 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	HISTORIC PRESERVATION COMMISSION AGENDA ITEM EXECUTIVE SUMMARY			
	Agenda Item Title/Address:	COA: 5 S 2 nd Ave.		
	Significance:	Significant		
	Petitioner:	Joseph Freeman		
	Project Type:	Trash Enclosure		
	PUBLIC HEARING		MEETING 4/3/24	X
Agenda Item Category:				
	Preliminary Review		Grant	
X	Certificate of Appropriateness (COA)		Other Commission Business	
	Landmark/District Designation		Commission Business	
Attached Documents:		Additional Requested Documents:		
Application, plans, photos				
Project Description:				
<ul style="list-style-type: none"> Install section of 6' tall dog ear style wood fence for trash enclosure. Enclosure will have a gate. 				
Staff Comments:				
Recommendation / Suggested Action:				
<ul style="list-style-type: none"> Provide feedback and recommendation on approval of the COA 				

APPLICATION FOR COA REVIEW
HISTORIC PRESERVATION "CERTIFICATE OF APPROPRIATENESS"



ST. CHARLES
SINCE 1834

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT / CITY OF ST. CHARLES

(630) 377-4443

To be filled out by City Staff

Permit # 2024-01859 Date Submitted: 3/21/24 COA # _____ - _____ Admin. Approval: _____

APPLICATION INFORMATION

Address of Property: 5 S 2nd Ave

Use of Property: Commercial, business name: Northern Green Holdings LLC
 Residential Other: _____

Project Type:

- | | | |
|---|---|---|
| <input type="checkbox"/> Exterior Alteration/Repair
<input type="checkbox"/> Windows
<input type="checkbox"/> Doors
<input type="checkbox"/> Siding - Type: _____
<input type="checkbox"/> Masonry Repair
<input type="checkbox"/> Other _____
<input type="checkbox"/> Awnings/Signs | <input type="checkbox"/> New Construction
<input type="checkbox"/> Primary Structure
<input type="checkbox"/> Additions
<input type="checkbox"/> Deck/Porch
<input type="checkbox"/> Garage/Outbuilding
<input checked="" type="checkbox"/> Other <u>Fence</u> | <input type="checkbox"/> Demolition
<input type="checkbox"/> Primary Structure
<input type="checkbox"/> Garage/Outbuilding
<input type="checkbox"/> Other _____
<input type="checkbox"/> Relocation of Building |
|---|---|---|

Description:

Install trash privacy fence at the southwest gangway of building

Applicant Information:

Name (print): Joseph Freeman
Address: 30w075 Whitney Rd West Chicago 60185
Phone: 630-675-9937
Email: n.greeninvest@yahoo.com

Applicant is (check all that apply):

<input type="checkbox"/> Property Owner
<input type="checkbox"/> Business Tenant
<input type="checkbox"/> Project contractor
<input type="checkbox"/> Architect/Designer

Property Owner Information (if not the Applicant)

Name (print): Northern Green Holdings LLC
Address: _____
Signature: Joseph Freeman

APPLICANT/AUTHORIZED AGENT SIGNATURE

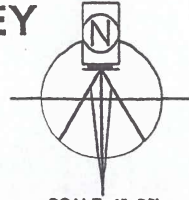
I agree that all work shall be in accordance with the plans, specifications and conditions which accompany this application, and I have read and understand the Historic Preservation COA General Conditions.

Signature: Joseph Freeman Date: 3/21/2024

ALTA/NSPS LAND TITLE SURVEY

D.F.L.S.

DALE FLOYD LAND SURVEYING L.L.C.
 2600 KESLINGER ROAD SUITE A
 GENEVA, ILLINOIS 60134
 PHONE: 630-232-7705 FAX: 630-232-7725
 E-MAIL: DFLS @SBCGLOBAL.NET

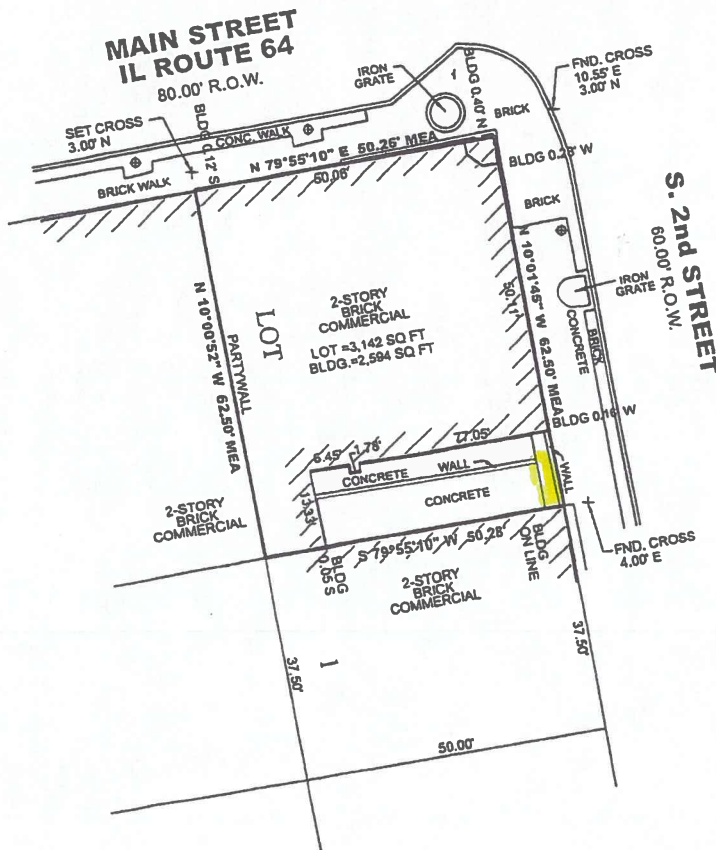


SCALE: 1"=20'



LOT 1 EXCEPT THE SOUTH 37.5 FEET THEREOF, IN BLOCK 2 ORIGINAL TOWN (NOW CITY) OF ST. CHARLES, KANE COUNTY, ILLINOIS

COMMONLY KNOWN AS: 115-119 E. MAIN STREET, ST. CHARLES, ILLINOIS



AREA MAP



ALTA/NSPS TABLE A ITEMS

- ITEM 1) MONUMENTS HAVE BEEN SET OR FOUND AS NOTED ON THE PLAT
- ITEM 2) ADDRESS IS NOTED BELOW THE LEGAL DESCRIPTION
- ITEM 7a) BUILDING DIMENSIONS ARE NOTED ON PLAT
- ITEM 7b1) BUILDING SQUARE FOOTAGE IS NOTED ON PLAT
- ITEM 8) OBSERVED FEATURES ARE PLOTTED AND NOTED ON PLAT

CHICAGO TITLE INSURANCE COMPANY

- COMMITMENT NO. 23006312GV DATED: JULY 25, 2023
- SCHEDULE B, PART II ITEMS:
- ITEMS 1-16) NOT SURVEY RELATED
- ITEM 17) PARTYWALL NOTED ON PLAT
- ITEMS 18-24) NOT SURVEY RELATED

LEGEND

- FND.I.R. = FOUND IRON ROD
- FND.I.P. = FOUND IRON PIPE
- X--- FENCE
- BLDG. TIE
- BLDG. LINE
- EASEMENT
- ⊕ SIGN
- ⊗ LIGHT BASE

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY THE SAME AND AT ONCE REPORT ANY DIFFERENCE.

JOB NO. 423-68



License expiration date 11-30-2024

FIELD WORK COMPLETED: 5-11-2023

PREPARED FOR: ATTY. JOHN HOSCHEIT

STATE OF ILLINOIS
 S.S.
 COUNTY OF KANE

CERTIFY TO:
 CHICAGO TITLE INSURANCE COMPANY
 B ASSETS, LLC, AN ILLINOIS LIMITED LIABILITY CO.
 NORTHERN GREEN INVESTMENTS, LLC

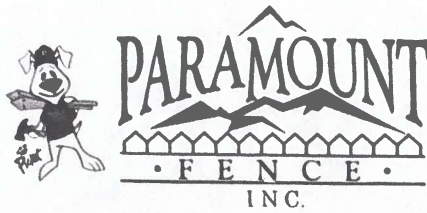
THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 7a, 7b1, 8 OF TABLE A THEREOF.

WE, DALE FLOYD LAND SURVEYING L.L.C., A PROFESSIONAL DESIGN FIRM, LICENSE NO. 184-004128 DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GENEVA, ILLINOIS 8-16 A.D. 2023

[Signature]
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-003908



NOTES
Steel posts + steel frame
with wood attached

*All pricing below is for check or cash.
3.26% more for credit cards or the financing.
A \$75.00 NSF Fee will insure on all returned checks.

Proposal & Contract

County Kane
Township (if unincorporated)
Cross Street
Subdivision
Company

557A S River Street (Route 25) • Batavia, Illinois 60510
630.406.8410 • 847.628.5502 • 815.455.8050 Fax 630.406.8423
ParamountFence.com

Date 12/04/2023
Referred By Google
Salesperson Marcos

Name Joe Freeman
Street Address 5 S 2nd Ave
City St-Charles State IL Zip Code 60174
E-mail (630) 675-9937

JOB AMOUNT \$ 3,450
DEPOSIT \$ 1/2
BALANCE DUE \$

CIRCLE PAYMENT
 CHECK CREDIT CARD
 CHECK CREDIT CARD FINANCED

Jobsite Name:
Address:
City:
Jobsite Contact Name:
Contact Phone Number:

CIRCLE ALL THAT APPLY

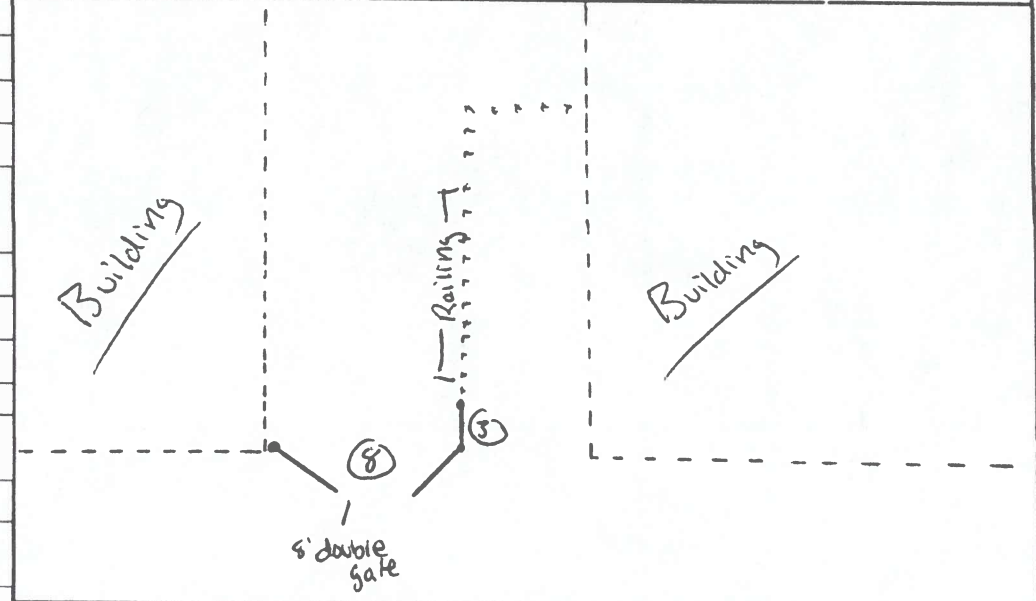
PLAT OF SURVEY: NEEDED NOT NEEDED
PERMIT: NEEDED NOT NEEDED
CUSTOMER TO OBTAIN WE OBTAIN, CUSTOMER PAYS
HOMEOWNERS ASSOCIATION APPROVAL:
CUSTOMER TO OBTAIN NOT NEEDED

* VISA MasterCard DISCOVER AMERICAN EXPRESS

CARD#
EXPIRATION DATE
CVC2 #

Install 11' of 6' tall solid dog ear with 1x6x6 Dog Ear boards,
3-2x4x8's per section and hung from 4" O.D 5540 BLACK posts.
1- 8' double drive gate w/ 1 1/2" black frame + wood attached to frame
All western red cedar + stick built on site
5 year workmanship warranty
Haul away spoils
All posts welded to 5x8" plate + mounted to concrete.

FINANCED		
6 MOS	9 MOS	12 MOS
FT. <u>11'</u>	HGT. <u>6'</u>	GA/COLOR
TERMINALS <u>4"</u>	LINE POSTS	TOP RAIL
TENS WIRE:	BRACING:	MID RAIL:
TOP	YES	YES NO
BOTTOM		BOTTOM RAIL:
SINGLE	GATES	POSTS
DOUBLE <u>1-8"</u>		POSTS
CANTILEVER / ROLLING		POSTS
LEVEL ON TOP	<input checked="" type="checkbox"/> FOLLOW GRADE	
TAKE DOWN _____ FT.	HAUL AWAY _____ FT.	
CONCRETE / ASPHALT BREAKS #		
GENERATOR	CONCRETE SAW	
ROCK DRILL	WATER TANK	
CORE DRILL	COMPRESSOR	
BOARD SIZE	<u>6"</u>	
POST SIZE	<u>4" 5540</u>	
FACE NAIL	<input checked="" type="checkbox"/> OE-NAIL	
HAUL AWAY	DIRT	LEAVE IN PILES
	SPREAD	



OPTIONS

Dirt Removal Add \$ included
Take Down and Haul Away Old Fence Add \$ _____
_____ Add \$ _____

- Customer to read following to place order:**
- 1) Paramount Fence to call J.U.L.I.E.
 - 2) Customer to obtain all needed MUNICIPAL PERMITS & ASSOCIATION APPROVALS
 - 3) Paramount Fence will need a signed contract, plat of survey, permit # (if applicable), and appropriate deposit (as outlined above) before work will be scheduled.
 - 4) Installation dates are always weather permitting.
 - 5) I hereby accept the terms and conditions on both sides of this contract.
 - 6) Customers sometimes have to follow up with dirt or sod after installation.
 - 7) CUSTOMERS TO CALL PERMIT # INTO OFFICE (IF APPLICABLE)
 - 8) Changes initiated by the customer, after "Approved & Accepted" date, could result in a \$250 Contract Change Fee + Re-stock Fee.

APPROVED & ACCEPTED
Joe Freeman
Customer's Signature _____ Date _____
Customer's Signature _____ Date _____

Marcos
Company Representative _____ Date 12/04/2023
Paramount Fence, Inc.

Initial _____ Paramount Fence Inc. is not responsible UNDER ANY CIRCUMSTANCES, for damages to private utilities and/or any other buried lines or objects not professionally located by J.U.L.I.E. or Digger, including but not limited to: sprinkler systems, drain tiles, private gas, private electric, pool equipment lines, invisible pet fence, landscape lighting, private water, septic system, etc. Please read back of contract for further details.

*Pricing expires midnight on 12/15/2023
(On back, see two bottom paragraphs for details)

(Revision 6/2023)

Proposal, Contract and Warranty Information

The company, Paramount Fence, Inc. hereafter known as PFI, is obligated only by what is written in this Contract: NO oral contracts, verbal agreements or specifications are valid unless stated in writing on other side. PFI agrees to furnish materials for, and install fence as described on other side. The Purchaser authorizes work to commence and agrees to pay the full price described above. PFI assumes no responsibility for damage, incidental consequential, or otherwise, resulting from products purchased, use of products purchased, or any hardship or loss associated with faulty materials or installation. In the event the purchaser requests the new fence be attached to an existing structure, PFI cannot extend warranty to existing structure(s) that above fence is attached to. PFI agrees to guarantee the above fence to be free from defects in material for one year and workmanship for five years, with the exception of gates, which are guaranteed for six months. Gates will need to be adjusted from time to time. Adjustments are the responsibility of the customer, after the warranty has expired. PFI does not assume responsibility for damage to fence that is out of our control, such as acts of God, vandalism, abuse, wind damage, storm damage, and improper use. PFI's warranty is only valid for the purchaser of above fence and cannot be transferred, unless otherwise specified in this contract. PFI reserves the right to affix a permanent badge(s) to the installed fence unless otherwise specified by the purchaser in writing. PFI will assist the purchaser, upon request, in determining where the fence is to be erected. Under NO circumstances does PFI assume any responsibility concerning the actual property lines or in any way guarantee their accuracy. Prior to commencement of work, Purchaser shall provide PFI with a current and accurate plat of survey detailing all property lines. PFI will attempt to find property pins. If property pins or stakes cannot be located, it is recommended that the purchaser have a licensed surveyor find or place property pins. PFI is not responsible for any damages, direct or consequential, resulting in whole or in part from inaccuracies in the survey or design document or unavailability of survey or design documents prior to installation. The purchaser hereby assumes full responsibility for the location of property lines, upon which fence is to be installed, and agrees to hold PFI harmless from all claims, trespasses, or controversies arising from questions regarding the survey, property line or location of the fence installation. The purchaser assumes full responsibility for any stolen material or damage caused by vandalism to the fence or fence materials during the construction process and agrees to issue against said loss. PFI cannot guarantee absolute containment or privacy of fence installed. Purchaser is responsible for all permits and other authorizations, including homeowners association, required by applicable law in conjunction with installation of the fence pursuant to this Contract. Purchaser is responsible for notifying PFI of any restrictions or rules that need to be adhered to at least five (5) business days prior to installation. If PFI obtains the permit, PFI retains the right to charge the customer the cost of the permit. PFI is not liable for any costs direct or consequential from failure of Purchaser to get permit or authorization to notify PFI of any restrictions that need to be adhered to during installation. Purchaser is responsible for scheduling the final inspection for fence. PFI will assume the responsibility for having underground public utilities located and marked. However, PFI assumes NO responsibility for unmarked sprinkler, gas, electric, invisible pet fence, pool equipment lines or any other unmarked buried lines or objects. Unforeseen and excessive buried obstructions such as buried concrete, asphalt, brick, etc. may require time and equipment to remove or work around and may be subject to additional charges for any extra work not covered by this Contract, that are requested by the Purchaser, will be added to the Contract price. The full amount of this Contract, along with any additional charges will become due upon completion of all work whether or not it has been invoiced. Employees of PFI are fully covered by Workmen's Compensation Insurance. The property owner is to carry other necessary insurance including general liability, fire, tornado and hazard insurance.

All materials remain the property of PFI, who retains the right to remove them, until all invoices and Contracts pertaining to this job are paid in full. By virtue of PFI's rights under this Contract, PFI retains all rights and remedies available to it under Illinois Law for the failure to pay as outlined in this Contract, including but not limited to the right of replevin and the right of access and removal is hereby granted to PFI in the event of non-payment under the terms of this Contract. Payment in full is due ten (10) days following installation of the fence. Purchaser agrees that any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month. In addition, if Purchaser fails to make any payment when due, PFI may place the account with an agency and/or attorney for collection and Purchaser agrees to pay all agency fees, and/or reasonable attorney's fees and costs, and all other amounts expended or incurred by PFI in the enforcement of the Contract if PFI is the prevailing party. Furthermore, PFI may record and enforce a mechanic's lien against the property on which the fence was installed in accordance with the Illinois Mechanic's Lien Act, as amended. Customer failure to pay, in accordance with the payment terms of this contract, voids all warranties. The purchaser may cancel this transaction, in writing delivered to PFI at the above business address, at any time prior to midnight of the third business day after the date of this transaction. The purchaser agrees that if this Contract is cancelled, after the initial 3 working day period, and before any work has commenced, a penalty equal to 25% of the total Contract price will be assessed as a service charge and restocking fee, and immediately payable to PFI.

Seasoning of Wood

All woods, regardless of the species, are subject to a condition called checking. Checking is a condition for which splits will develop in the posts, 2x4's, and boards. This is a naturally occurring condition that is the result of the drying process for which wood will check (split) and should not be considered defective, as this is industry standard. The resulting check mark happens up to one year after installation and will not grow any larger over time.

Utilities

PFI will contact J.U.L.I.E. and wait the required time limit before digging. If PFI is digging within 18" of a marked utility line, by law, we have to hand dig the hole or holes. If PFI advises purchaser to move fence line in from property line, due to inability to dig on property line because of utility line locations and probable danger while hand digging, and purchaser INSISTS on PFI putting fence on property line, even though it is advised against, the purchaser will assume ALL liability for damages caused to known utilities. Sometime cables will go unmarked by utility companies. When this happens our installers are not warned that there is a line underground and cables can be damaged. If you notice that your lines have not been marked, please contact us ASAP at (630) 406-8410 so we can recall J.U.L.I.E. Whenever digging around or by utility lines, there is a chance that a cable or pipe may be damaged while digging. When there is damage, utility companies must come out and repair the damage. PFI has no control over how long the utilities take to come out and fix these lines. PFI has no control over the methods the utility companies use to fix the damage. Inconveniences may occur. If an underground utility line is damaged, PFI will not be financially liable for damage to landscaping, utility service inconveniences (e.g. down internet, no electric to refrigerator, A/C unit, etc.), etc. while waiting for and during the repair. In order not to have a chance of hitting lines, we can place your fence outside of the markings but within your property lines.

Landscaping, Obstacles and Freeze Thaw Cycles

Landscaping, i.e. trees, bushes, plants, etc. should be moved before the crew comes out. Our installers will try not to disturb your yard. However, when these things are on or around the fence line, there is little they can do. Trimming of trees and bushes are not usually included in the price. Please contact Paramount Fence, Inc. if you would like us to include that in the price. Please note we are not landscapers and will do what needs to be done to install your fence. All materials that are in the way of the installon must be moved by the customer, prior to the installon. Avoid placing bricks, blocks/landscape timbers, railroad ties, excessive mulch, etc. under fence as these items will push fence sections up and potentially pull posts up during freeze thaw cycles.

General Provisions

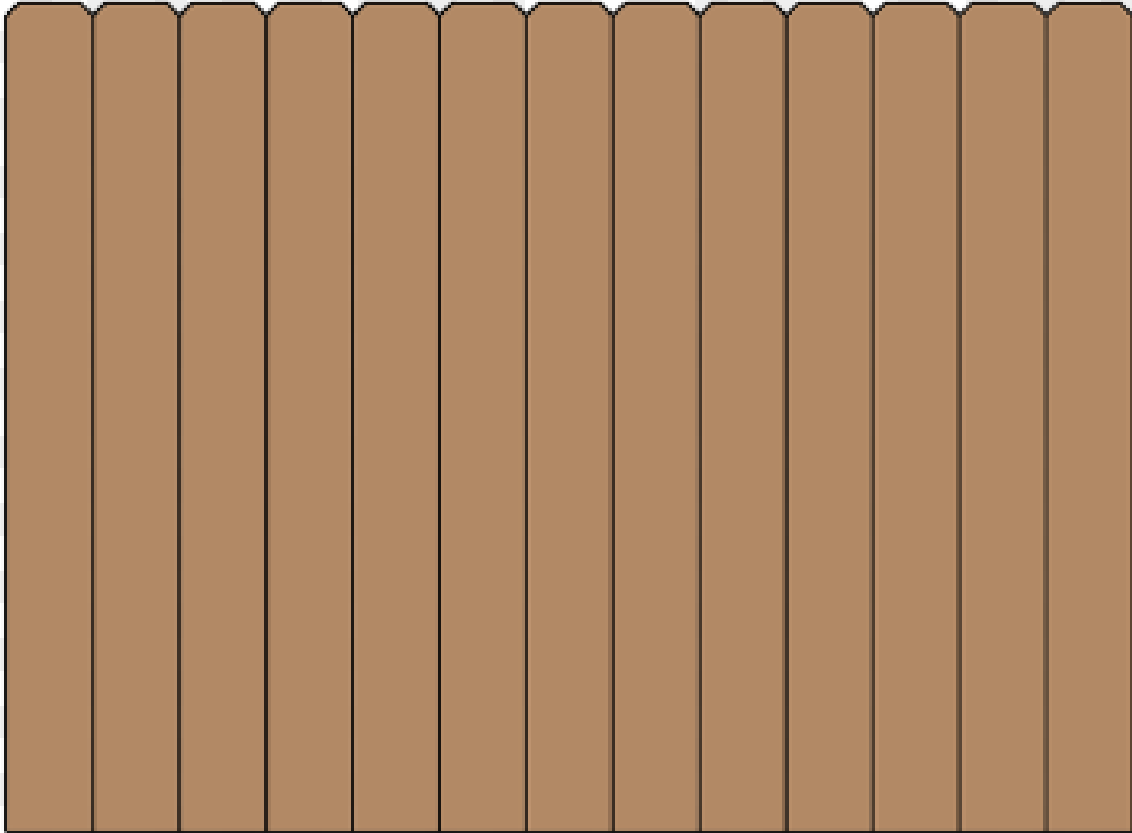
- (a) This Contract may be executed in one or more counterparts; each of which shall be deemed an original but all which shall together constitute one and the same Agreement.
- (b) This Agreement sets forth the entire final and exclusive Agreement and understanding of the Parties in respect to the matters.
- (c) Where signatures are required in or under this Agreement, facsimile signatures shall be accepted.
- (d) This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois. Venue and jurisdiction over all disputes arising under or in connection with this Agreement shall reside in the courts of Kane County, Illinois. The Parties consent to removal of any action filed elsewhere to the courts of Kane County, Illinois.
- (e) Nothing in this Agreement is intended to confer any right or remedy on any person other than the Parties hereto, and their respective heirs, successors and assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to any of the Parties hereto, nor to give any such third persons any right of action of subrogation against any of the Parties hereto.
- (f) The terms herein may not be modified or waived orally, but only by an instrument in writing signed by both a PFI representative and Purchaser.

Pricing Expiration Criteria

In order to lock in pricing the customer must have finalized contract with salesperson. Which typically includes meeting for a 2nd time to finalize the details, sign contract and give deposit for a fully executed contract. After expiration date call or email for revised price.

Unforeseen Circumstances

Due to material shortages, manufacturing restrictions and the overall increase in demand for fences, PFI reserves the right to delay, suspend or cancel the contract for circumstances beyond PFI's control, including but not limited to material & labor shortages, sudden increase in material cost, unavailability of materials, supplier delays, acts of god, etc. PFI also reserves the right to cancel the contract at it's sole discretion, if the customer does not obtain Homeowners Association approval (if needed) and/or municipality permit in an expeditious manner. In this unprecedented time, time is of the essence.



Solid Board Dog Ear



96"

4"x4"x 96" posts WRC
2"x4"x 96" top rail WRC
2"x4"x 96" middle rail WRC

2"x4"x96" bottom rail WRC
1"x6"x 6" Dogear Picket WRC;
0" spacing





CAUTION
KEEP OFF
DO NOT CLIMB
DO NOT OPEN LID
DO NOT REVERSE
DO NOT TILT

WARNING
DO NOT CLIMB
DO NOT REVERSE
DO NOT TILT

96 030907

PRIVATE
PROPERTY
NO TRESPASSING