

**MINUTES  
CITY OF ST. CHARLES, IL  
ZONING BOARD OF APPEALS  
THURSDAY, JULY 20, 2023 7:00 P.M.**

**Members Present:** Rullman, Buening, Flamand, Halpenny  
**Members Absent:** Totten, Studebaker  
**Others Present:** Russell Colby, Director of Community Development  
Rachel Hitzemann, City Planner

**1. CALL TO ORDER**

The meeting was convened by Chair Rullman at 7:00 p.m.

**2. ROLL CALLED**

Roll was called:

Present: Rullman, Buening, Flamand, Halpenny

Absent: Totten, Studebaker

**4. PRESENTATION OF MINUTES OF THE MAY 4, 2023 MEETING**

**A motion was made by Mr. Buening and seconded by Ms. Halpenny with a unanimous voice vote to approve the minutes of the May 4<sup>th</sup>, 2023 meeting.**

**5. APPEAL APPLICATION A-1-2023, FILED BY MATTHEW & BERNADETTE SWEENEY, RECORD OWNERS OF THE PROPERTY LOCATED AT 303 N. 3RD AVE, IN THE CITY OF ST. CHARLES**

Secretary Buening:

This is appeal A-1-2023 for the property at 303 N. 3<sup>rd</sup> Ave. Requested action is Zoning Interpretation Appeal. Applicant is requesting an appeal to the Director of Community Development's interpretation of a "Breezeway" outlined in the City's Zoning Code section 17.30.030 – General definitions. The Purpose of Scope is that the review body may affirm or reverse, in whole or in part, or may modify, the order, requirement, decision or determination and to that end, has all the powers of the officer from whom the Appeal is taken. Its decision shall be based on the documents pertaining to the administrative decision transmitted by the Director of Community Development and Building and Code Enforcement Division Manager, as well as any additional testimony presented at the hearing. The property is a private residence under the existing land use requirements and the zoning is RT- Single Family Traditional Residential. Furthermore, I just wanted to describe the appeal process as well and how it works. The Appeal process provides an opportunity for persons affected by administrative decisions by the Director of Community Development and the Building and Code Enforcement Division Manager to appeal those decisions.

The review body may affirm or reverse, in whole or in part, or may modify, the order, requirement, decision or determination and to that end, has all the powers of the officer from whom the Appeal is taken. Its decision shall be based on the documents pertaining to the administrative decision transmitted by the Director of Community Development and Building and Code Enforcement Division Manager, as well as any additional testimony presented at the hearing.

This is important, the concurring vote of four members of the Zoning Board of Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Building Commissioner or Community Development Director, or to decide in favor of the applicant on any matter upon which it is authorized by this code to render a decision.

Mr. Rullman:

We also have a letter from the Sweeney's.

Mr. Buening:

Letter from Matthew and Bernadette Sweeny dated July 7<sup>th</sup> 2023. Exhibit A-  
Zoning Board of Appeals

Re: Building Addition Permit for 303 N 3rd Ave, Permit# PRAD202300191  
Board Members,

We are asking the zoning board of appeals to grant the use of NanoWalls on the east and west facing breezeway. A NanoWall is a "retractable glass panel system" that was previously approved by the Community Development office back in December 2022, following approval from the Historical Committee, which ensued shortly thereafter.

Upon this agreement, we (Matt & Bernadette) sold our former home and finalized the building permitting and historical commission COA. The unexpected and unfounded re-interpretation to disallow the NanaWall was made at a date when our house was already sold and we could not back out of the proposed 303 N 3rd Ave project. The current interpretation disallowing the Nana Wall means that we (Matt & Bernadette) will need to sleep in an unfinished basement, due our family size. Let it be known that redesigning the home, to meet a bedroom standard to fulfill all family members, IS IMPOSSIBLE, due to modest roof heights and with keeping the historical integrity of the home. In other words, we have already attempted. We will discuss further and kindly answer any questions during the Board of Appeal meeting.

Sincerely,

Matt And Bernadette Sweeney

Mr. Rullman:

Anything else the Applicants would like to submit?

Mr. Sweeney:

Just the Presentation

Mr. Sweeney:

Good Evening, some new faces since we were last here, nice to meet you. I think that letter that we sent in is a pretty good initial explanation as to why we are here. This first slide we have up here kind of shows the proposed door system that we would like to put in. You can see in the open state it is still very open it still is a Breezeway and the closed system it gives us relief and safety to pass through into the house or into the carriage house or garage with the bedroom upstairs.

Ms. Sweeney:

I think it is just very important to note that it has always been about these foldable glass walls. It is the only way for us to have a bedroom with our family size. It has never been for aesthetics, or architectural detail. It is much too expensive to think about that for these doors. It is strictly for safe passage for us to get to the main house to our bedroom and for our children to do too if they need to. It's the only reason and it's always been for that reason.

Mr. Sweeney:

For any Board Members who are not familiar with what these are, it's these folding glass doors or systems, essentially, they are this wall of panels, when they are closed they fold up on themselves and it's very discrete. They can be left open or stowed away indefinitely until you need to close or partition that space off because of weather or what not.

Ms. Sweeney:

In this case we are not focused on weather, it's only on safety. It's only for us to get to the main house to our bedroom. That is the only reason why we need these doors.

Mr. Sweeney:

These are some pictures, some examples of the proposed doors that we would like to put in. These systems here, these door tracts I think have multiple panes 5-6, we are asking for 3 panels on each side. When these panels are in the open position and stowed away they are about 9 inches in thickness up against the exterior walls, so very inconspicuous, very discrete. I just want to give the board members a quick review of how we came to designing these Nano-walls or folding glass doors into this design and I think this got lost in the information that we were trying to present in the last Zoning meeting. If you look at some of those dates up there, Oct. 19<sup>th</sup>, Nov. 16<sup>th</sup>, Dec. 21<sup>st</sup>, we had tons and tons of not only preliminary meetings, but back and forth design questions for Zoning staff and also the Historical Commission we were working with as well, trying to get the design that was acceptable to everyone. A design that was acceptable to Historical and a design that was acceptable to zoning and planning in terms of having these doors available to use for us. We had gotten to a point where we were confident that decisions had been made in terms of being able to move forward with the design in terms of including the folding glass walls. When we were ok with that, and we had received a verbal confirmation that that would be allowed, that is when we sold our house basically. Then subsequent historic meetings after that when we were applying for the COA the Nano-door was never mentioned in terms of something that couldn't be done anymore. What we were doing at that point was revising the plan based on esthetics of the design, symmetry in relationship to the Greek Revival style that we were trying to achieve. The first time we applied for the COA we took the Historical Commission's suggestion and revised our plan to accommodate their suggestions. We held on some of the things we needed in terms of some window placement and such, but I think an agreement was made that the Historical was happy with in terms of the plan. At that point too,

we thought we had an agreement with Zoning that the doors could be used as well. On April 5<sup>th</sup> the COA was approved at the meeting. A couple of days later was when we received notice that the COA was still going to be approved, but it would not include the foldable glass walls anymore due to neighbor objections. I guess that is what is puzzling to me, is how an agreement can be taken away like that.

Ms. Sweeney:

If Matt and I were to look at that house without an attachment and those foldable glass doors, as potential buyers we would pass on it right away, it would never work for our family. So, for us to go that far in the process- we did everything that was recommended to us. I would have never sold a beautiful home in Campton Hills, living in a 3-bedroom apartment right now, if I knew it could be taken away. If I knew that somebody could just turn their opinion. I am not well versed in how it works. Maybe there was a little bit of unclarity in what may happen, worse case scenarios, maybe I wouldn't have sold my house. Maybe I would have held off and not pursued the COA, but all signs pointed towards we are going somewhere.

Mr. Sweeney:

Sorry for the digression there, but we just felt it was important for the Board to know where we are coming from in all of this. But if we get back to what we are here for tonight, which is you guys allowing us to have this folding glass wall system, we would like you to reinterpret, well not even reinterpret, just...

Ms. Sweeney:

We know that there are loopholes or technicalities in the definitions of codes. Foldable glass doors are not even mentioned once, it's a fairly new concept, so they are not even mentioned, so we know there is some wiggle room for interpretation. So right here, to show why we feel that they absolutely belong, but also why we felt they were approved in the first place. So, we are just going to maybe let you guys know why it is we assumed it was already approved in the first place with a COA, but also to let you guys know from our point of view.

Mr. Sweeney:

The City is working with the definitions they have in the Zoning Code for certain parts of the house that we are dealing with. So, the breezeway definition is a roofed open sided structure that connects a principal building with an accessory building. The way we would interpret this is by putting this Nano-wall in, we are not closing this structure in permanently. Because of the nature of the folding walls, you know they can kind of remain open indefinitely, kind of stowed there, but it doesn't permanently enclose the breezeway like a walled structure would, just a regular wall, or even a typical doorway would, in the sense of a swing door, you would never leave a swing door just open all the time. Same for a sliding door system, a sliding door system can't be fully folded back so that the whole opening is viewable. So, we are looking for you to reinterpret what a breezeway means. Am I saying this right?

Ms. Sweeney:

If you look at it this way, a breezeway it says is a roofed open sided structure. When we fold those doors, it is in fact a roofed open sided structure. It does not say permanently, so there is some wiggle room. Again, it is a new concept to use these doors, so we hope you will be open minded, especially because you know it is just not the cosmetics, not for architectural purposes,

it is just to get to our bedroom. But we felt that was definitely worthy of mentioning. There is no word of permanency here.

Mr. Sweeney:

And just to give you some numbers, the open width is 9ft, that door opening. That 9ft of doors can be folding into 9inches of stowed away doors.

Ms. Sweeney:

And they are white framed, which will be folded up against white exterior siding.

Mr. Sweeney:

Another definition that is in the Zoning Code is a detached building. A building surrounded by open space on the same lot. A building connected to another building only by an unenclosed structure shall be deemed to be a detached building. We think that with our proposed Nano-walls this also holds true. With the ability for those Nano-walls to open completely, it's not enclosed, because they can be stowed away, because they are not a permanent door entryway.

Ms. Sweeney:

I guess this just to say that the very important word is permanent. It is lacking from the definition because when this was made, obviously they didn't have these kinds of doors, so I would assume that is why they didn't use that word. They did use it however in the next definition, but not with walls. So, that is important to note.

Mr. Sweeney:

Another definition that the Zoning Code includes is a completely enclosed building defined as "A building enclosed by a permanent roof and continuous exterior walls having openings only for windows, screens, and entrance or exit doors". Again, we think it is crucial that you note that the east and the west wall facing the breezeway are not walls. But essentially, they are 9ft spreads of unobstructed space that can be closed in by the foldable doors. These foldable doors might be similar to a partition in a gymnasium or a partition in a banquet facility or an office space. When there is a reason to close them, they can be closed, but it is certainly not a permanent situation for them to be closed.

Ms. Sweeney:

This definition also says permanent roof. Clearly, they did not want a retractable roof going on an enclosed building. So, they made sure to say permanent there and instead they used continuous exterior walls. There are no continuous exterior walls. There are only east and west facing walls, not north and south. They are just trim pieces. Trim pieces are not walls. So, there are no 4 walls.

Mr. Sweeney:

The doors are on a tract system. On either side of the doors there is a pilaster or a half column type of trim detail there that kind of goes along with the breezeway structure and helps with the aesthetics of it. They are not supporting the breezeway in any way, but aesthetically they fit in with the Greek Revival design. Another thing to consider when we talk about if this is a completely enclosed building or room or if it is a breezeway, the Nano-walls, we say Nano-wall but that is a brand name. The folding glass doors are not, they are not a wall. You can't call it a wall because you can't but electric in it, you can't put insulation in it, there is no studs in it, there

is no sheathing in it, so it is not a wall, ever. But it is also not a doorway. It is not a traditional doorway that is always there within a walled structure, because it can be folded up. That is why we are asking you to interpret this in a different way than the Zoning is interpreting it right now.

Ms. Sweeney:

I think the most important part is we do not have continuous walls. We have four pilaster columns. So, when it says, continuous exterior walls having openings for, even if it were to say, having openings for windows, screens, exit and exit doors comma foldable glass doors, we still do not have continuous exterior walls. We don't. We have two and after that they are pilasters.

Mr. Sweeney:

This is an example on the left, this is a pilaster right here, it is basically a half column. This is a picture of our front doorway. Part of the trim work that is being preserved, and you can see we already have that detail as a pilaster right there. It is supposed to look like a column but because half of it is projecting out from the wall, it is not a column on all four sides.

Ms. Sweeney:

And just for measurement reference that is 12 inches and on the breezeway it will be 4 inches.

Mr. Sweeney:

The depth.

Ms. Sweeney:

Very minor

Mr. Sweeney:

These are a couple more examples of just the proposed doors and how they would look. You know what we are trying to achieve with this is that when they are in the foldable position that it still looks and feels and acts as a breezeway that is open sided and not enclosed at all.

Ms. Sweeney:

And note that these doors are not exactly the right doors. These doors, the computer system would only allow like a French Door retracting, these doors will retract all the way to the left-hand side in the front view and in the backyard view they will retract all the way to the right side. So, it is just one side that folds into the 9 inches.

Mr. Sweeney:

Along with keeping that space open, you can see all the way through it. The other design consideration is to have the flooring, we were originally having brick pavers but now we are leaning towards cobblestone, I don't think that matters, the material, but the idea is that the design flows from the front stoop through the breezeway, it's the breezeway floor, and onto the back patio so that there is continuity with the outside, so it remains outside in both feel as well as structurally.

Ms. Sweeney:

And that was part of the agreement with Historic and Zoning that it had to have the continuity and we were all for that. That was always part of the plan.

Mr. Sweeney:

And this is just a plan view here, showing that this is where the pilasters are on either side of the door. Again, Bernadette said instead of a bi-fold system with two sets of doors, the doors all fold to one side. You can get them kind of any way you want to, but we thought the three panels folding to one side would look more inconspicuous and a better design. We just mentioned this, but the idea that the materials flow from outside, to within the breezeway, and then back out again, both the flooring and exterior materials as well. The siding also flows from the outside through the breezeway. There are exterior doors within the breezeway that allow you to still have those foldable glass walls in the open, or stowed position, and have the house and carriage house be a conditioned space. We have gotten some support from some professionals, Tim Nelson, he is an architect from Geneva, I don't know if any of you have heard of him but he is fairly prolific. He agrees with our stance on how to interpret these folding glass doors and that the main takeaway from his statement here is that because these doors fold all the way together and leave you with an opening that is unencumbered and unobstructed by any sort of door frame or a sliding panel that can't retract all the way that essentially, it remains a breezeway. I think that is something to consider from an architect who has worked with these before and knows the Codes and what can happen and what can't happen in terms of designing something and then also from an aesthetic point of view, that having these doors in the breezeway here doesn't take away from the breezeway look or breezeway effect that we are trying to achieve.

Ms. Sweeney:

He brings up a good point, with the four walls. If these folding glass panels were deemed actual walls we would have to have electric, we would have to have installation, we would have to abide by certain codes but the City Inspector can't come in and say we have to abide by the wall codes, they can't.

Mr. Sweeney:

We have talked to an architect. I know Tom Medernach, building inspector here in St. Charles, in conversation he agrees as well that it's not really a door if it can stay open all the time and certainly not a wall. So, I think a lot of building professionals would agree that this structure remains a breezeway in the open and unobstructed sense that it was designed for and that is allowable by Code. We know a Carpenter in town and he also is supportive of this being interpreted as a breezeway because these are not a wall and they are not a door. Certainly, because these are mounted to a pilaster on each side, they don't fit the classic sense of being a doorway, but they are more of a temporary partition.

Ms. Sweeney:

Are there any questions or anything we can provide more clarity on?

Chairman Rullman:

Anyone on the Board have any questions?

Mr. Buening:

I do. So, I have several questions. I guess from the standpoint of this space, how often are you going to keep these doors open? In the middle of winter, how often are you going to keep the doors open?

Ms. Sweeney:

In the middle of winter, if we go back a few minutes, it wasn't a weather-related introduction for the foldable glass doors. It was strictly for us to have safe passage from one place to the other. It wasn't weather related.

Mr. Buening:

I know. That is why I am asking the question. How often are you going to keep them open?

Ms. Sweeney:

In the winter?

Mr. Buening:

Yes.

Ms. Sweeney:

Will we leave it open sometimes, sure. But do you want a percentage?

Mr. Buening:

Yes. I mean are you talking about 5%? 10%?

Ms. Sweeney:

Oh yeah, probably a little bit more than that.

Mr. Buening:

That you would leave it open?

Ms. Sweeney:

Yeah. Yeah.

Mr. Buening:

Ok. And is this space between the house and the garage is that conditioned space?

Ms. Sweeney:

Is that what?

Mr. Buening:

Conditioned space?

Mr. Sweeney:

No. It wouldn't be conditioned space.

Mr. Buening:

Ok. That's all I have at the moment.

Chairman Rullman:

I have a couple of questions here. So, one of the issues you haven't mentioned here is that with the breezeway, the garage becomes a detached structure. If it is enclosed then it is an attached structure. So, it seems in your letter here that you said that if it wasn't enclosed you'd have to sleep in the basement.

Ms. Sweeney:  
If it wasn't enclosed?

Chairman Rullman:  
If it was not, I mean in your letter here you are saying you would have to sleep in the basement if it wasn't enclosed. That would tend to say to me that it's not a breezeway, it's an enclosed space. Therefore, making the building not a detached garage, but an attached or two buildings if you wish that are attached.

Ms. Sweeney:  
That is why we referred back to those definitions. It doesn't say permanent. Does that make sense?

Chairman Rullman:  
Does it make sense that when you close them you have to comply with the Zoning Ordinance for an attached building?

Ms. Sweeney:  
Say that one more time?

Chairman Rullman:  
Does it make sense then that when they are closed it is no longer a breezeway, it is an enclosed structure and therefore the garage would become an attached, not a detached, structure.

Mr. Sweeney:  
Well I think that the important distinction to make with the doors is that it is not a permanent enclosure and I know that you are saying that if they are closed 20% of the time, then 20% of the time it's an attached garage, but I think that there are other exceptions besides this folding glass door system, such as storm awnings, screens that restaurants have that are seasonal in nature that allow you to use that space. Not necessarily to live in, but to pass, basically what we are asking for is to be able to pass through it without say in the winter time, putting boots and coat on. Or if it is a rainstorm, not putting a rain slicker on or an umbrella on. Then also to have at night access to be able to have the doors closed and the exterior doors that go to the carriage house and the house open so if children need to come to us they can or if we need to get to them we can do that as well.

Chairman Rullman:  
Well it seems to me with your testimony that you are saying a breezeway would not work for you. That it has to be enclosed, at least at certain times. That is what your letter says. That is what you testified here for. You've said that it's unusable as a breezeway. It would not serve the purpose, so I am just a little confused here about what you are asking for.

Ms. Sweeney:  
We are saying that it is not an enclosed building. We are saying it is not enclosed because it doesn't have those four continuous walls. So, I feel like what you are asking is for us to see it still the traditional way, but it's not. It lacks what an enclosed building, what the definition says it must have, so wouldn't your question sort of be irrelevant if we are saying an enclosed

building, the definition has contiguous walls, this breezeway does not and that the foldable glass panels are not walls.

Mr. Buening:

I think that's debatable. I mean I would look at those glass panels as being walls because they are enclosing that area.

Ms. Sweeney:

But here they are not contiguous.

Mr. Buening:

But that doesn't matter. If those glass walls can and do and apparently are regularly going to enclose that area, and by definition a breezeway means breezeway. That a breeze goes through that. In this case St. Charles is pretty liberal in what they allow for certain types of structures to be connected by a breezeway. Some communities do not even allow that. You know that fact of the matter is that you can have a roof structure that connects to a detached structure from a principal structure. Walls by definition by the glass walls, they enclose the breezeway.

Ms. Sweeney:

But it doesn't say foldable glass panels. It says windows, screens and...

Mr. Buening:

It says it has to be open. The breezeway says it has to be open. It says it right there in the definition.

Ms. Sweeney:

But not permanently.

Mr. Sweeney:

It doesn't say it has to be open a certain percentage of the time.

Mr. Buening:

Well at least 50%

Ms. Sweeney:

Where is that found?

Mr. Buening:

Well, that would be my interpretation of it. I mean you have to have to have it closed most of the time. Or open most of the time I should say.

Ms. Halpenny:

I understand that everyone has these questions, but the fact that you guys have been working so long and I know that you have worked closely with the Historic Commission to make sure that they unanimously approved it. I look at this as more of an accessory. You are not actually going to use it 24/7 nor probably 50% of the time, but it's something for, and again you bought your home of the understanding, not going into it blind, that this was going to not be an issue. It's an accessory really. I am in construction. It is not a permanent structure. It is not wall. It is new

technology. So, if we have to have progression, we have to also think about what's good for preserving. Obviously, the neighbors don't want it. I understand and they are probably here. You want to preserve, it's a beautiful home. I have seen it multiple times we have been up here. But the fact that you worked and got unanimous approval and you wouldn't really even be here a second time if not, for kind of almost like an interpretation, no disrespect, of what these are. Because I think you have taken it a step further to even say, when they are retracted, they are going to be on one side on one side and on the other side on the other side. It is literally going to be white and match. I remember her making testimony that that isn't what you actually wanted. You even chose something else and you have been very accommodating to what that is. You have children. How old are your children? I was just curious.

Ms. Sweeney:

Seventeen down to four.

Ms. Halpenny:

Ok. So, the fact that you know at some point in time you want to have it be safe and have enough space in your home and you are taking something that wasn't in great condition, let's face it in the beginning, and you are investing all of this money into it, it's not even aesthetics, we are talking about safety and inclement weather? If there is not something. We can all say we interpret but I come back to written. If there is not a written, and maybe I am wrong and there is, that says it has to be 50% of the time, if you do it 10% of the time, you know what I am saying, where is the interpretation in the law, the letter of the law, that says that it has to be a certain percentage.

Mr. Buening:

I think the breezeway definition is pretty clear in what it says. It has to be an open sided structure.

Ms. Halpenny:

But it is open sided.

Mr. Buening:

No, it is not. In my opinion I do not think so.

Ms. Halpenny:

And I understand. But from an architectural standpoint it is an open breezeway if you just take the accessory, you can put curtains out there. I am joking, but not really. You could literally just take something else if you get denied and put something there to make your kids feel safe. You could put a tarp up there. You can't say they can't. Do you follow what I am saying? I feel like we are getting so caught up in interpretations and definitions.

Mr. Buening:

That is what we have to do.

Ms. Halpenny:

Right. But the historical society recommended this.

Mr. Buening:

We have to decide this.

Ms. Halpenny:

I understand. But the historical. When you have a group that you look to for guidance. They spoke out and they supported it. So, I feel like these people made a decision based on, and again everything that we saw from a legal standpoint, they made a decision on what they thought was going to happen because it made sense. And then they sold their home and now they are investing money into this other home with children and they are just looking for something safe. So, again one last time, you worked on this hand in hand with the Zoning Department here, the historical people, is there anything else that anyone has recommended to you that you could have done differently on this breezeway situation? Was there anything else?

Ms. Sweeney:

There is no other material. There is nothing. We even went so far as to look at it again. Let's see if can move walls to compress bedrooms even smaller. We already have three children in one-bedroom guys. Trust me we are in a small tiny apartment for the time being. We want to move in. We have followed ever rule. Every rule. These foldable glass panels are expensive. Do we want to spend that much? No. But we were told that then we would be able to move and have this home.

Ms. Halpenny:

And I have seen in other states. I mean I have rented a home in Napa. These are used all the time. So, I think the fact that when Zoning Code is written, they are written one way and then the technology advances and everything else and it's not always going to be hand in hand with definitions and interpretations. So again, I am just curious, but it seems like you have done everything asked of you.

Chairman Rullman:

Does anyone else have any questions? (None heard.) We will open it up to public comment.

Charles Izzo, 312 N 2<sup>nd</sup> Ave.:

Mr. Chairman, my name is Charles Izzo and I reside with my wife at 312 N 2ND AVE. Our home in located in the original ST. Charles Historic District in Sec 33 Lot (s) 1-4 and share a boundary line of approx. 50 ft with 303 N 3RD Ave. Before I begin my remarks, I would like to take an opportunity to recognize and thank Mr. Russell Colby, STC Director of Community Development for his timely and professional response to pertinent questions and concerns raised by some commissioners and neighbors as to whether or not the breezeway enclosure in question complies with the STC zoning ordinance definition. Mr. Colby's response was timely, factual, and based on St. Charles Municipal Codes and Definitions. He took into account in reaching his interpretation that this type of design using Nana Walls that have not been previously proposed for the use in an enclosed breezeway, despite what members of the Historic Preservation Commission (HPC) and city employees in Community Development office may have communicated to the petitioner who stated multiple times in previously testimony " I had agreement with HPC and Community Development (R. Hitzman) dating back to Fall of 2022 that this was a viable option. SO WHERE IS THE AGREEMENT?

I have (2) letters from Mr. Colby to M/Ms Sweeney dated June 19, 2023 and to the Zoning Board of Appeals (ZBA) on July 14, 2023 which I assume have been received and read by the ZBA board prior to this meeting. I wish to submit copies of

both into evidence as part of the record. I have copies for each member to distribute, whom shall I hand these off to Mr. Chairman? Additionally, I offer a letter from Michael Dixon, FAIA Historical Preservation Architect that I also wish to offer into evidence as part of the record. Many of you in this chamber know and have most likely worked with Mr. Dixon in the past. He was instrumental in helping create the St. Charles Historic Districts and for promoting “responsible” restoration of Historic homes and structures. This same letter was presented to the HPC at its meeting on April 19th but was never entered into the official record or taken under consideration by the Chairperson nor Co-Chairperson. If you would like I can read it to you or take a moment for you to read. I have copies for each member to distribute, whom shall I hand these off to Mr. Chairman? So what is the issue before us this evening? It's pretty straight forward. The St. Charles Municipal Code is “crystal clear “ in its definition of a Breezeway:- A ROOFED, OPEN SIDED STRUCTURE THAT CONNECTS A PRINCIPLE BUILDING WITH AN ACCESSORY BUILDING. There is no ambiguity here! The St. Charles City Code, all of it, is a legislative document that has been approved by City Council and ONLY the City Council has the authority to change it. If the ZBA wishes to “RE-INTERPRET” the Municipal Code Definition of a Breezeway then the proper procedure would be to work through the Director of Community Development’s office and present to the STC City Council which is where it belongs. The ZBA does NOT have the jurisdiction or authority to amend or interpret municipal codes and definitions but only make recommendations. The question at hand is the use of the “proposed” Nana Walls on the open sides of the breezeway which constitutes an “ENCLOSED” structure as referenced in Mr. Colby’s letter d. 6/19/2023 to M/Ms Sweeney. I spoke to the company that manufactures these units and learned:

- the glass wall units are anchored and enclosed in permanent tracks (top/bottom)
- The floor to ceiling window sections weight several hundred lbs ea.
- The glass walls in most designs is at least 1/2” thick

The matter before you this evening is an “UNPRECEDENTED” situation that occurred in part because a few individuals in HPC and the Community Development office took it upon themselves to interpret city codes, find “workarounds” to circumvent ordinances, and advocate on behalf of the petitioner from Fall of 2022 thru today without consideration for impacted neighbors who reside in the historic district and others that expressed concerns about size, scope and overall impact in this neighborhood. Please remember, the variation application submitted by the Sweeney’s was requesting a reduced yard setback and increased building coverage. These requests were based on an interpretation that the breezeway was enclosed and therefore the garage was “attached”. The variation was recommended for approval by the HPC on 4/19/2023. The application was heard by THIS board on May 4, 2023 and DENIED. Please don’t be deceived tonight by the appeal filed by M/Ms Sweeney to reverse the interpretation by the Director of Community Development of Municipal Code Section 17.30.030 which defines the definition of a breezeway for their project at 303 N 3<sup>RD</sup> Ave. Matt Sweeney knew exactly what he was doing from the start. He is not a “naïve 1st time” homeowner acting as a general contractor. He is an established builder/remodeler in his family business - Red Oaks Builder in Geneva who has worked extensively in the Tri-City area. Common sense says this last plea is a hardship he self created. As I conclude my remarks I ask the “what” question! What if the ZBA makes a decision and votes to void the Director of

Community Development's interpretation and allows the use of the Nana Walls? What impact will that have on the ZBA's decision to deny the original request for setback and overbuild? The "Genie is out of the bottle". I hope one of you have the answer to get it back in! So, what is our ask? We ask that the Zoning Board of Appeals support the Director of Community Development's interpretation of the STC Municipal Code 17.30.030 "Breezeway" definition or direct Mr. Sweeney to pursue a code change to this ordinance following the proper protocols. Thank you Mr. Chairman and Committee for your time this evening!

Dr. Steve Smunt, 403 S. 6<sup>th</sup> St. (Vice Chair, Historic Preservation Commission):  
The Historic Commission did review the letter from Mr. Dixon. I am friends with Mike (Dixon) and I respect him, but he was not at any of the Historic Commission meetings. I was. The Sweeney's have worked with the Commission to come up with a design that is architecturally appropriate and preserves the main Historic structure. All they are asking for is a little relief in coverage to allow space to work for their family. The Historic Commission approved the COA because we felt it met the definition of breezeway given to us. All they are asking for is relief and I believe it should be granted.

Mr. Izzo:

Mr. Dixon lives in Florida and that is why he was unable to attend the Historic Commission meetings. It would have been impossible for him to do so.

Tom Pretz, 214 Chestnut Ave:

The Historic Commission was not unanimous in their vote.

Mr. Izzo:

Tom (Pretz) is on the Historic Commission and he voluntarily recused himself from the vote. There is another Commission member on the board who also lives in the neighborhood and she did vote.

Mr. Pretz:

The vote was not 5-0 because I didn't vote, but I would have voted no.

Ms. Halpenny:

So, there is another Historic Commission member who lives in the neighborhood and they voted for the COA and variance?

Mr. Pretz: Correct

Ms. Halpenny:

Thank you. That information helps me feel better about my decision.

Paul McMahon, 304 Chestnut Ave.:

This house does not fit on the lot. I live across the street and I am looking at 70ft of house on a small lot because he (the applicant) is trying to get the biggest house he can. I don't believe these doors should be allowed since it doesn't meet the definition of a breezeway. They enclose the structure and make it one big house.

Mr. Sweeney:

Can I just address the comments? This is about safety. We have worked with the Historic Commission and the Zoning staff to come up with this solution and were told that this would work. Then when we went for a COA everything changed. We are just looking to add these doors to use sometimes to shield us from the elements and provide safety for our family.

Ms. Sweeney:

We followed every rule. We did everything we were told. We were under the impression that everything was good. We made changes to our plans so we would comply and wouldn't have to come before you. We sold our large house in Campton Hills so we could buy this house. We are living in a 3-bedroom apartment. We would have never sold our house if we thought there was a chance of this happening. What are we supposed to do?

Mike Sweeney:

I am the President of Red Oak Builders in Geneva. I have worked with Historic Commissions before and they (the applicants) have done everything asked of them. I believe that when you buy a property you have the right to do whatever you want with that property as long as it is to Code. This seems like a case where the neighbors, are just against anything happening with the property, that was run down and really needed work, are being vindictive about the process and anything being proposed. I guess they wanted it to remain a boat yard.

Public Comment was concluded.

Chairman Rullman:

The Board can discuss the application.

Mr. Buening:

I think where I am at with this is that the Nano-doors are walls and are not considered a breezeway. Since a breeze cannot go through it and thus the purpose of a "breezeway". Regardless of what percentage the doors are open, it is still an enclosed structure.

Chairman Rullman:

Should we move forward with a motion or table.

Ms. Halpenny:

I would like to table this application until the next meeting where we can have a full board.

Chairman Rullman:

You need a second.

Ms. Flamand:

I second.

Chairman Rullman:

Secretary can you call the roll?

Mr. Buening:

Halpenny- Yes  
Buening- No  
Flamand- Yes  
Rullman- No.

Motion failed.

Chairman Rullman:  
Do we have another motion?

Mr. Buening read a motion:

WHEREAS, it is the responsibility of the St. Charles Zoning Board of Appeals to review all applications for appeals; and

WHEREAS, the St. Charles Zoning Board of Appeals has reviewed File **A-1-2023**, dated **7-7-23** and received **7-20-23**, from **Matthew and Bernadette Sweeney** for the appeal of the interpretation of “Breezeway” found in section 17.30 “Definitions” in the City’s Zoning Code.

AND based on the application submitted and provided testimony, the St. Charles Zoning Board of Appeals **AFFIRMS** the interpretation of the Community Development Director.

Chairman Rullman: Seconded. Please call the roll

Mr. Buening:

Halpenny- No  
Buening- Yes  
Flamand- No  
Rullman- Yes

It is a 2-2 tie. So, the motion does not pass and the interpretation of the Director of Community Development stands.

Ms. Sweeney:

What is happening? Why were there extra votes. We don’t understand what is going on.

Mr. Buening:

So, there was a motion made by Ms. Halpenny that had a vote of 2-2 which was a tie and therefore did not pass. Then I made a motion to affirm the Community Development Director’s decision and that had a vote of 2-2 which was also a tie. Since you need four votes to confirm a motion, which is what I explained at the beginning, the Director’s interpretation stands.

Ms. Sweeney:

But we asked to have the item tabled.

Mr. Buening:

You did? I did not hear you. (Directed towards Mr. Rullman) Did you hear her?

Chairman Rullman:

I did not.

Ms. Halpenny:

I heard her. I heard her ask for it to be tabled and that is why I made the motion. I wouldn't have made the motion if they didn't ask for it.

Mr. Buening:

(Directed towards staff) Did you hear her ask to table it?

Mr. Colby:

I wasn't directing my attention to the applicant, but I did not hear her. But I will say that typically the Board will directly ask the applicant if they wish to table the item before taking any action.

Ms. Hitzemann:

I also did not hear her.

Brian Graf, 515 Walnut St.:

It is typical for the Board to directly ask the applicant if they want to table the item. That is what happened at the last meeting with the variance and what should have happened here.

Mr. Buening:

I am willing to amend my vote to table the item. I did not hear the applicants request to table, so that is why I voted no. I will believe that she requested it and will agree to table.

Chairman Rullman:

I will also agree to table the item until the next meeting.

Chairman Rullman:

The item will be tabled until the next meeting. When is that?

Ms. Hitzemann:

August 24<sup>th</sup>

Mr. Buening:

I will not be here.

Ms. Halpenny:

I will also be out of town that day.

Chairman Rullman:

When is the September meeting.

Ms. Hitzemann:

September 28<sup>th</sup>.

Chairman Rullman:

The item will be tabled until the September 28<sup>th</sup> meeting.

**6. PUBLIC COMMENT - None**

**7. ADDITIONAL BUSINESS FROM BOARD MEMBERS OR STAFF-None**

**9. ADJOURNMENT**

**Mr. Buening made a motion to adjourn at 8:30 p.m. Seconded by Ms. Halpenny. Approved unanimously by voice vote. Motion Carried.**