESC) plan. Submit 1 set of physical drawings to our office (mail or drop off) or submit an electronic set of plans via email contact@kanedupageswcd.org. Request access to SWCD DropBox for plans too large to email. One stamped/approved copy will be returned and is to be kept at the project site.
2. Upon submittal of this application, pay the applicable fee (fee worksheet attached), in accordance with total acres of disturbance to the original topography and/or vegetation, in-stream and wetland disturbance, and the length of the project. A refundable pre-construction notification fee should also be included.
3. Notify representatives of the Soil and Water Conservation District of the pre-construction meeting.
4. Allow SWCD, NRCS, or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SESC practices have been installed and are functioning properly.
5. Upon commencement of earthwork or construction, document SESC practices with all information being accurate and complete.
6. Comply with the SWCD's written and verbal recommendations regarding:
 - A. The SESC plan and corrections or changes made thereto.
 - B. Installation and maintenance requirements of the SESC practices on-site.
7. Pay additional costs incurred by the SWCD in response to repeated non-compliance issues.
8. If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Soil and Water Conservation District.
9. If SWCD is not contacted (in writing) prior to commencement of construction, and/or notify SWCD one week prior to installation of in-stream work area for USACE projects, the pre-construction notification fee will be forfeited.
10. Pre-Construction fee will be refunded after SWCD is notified (in writing) prior to ground disturbing activities. All refund checks become void after 6 months.
11. If construction does not commence within 36 months of plan approval, the project will be closed. Fees will not be returned.
12. If the project lasts longer than proposed in the Fee Calculator, then KDSWCD can request additional inspection fees from the applicant.
13. All projects, regardless of size, are required to pay a pre-construction notification fee.

Upon receipt of all required information, the SESC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards. All application correspondence should be directed to contact@kanedupageswcd.org.

Applicant's Signature: _____ **Date:** _____

Revised August 4, 2023

Page 1 of 5

FOR OFFICE USE ONLY		SWCD Application No.: _____	
Meets technical standards _____	Does not meet technical standards _____		
Date all Information received: _____	Reviewed by: _____	Fee Paid: _____	/MOU _____ Check No: _____
In-Stream: yes ☐ no ☐	Application Processed: yes ☐ no ☐		

Table 1	SESC Fee Schedule		Review Fee	Inspect Fee
Section 1	Initial Application Fee			
	Construction Site 0-4 acres	\$300	\$690	
	Construction Site 5-9 acres	\$370	\$690	
	Construction Site 10-14 acres	\$485	\$1450	
	Construction Site 15-19 acres	\$530	\$1935	
	Construction Site 20-29 acres	\$550	\$2900	
	Construction Site 30-39 acres	\$600	\$2900	
	Construction Site 40-49 acres	\$645	\$3315	
	Construction Site 50-59 acres	\$695	\$3645	
	Construction Site 60-69 acres	\$735	\$4860	
	Construction Site 70-79 acres	\$760	\$4860	
	Construction Site 80-89 acres	\$830	\$5465	
	Construction Site 90-99 acres	\$875	\$5465	
	Construction Site 100-199 acres	\$920	\$6075	
	Construction Site 200-299 acres	\$990	\$7795	
	Construction Site 300-399 acres	\$1080	\$8150	
	Construction Site 400-499 acres	\$1125	\$8730	
**	> 500 acres contact SWCD for a site specific fee			
Section 2	In-Stream or Stream-side work Fee			
	0-2 Month project length	\$700		
	2-4 Month project length	\$1400		
	4-6 month project length	\$2100		
	6-8 month project length	\$2800		
	8-10 month project length	\$3500		
	10-12 month project length	\$4200		
Section 3	Utilities, Railroads, or Linear Projects			
	\$425.00 for each wetland impacted/crossed	\$425 per wetland		
Section 4	Application Extension Fee			
	1/3 of the Original Review Fee	1/3 of Review		
Section 5	Re-Submittal Fee			
	\$110.00	\$110		
Section 6	Non-Compliance Fee			
	Will be notified by letter- Billable at	\$95/hr		
Section 7	Pre-Construction Notification Fee (All projects)			
	Refunded upon written notice of construction start date	\$500		

For fee calculator, see next page.

For projects > 500 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration. **ALL FEES ARE SUBJECT TO YEARLY INCREASES.

SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:

Kane/DuPage Soil and Water Conservation District Hours: M-F 8:00 a.m. - 4:30 p.m.

2315 Dean Street, Suite 100

St. Charles, IL 60175

Phone: 630-584-7960 x3

Email: contact@kanedupageswcd.org

This review will be issued on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status. The Kane/DuPage Soil and Water Conservation District is a nonprofit organization.

Fee Calculator and Worksheet

Step 1: Review Fee		
Acres of disturbance*	_____	Line 1
Enter review fee using table 1	\$ _____	Line 2
Step 2: Inspection Fee MUST ENTER AT LEAST 1 YEAR IN LINE 3		
Length of project (whole years – round up)	_____	Line 3
Enter inspection fee using table 1	\$ _____	Line 4
Multiply line 3 and line 4	\$ _____	Line 5
Step 3: In-Stream or Stream-Side Work Fee (If not applicable, enter \$0 in line 7 and go to step 4)		
Length of Work (months – round up)	_____	Line 6
Enter fee using table 2	\$ _____	Line 7
Step 4: Linear Project** (If not applicable, enter 0 in line 8 and go to step 5)		
Enter the number of impacted wetlands on line 8	_____	Line 8
Wetland impact fee	\$ 425 _____	Line 9
Multiply line 8 and line 9	_____	Line 10
Step 5: Total Fee		
Pre-construction notification fee (Refundable)	\$ _____	Line 11
Sum Lines 2, 5, 7, 10 & 11	\$ _____	Line 12
<i>*For all projects above 500 acres in size or any other unique project as determined by the KDSWCD Board of Directors, a modified fee schedule will be developed on an individual basis, based upon the size, scope, complexity, and duration of the project.</i> <i>**Linear projects refer to roadway or utility projects</i>		
<i>Please remit this worksheet with your payment.</i>		

Total Fee = Review Fee + Inspect fee + In-Stream Fee* + Wetland Impact Fee* + Pre-construction notice fee

*if applicable

SitePlanChecklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

1. Existing site conditions and natural resources present, including:

- ☐ Site boundaries and adjacent lands that accurately identify site location
- ☐ Buildings, roads and utilities
- ☐ Topography, vegetation, drainage patterns, sub-watershed delineation, critical erosion areas, and any subsurface drainage tiles
- ☐ Wetland and floodplain delineation - Please show the boundaries on the construction plans.
- ☐ Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- ☐ Vicinity map.
- ☐ Show areas where trees and vegetation are to be preserved.
- ☐ Map legend, including north arrow and scale on all materials submitted.

2. Final site conditions, including:

- ☐ An accurate depiction of post-construction appearance - e.g. utilities, roads, buildings, open space
- ☐ Locations, dimensions, cross sections and elevations of all (temporary and permanent) storm water management facilities (including sediment basins), plus inlet and outlet locations Surface flow direction, including sheet flow and concentrated flow direction
- ☐ Post-construction topography, **final contours should be easily distinguished** (2 foot contour is preferred) including sub-watershed delineations.

3. A complete soil erosion and sediment control plan, including:

- ☐ Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- ☐ A schedule outlining the installation of the practices with the responsible parties identified
- ☐ Inspection, and maintenance schedules with responsible parties identified
- ☐ Seeding information: rates, species, dates, fertilization, temporary or permanent
- ☐ Location and dimension of all temporary soil and aggregate stockpiles

4. Locations, dimension & phase timeline of all land disturbing activities, including:

- ☐ Designate construction limits, areas that will be disturbed and areas of wetland fill
- ☐ Describe grading and building schedule and phasing timeline
- ☐ Create and Submit a construction sequence for any in-stream work and/or critical areas

Narrative Checklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

- ☐ **Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.
- ☐ **Existing site conditions** - A description of the existing topography, vegetation, drainage ways, subsurface drain tile, buildings, roads and utilities.
- ☐ **Adjacent areas** - A description of neighboring areas such as streams, lakes, residential areas, roads, etc. which might be affected by the land disturbance - Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.
- ☐ **Off-site areas** - Will any other areas be disturbed? Describe any off-site land disturbing activities.
- ☐ **Critical areas** - A description of areas on the site that have potentially serious problems. For example, steep or long slopes, channels, intermittent streams, and side hill seeps.
- ☐ **Soil erosion and sediment control measures** - A description of the methods which will be used to control erosion and sedimentation on the site - Control methods should meet the standards in section 4 of the Illinois Urban Manual.
- ☐ **Construction Sequence** - A sequence of events for construction in and near creeks, streams, or other critical areas.
- ☐ **Permanent stabilization** - A brief description including specifications of how the site will be stabilized after construction is completed.
- ☐ **Calculations** - Detailed calculations for the design of temporary sediment basins, permanent storm water detention basins, diversions, channels, etc. Include pre and post development runoff.
- ☐ **Detail drawings** - Include detail drawings from the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.
- ☐ **Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.

MEMORANDUM OF UNDERSTANDING

Between the City of St. Charles and the Kane-DuPage County
Soil and Water Conservation District, and the USDA-Natural
Resources Conservation Service

This Memorandum of Understanding is made and entered into by and between the following parties:

1. City of St. Charles, a unit of local government of the state of Illinois (hereinafter referred to as "City").
St. Charles City Hall, 2 East Main Street, St. Charles, IL, 60174
2. The Kane-DuPage Soil and Water Conservation District, a body politic and corporate of the state of Illinois (hereinafter referred to as "KDSWCD").
2315 Dean St., Suite 100, St. Charles, IL, 60175
3. United States of America, acting by and through the Natural Resources Conservation Service, an agency of the United States Department of Agriculture (hereinafter referred to as "NRCS"). The St Charles Field Office, 2315 Dean St., Suite 100, St. Charles, IL 60175

I. PURPOSE

Landowners and occupiers, natural resource agencies, and other government entities all benefit from well-planned and implemented measures intended to protect soil, water, and other natural resources. The above-mentioned parties share a common objective of assisting the general public as well as other local, state, and federal units of government in the understanding, development, and wise use of natural resources in St. Charles, Illinois.

It is agreed that soil, water, and other natural resources must be protected from degradation and depletion that often results from land-disturbing development activities when runoff and erosion are not properly controlled. Such adverse effects on these natural resources can be detrimental to the health, safety, and general welfare of the public. The parties of this agreement mutually agree to exercise, in a coordinated manner, their respective authorities to carry out educational and ethical advisory and regulatory programs to serve the public interest in natural resource conservation.

This Memorandum of Understanding (MOU) will establish a framework to increase cooperation and coordination between the City of St. Charles, the KDSWCD, and the NRCS. This framework is designed to improve services to landowners and users through coordinated government actions, avoid duplication of effort, and enhance other benefits to the public.

II. AUTHORITY

- A. The authority for the City of St. Charles to address items covered by this agreement and to enter into this agreement is included in the following:
 - (1) The Illinois Municipal Code

- (2) Article VII, Section 10 Intergovernmental Cooperation of the Illinois Constitution and
- (3) The Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
- (4) Specific municipal regulations that address items covered by this agreement are contained within Title 16, Subdivisions and Land Improvement and Title 18, Stormwater Management, of the St. Charles Municipal Code
- (5) Approval granted by the St. Charles City Council pursuant to Resolution _____

B. The authority for the KDSWCD that addresses items covered by this agreement is included in the following:

- (1) Illinois Soil and Water Conservation Districts Act (70 ILCS 405/1-405/43).

C. The authority for the NRCS that addresses items covered by this agreement is included in the following:

- (1) Soil Conservation and Domestic Allotment Act (16 U.S.C. Section 590), as amended and supplemented, Public Law 74-76.
- (2) Soil Information Assistance for Community Planning and Resource Development (42 u.s.c. 3271-3274).
- (3) Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended and supplemented, Public Law 92-500).

III. Background

The City of St. Charles is an Illinois municipal corporation incorporated as a City pursuant to the Illinois Constitution and Illinois compiled statutes. The City is located in St. Charles Township in Kane County and Wayne Township in DuPage County, Illinois.

The KDSWCD is a locally organized and operated governmental agency created by state law for the express purpose of promoting the protection, maintenance, improvement, and wise use of soil, water, and other natural resources within its boundary. To accomplish this, the KDSWCD works cooperatively with individuals, groups, and units of government. Technical assistance and education programs are utilized to increase awareness of natural resources, provide solutions to problems, and identify better ways of managing these resources.

The mission of the Natural Resources Conservation Service (NRCS) is to provide leadership and administer programs to help people conserve, improve, and sustain our natural resources and environment. The NRCS, an agency within the U.S. Department of Agriculture (USDA) is responsible for a national program of conserving and developing land and water resources with primary objectives of reducing soil erosion to acceptable limits, improving and maintaining water quality, and promoting conservation programs by providing technical assistance to individuals, groups, and units of government in cooperation with the soil and water conservation districts, watershed groups, resource conservation, and development groups, and other federal, state, local agencies, and departments.

IV. . The City of St. Charles agrees to:

- A. Abide by all applicable provisions of federal, state, and local legislation dealing directly or indirectly with items contained in this agreement.
- B. Notify the KDSWCD of the intent of a land developer or builder to prepare a subdivision plat or construction project proposal.
- C. Request the KDSWCD to conduct on-site soil erosion and sediment control inspections as described in this memorandum.
- D. Refer City of St. Charles officials, developers, builders, and contractors to KDSWCD for advice and information, as needed, concerning the design and installation of recommended practices as provided in this memorandum.
- E. Cooperate with KDSWCD to provide information as needed, to City officials, developers, consultants, builders, contractors, and others.
- F. Seek the advice and assistance of the KDSWCD and the cooperating agency's technical staff with regard to the conservation, wise use, and development of natural resources.
- G. Utilize appropriate and accepted references for conservation practices standards and specifications when implementing natural resource protection provisions of City ordinances.
- H. Not charge for any assistance made available by NRCS and conduct its work in such a manner that cooperating land users, units of government, and the public will generally understand that any charges it may make are not for NRCS assistance.
- I. Assume administrative responsibilities for the City of St. Charles employees or officials involved in carrying out the provisions of the agreement.
- J. Allow the KDSWCD to directly bill the City of St. Charles for all services rendered as agreed upon and described in this memorandum.
- K. Compensate the KDSWCD for all services rendered under the terms of this memorandum as determined through the mutually agreed upon pricing structure.

V. The KDSWCD agrees to:

- A. Utilize appropriate and accepted technical references to provide conservation practice standards and specifications for structural and vegetative measures that are recommended to address recognized natural resource-related concerns.
- B. Assist with on-site inspections during the active construction phase(s) of land development projects to determine whether site development is in compliance with the approved plan and ordinance requirements and determine adjustments needed to the approved plan. After construction has been completed, determine whether permanent site stabilization has been achieved and identify operation and maintenance needs.
- C. Consult with land developers, consultants, and contractors concerning the design criteria, installation and maintenance procedures, and other information regarding conservation practices recommended under the provisions of this agreement.
- D. Provide technical advice and assistance as requested by the officers of the City regarding the conservation, wise use, and development of natural resources under their control.
- E. Assume administrative responsibilities for KDSWCD employees or officials involved in carrying out the provisions in this agreement.
- L. Directly bill the City of St. Charles as determined through the mutually agreed upon pricing structure and provide monthly invoices for all services rendered as agreed upon and described in this memorandum.

VI. The Natural Resources Conservation Service (NRCS) agrees to:

- A. As requested, assist the City of St. Charles and the KDSWCD in carrying out the provisions outlined in this agreement. This assistance will follow NRCS and/or SWCD workload priorities as outlined in the Field Office Annual Plan of Operation.
- B. Provide technical reference materials routinely used by NRCS and the KDSWCD to the City as needed or requested and within capabilities.
- C. Provide planning and technical assistance to the City and the KDSWCD staff in resource management, including but not limited to stormwater management, erosion and sediment control, and other natural resource-related concerns.
- D. Assume administrative responsibilities for NRCS employees involved in carrying out the provisions of this agreement.

VII. The City of St. Charles, The KDSWCD, and the NRCS all mutually agree:

- A. That the City retains the right of final decision on lands it owns or exercises control over in regards to the use and management of soil, water, and other natural resources, as well as any issues, opinions, findings, or actions resulting from this memorandum, including enforcement of all ordinances and regulations regarding soil erosion and sediment control.
- B. To comply with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or disability be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity, receiving federal financial assistance from the Department of Agriculture or any agency thereof.
- C. That except as provided herein or mutually agreed upon, no charges or fees for labor, equipment, wages, or materials will be billed by or to any other party specifically included in this Memorandum.
- D. That this Memorandum shall become effective on the date of the last signature affixed hereto. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto. This Memorandum may be terminated by any party, by sending thirty (30) days written notice by first class mail to the other parties at their office in the St. Charles City Hall, 2 East Main Street, St. Charles, Illinois, and 2315 Dean St., Suite 100, St. Charles, Illinois in Kane County. Following the issuance and receipt of a request for amendment or a notice of termination, a meeting of the officially designated representative of all parties will be called.
- E. That no party to this Memorandum shall assign this Memorandum, nor any interest arising herein, to any other party without the prior written consent of all parties involved.
- F. That nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the NRCS or the KDSWCD (including its officers, employees, and agents) the agent, representative, or employee of the City for any purpose or in any manner, whatsoever. Likewise, nothing contained herein is intended or should be construed as constituting the City (including its officers, employees, and agents) the agent, representative, or employee of the KDSWCD or NRCS. All of the parties to this Memorandum are, and shall remain, independent parties with

respect to all services performed under this Memorandum.

- G. That the provisions of this Memorandum are severable. If any paragraph, section, subdivision, sentence, clause, or phase of the Memorandum is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Memorandum. However, upon the occurrence of such event, any party may terminate this Memorandum forthwith upon the delivery of written notices of termination to the other parties, as provided in paragraph D above.
- H. That it is understood and agreed that the entire agreement of the parties is contained herein and that this Memorandum supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- I. That this Memorandum will be reviewed by all parties at least annually. Any problem with or suggested modification to this Memorandum will be brought to the attention of the appropriate responsible official for solving through existing policy and procedure of the specific parties to this Memorandum.
- J. Each of the parties acknowledges the working nature of this Memorandum. Each party agrees to cooperate and consult with the other parties in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Memorandum.
- K. Each party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.

VIII. ADOPTION

The foregoing Memorandum of Understanding has been adopted by resolution of each of the parties thereto, duly recorded in the official proceeding of each, and as attested by the signatures affixed below.

THE CITY OF ST. CHARLES

(name)

(title)

Date:

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT

(name)

(title)

Date:

U.S. DEPARTMENT OF AGRICULTURE-NATURAL RESOURCES CONSERVATION

(name)

(title)

Date:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4d
	Title:	Recommendation to Approve and Execute an Acceptance Resolution for Public Utilities for Springs at St. Charles	
	Presenter:	Simona Hawk	
Meeting: Planning & Development Committee		Date: October 14, 2024	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: ☐
Executive Summary (<i>if not budgeted please explain</i>): Sanitary Sewer Systems and appurtenances, including lift station and forcemain were constructed by the developer to service the Springs at St. Charles subdivision. The Springs at St. Charles lift station and forcemain have undergone and passed all required testing. Record Drawings have been submitted and approved. The City has performed final acceptance inspections and the contractor has resolved the punchlist items. Easements were previously granted with the recording of the Plat of Subdivision. The developer will execute a signed Bill of Sale. Staff recommends the approval pending receipt of the fully executed Bill of Sale.			
Attachments (<i>please list</i>): Acceptance Resolution Bill of Sale Exhibit			
Recommendation/Suggested Action (<i>briefly explain</i>): Staff recommends approval and execution of an acceptance resolution for public utilities for the Springs at St. Charles, Pending a fully executed Bill of Sale			

(Sanitary Sewer Lift Station)

**City of St. Charles
Kane and DuPage Counties**

ACCEPTANCE RESOLUTION

Subdivision Name: Springs at St. Charles

Whereas Continental 629 Fund LLC, the Developer of Springs at St. Charles, constructed Sanitary Sewer Systems and appurtenances, including lift station and forcemain, in easements as described in the attached exhibits in the aforesaid Subdivision; and

Whereas, the Developer has constructed Sanitary Sewer Systems and appurtenances, including lift station and forcemain, in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

Whereas, the constructed Sanitary Sewer Systems and appurtenances, including lift station and forcemain, have been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and are found to be satisfactory;

Now, Therefore, Be It Resolved by the City Council of St. Charles, that said Council hereby approves and accepts the constructed Sanitary Sewer Systems and appurtenances, including lift station and forcemain. It being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of any obligation for maintenance for a period of one (1) year as provided for in said Contract.

Passed by the City Council of the City of St. Charles, this ____ day of _____, 2024, and APPROVED by the Mayor of said City of St. Charles, this ____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____ ("Seller"), in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a SANITARY SEWER LIFT STATION AND FORCEMAIN, as fully described in a certain set of Record Drawing plans and specifications, titled _____, prepared by _____, dated _____, of which the overall utility plan is attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the SANITARY SEWER LIFT STATION AND FORCEMAIN by SELLER to date within the CITY.

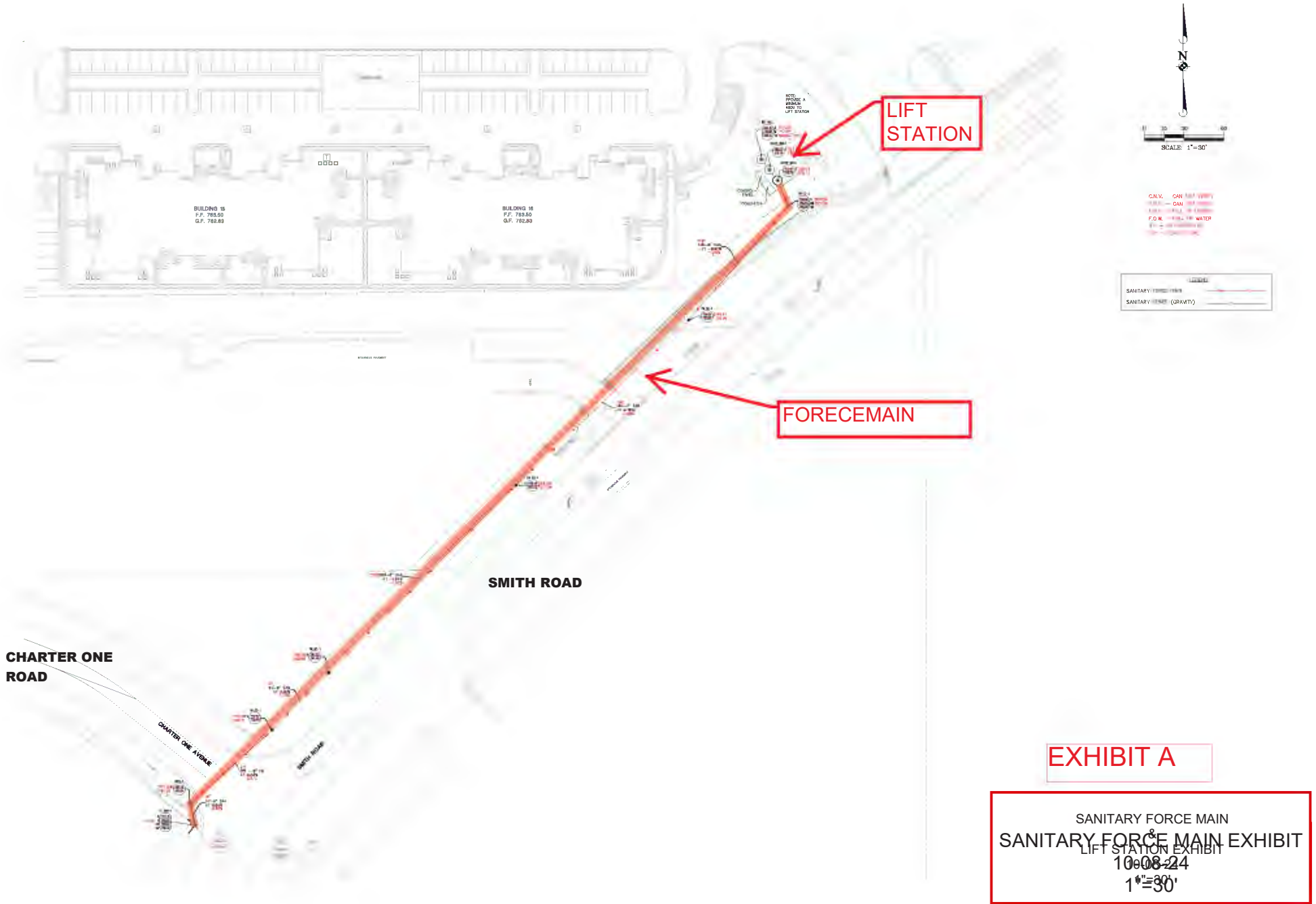
SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at _____, this _____ day of _____, 20____.

(SELLER)

BY: _____

ATTEST:



 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4e
	Title:	Recommendation to approve a Plat of Easement for Prairie Centre Detention Pond Access.	
	Presenter:	Ellen Johnson, Planner	
Meeting: Planning & Development Committee		Date: October 14, 2024	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The Prairie Centre PUD was approved by the City in March 2017. As the project is developed, the developer, Shodeen, has been resubdividing the property to create individual parcels for buildings and other uses, as anticipated under the PUD approval. In August, City Council approved Prairie Centre Resubdivision No. 4, which platted lots for Residential Building B1, park site dedication, and stormwater detention (Lot 20). At that time, it was identified that City access rights to the stormwater detention pond on Lot 20 is needed for maintenance purposes. A Plat of Easement has been prepared which grants an access easement to the City from Prairie Street via the adjacent driveway on the Jewel property. Staff has found the easement to be sufficient.			
Attachments (please list): Plat of Easement			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Plat of Easement for Prairie Centre Detention Pond Access.			

PLAT OF EASEMENT

IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8
EAST OF THE THIRD PRINCIPAL MERIDIAN; IN KANE COUNTY, ILLINOIS

P.I.N. 09-33-329-070
P.I.N. 09-33-329-071
P.I.N. 09-33-302-007

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



DATE PRINTED

PROPERTY DESCRIPTION:

THAT PART OF LOTS 1 AND 2 IN ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 1 BEING PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 5TH, 2018 AS DOCUMENT 2018K005917, KANE COUNTY, ILLINOIS.

AND TOGETHER WITH:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF JOE KEM'S RANDALL ROAD SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION 40.03 FEET TO A POINT THAT IS 40.0 FEET SOUTHERLY OF THE CENTER LINE AS MEASURED AT RIGHT ANGLES THERETO, OF PRAIRIE STREET, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID EAST LINE 891.46 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF ILLINOIS STATE ROUTE 38, 222.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 178.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 132.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 172.0 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 6.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 164.02 FEET TO A LINE DRAWN PARALLEL WITH AND 580.0 FEET EASTERLY OF SAID EAST LINE, AS MEASURED ALONG SAID CENTER LINE; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 337.40 FEET TO A POINT THAT IS 110.0 FEET SOUTHERLY OF A LINE DRAWN PARALLEL WITH SAID CENTER LINE FROM THE POINT OF BEGINNING, AS MEASURED ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE; THENCE WESTERLY 234.84 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 325.0 FEET EASTERLY OF SAID EAST LINE, AS MEASURED ALONG A LINE DRAWN PARALLEL WITH SAID CENTER LINE, THAT IS 100.0 FEET SOUTHERLY OF A LINE DRAWN PARALLEL WITH SAID CENTER LINE FROM THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 100.0 FEET TO A LINE DRAWN PARALLEL WITH SAID CENTER LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY PARALLEL WITH SAID CENTER LINE 325.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

RANDALL ROAD

JOE KEM'S RANDALL ROAD SUBDIVISION ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS PER DOCUMENT NUMBER 1132323

UNSUBDIVIDED

BASIS OF BEARING

ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

ABBREVIATIONS

N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

--- PARENT TRACT BOUNDARY LINE
--- ADJACENT LAND PARCEL LINE
--- EXISTING EASEMENT LINE
--- EASEMENT HEREBY GRANTED
--- CENTERLINE
--- SECTION LINE

STORMWATER ACCESS EASEMENT HEREBY GRANTED

LOT 16

LOT 15A

LOT 20

ST. CHARLES PRAIRIE CENTRE
RESUBDIVISION NO. 4

LOT 14

ST. CHARLES PRAIRIE CENTRE
RESUBDIVISION NO. 2
PER DOCUMENT 2020K011284

LOT 18

LOT 19

LOT 3

LOT 2

LOT 1

ST. CHARLES COMMERCIAL CENTER LOT NO. 3
PER DOCUMENT NUMBER 1688248

CONVENT COURT
PER DOCUMENT NUMBER 1807759

PROJECT
PLAT OF EASEMENT
MONTICELLO, ILLINOIS

CLIENT
SHOBER GROUP, LLC
771 STATE STREET
CHICAGO, IL 60611

COMPASS
SURVEYING LTD.
ALTA SURVEYS & TOPOGRAPHY & CONSTRUCTION STAGING
201 GONZA WOOD PARKWAY, STE. 100
MONTICELLO, ILLINOIS 61858
PHONE: (815) 244-0000 FAX: (815) 244-0001
WWW.COMPASSSURVEYING.COM

SCALE: 1" = 40'

1 OF 2

J:\PSDATA\2024\PROJECTS\24-0205\24-0205-02 STORMWATER ACCESS EASEMENT\24-0205-02_PCSMT.DWG

PROJ. NO.: 24-0205-02

PLAT OF EASEMENT

IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8
EAST OF THE THIRD PRINCIPAL MERIDIAN; IN KANE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT TOWNE CENTRE EQUITIES, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, THIS ____ DAY
OF _____, A.D., 20 ____

BY: _____

TITLE: CRAIG A. SHOEDEN; A MANAGER

TITLE: ANNA B. HARMON; A MANAGER

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

I, _____, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO

HEREBY CERTIFY THAT _____ (TITLE)
AND _____

(TITLE) OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20 ____

BY: _____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

HOLCOMB BANK, AS MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____, HEREBY
CONSENTS TO RECORDING OF THE PLAT HEREIN SHOWN.

DATED AT _____, THIS ____ DAY
OF _____, A.D., 20 ____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

OWNER'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT SUDON PROPERTY COMPANY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, THIS ____ DAY
OF _____, A.D., 20 ____

BY: _____

TITLE: KENT W. SHOEDEN; PRESIDENT

TITLE: CRAIG A. SHOEDEN; PRESIDENT

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

I, _____, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO

HEREBY CERTIFY THAT _____ (TITLE)
AND _____

(TITLE) OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20 ____

BY: _____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

COMMUNITY STATE BANK, AS MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____, HEREBY
CONSENTS TO RECORDING OF THE PLAT HEREIN SHOWN.

DATED AT _____, THIS ____ DAY
OF _____, A.D., 20 ____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

OWNER'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT ANTHONY PLACE ST. CHARLES, L.P., AN LIMITED PARTNERSHIP, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED PARTNERSHIP DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, THIS ____ DAY OF
A.D., 20 ____

BY: _____

SIGNATURE

PRINT TITLE

ADDRESS _____

NOTARY'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (PRINT NAME),

(TITLE), OF SAID LIMITED PARTNERSHIP, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED PARTNERSHIP, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF
_____, A.D., 20 ____

NOTARY PUBLIC SIGNATURE _____

(PRINT NAME) _____

MORTGAGEE'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

_____ AS MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____, HEREBY
CONSENTS TO RECORDING OF THE PLAT HEREIN SHOWN.

DATED AT _____, THIS ____ DAY
OF _____, A.D., 20 ____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

STORMWATER DETENTION ACCESS EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION ACCESS EASEMENT" ON THE PLAT OF EASEMENT HEREON DRAWN FOR THE PURPOSE OF INSPECTING, OPERATING, REPLACING, RENEWING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION; THE RIGHT OF ACCESS ACROSS THE REAL ESTATE AS SHOWN HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK; NO BUILDING SHALL BE PLACED ON SAID EASEMENT PROMISES WITHOUT AN ALTERNATIVE STORMWATER DETENTION ACCESS EASEMENT BEING GRANTED TO AND APPROVED BY THE CITY OF ST. CHARLES. GRANTOR RESERVES THE RIGHT TO RELOCATE SAID EASEMENT IN THE FUTURE AS NEEDED BASED UPON FUTURE IMPROVEMENTS. THE RESPONSIBILITY OF MAINTAINING THE STORMWATER DETENTION ACCESS EASEMENT AREA SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS

CITY COUNCIL CERTIFICATE

APPROVED AND ACCEPTED THIS ____ DAY OF _____, A.D. 20 ____

CITY COUNCIL OF QTY OF ST. CHARLES, ILLINOIS

MAYOR _____

ATTEST: _____
CITY CLERK

SURVEYOR'S STATEMENT

STATE OF ILLINOIS }
COUNTY OF KANE }

THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS AND PLATS.

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2025

BY: _____ DATE: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3509
LICENSE EXPIRES 11/30/24



DATE	BY	REVISIONS
DATE	BY	REVISIONS
NO.		

PROJECT	PLAT OF EASEMENT MORTGAGE, ILLINOIS
CLIENT	SHOEDEN GROUP, LLC 77 N STATE STREET CHICAGO, IL 60610

COMPASS SURVEYING LTD. ALTA SURVEYS & TOPOGRAPHY & CONSTRUCTION STAGING 201 GONDER WOOD PARKWAY, STE. 100 URBANA, IL 62901 PHONE: (309) 254-8100 FAX: (309) 254-8101 EMAIL: INFO@COMPASS-SURVEYING.COM
--

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4f
	Title:	Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 13 S 2nd St.	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee Date: October 14, 2024			
Proposed Cost: \$6,370		Budgeted Amount: \$40,000 for FY (15,646.25 Remaining)	Not Budgeted: ☐
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain): <u>Program Description</u> The Façade Improvement Grant program provides assistance to property owners and commercial tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements and up to 25% for maintenance work. Up to \$10,000 is available for a 30 ft. length of building façade. There is a limit of \$20,000 of grant funds per property in any 5 year period. <u>Proposal</u> Abigail Komes, on behalf of Makoma House LLC, has requested a Façade Improvement grant for the property located at 13 S 2nd St. The project scope includes replacing six windows with Pinnacle Clad double hung windows. <u>Historic Commission review – 9/18/24</u> The Historic Commission reviewed the project and unanimously voted to recommend approval at 50% reimbursement, because the windows are an appropriate replacement for the structure and allows the space to be occupiable. <u>Grant Amount</u> Total Cost of Project: \$12,739.19 The project is eligible to receive up to \$6,370 based on 50% reimbursement.			
Attachments (please list): Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Current Photos, Grant Agreement			
Recommendation/Suggested Action (briefly explain): Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 13 S 2 nd St.			

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 11-2024

**A Resolution Recommending Approval of
A Façade Improvement Grant Application
(13 S 2nd St.)**

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

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 13 S 2nd St. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

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

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application for reimbursement because the project provides appropriate windows and allows the historic space to be functional.

Roll Call Vote:

Ayes: Smunt, Kessler, Pretz, Morin, Malay

Nays: None.

Abstain: None.

Absent: Rice

Motion Carried.

PASSED, this 18th day of September, 2024.

Chairman

FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



1. Program Purpose

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

2. Application, Review and Approval Process:

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

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

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

3. **Commercial Façade Grant**

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

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

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

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

FAÇADE IMPROVEMENT GRANT APPLICATION

COMMUNITY & ECONOMIC DEVELOPMENT DEPT. / PLANNING DIVISION

CITY OF ST. CHARLES



Grant Type (select one):

☒ Commercial

☐ Residential

Received Date

Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

13 2nd Street

Property Identification Number:

Applicant Name:

ABIGAIL KOMFS / Makoma House LLC

Project Description:

Replacement of all windows on second
story. Six windows in total.

Total Cost Estimate:

\$ 12,739.19

Submittal Checklist:

☒ \$50 Application Fee

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

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

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

Applicant Contact Information:

Phone Number: 630 333 7823

Email Address: abigail.komes4@gmail.com

Statement of Understanding:

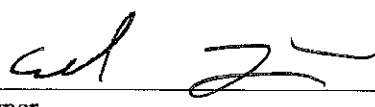
- ☒ I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- ☒ I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien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

Signature:  Date: 8.27.2024
Applicant

Owner Authorization (if applicable):

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

I certify that I am the owner of the property at 13 2nd Street, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Facade Improvement Program and undertake the approved improvements.

Signature:  Date: 8-27-24
Owner

ESTIMATE

T. WOOD SERVICES, INC

ESTIMATE #: 1924
DATE: 8/27/2024

CUSTOMER:

Abby Komes
Makoma House, LLC
211 W Main St
St Charles, IL 60174

COMMENTS OR SPECIAL INSTRUCTIONS:

Estimate good for 30 days

DESCRIPTION OF WORK	TOTAL
Full replacement of 6 windows on second story @ 13 2 nd street. Includes labor and materials for installation and trim. 99.99	\$2,00.00
Windsor pinnacle clad double hung	\$10,739.19
ESTIMATE TOTAL	\$12.739.19



WINDSOR
WINDOWS & DOORS

RP LUMBER-CORTLAND

1926 SYCAMORE RD

DEKALB

IL 60115

Phone: 815-756-4824

Fax: 815-758-8604

Customer Quote

Short Form

QUOTE EXPIRES

8/22/2024

QUOTE DATE

Quote Not Ordered

BID BY

PRICE BOOK

Price Book 2023

CREATED

8/22/2024

kwood@rplumber.
com

PK # 314

Customer Information:

Phone:

Fax:

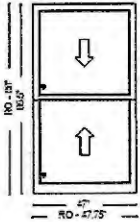
Delivery Information:

Phone:

Fax:

QUOTE #	STATUS	CUSTOMER PO#	DATE PRINTED
2819317	None		8/22/2024 8:37 AM
CUSTOMER JOB NAME	TERMS	QUOTE NAME	PROJECT NAME
		MAGGIE KOMES	FLAT/BLACK

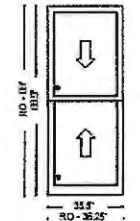
Line #	Room ID	Overall RO	Overall Frame	Price	Qty	Extended
100	FRONT 12&3	47 3/4" X 86"	47" X 85.5"	\$1,820.03	3	\$5,460.09



Pinnacle Clad Black Double Hung XXXX-1 Complete Unit LoE2 IG 4-9/16 Jamb Ext (Room ID: FRONT 12&3)(2604 Powder)(Setup (Standard))(FBC: 11092)(Concealed Jambliner)(Glass Stop Profile: Ogee)(FD: 47 x 85.5)(Pine Species)(Black Spacer)(No Finger Pulls)(Bronze Hardware)(No Brickmould)(No Nail Fin)(Full Screen)(Black Screen - Not Applied)(BetterVue)(Energy Star: No Zones Met)(LC-PG35-H) Performance Data:(U-Value: 0.31)(SHGC: 0.3)(VT: 0.51)(CR: 59)

* Units viewed from exterior.

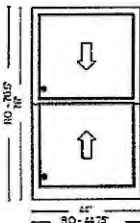
Line #	Room ID	Overall RO	Overall Frame	Price	Qty	Extended
200	SOUTH 1&2	36 1/4" X 89"	35.5" X 88.5"	\$1,492.34	2	\$2,984.68



Pinnacle Clad Black Double Hung XXXX-1 Complete Unit LoE2 IG 4-9/16 Jamb Ext (Room ID: SOUTH 1&2)(2604 Powder)(Setup (Standard))(FBC: 11092)(Concealed Jambliner)(Glass Stop Profile: Ogee)(FD: 35.5 x 88.5)(Pine Species)(Black Spacer)(No Finger Pulls)(Bronze Hardware)(No Brickmould)(No Nail Fin)(Full Screen)(Black Screen - Not Applied)(BetterVue)(Energy Star: No Zones Met)(LC-PG35-H) Performance Data: (U-Value: 0.31)(SHGC: 0.3)(VT: 0.51)(CR: 59)

* Units viewed from exterior.

Line #	Room ID	Overall RO	Overall Frame	Price	Qty	Extended
300	WEST 1	44 3/4" X 76 1/2"	44" X 76"	\$1,498.92	1	\$1,498.92



Pinnacle Clad Black Double Hung XXXX-1 Complete Unit LoE2 IG 4-9/16 Jamb Ext (Room ID: WEST 1)(2604 Powder)(Setup (Standard))(FBC: 11092)(Concealed Jambliner)(Glass Stop Profile: Ogee)(FD: 44 x 76)(Pine Species)(Black Spacer)(No Finger Pulls)(Bronze Hardware)(No Brickmould)(No Nail Fin)(Full Screen)(Black Screen - Not Applied)(BetterVue)(Energy Star: No Zones Met)(LC-PG35-H) Performance Data:(U-Value: 0.31)(SHGC: 0.3)(VT: 0.51)(CR: 59)

* Units viewed from exterior.

Quote Comments:

Disclaimer:

SUB-TOTAL:	\$9,943.69
LABOR:	\$0.00
FREIGHT:	\$0.00
SALES TAX:	\$795.50
TOTAL:	\$10,739.19

Messages:

* Units meeting Egress size conform to 2018 IRC Section R310.2 Egress requirements; Local codes may differ.
Customer is responsible to confirm units meet all applicable requirements..

Submitted By: _____ Date: _____

Accepted By: _____ Date: _____

We appreciate the opportunity to provide you with this quote!

13 S 2nd Street

13 S 2nd Street

Details:

Total replacement of all existing windows located on the 2nd floor.

6 windows in total, 3 are located on the front/east facing side of the building, 2 are located on the side/south facing side of the building, and 1 is located on the rear/west facing side of the building.

Existing windows are in very poor condition, most are non-functioning, and broken. The existing wood windows were installed in approximately 1970. The front windows and 1 side window include aluminum storm windows which were installed in approximately 1980.

Windows must be replaced in order to occupy the 2nd story space.

Full window replacement w/ Brick-to-brick installation, complete unit – Pinnacle Clad Black Double Hung. Windsor Pinnacle Clad units come with heavy-duty .050 extruded aluminum cladding. Whereas needed, windows will be trimmed with lumber wrapped in black aluminum.

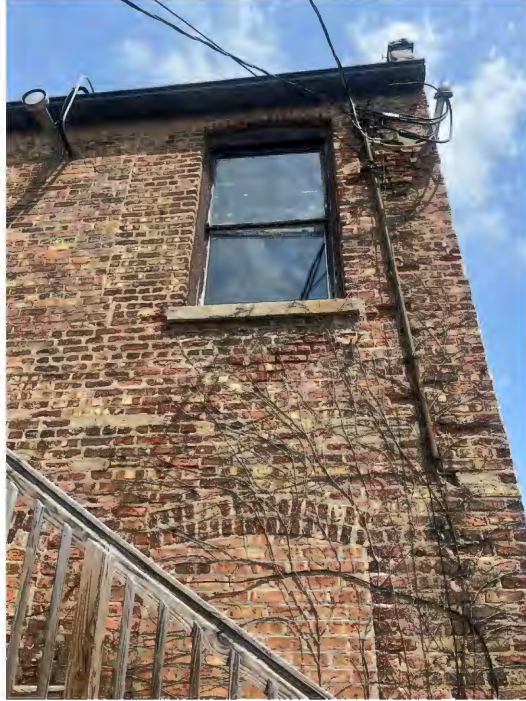


Front/East Facing

13 S 2nd Street



Side & Rear/South & West Facing



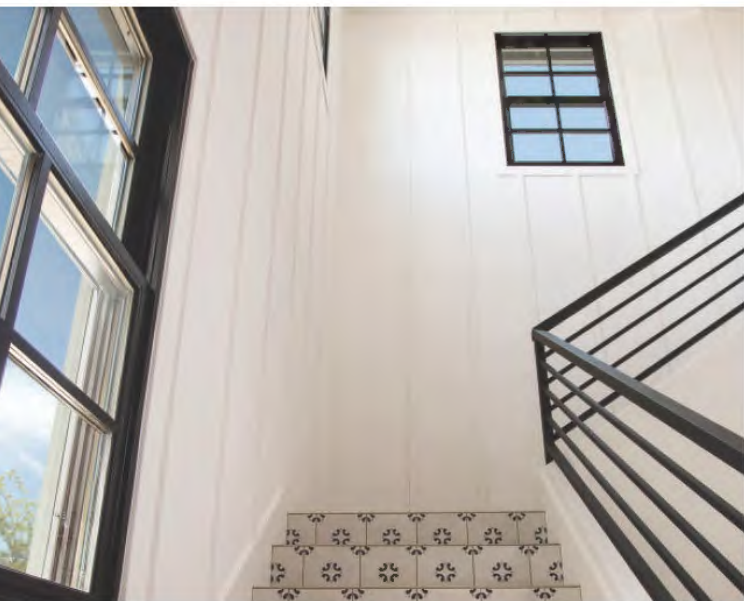
Rear/ West Facing



Side /South Facing



Side /South Facing



Pinnacle

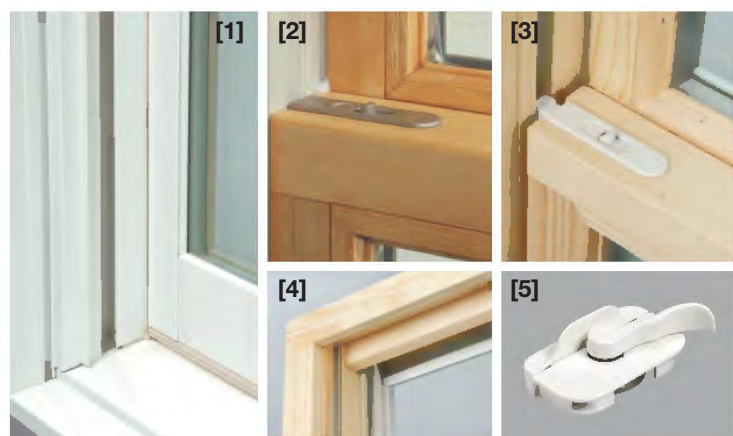
Double Hung & Glide-by

We've made your world easier. Windsor's double hung and glide-by windows are not only an attractive addition to a home, they are extremely easy to maintain. The sash on the double hung easily tilts in and removes for easy cleaning. Our unique locking shoe balance system also allows you to effortlessly replace or remove individual sashes. Clad units come with heavy-duty .050 extruded aluminum cladding, and primed units feature parts made

of revolutionary composite cellular PVC exterior that resists the elements.

Our double hung windows with concealed jambliner feature a full-sized, inverted block and tackle balance, which provides support for a heavier sash. Jamb jacks offer flexibility for adjustment after setting. Installation and alignment is made easier through trim identification lines on the side and head inside stops.

With the concealed jambliner option, you get an enhanced appearance with more wood pieces in the interior jamb covers and head parting stop, offering color-matched aluminum on exterior portions and providing color options for the sill bottom rail weatherstrip to coordinate with cladding colors.



Sash tilts in easily with the help of recessed tilt latches that are color matched to the hardware you choose.

[1] The sill bottom rail weatherstrip is now available in two colors: bronze and beige. Exterior jamb covers are available in finishes that match the aluminum.

[2] Double hung without concealed jambliner.

[3] Double hung with concealed jambliner.

[4] A trim identification line on the side and head inside stops provides easy alignment during installation. A wood head parting stop replaces a vinyl parting stop.

[5] Recessed lock and keeper for a sleek appearance.

Pinnacle Double Hung & Glide-by

Features and Benefits

- The warmth and beauty of Clear Select Pine, Douglas Fir or Natural Alder; can be painted or stained
- Clad units offer a strong, durable extruded aluminum sash and frame for low maintenance; primed units offer the traditional appearance of decorative cellular PVC trim
- Glass is replaceable in case of damage
- Both tape and silicone glazed, with interior wood stops for superior strength and seal
- EZ Tilt operation available for easy removal and replacement of sash (double hung only)



- Both sashes tilt in with compression or concealed jambliner for easy cleaning
- Recessed lock and keeper for a sleek appearance



- Block and tackle balance system for ease of operation
- Prime double hung units come standard with cellular PVC trim, blind stop and sill
- No-finger pull option for hardware application

Sizes

Available in hundreds of standard and custom sizes

Glazing

- Windsor Glazing System provides 3/4" double pane insulated glass; Cardinal® LoE 366 glass standard; tinted, tempered, obscure and laminated glass available
- Glazed with tape and silicone sealant
- Custom and special glass types available
- Preserve protective film optional

Exterior Trim

- Clad windows available with WM 180 brickmould, Williamsburg, or 3-1/2" flat casing; 3/8", 1-1/4", 2-1/4" subsills
- Primed windows available with WM 180 brickmould, WM 180 brickmould with flange, Williamsburg, 3-1/2" flat, 4-1/2" backband, 5-1/2" flat or plantation casing; double hung sill nose, 2" bull nose sill nose or belly sill nose
- All prime window trims, sill nose and outside stops are cellular PVC

Grilles

Windsor Divided Lite (WDL) = simulated divided lite

- 7/8" and 1-1/4" Perimeter Grille (*NOT available on radius double hung*)
- 7/8" and 1-1/4" Stick Grille
- 3/4" and 1" Profiled Inner Grille
- 13/16" Flat Inner Grille
- 7/8" and 1-1/4" Ogee WDL
- 5/8", 7/8", 1-1/4" and 2" Short Putty WDL
- 5/8", 7/8", 1-1/4" and 2" Short Contemporary WDL
- 2" Simulated Check Rail (*DH picture only*)
- Standard and custom grille patterns available

Finishes

- Interior – Available in Clear Select Pine, Douglas Fir or Natural Alder
 - Primed: white or black
 - Painted: white, black or gray
 - Stained: 9 color options
- Exterior – Clad windows feature heavy-duty extruded aluminum cladding on sash and frame; primed windows (*double hung only*) offer an assortment of traditional cellular PVC trim options

Clad Colors

All clad colors painted in-house with the highly durable AAMA 2604 standard finish, or upgrade to AAMA 2605 for the most challenging of environments

- 24 Standard Clad Colors available in 2604 and 2605 finish
- 20 Feature Clad Colors available in 2604 and 2605 finish (Custom color matching is also available)
- 7 Matte Clad Colors available in the 2604 finish only

Hardware

Double hung lock available in champagne, white, bronze and black; optional finishes in faux bronze, oil rubbed bronze, satin nickel and bright brass

Performance Ratings

For current performance ratings, visit our website at windsorwindows.com and click on "Professional Information" in the menu bar



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

Program Year: May 1, 2024 to April 30, 2025

THIS AGREEMENT, entered into this 7th day of September, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Makoma House LLC

Tax ID# or Social Security #

For the following property:

Address of Property: 13 S 2nd St.

PIN Number: 09-27-364-013

WITNESSETH:

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

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

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

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

SECTION 1:

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

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

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

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

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

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

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

work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

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

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

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

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

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

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

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST:_____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	\$
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$ 12,739.19	50%	\$ 6,370
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$12,739.19	-	\$ 6,370

Residential Façade Grants:

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

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Estimate from T. Wood Services Inc., Dated August 27, 2024



CITY OF
ST. CHARLES
ILLINOIS • 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *4g

Title:

Historic Preservation Commission recommendation to approve Historic Landmark Designation for 214 Chestnut Ave., “Thomas Clark Barn”

Presenter:

Russell Colby, Community Development Director

Meeting: Planning & Development Committee

Date: October 14, 2024

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐

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

Tom Pretz requested a name change for his landmarked property after additional research regarding the home has been discovered. Originally locally landmarked as the “Evin, Ferson, Satterlee” home in 2010, additional research has been conducted to uncover additional information about the home. With this new information, Mr. Pretz would like to change the name to reflect the builder of the barn.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 9/18/2024. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution.

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 214 Chestnut Ave., “Thomas Clark Barn”.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 12-2024

A Resolution Recommending Approval for Landmark Designation (214 Chestnut 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 214 Chestnut Ave. and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

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

The home was part of the Minard, Ferson and Hunt additions to the City. (additions on the east side of the Fox River.

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

The house is related to the Ferson family

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

Local stone limestone was used for the foundation.

5. **That the property is suitable for preservation or restoration.**
6. **That the property is included on the Illinois and or National Register of Historic Places.**

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property know as 214 Chestnut Avenue, as legally described in Exhibit “A”, be designated as a Landmark, and that it be referred to as the “Thomas Clark Barn” circa 1851.

Roll Call Vote:

Ayes: Malay, Kessler, Moran, Smunt

Nays: None

Absent: Rice

Abstain: Pretz

Motion Carried.

PASSED, this 18th day of September, 2024

Chairman

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

JUL 30 2024

City of St. Charles
Community Development

1. Property Information:	Parcel Number(s): 09 27 336 008	
	Property Name (Historic or common name of the property): CURRENT: EVISON - FERGUSON - SATTERLEE DATE 1883 FUTURE: THOMAS CHARK - I.C. FERGUSON & Co. DATE 1851	
	Property Site Address 214 CHESTNUT AVE ST CHARLES 60174	
2. Record Owner:	Name THOMAS PRETZ	Phone 630 877 7501
	Address SAME	Email PRETZ@AMERITECH.NET
3. Applicant (if different from record owner):	Name	Phone
	Address	Email
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). INCLUDED - up DATED		

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 CIRCA 1900
☐ unaltered

d) Function or Use:

Historic/Current

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

Historic/Current

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

Historic/Current

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

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

National Folk Style
circa 1850-1930

PAGES 89 + 9

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
Chateausque
Beaux Arts
French Eclectic
Italian Renaissance
Mission
Spanish Revival
Monterey
Pueblo Revival

Modern Styles: circa 1900- present

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

Styld Houses since 1935:

Mansard
Styld Ranch
Millenium Mansion
New Traditional
American Vernacular

Other Architecture:

II. Building Materials:

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

Inventory of Original Architectural Elements

Item:	Original (yes only)	Material	Location if Required
Chimney	CIRCA 1900	BRICK	EAST
Door(s)		WOOD/ALUMINUM	
Exterior Walls	CIRCA 1900 1851	CLAP BOARD BARN WOOD	ALL INTERIOR
Foundation	CIRCA 1900	STONE LIMESTONE	ALL
Roof		SHINGLE RUBBER	
Trim	CIRCA 1900	WOOD	ALL
Window (s)		WOOD/ALUMINUM	

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: THOMAS CLARK

b) Architect/ Builder: _____

c) Significant Person(s): GEORGE FERSON -

d) Significant Dates (i.e., construction dates): 1851 BARN CONSTRUCTION,
1886 FIRST MOVE, 1900 SECOND MOVE

e) Criteria for Designation:

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

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

Notes:

PART OF THE MINARD, FERSON, AND HUNT ADDITIONS
TO THE CITY BUILD OUT EAST OF FOX RIVER

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

Notes:

FIRST MOVE 1886 USED AS PART OF STOCKYARDS
ACROSS THE STREET FROM BROOKS AND WATERMAN WAREHOUSE

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

Notes:

FERSON FAMILY

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

Notes:

STONE USED FOR FOUNDATION
LIMESTONE

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

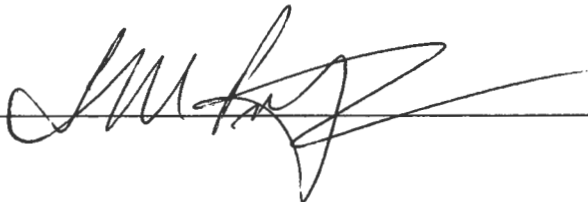
Notes:

6. ___ Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.
Notes:
7. ___ Structure embodies design elements that make it structurally or architecturally innovative.
Notes:
8. ___ Property has a unique location or physical characteristics that make it a familiar visual feature.
Notes:
9. ___ Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.
Notes:
10. ☒ Property is suitable for preservation or restoration.
Notes:
11. ☒ Property is included on the ☒ Illinois and/or ___ National Register of Historic Places.
Notes:
12. ___ Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.
Notes:

IV. Attachments

1. Descriptive Statement: Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property. *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. *INCLUDED*
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. *INCLUDED*
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.

Applicant  Date *7/15/24*

If Owner authorizes application to be filed for their property:

Owner _____ Date _____

214 Chestnut Avenue – Description Updated

1883 Evison, Ferson and Satterlee

In 2008 this home was landmarked circa 1883 as the Evison- Ferson-Satterlee. This was based upon evidence originally discovered during a restoration from an exposed barn wall that contained various carvings of names and dates. Today, with the new supporting information, 1851 is the proper date and could be named either the Thomas Clark Barn (first structure owner) or I. C. Ferson Feed & Co. (building located on Ferson property for 138 years and counting as well as George Ferson's business).

This structure, built in 1851 for Thomas Clark, a substantial farmland owner with multiple parcels east of the Fox River and north between St. Charles and South Elgin, was a barn for farm use. It was originally located at Minard, Ferson and Hunt Addition, Block 5, Lot 1, (between today's 8th and 9th avenues north of route 64). In 1886 owner Minerva Evison sold the

property to both the Minnesota and Northwestern Railroad as a right-of-way for their construction of a rail line and Charles Haines who gave permission to move an existing home (moved to today's Indiana Avenue exact location not known) that had been built for a prior owner John Peterson and separately the barn which was moved by George Ferson to Minard, Ferson and Hunt Addition, Block 10, Lot 1 (between today's 7th and 8th avenues south of route 64). This new location had easy access to the stockyards and was across the street from the previously documented 1842 Brooks and Waterman warehouse on 9th avenue. It is at this location George Ferson owned and operated his I. C. Ferson & Co. feed and grain business. In circa 1900 the final move to STCHAS, Block 33, Lot 7 (today's 214 Chestnut Avenue) took place onto property owned by the George Ferson family.

Between 1900 – 1903 Emma Satterlee (daughter of George Ferson) converted the barn into a rental building. She covered the original barn (board and batten) with clapboard in the National Style ("A Field

Guide to American Houses” by Virginia & Lee McAlester pages 89+++) architectural style. During repair of an existing south elevation window, it was discovered the aluminum siding had been covering the original clapboard. This clapboard had been preserved due to both a prior stucco cover probably from the 1920-30’s period and the newer 1970’s aluminum covering. The clapboard was exposed and has since been restored and after a few repairs is still original today. The fish scales, trim, chimney (fireplace), and stone/limestone cellar walls are all original. The windows unfortunately are not original, but the size and cavity locations are correct. In circa 1913 the west wing had been added. In circa 1920 the north wing had been added. In 1940/50 the garage was added. There are areas which are still covered with stucco, aluminum, or 1970’s shiplap, however underneath are the original materials still being preserved. A final note is that in several areas the wall insulation consists of animal hair and other grain elements.

Criteria for Designation:

1. Property has character, **interest**, or value which is part of the **development, heritage**, or cultural character of the **community**, country, or nation.
2. Property is identified with a person who significantly contributed to the development of the **community**, county, state, or nation.
3. Structure embodies distinguishing characteristics of an architectural style valuable for the study of a **period, type, method of construction**, or **use of indigenous materials**.
10. Property is suitable for preservation or restoration.
11. Property is included on the **Illinois** and/or National Register of Historic Places.

**Update
Legal
Description**

2021K048632

QUIT CLAIM DEED

MAIL TO:

Delrose Ann Koch
Clingen Callow & McLean, LLC
2300 Cabot Drive, Suite 500
Lisle, Illinois 60532

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 6/24/2021 4:13 PM
REC FEE: 53.00 RHSPS: 9.00
PAGES: 3

UPDATED

NAME & ADDRESS OF TAXPAYER:

Thomas M. Pretz, Trustee
Patricia J. Pretz, Trustee
214 West Chestnut Avenue
St. Charles, Illinois 60174

THE GRANTORS, THOMAS M. PRETZ and PATRICIA J. PRETZ, husband and wife, of the City of St. Charles, County of Kane, State of Illinois, for and in consideration of Ten and 00/100 Dollars (\$10.00), CONVEY AND QUIT CLAIM an undivided one-half interest to THOMAS M. PRETZ, and his successors in trust, as Trustee of the Thomas M. Pretz Trust dated November 14, 2014, and an undivided one-half interest to PATRICIA J. PRETZ, and her successors in trust, as Trustee of the Patricia J. Pretz Trust dated November 14, 2014, the beneficial interest of said trusts being held by THOMAS M. PRETZ and PATRICIA J. PRETZ, husband and wife, as tenants by the entirety, 214 West Chestnut Avenue, St. Charles, Illinois 60174, all of their interest in the following described real estate situated in the County of Kane, in the State of Illinois, to wit:

LOT 7 IN BLOCK 33 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Permanent Index Number: 09-27-336-008

Property Address: 214 West Chestnut Avenue, St. Charles, Illinois 60174

Dated this 6 day of June, 2021.

THOMAS M. PRETZ

PATRICIA J. PRETZ

ACCEPTANCE: The foregoing transfer of title/conveyance is hereby accepted by THOMAS M. PRETZ, as Trustee of the THOMAS M. PRETZ TRUST DATED NOVEMBER 14, 2014, 214 West Chestnut Avenue, St. Charles, Illinois 60174, and PATRICIA J. PRETZ, as Trustee of the PATRICIA J. PRETZ TRUST DATED NOVEMBER 14, 2014, 214 West Chestnut Avenue, St. Charles, Illinois 60174.

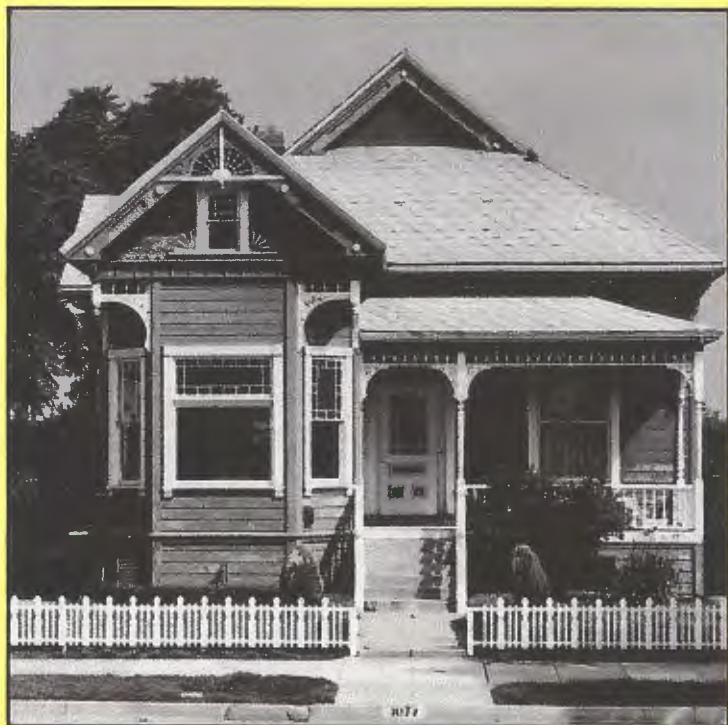
THOMAS M. PRETZ, Trustee of the
Thomas M. Pretz Trust Dated November 14, 2014

PATRICIA J. PRETZ, Trustee of the
Patricia J. Pretz Trust Dated November 14, 2014

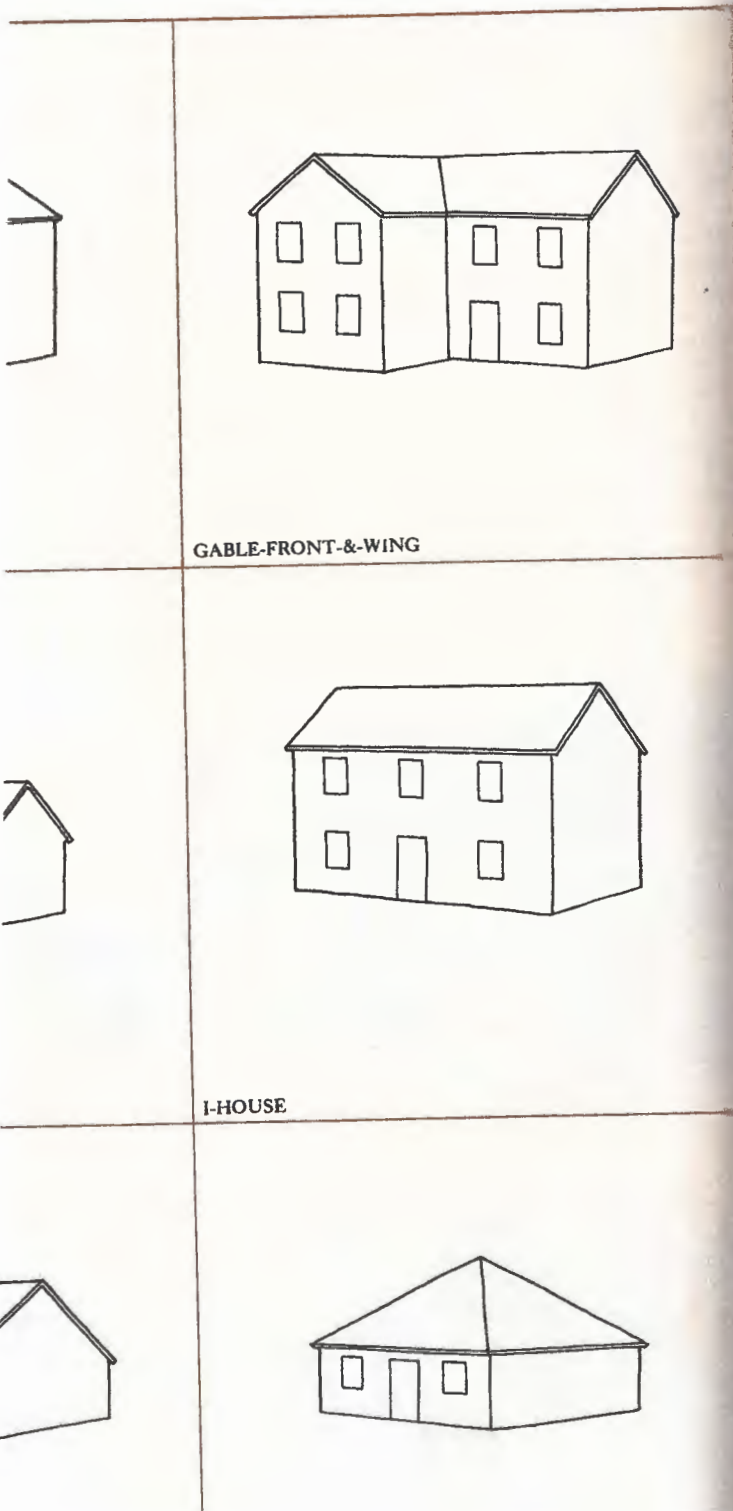
Architectural Style

A FIELD GUIDE TO AMERICAN HOUSES

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



VIRGINIA & LEE MCALESTER



GABLE-FRONT-&-WING

I-HOUSE

PaleE
89

FOLK HOUSES

National

after ca. 1850-1890

The nature of American folk housing changed dramatically as railroads mushroomed across the continent in the decades from 1850 to 1890. Modest dwellings built far from water transport were no longer restricted to local materials. Instead, bulky items used for construction, particularly lumber from distant sawmills in heavily forested areas, could now be moved rapidly and cheaply over long distances. As a result, large lumberyards quickly became standard fixtures in the thousands of new towns which sprouted as trade centers along the railroad routes. Soon folk houses built with logs, sod, or heavy hewn frames were being abandoned for wooden dwellings constructed with light balloon or braced framing covered by wood sheathing. The railroads thus changed the traditional building materials and construction techniques of folk dwellings over much of the nation. By the turn of the century, pre-railroad building traditions survived only in isolated areas, far from the nearest rail service.

The railroad-inspired era of national folk housing did not completely erase the earlier traditions, however, for many of the previous folk shapes persisted even though now built by different techniques. These, along with some new shape innovations, make up six distinctive families of house shapes that dominated American folk building through the first half of the 20th century. Only recently have these generally been abandoned for still other forms of folk dwellings (see pages 496-99).

After the expansion of the railroads, gable-front houses remained common in the northeastern region formerly dominated by the New England folk tradition, as did similar massed plans with an added extension known as gable-front-and-wing houses. In much of the remaining eastern half of the country, hall-and-parlor and I-house shapes, both descended from the Tidewater South tradition by way of the Midland log adaptations, remained the dominant folk dwellings. All of these later folk forms, however, tend to show much less geographic restriction than did their pre-railroad predecessors, for as



ication improved, each shape became distributed beyond its
ce. Light framing techniques also led to new folk forms which
h the early decades of this century. These were generally
ere now relatively simple to construct because light wooden
e adapted to span two-room depths. Such houses, when of rec-
ad side-gabled roofs and are called massed-plan, side-gabled
square plans typically had pyramidal (equilateral hipped)

ent, which dominated American styled houses during the pe-
mmonly used the front-gabled shape to echo the pedimented
mples. This form was particularly common in New England
region where simple gable-front folk houses also became pop-
d era. This shape persisted with the expansion of the eastern
50s and became a dominant folk form until well into the 20th
as were particularly suited for narrow urban lots in the rapidly
rtheast. There, many late 19th- and early 20th-century neigh-
y both styled and simple folk examples built in this form. Most
uses with relatively steep roof pitches. A related one-story
ommon in expanding southern cities in the late 19th century.
s, narrow gable-front dwellings one room wide that dominated
ighborhoods built from about 1880 to 1930. Some are elabo-
e simple folk houses. The origin of these southern shotgun
ated. Some scholars note that similar forms are common in the
em from Africa to early Haitian influences in New Orleans,
ular with Black freedmen migrating to southern urban centers
A less complex theory is that they are simply the familiar one-
or plan of the rural South turned sideways to accommodate

of interest in the gable-front shape grew from styled houses of
raftsman movement, which were typically built in this form.
s without stylistic detailing were inspired by such Craftsman
om 1910 to 1930. These are usually one-story, double-width
oofs; they are most common in rural areas and occur throughout

GABLE-FRONT FAMILY

1. Cuba, New York; late 19th century. Typical urban two-story example. The spindlework porch detailing and patterned shingles in the gable are borrowed from the contemporary Queen Anne style.
2. Buffalo, New York; ca. 1907. An urban one-and-one-half-story example with modest Queen Anne detailing. The door and windows are later additions.
3. Cleveland, Ohio; late 19th century. Urban example executed in masonry.
4. Carteret County, North Carolina; 1864. Thomas House. Early example showing Greek Revival influence in the pedimented gable and double porch, which was common in the coastal Carolinas. Metal doors and storm windows are later additions.
5. Biloxi, Mississippi; ca. 1905. Typical shotgun house of the urban south. This example has integral porch and modest Queen Anne detailing.
6. Louisville, Kentucky; ca. 1910. Shotgun with Greek Revival-like entry porch.
7. Gibson County, Indiana; ca. 1935. Late example inspired by the Cape Cod shape of the Colonial Revival movement.
8. Thomaston, Louisiana; ca. 1938. Typical example inspired by similarly shaped Craftsman houses.



Updated Ownership

Update 7/10/2024

214 Chestnut Avenue

STCHAS/33/7

09-27-336-008

All supporting documents are located at the Kane County Recorder Office

Where did the barn structure originate?

MF&H Add/Block 5/Lot 1

1851	Warranty Deed	Ira/Sarah Minard to Thomas Clark
1851		Barn constructed between July – December
1852	Trust Deed	Thomas Clark to Harvey Hurd (note: dwelling/important items)
1855	Warranty Deed	Thomas Clark to Edward Lovin
1856	Warranty Deed	Edward Lovin to John Peterson
1860	MAP	US/Kane County/St Charles Map structure exists
1879	Warranty Deed	John/Eliza Peterson to Thomas Evison
1886	Warranty Deed	Thomas/Minerva Evison to Charles Haines
1886	Warranty Deed	Minerva Evison to Minnesota and Northwestern Railroad Co.
1886	Move	George Ferson moves structure to MF&H Add/Block 10/Lot 1

Where did the barn go on the first move?

MF&H Add/Block 10/Lot 1

1870 Partition Circuit Court removes Ira Minard, Bela Hunt, Lorinda Ferson, and Jas/Kate Ferson transferring land ownership to Henry Ferson, Robert/Hattie (Ferson) Sill, and Ellen Ferson. Circuit Court document #9895.

Note: the above Circuit Court action finalizes in 1900.

1870 Lease Henry Swaley leases the land from Henry Ferson, Robert/Hattie (Ferson) Sill and Ellen Ferson

Note: this land lease ends with the final Circuit Court action #9895 in 1900.

1886 Move Barn is moved upon Minnesota and Northwestern Railroad Co purchase of MF&H Add/Block 5/Lot 1 to MF&H Add/Block 10/Lot 1 by George Ferson

1886 I. C. Ferson & Co. business, feed and grain, owned by George Ferson is now located in this barn

1900 Move Emma Satterlee (daughter) moves existing structure to STCHAS/ Block 33/Lot 7 to use as an apartment rental

1912 Warranty Deed Hattie (Ferson) Sill, Ellen (Ferson)/Jas Richmond, Jas Ferson, Kate Ferson to Charles McCornack. The end of Ferson family ownership of this site

Where did the barn go on the second move?

STCHAS/Block 33/Lot 7

1865 Warranty Deed	Lorenzo Ward to George Ferson
1876 Warranty Deed	George/Almira Ferson to Julius Butler (brother-in-law)
1899 Quit Claim Deed	Julius/Julia Butler to Emma Satterlee (daughter of George Ferson)
1900 Move	Emma Satterlee moves barn to STCHAS/Block 33/Lot 7 and converts barn to a rental house
1910 Warranty Deed	George Satterlee and Myrtle Satterlee to Eleanor Corrigan

WARRANTY
(SEE)

1910
GEORGE
SATTERLEE
MYRTLE
SATTERLEE
TO
ELEANOR CORRIGAN

~~This Indenture Witnesseth,~~ the Grantor -- George F. Satterlee and Myrtle B. Satterlee, his wife,

of the City of St. Charles ~~Kane~~ County of Kane and State of Illinois
for ~~and in~~ consideration of the sum of Fourteen Hundred DOLLARS,
in hand paid, CONVEY and WARRANT to

Eleanor W. Corrigan

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

Lot number seven (7) of Block No. thirty three (33) of the Original Town, now City of St. Charles, situated in the City of St. Charles.

~~under and by virtue of the Homestead Exemption Laws of this State~~ 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~~ the State of Illinois.
Grantor agrees to pay taxes assessed for the year 1909.

Dated this 28th day of Jan 28th 1910.

~~Witness, signed and delivered by the presence of~~ George F. Satterlee (L.S.) Myrtle B. Satterlee



STATE OF ILLINOIS, } ss.
Kane County

I, C. Van Housen a Notary Public

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

C. Van Housen
Notary Public
Elgin, Kane Co. Ill.

George F. Satterlee and Myrtle B. Satterlee, are,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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 Notarial Seal, this 28th day of January A. D. 1910.
C. Van Housen,
Notary Public.

The Indenture Witnesseth, That the Grantor is

Julius N. Butler and Julia A. Butler his wife

of the City of Chicago in the County of Cook and State of Illinois
for and in consideration of the sum of One thousand

DOLLARS, in hand paid, CONVEY and QUIT-CLAIM to

Emma S. Satterlee

of the City of St. Charles County of St. Charles and State of Illinois all interest in
the following described real estate, to-wit:

lots five (5) six (6) seven (7) and eight (8) in block thirty three (33) of the Original town now City of St. Charles on the east side of Fox river.

situated in the County of St. Charles 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 11th day of February D. 1899.

Revenue \$1.00

Julius N. Butler
Julia A. Butler

STATE OF ILLINOIS
HOME COUNTY, Cook

Frank Y. Morris
A Notary Public

and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that
Julius N. Butler and Julia A. Butler
his wife

Notarial Seal

personally known to me to be the same persons whose name is are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 Notarial seal, this seventeenth day of February D. 1899.

Frank Y. Morris
Notary Public

No. 27127 Filed for recording this 27th day of May A. D. 1899, at St. Charles

Frank G. George

RECORDED

Quit
claim
DEED
1899
Julius
Julia
Butler
TO
EMMA
SATTERLEE

Unofficial

WARRANTY
DEED
1876
GEORGE
ARMER
To
FELSON
Tulius
Butler

Official

Know all Men, that I, the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

Witness my hand and seal of office, this 1st day of March, 1876, at the City of Springfield, State of Illinois.

Notary Public for the County of Madison, State of Illinois.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Dollars, to him paid by the said party of the second part, the receipt whereof is hereby acknowledged, he, the said GRANT, BALDWIN AND SELL, unto the said party of the second part, him, heirs and assigns, all the following described lots, to wit:

Lot 1, of Block 1, situated in City of Springfield, in the County of Kane and State of Illinois, to-wit:

Block 1, of the 1st Street & 1st Street 152.6, 7.92 in Block 1, situated in the original town of Springfield, Adams County, State of Illinois, on the East side of 1st Street.

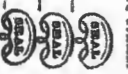
TOGETHER with all and singular the hereditaments and appurtenances therunto in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the equity, right, title, interest, claim and demand whatsoever, of the said party of the first part, who in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises above described and described, with the appurtenances, unto the said party of the second part, him, heirs and assigns FOREVER.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

IN TESTIMONY WHEREOF, I, the said Butler, have hereunto set my hand and seal of office, this 1st day of March, 1876, at the City of Springfield, State of Illinois.



STATE OF ILLINOIS,
COUNTY OF MADISON.

Know all Men, that I, the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

And the said Butler, do hereby certify that the within and foregoing deed, made by me, the said Butler, to the said George Armer, in the year of our Lord, One Thousand Eight Hundred and Seventy Six, is a true and correct copy of the original deed, as the same appears from the records of the County of Madison, State of Illinois.

EXTENDED STAMPS
 No. 100
AMOUNT
 \$ 15.70
 On this Bond

George Farrow of the aforesaid Parish of St Charles.

in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, let **Granted, Bargained and Sold**, and by these presents **do Grant, Bargain and Sell** unto the said party of the second part, his heirs and assigns, all the following described lot, piece or parcel of land, situated in the City of St. Charles in the County of Monroe and State of Illinois, to-wit:

make them into, conveying, or in anywise appertaining, and
 rights, title interest claim and demand whatsoever, of the na-
 tions and appurtenances: To HAVE and TO HOLD the same
 unto their heirs and assigns forever. And the said
 party of the first part, hereby expressly waive
 and assign all right, title, claim, interest and benefit v
 and from all laws of this State pertaining to the Exemption

I, the undersigned, do covenant, grant, bargain and agree, to and w
 doing of these premises, *for as well*
 and in fee simple, and has good right, full powe
 same are free and clear from all former and other gran
 bargained premises, in the quiet and peaceable possession
 and lawfully claiming or to claim the whole or any part th
 unto the said *for* head and seal the day and year f

George B. Shaw

And the said party of the first part, hereby expressly waive, release and relinquish unto said party of the second part, his heirs, executors, administrators and assigns all right, title, claim, interest and benefit whatever, in and to the above described premises and each and every part thereof, which is given by or results from all laws of this State pertaining to the Exemption of Homestead. And they aid

parties of the first part, for and assigns, heirs, executors, and administrators do covenant, grant, bargain and agree, to and with the said party of the second part and assigns, that at the time of the enrolling and signing of these presents, all the well seized of the premises above conveyed, as a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever; And the above bargained premises, in the quiet and peaceable possession of the said party of the second part and assigns, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part of the first part ha herunto set *John* hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Looney by Hand

STATE OF ILLINOIS,
Rock County.

1. Pindar is made a voting member for the sum of £1000
in another old company, in the place above, do hereby certify that

I, James E. Howard, personally known to me as the agent person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, made and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

[illegible]

Give under my hand and seal, this _____ day of January
A.D. 1867.
Cindar & Ward
Helen R. Allen

Filed for Record, the 25th day of January, A. D. 1862 at 12 o'clock P.M.

M. J. No 1st Add St Chas.
Probate Court File
Estate of *Ferson, Clorinda A.*

L 1 + 2
(2)
B 10
Deceased

Inventory Record	
Book	Page
<i>P</i>	<i>293</i>

90° Filed and approved *Jun 5 1900* mentions (with other property):

L 1 Pingrees Plt of Pt of the SE $\frac{1}{4}$ of Sec 22 Tn 40 N R 2 E of the 3rd P M as per pt recd in the R C of K C in Bk 1 pg 191 of maps title blvd to be pft to be fee simp Held by decree entered in Cir Ct of K C I in Partn suit Henry A Ferson et al vs Ira Minard et al case No. 9895 sub j to lease fm decd to Henry Swaley expired Apr 1 1900

L 1 & 2 B 10 Minard Ferson & Hunts 1st Add to St Chas Ills title blvd fee simp held under decree entered in Cir Ct K C I in Henry A Ferson et al vs Ira Minard et al case No. 9895.

W 8E 22-40-8
L 1 + 2 Bk 10 M 7 + 7th 1st Add Pt Chas.

M F H's 1st add SChas

1870 #9895

(27)

Lot 1, 2, 3

Sec.

Cir. Ct. Case

5, 6, 7, 8

Tp.

No.

Block 10

Rg.

9895

Henry A. Ferson,
Robt. T. Sill,
Hattie C. Sill, &
Ellen M. Ferson

Kind of Action Bill for Partn

Date of Commencement

No files

See R O Bk 1 Pl p 191 for copy of
map att to com's Rept in this Case
Dec 1, 70 (15 p 413) Dfl't & G a 1
Dec 2, 70 (16 p 167) Decree in partn
Ls 1 3 7 & 8 in B 36 O T St.
Chas E si of Riv also all frl B 1 &
B 2 S $\frac{1}{2}$ Ls 1 2 3 & 4 all Ls 5 6
7 & 8 in B 9 & - 1 2 3 7 & 8
B 10 L 1 B 12 Ls 1 2 16 & 17 B 18 Ls 1 & 2 B 19 - 1 2
7 & 8 in B 7, - 3 & 4 B 5 - 1 & 2 B 5 & - 1 & 3 B 6 & all
in B 8 being in Minard Ferson & Hunt's 1st Add to ed Tn
of St. Chas. Also frl B 7 in M F & H's 2nd Add to ed Tn of
St. Chas Also S $\frac{1}{2}$ B 5 & frl B 7 & $\frac{3}{4}$ of frl B 6 & N $\frac{1}{2}$
& E $\frac{1}{2}$ of S $\frac{1}{2}$ of B 9, S $\frac{1}{2}$ & E $\frac{1}{2}$ N $\frac{1}{2}$ B 8 Ls 3 4 5 &

This Indenture Witnesseth, That the Grantor s, Hattie F. Sill, widow, Ellen F. Richmond and James F. Richmond, her husband, James R. Person, bachelor, and Kate M. Person, spinster, only heirs at law of Lorinda A. Person, deceased, known also as Lorinda A. Person, deceased, widow of Reed Person, deceased, and the only heirs at law of Henry A. Person, deceased,

of the City of St. Charles in the County of Kane and State of Illinois
for and in consideration of the sum of One Thousand no/100 (\$1000. no/100) DOLLARS,
in hand paid, CONVEY and WARRANT to

Charles S. McCornack

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

Lots one (1) and two (2) in Block ten (10) in Minard, Person and Hunt's Addition to St. Charles,
Kane County, Illinois, on the East side of Fox River, all situated in the City of St. Charles.

~~Exemption~~ 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 of Illinois.

This conveyance is made subject to all taxes and assessments levied or assessed on or against
said promises since A.D. 1911 and to all unpaid installment or special assessments or special
taxations.

Dated this nineteenth day of February A. D. 1912.

Signed, Sealed and Delivered in the Presence of

Hattie F. Sill

Ellen F. Richmond

James F. Richmond

James R. Person

Kate M. Person

STATE OF ILLINOIS } ss.
County of Kane }

I, Charles A. Glos a Notary Public

In and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Ellen F. Richmond, and
James F. Richmond, her husband, James R. Person a bachelor, and Kate M. Person,
spinster, who are,

personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that 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 Notarial Seal, this 3rd day of May A. D. 1912.

Charles A. Glos, Notary Public.

State of Illinois } ss.
County of Kane } I, J. Frank Richmond a resident of and a Notary Public in and for Kane County,
in the State aforesaid, do hereby certify that Hattie F. Sill, a widow, who is personally known to me
to be the same person whose name is subscribed to the foregoing instrument, appeared before this day
in person and acknowledge 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 13th day of April A. D. 1912.

J. Frank Richmond,
Notary Public.

A. D. 1912, at 10 o'clock A. M.

Frank E. Rogers Recorder

No. 123865 filed for record this 11th day of May

1912
Warranty
DEED
HATTIE SILL
JAMES RICHMOND
JAMES PERSON
KATE PERSON
TO
CHARLES McCORNAK

July 1851
BK 27
pg 426
LCA/Sacatt
MINARD
To
Thomas Clark

uncertainty
DEFY

Know all Men by these presents that we the said Thomas and Sarah
 of the County of St Charles in the County of Kane and State of Illinois in con-
 sideration of the sum of five Dollars to us paid do by these presents grant, rat-
 ify, sell and convey to Thomas Clark of the County of Kane and State of Illinois
 all the following described lands situate in the Village of St Charles County
 Kane and State of Illinois and described as follows to-wit: Lots numbered one
 and two in Block numbered five in Township Gordon and Range first
 addition to the town of St Charles on the east side of Fox River.
 To have and to hold the same with the privileges and appurtenances thereto
 belonging to him and his heirs forever and he do hereby warrant and
 defend the same and the remainder and parts usual and profits thereof
 the said Thomas and Sarah do hereby assign forever and he do hereby
 warrant and defend the same and the remainder and parts usual and profits thereof
 to be free from all incumbrances whatsoever. In Witness Whereof we
 have hereunto set our hands and seals this 6th day of July 1851
 Signed Sealed and Delivered In presence of
 Ira Minard
 Sarah Minard

State of Illinois }
 County of Kane }
 I the undersigned Justice of the Peace in and for
 said County and State do hereby certify that
 Ira Minard and Sarah Minard who are personally known
 me as the real persons whose names are subscribed to the aforesaid debt appeared
 before me this day in person and acknowledged that the executed work and delivery
 of the said debt as their free and voluntary act for the uses and purposes therein ex-
 pressed. And the said Sarah Minard wife of the said Ira Minard
 being by me examined separately apart and out of the hearing of her hus-
 band and the contents and meaning of the said debt having been by me made
 and fully explained to her she acknowledged that she had freely and voluntarily
 executed the same and relinquished her dower to the lands and tenements there-
 in contained without compulsion of her said husband and that she did not
 intend to retract the same. Given under my hand this 6th day of July in the year
 of our Lord One thousand eight hundred and fifty one
 Attest H. J. Davis Justice of the Peace

Filed & Recorded this 7th day of Dec 1852 at 2 P. M.
 Luther Dearborn Recorder

Know all Men by these presents that we the said Thomas and Sarah
 of the County of St Charles in the County of Kane and State of Illinois in con-
 sideration of the sum of five Dollars to us paid do by these presents grant, rat-
 ify, sell and convey to Thomas Clark of the County of Kane and State of Illinois
 all the following described lands situate in the Village of St Charles County
 Kane and State of Illinois and described as follows to-wit: Lots numbered one
 and two in Block numbered five in Township Gordon and Range first
 addition to the town of St Charles on the east side of Fox River.
 To have and to hold the same with the privileges and appurtenances thereto
 belonging to him and his heirs forever and he do hereby warrant and
 defend the same and the remainder and parts usual and profits thereof
 the said Thomas and Sarah do hereby assign forever and he do hereby
 warrant and defend the same and the remainder and parts usual and profits thereof
 to be free from all incumbrances whatsoever. In Witness Whereof we
 have hereunto set our hands and seals this 6th day of July 1851
 Signed Sealed and Delivered In presence of
 Ira Minard
 Sarah Minard

until said property be taken on execution vs said party at the election of the said party of the second part
 In Witness whereof the said parties have hereunto set our hands and seals the day and year first above written. Hiram Hale {Seal,}
 Signed sealed and delivered in presence of Nathaniel Wright {Seal,}
 State of Illinois } The above Mortgage was acknowledged before me by
 Kane County } ss Hiram Hale the Mortgagor on this 8th day of December 1852
 Filed & Recorded Paul R. Wright Justice of the Peace
 Dec 13th 1852 1 1/2 PM L. Dearborn Recorder

OK 29
 PG 23

1852
 Trust
 DEED

Thomas
 Clark
 TO
 Harvey
 Hurd
 Trustee

Whereas Thomas Clarke party of the first part of St Charles in the county of Kane in the State of Illinois has executed his certain promissory note of record date herewith payable to Henry L. Forrest of or due six months after the date thereof for the sum of sixty six dollars. Now therefore Thomas Clark, party of the first part to secure the payment of said note according to its tenor and effect in consideration of one dollar and the further sum of sixty six dollars the receipt whereof is confessed doth grant bargain and sell unto Harvey B. Hurd of the County of Cook in the State of Illinois his heirs and assigns forever the premises described as follows Lots number one (1) and two (2) in Block number five (5) in Minard, Fulton & Hunt's first addition to the Town of St Charles on the east side of Fox River with the dwelling and improvement thereon situated in the county of Kane and State of Illinois together with all and singular the privileges and appurtenances therunto belonging. In Trust nevertheless that in case default be made in the payment of said note or any part thereof according to the tenor and effect of said note then on the application of the legal holder of said note the said Harvey B. Hurd after publishing a notice in a newspaper printed in the city of Chicago ten days before the day of such sale to sell the said premises and all right and equity of redemption of the said Thomas Clarke party of the first part his heirs and assigns therein at public Auction at the Court House door in said city of Chicago to the highest bidder for cash at the time mentioned in such notice. And to make execute and deliver to the purchaser or purchasers thereof a deed or deeds of the premises so sold and out of the proceeds of such sale to pay all costs and expenses incurred in advertising and selling said premises also the principal and interest due on said note And the said Thomas Clarke party of the first part for himself his heirs executors and administrators covenant with the said Harvey B. Hurd that he is seized of said premises in fee simple and that he has good right and full power to grant bargain and sell the same in form aforesaid that the same are free from all incumbrance and that he will and his heirs executors and administrators shall forever warrant and defend the same against the lawful claims of all persons
 Signed and sealed this eleventh day of December A.D. 1852
 Thos Clark {Seal}

State of Illinois } J. A. Brown a Notary Public and for the
 Cook County } ss said County in the State aforesaid do hereby
 That Thomas Clark who is personally known to

against all and every person or persons lawfully claiming or to claim the whole or any part thereof, with force of argument and default

In witness whereof the said part of the first part, have hereunto set their hand and seals, the day and year first above written:—

Signed, sealed, and delivered in

presence of Charles Ketchum

W. A. Chaw

Deodatus C. Whitwood

Caroline C. Whitwood

State of Michigan

Wayne County

ss. On this twenty eighth day of November, one thousand eight hundred and fifty six, before me, Notary Public, for said county personally came the above named Deodatus C. Whitwood and Caroline C. Whitwood known to me to be the same persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed. And the said Caroline C. Whitwood wife of the said Deodatus C. Whitwood having been by me privately examined, separate and apart from the said husband, and fully advised of the contents of the foregoing instrument, acknowledged that she executed said deed fully and without any fear or compulsion from her said husband or from any one

Marcus W. Chaw, Notary Public

Wayne County, Mich

State of Michigan

County of Wayne

ss. I, E. C. Hoar, Jr. Clerk of said County of Wayne, do hereby certify that Marcus W. Chaw whose name is subscribed to the certificate of proof of acknowledgment of the aforesaid instrument and whose written, was at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly appointed and qualified and duly authorized to take the same. And further that I am well acquainted with the hand writing of said Notary Public and verily believe that the signature to the said certificate of proof of acknowledgment is genuine. I further certify, that said instrument is executed and acknowledged according to the laws of this state.

In testimony whereof, I have hereunto set my hand and official seal of said County at Detroit, this twenty eighth day

of November A.D. 1856 —

E. C. Hoar, Jr. Clerk

Per J. Satchin Deft

Filed Dec 5th 1856, at 10th A.M.

P. H. Wright - Recorder

It now all men by these presents that I Thomas Clark, late of Cook County State of Illinois now of St Joseph County, State of Indiana, in consideration of the sum Five hundred dollars to me in hand paid by Edward Loomis, the receipt of which is hereby acknowledged, do by these presents grant bargain, sell and convey to the said Edward Loomis, of the said County of St Joseph and State of Indiana, all that and those, the following described lots or parcels of land, situated, lying and being in the village of St Charles, County of Kankakee and State of Illinois described and known as follows, viz:— Lots number one (1) and lot number two (2) in block 13 p. 5 in Township, Section and Hunt first addition to the said village of St Charles, County of Kankakee and State of Indiana and lying upon the east side of St. River —

BK 46
PG 33
1855
Warrant
DEED
Thomas
Clark
To E. Loomis

down

To have and to hold the same with all the profits and appurtenances thereto belonging or in anywise appertaining; and the revenues and services, demands and remainders, rents, issues and profits thereof, to the above named Edmund Dorin, his heirs and assigns forever. And I do warrant the same to be free from all incumbrances whatsoever.

In witness whereof I have hereunto set my hand and seal this twenty second day of August 1855 — Thomas Clark Esq
attest Daniel Dorin

Witnesses:

Personally comes before me, Richard Shortis, a Notary public for and in said county of St. Joseph, the above named Thomas Clark, who being duly sworn swears that he executed the above deed of his own free will and accord and for the use and purpose therein set forth:—

Dated this 22nd day of August A.D. 1855 — Richard Shortis, Notary Public

A.B.

The word first in the 15th line was written after the seal was attached, but in the presence of said Edmund Dorin and Thomas Clark — the parties within mentioned. R. Shortis Notary Public

State of Indiana

St. Josephs County, I, Samuel M. Chord, clerk of the St. Joseph Circuit Court, do hereby certify that Richard Shortis being before the execution of the aforesaid deed was acknowledged, and at the date of said acknowledgment an acting Notary Public within and for said county, duly commissioned and qualified and legally authorized to take acknowledgments, and I further certify that I am acquainted with the hand writing of said Richard Shortis, and truly believe the signature thereto attached, purporting to be his is genuine. — Witness Samuel M. Chord, clerk of said Court and the undersaid circuit court hereunto affixed at South Bend this 22nd day of October 1856 — Samuel M. Chord Clerk

Filed Dec 6th 1856 at 12 40 P.M.
R.R. Wright, Recorder

This Indenture made this twentieth day of November in the year of our Lord one thousand eight hundred and fifty six, between William Logue and Jane Logue his wife of the town of Rockford county of Mississippi and state of Illinois of the first part, and William Smith of the town of Burlington county of Kansas and state of Illinois of the second part, Witnesses, that the said party of the first part, for and in consideration of the sum of Three thousand dollars to them in hand paid, the receipt of which is hereby acknowledged, have granted bargained sold, conveyed and confirmed, and do hereby grant bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever all that tract or parcel of land situate and being in the

B-1
BK 46
P6
34
1855
warranty deed
Thomas TO
Edmund Dorin

177

from her said husband, or from any one —

Marcus A. Chase Notary Public
Wayne County, Mich.

State of Michigan }
County of Wayne } ss. J. E. Hawley Esq. Clerk of said county of Wayne, do hereby
certify, that Marcus A. Chase whose name is subscribed, to the
certificate of, proof or acknowledgment of the annexed instrument, and herein written
was at the time of taking such proof or acknowledgment a Notary Public in
and for said county, duly appointed and qualified, and duly authorized to take
the same. — And further, that I am well acquainted with the hand writing of
such Notary Public and verily believe that the signature to the proof such
certificate or proof of acknowledgment is genuine; and further certify that said
instrument is executed and acknowledged according to the laws of this State.
In testimony whereof, I have hereunto set my hand and affixed the seal
of said county, at Detroit this twenty eighth day of February A.D. 1856
J. E. Hawley Esq. Clerk
R. J. Patchin Dep

Filed Dec 1st 1856, at 12 7/8 M.
P. R. Wright, Recorder

The Indenture made this eighteenth day of October, in the year of our
Lord one thousand eight hundred and fifty six, between Edmund Corin
and of the county of St. Joseph and State of ^{Illinois} Missouri of the first part, and
John P. Peterson of Kane County Illinois of the second part — Witnesseth,
that the said party of the first part, for and in consideration of less hundred and fifty dollars
to him in hand paid by the said party of the second part, the receipt whereof is
hereby acknowledged, and the said party of the first part from released and
relinquished from the same (therefrom), has granted, bargained, sold, remised
believed, aliened and confirmed, and by these presents does grant bargain, sell
remit, release, alien and confirm unto the said party of the second part,
and to his heirs and assigns forever, all the following described lot piece or
pieces of land situated in the county of Kane, and state of Illinois,
and known and described as follows, to wit: Lots number one and two
(1 & 2) in Block number five in the in Mounds, Penon and Hunts pit addition
to the Town of St. Charles in Kane County aforesaid on the east side of
Fox River: — Together with all and singular the hereditaments and
appurtenances therunto belonging or in any way appertaining; and the revenues
and revenues, remainders and remainder, rents issues and profits thereof,
and all the estate, right, title, interest claim or demand whatsoever of the
said party of the first part, either in law or equity, of, in and to the above bargained
premises, with the hereditaments and appurtenances: — To have and to hold the
said premises above bargained and described with the appurtenances unto the
said party of the second part, his and assigns forever. — And the said Edmund
Corin, party of the first part, for himself his heirs, executors and administrators
do covenant grant bargain and agree to and with the said party of the second
part his and assigns that at the time of the executing and delivering of these
presents, is well seized of the premises above conveyed, as of a good, sure, perfect
and lawful estate, and in law, in his own right, and has

BK 46
PG 37
1856
WARRANTY
DEED
EDWARD
CORIN
TO
JOHN
PETERSON

B)

AK 46
PG 38

1856

WARRANTY
DEED

Edward Lovin
To

JOHN PETERSON

good right, full power and lawful authority, to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains sales leases, taxes and assessments and incumbrances of what kind or nature soever:— And the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and lawfully warrant and forever defend.

In testimony whereof the said party of the first part hereunto set his hand and seal the day and year first above written:

Signed sealed and delivered in

E. Lovin

presence of:— Samuel first above named 12 or 13 undated lines before signing

State of Indiana

St. Joseph County

I, Richard Shortis, Notary Public in and for said county in the state of Indiana do hereby certify that Edward Lovin who is personally known to me as the real person whose name is subscribed to the above deed, appeared before me this day in person and acknowledged that he executed and delivered the aforesaid deed as his free and voluntary act, for the use and purposes therein set forth.— Given under my hand and notarial seal this 22^d day of October, in the year of our Lord one thousand eight hundred and fifty six—

Richard Shortis
Notary Public

State of Indiana

St. Joseph County

I, Samuel M. Chord, Clerk of the St. Joseph Circuit Court do hereby certify that Richard Shortis being before me the execution of the annexed deed was acknowledged, was at the date of said acknowledgment an acting Notary Public, within and for said county, duly commissioned and qualified and legally authorized to take acknowledgments, and I further certify that I am acquainted with the hand writing of said Richard Shortis and truly believe the signature thereto attached, purporting to be his is genuine.—

Witness, Samuel M. Chord, Clerk of said Court, and the seal of said Court hereunto attached, offered at South Bend this 22^d day of October 1856.

Samuel M. Chord, Clerk

Filed See 6th Sec at 13th M.

R. Wright, Recorder

This Indenture made this fourth day of September the year of our Lord one thousand eight hundred and fifty six, between Samuel M. Gregory and M. Wright, Secy and Trustees of the First Presbyterian Society of Jefferson State of Illinois of the first part, and Benjamin T. Raymond of Chicago State of Illinois, of the second part: Witnesseth, that the said party of the first part, for and in consideration of the sum of five hundred and fifty dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part from release and discharge themselves, have remitted release and sold, conveyed and quit claimed and by these presents do remise

This Indenture, Made this 3rd of March in the year of our Lord, One Thousand Eight Hundred and Seventy seven between John A. Peterson and Thomas E. Ewison of the first part, and Thomas E. Ewison of the second part,

WITNESSETH, That party the for and consideration of Five Hundred Dollars, in hand paid by the said party of the second the whereof is acknowledged, have GRANTED, BARGAINED AND SOLD, and by these presents do GRANT, BARGAIN AND SELL unto the party of second Five heirs and assigns, all the following described lots, pieces, or parcels of Land, situated in the City of St. Charles the County of Kane and State of Illinois, to-wit:

Lot number One, Two, Three, Seven, and Eight (1, 2, 3, 7 & 8) in Block numbered Three (3) in Marshall Tension and Thoms' first addition to the Town of St. Charles in said County on the East side of Fox River.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, heirs and assigns FOREVER.

And the said John A. Peterson do hereby covenant, grant, bargain and agree, to and with the said party of the second part, heirs, executors, administrators and assigns, all right, title, claim, interest and demand whatsoever, in and to the above described premises, and each and every part thereof, which is given by or results from all laws of this State pertaining to the transmission of hereditaments.

And the said John A. Peterson do hereby covenant, grant, bargain and agree, to and with the said party of the second part, heirs and assigns, that at the time of the executing and delivery of these presents, well mind of the premises above conveyed, as of a good, true, perfect, absolute and indefeasible estate of inheritance in law, and in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in law and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, leases, tenures, encumbrances and incumbrances, of what kind or nature soever, and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN TESTIMONY WHEREOF, The said party of the first part hereunto set their hands and seals: the day and year first above written.

John A. Peterson Witness Thomas E. Ewison

SEAL OF MARSHALL TENSION, KANE COUNTY, ILL. John A. Peterson Witness Thomas E. Ewison March 3rd 1877

AK 179
PG 297
WARRANT
DEED
1877
JOHN A.
ELIZA
PETERSON
TO
THOMAS
EWISON

Official

PK 241
PG 48
WARRANTY DEED
1886
THOMAS & MINERVA EOLSON
TO
CHARLES HANE

This Indenture, Made this Sixteenth day of March in the year of our Lord one Thousand Eight Hundred and Eighty six BETWEEN Norman Eolson and Minerva Eolson his wife of the City of St. Charles in the County of Kane and State of Illinois party of the first part, and Charles H. Haines of the City of St. Charles in the County of Kane and State of Illinois party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remitted, released, conveyed, aliened and confirmed, and by these presents do grant, bargain, sell, remise, release, convey, alien and confirm, unto the said party of the second part, and to his heirs and assigns FOREVER, all the following described lot - piece - or parcel of land, situated in the County of Kane and State of Illinois, and known and described as follows, to-wit:

Lot number One (1) Two (2), Three (3), Four (4), Five (5) and Eight (8) in Block number Five (5) in Minard Eolson and Haines first Addition to the town of St. Charles in said County. On the East side of Fox River.
Also Blocks Five (5) and Six (6) in S. E. Morrisons Addition to the town of St. Charles, Kane County and State of Illinois.

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim, or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part his heirs and assigns FOREVER.

And the said Norman Eolson and Minerva Eolson his wife party of the first part, for themselves and their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, they are well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of what kind or nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

And the said party of the first part hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption, under or by virtue of any and all Statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the said party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

H. D. Jeffery

Charles A. Giles

Thomas E. Eolson

Minerva Eolson



Miscellaneous Record, Kane County.

Whereas the Grantor, in this deed, the owner of the following described real estate, situated in the County of Kane in the State of Illinois to-wit: Block five (5) of Minard, Gerson and Towns 1st Addition to St Charles East side Fox River,

And whereas the Minnesota and North Western Railroad Company a corporation of the State of Illinois has located its line and stakes the center line thereof over and across the above described land, Now therefore This Indenture witnesseth that the Grantor Minerva Evison of the Town of St Charles in the County of Kane and State of Illinois for and in consideration of the sum of thirteen hundred & 2000 \$, Dollars in hand paid, Conveys and warrants to the Minnesota and North Western Railroad Company all that part of the above described Real Estate being Block (5) of Minard, Gerson & Towns 1st Add to St Charles East side of Fox River, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State, but reserving all the buildings trees, barns, stone & fences Dated this 2nd day of May A.D. 1886.

Minerva Evison

State of Illinois }
County of Kane. }

I, J. E. Ryan a Notary Public, in and for said County in the State of Illinois do hereby certify that Minerva Evison, a widow personally known to me to be the same person whose name is subscribed in 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 2nd day of May A.D. 1886.



J. E. Ryan,
Notary Public.

XP 4000

Filed for Record June 2nd A.D. 1886
at 9:12 a.m. Chas. A. Mower Recorder.

PC BK 243
7
uncert
DEED
1886
MINNEAPOLIS
Evison
T.
MINNESOTA
AND
NORTH WESTERN
RAIL ROAD CO

**Additional
Pictures
&
Articles**









KANE COUNTY, ILLINOIS, FRIDAY, AUGUST 24, 1900.

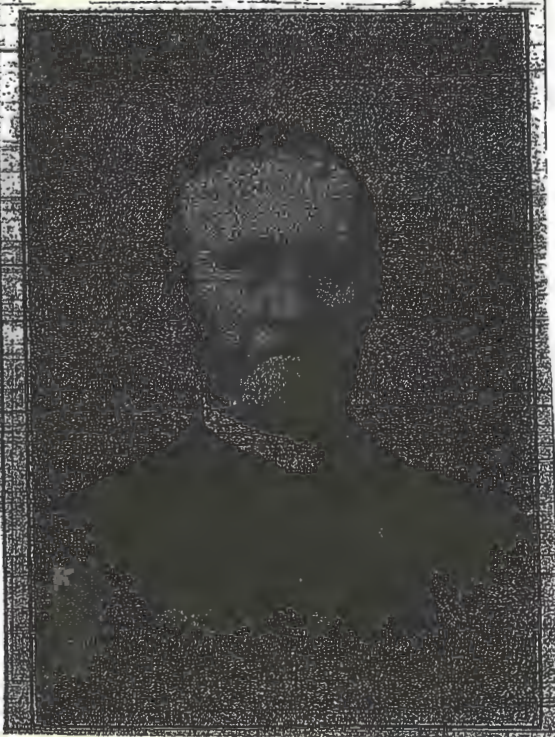
GEORGE FERSON

Sketch of His Life—Pioneer Farmer and Business Man—Came to St. Charles in 1835—Died August 16, 1900—Funeral Saturday.

George Ferson was one of seven sons of Mr. and Mrs. Alexander Ferson, and the last but one survivor. He was born in Newport, N. H., July 11, 1820, and fifteen years later came to St. Charles with his parents. Two older brothers, Read and Dean, came in 1833, and, when the family came in '35, had erected a log house on what has been known for years as the Ferson farm, and on which Peter Swanson now lives. The log house stood near where the stone house now stands. The latter was built in 1840, from stone taken from Fox river.

The old homestead was given to the subject of this sketch by his father, and remained his until a few years ago.

When Mr. Ferson came to St. Charles the town consisted of three log houses—the one already mentioned; one near J. L. Ward's residence, and one near where the Great Western depot now stands.



Mr. Ferson Mrs. ~~Chapman~~
mercantile business in St. Charles about 1850,
in partnership with J. W. Butler. Previous
to that time he lived on the farm and
sold milk and ice about town, being the
first milkman and iceman in St. Charles.
The store of Butler & Ferson was on the
south side of East Main street, near the
present location of the Hunt block. They
did a general mercantile business, and
Robert Ferson later became a member of
the firm. From 1850 till 1899 George
Ferson was almost continuously engaged
in some form of business here. The last
was the grain and feed business which he
sold in 1899 to his brother Robert.

Mr. Ferson served as supervisor of St.
Charles township one or two terms, and
held minor township offices. He also
served as village trustee at different times.
He was a very capable business man and
filled all public as well as private po-
sitions with honor.

He was married January 5, 1858, to El-
mira Butler, sister of O. M. and J. W.
Butler, who died February 28, 1885. To
their union four children were born—
three daughters and one son. Only one
daughter survives, Mrs. Satterlee, who
lived with her father until his death.

The funeral was held Saturday after-
noon at the residence. Rev. W. E.
Davidson, pastor of the Congregational
church, officiated. Many of the older
residents of St. Charles met at this time
to pay their respects to the memory of
the man they had known and respected
for years. The remains were buried in
the Geneva cemetery.

**Early
Architectural
Survey**



ST. CHARLES HISTORIC PRESERVATION COMMISSION

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

DIXON ASSOCIATES / ARCHITECTS

ARCHITECTURAL INTEGRITY

	1	2	3
☐ Unaltered	☐	☐	☐
☐ Minor Alteration	☐	☐	☐
☒ Major Alteration	☒	☒	☒
☐ Additions	☐	☐	☐
Sensitive to original	☐	☐	☐
Insensitive to original	☐	☐	☐

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: Substantially Altered

Date of Construction: NA

Source: NA

Features:

Two story gable end structure with hip roof over first floor.



Address:

214 East Chestnut Avenue

Representation in Existing Surveys:

- ☐ Federal
☐ State
☐ County
☐ Local

Block No. 24

Building No. 4

SURVEY DATE:

MAY 1994

ROLL NO. 4

NEGATIVE NO. 24

**Early
Landmark
Form**

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 11 2011

PLANNING OFFICE

1. Property Information:	Parcel Number(s): 0927336008	
	Property Name (Historic or common name of the property): Evison - Ferson - Satterlee circa 1883	
2. Applicant:	Name Thomas & Patricia Pretz	Phone 630 377-0901
	Address 214 Chestnut Avenue	Fax
		Email pretz2ameritech.net
3. Record Owner:	Name Thomas & Patricia Pretz	Phone 630-377-0901
	Address 214 CHESTNUT AVENUE	Fax
		Email
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 1900 approx. 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:

Early Republic

☐ Federal
☐ Early Classical
☐ Revival

Mid-19th Century

☐ Greek Revival
☐ Gothic Revival
☐ Italian Villa
☒ National

Late 19th/20th Century Revivals

☐ Beaux Arts
☐ Colonial Revival
☐ Classical Revival
☐ Tudor Revival
☐ Late Gothic Revival
☐ Dutch Colonial Revival
☐ English Cottage
☐ Italian Renaissance
☐ French Renaissance
☐ Spanish/Mission

Regional Origin

☐ Vernacular (describe)

☐ Other (describe)

Late Victorian

☐ 2nd Gothic Revival
☐ Italianate
☐ Second Empire
☐ Queen Ann
☐ Stick/Eastlake
☐ Shingle Style
☐ Romanesque
☐ Renaissance
☐ Folk Victorian

Late 19th and Early 20th Century
(American Movements)

☐ Princess Ann
☐ Homestead

(Amer. Arts & Crafts Movement)

☐ Craftsman
☐ Bungalow
☐ Foursquare
☐ Prairie School

Modern Movement

☐ Modern
☐ Art Deco
☐ International Style
☐ Ranch

II. Building Materials:

Please mark the appropriate boxes listing the materials that exist on the building.

	Foundation	Walls	Roof	Others
Wood		✓		
Weatherboard, Clapboard		✓		
Shingle			✓	
Log				
Plywood				
Shake				
Stone	✓			
Granite				
Sandstone				
Limestone	✓			
Marble				
Slate				
Brick				
Metal				
Iron				
Copper				
Bronze				
Tin				
Steel				
Lead				
Nickel				
Cast Iron				
Stucco				
Terra Cotta				
Asphalt				
Asbestos				
Concrete	✓			
Adobe				
Ceramic Tile				
Glass				
Cloth/Canvas				
Synthetics				
Fiberglass				
Vinyl				
Aluminum				
Rubber				
Plastic				
Drivit/EIFS				
Other				

III. Significance of Property:

Please indicate source of documentation, if available.

- a) Original Owner: Evison Barn, Ferson Grain & Feed, Satterlee Home
- b) Architect/ Builder: —
- c) Significant Person(s): George Ferson (Founding Family)
- d) Significant Dates (i.e., construction dates): (1883, 1890, 1891, 1893, 1897 - carved dates in wood under clapboard siding)
Circa 1883

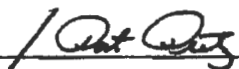
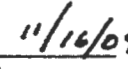
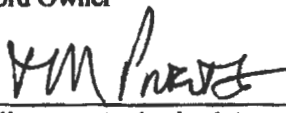
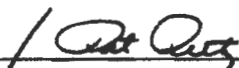
e) Please indicate which of the following criteria apply to the property:(check all that apply.)

- ☒ Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.
- ☐ Property is the site of a significant local, county, state, or national event.
- ☒ Property is identified with a person who significantly contributed to the development of the community, county, state, or nation.
- ☒ Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
- ☐ 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.
- ☐ Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.
- ☐ Structure embodies design elements that make it structurally or architecturally innovative.
- ☒ Property has a unique location or physical characteristics that make it a familiar visual feature.
- ☐ Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.
- ☒ Property is suitable for preservation or restoration.
- ☐ Property is included on the ___ Illinois and/or ___ National Register of Historic Places.
- ☐ Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.

IV. Attachments

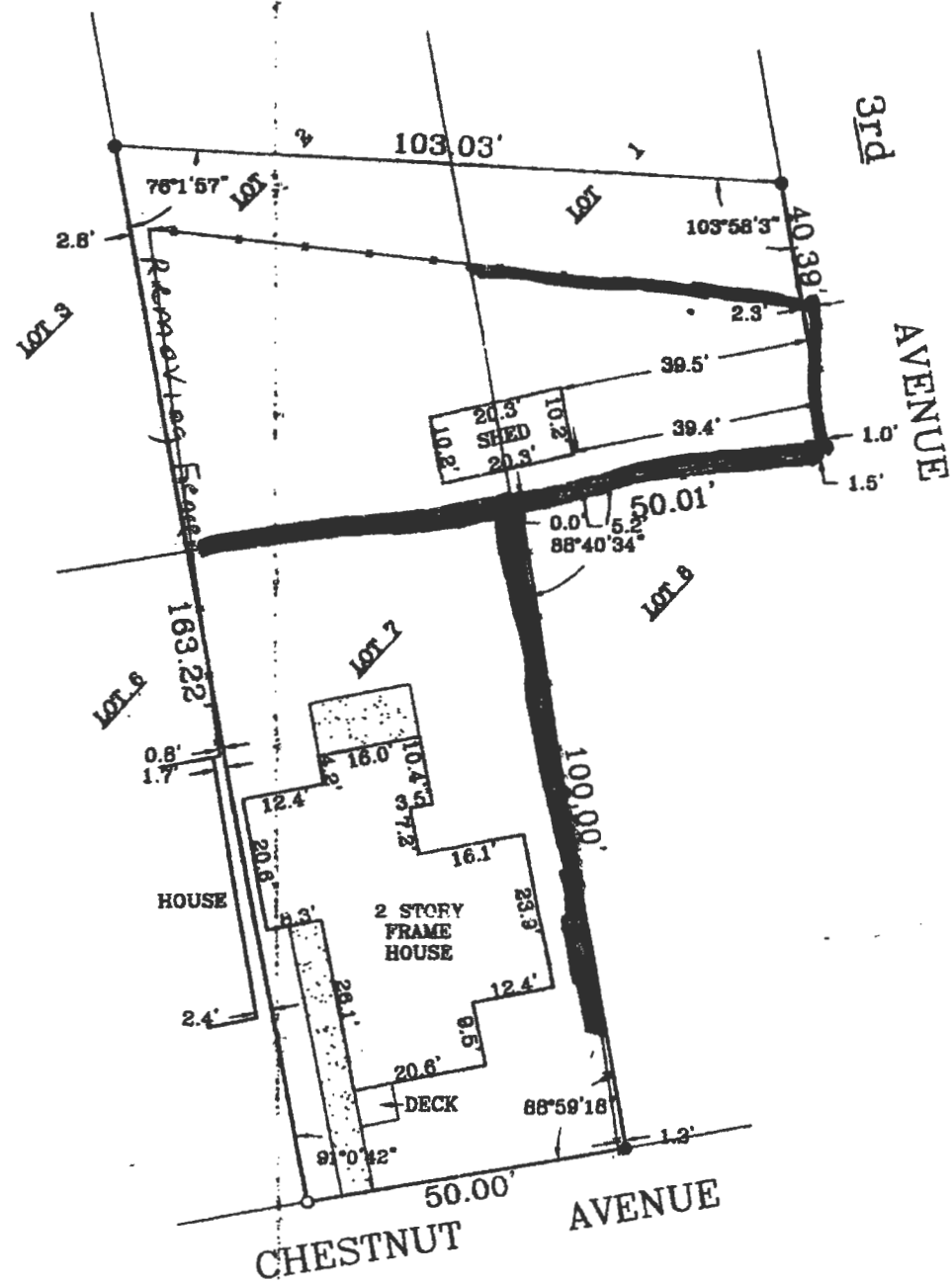
1. **Descriptive Statement:** Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property.
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.
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.

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.

		
Record Owner		Date
		
Applicant or Authorized Agent		Date

LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2 LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY COMPANY AND ALL OF LOT 7 IN BLOCK 33 OF THE ORIGINAL TOWN OF ST CHARLES, ON THE EAST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



Statement of Significance

EVISON-FERSON-SATTERLEE HOUSE

Research shows and documents that the home at 214 Chestnut, located within the St. Charles Historic District, was originally a barn owned by Tom Evison, a retired farmer and veteran of the Civil War. About 1885 when Mr. Evison passed away, Mrs. Evison, his widow, sold the property to the C & NW railroad. The Evison home was sold to a Mr. Bloomgren and the home was moved to Indiana Street in St. Charles.

The following quotes appeared in the September 24, 1934 Chronicle in an article by US Elliott, a history writer for the St. Charles Chronicle at that time. US Elliott was born and raised in St. Charles.

*"The Evison barn was moved east to a place along the railroad tracks near the present stock yards and used by the late George Ferson as a grain elevator and feed store".
"After the death of Mr. Ferson, his daughter Mrs. Emma Satterlee, had the building moved to the Satterlee lots on Chestnut Avenue and remodeled into a dwelling house...and there it yet stands today."*

Research shows that George Ferson passed away in 1900 and Emma Satterlee, George Ferson's only surviving child, became sole heir to his estate. Emma Satterlee passed away in 1903, but between 1900 and 1903 warranty deeds indicate her intention to convert the barn structure. Interior and exterior details of the house reflect those of a circa 1900 home. When the exterior aluminum siding from the mid 1970s was removed from the house in 2009, clapboard siding was found underneath. When deteriorating clapboards at the bottom of the house were removed just above the limestone foundation, vertical boards, approximately 12" in width were revealed, consistent with barn construction. Also, initials, names and dates were carved into the wood, the oldest date being 8-27-83.

George Ferson was a son of one of the founding families of St. Charles. His obituary states that "he was continuously in some kind of business, the last being the grain and feed business". He lived at the time of his death in a house adjacent to the 214 Chestnut Avenue home, at 304 N. Second Avenue. This home was landmarked by the St. Charles Historical Society in 1978, prior to the establishment of the St. Charles Historical Commission in 1993.

Emma Satterlee, a divorcee, lived with her father, along with her son, George Satterlee at the time of George Ferson's death. Twenty-year-old George Satterlee, Emma's only son, inherited the properties when his mother passed away in 1903. After the probate was completed in 1906, the home was sold to John Corrigan.

Copies of research, obituaries, probate records, St. Charles histories, city directories, etc. can be provided.



