AGENDA

CITY OF ST. CHARLES PLANNING & DEVELOPMENT COMMITTEE

ALD. ED BESSNER – CHAIRMAN

MONDAY, NOVEMBER 12, 2018 - 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 a Right-of-Way License Agreement between the City of St. Charles and Crystal Lofts, LLC regarding Crystal Lofts Townhomes, 214 S. 13th Ave.
- b. Presentation of a Concept Layout for the First Street Riverwalk and East Plaza.
- c. Recommendation to approve a Revised License Agreement with First Street Development II, LLC regarding Balconies on First Street Building #3.
- d. Recommendation to approve an Amendment to Title 15 of the City Code Pertaining to Recording Fees for Structures in Drainage/Utility Easements.
- e. Historic Preservation Commission recommendation to approve Historic Landmark Designation for 405 S 4th St., Colonel Francis Bowman House.
- f. Historic Preservation Commission recommendation to approve Historic Landmark Designation for 105 N 2nd Ave., Webster-Wing House.

5. ADDITIONAL BUSINESS

6. EXECUTIVE SESSION

- Personnel –5 ILCS 120/2(c)(1)
- Pending Litigation 5 ILCS 120/2(c)(11)
- 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)

7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

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).

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 4a
ST. CHARLES SINCE 1834	Title:	Recommendation to approve a Right-of-Way Licen Agreement between the City of St. Charles and Cry Lofts, LLC regarding Crystal Lofts Townhomes, 21 Ave.	
	Presenter:	Ellen Johnson	

Meeting: Planning & Development Committee

Date: November 12, 2018

Budgeted Amount: N/A Proposed Cost: N/A Not Budgeted:

Last year, the City approved the Crystal Lofts PUD and accompanying plans for redevelopment of the lamp factory building and site for residential townhomes. Modified plans were approved earlier this fall.

Due to the location of the existing building very close to the property lines along Indiana and S. 13th Avenues, certain private improvements project into the City ROW:

- 1. Entry stairs and canopy overhangs for each of the 14 units (projection into Indiana Ave. ROW).
- 2. Landscaping along the southern and western building walls (projection into Indiana and S. 13th Ave. ROW).
- 3. Electrical room adjacent to garage 1 (projection into S. 13th Ave. ROW).

An agreement has been drafted to grant Crystal Lofts, LLC, a license for maintaining the above listed projections per the PUD Preliminary Plans approved by the City.

The agreement terms are similar license agreements granted for First Street. Crystal Lofts, LLC, the property owner, will be responsible for maintaining the entry stairs/canopies, landscaping, and electrical room in a safe manner and in accordance with the City approved plans. Per the agreement, Crystal Lofts, LLC agrees to indemnify the City and provide insurance for the benefit of the City.

The City will retain the right to promulgate and enforce rules and regulations regarding the entrances, landscaping and electrical room.

The agreement runs with the land and would transfer to any successor owners, including any future owner's association.

Attachments (please list):

ROW License Agreement

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and Crystal Lofts, LLC regarding Crystal Lofts Townhomes, 214 S. 13th Ave.

Prepared by: City of St. Charles 2 E. Main St. St. Charles, IL 60174	For Recorder's Use Only
	For Recorder's Use Only
This RIGHT-OF-WAY LICENSE AGRE and entered into as of this day of Charles, an Illinois municipal Corporation, Kane "City"), and Crystal Lofts, LLC, an Illinois Limi "Licensee"); the City and Licensee are sometime Parties ("Parties") or individually as the Party ("I	e and DuPage Counties, Illinois (hereinafter ted Liability Corporation (hereinafter es hereinafter collectively referred to as the
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	nintain, occupy, operate and use public right-of-ways known
as Indiana Avenue ("Indiana Avenue	ROW") and S. 13 th Avenue ("S. 13 th Avenue ROW"), both
immediately adjacent to the Crystal L	oft Condominiums, Phase 1, recorded as Document No.
, on	, 2018 ("Crystal Lofts Property"); and

WHEREAS, Licensee owns the Crystal Lofts Property ("Licensee Property"), the southerly properly line of which abuts the Indiana Avenue ROW and the westerly property line of which abuts the S. 13th Avenue ROW, as illustrated on Exhibit "A"; and

WHEREAS, Licensee proposes to redevelop the existing structure on the Crystal Lofts Property into nine (9) residential townhome units and construct and develop five (5) additional residential townhome units adjacent to the east of the existing structure, which will include entry stairs and canopy overhangs for each of the fourteen (14) units projecting into the Indiana Avenue ROW ("Entry Projections"), landscaping along the southern and western building walls projecting into the Indiana Avenue ROW and the S. 13th Avenue ROW ("Landscaping Projections"), and an electrical room adjacent to Garage 1 projecting into the S. 13th Avenue ROW ("Electrical Room Projection"), pursuant to the plans approved by the City under Ordinance No. 2018-Z-31 and as illustrated on Exhibit "B"; and

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

- 1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.
- 2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Entry Projections solely within the limited area in the Indiana Avenue ROW, the Landscaping Projections solely within the limited area in the Indiana Avenue ROW and the S. 13th Avenue ROW, and the Electrical Room Projection solely within the limited area in the S. 13th Avenue ROW, pursuant to the City approved plans for and as illustrated on the attached Exhibit "B," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").
- 3. Licensee must construct and maintain the Entry Projections, Landscaping Projections, and Electrical Room Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.
- 4. The Entry Projections, Landscaping Projections, and Electrical Room Projection and the Encroachment shall not in any manner be expanded, added to or enlarged beyond the extent of the Entry Projections, Landscaping Projections, and Electrical Room Projection, and the Encroachment, as described herein and shown in Exhibit "B."
- 5. The Entry Projections, Landscaping Projections, and Electrical Room Projection, and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.
- 6. This Agreement shall terminate in the event that any of the following occur: (a) the primary structure located on the Crystal Lofts Property is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the primary structure, and the Licensee shall have failed to repair the primary structure within one hundred and eighty (180) days of said damage; (b) if the Entry Projections are ever removed and the Entry use terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, Licensor shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.
- 7. Licensee understands and agrees that the Entry Projections attached to the building and the Electrical Room Projection attached to Garage 1 shall remain in good structural condition at all times and that the use and enjoyment of the Indiana Avenue ROW pertaining to the Entry Projections and the S. 13th Avenue ROW pertaining to the Electrical Room Projection shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Entry Projections and the Electrical Room Projection to a good state of repair

and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Entry Projections or where it is attached to the building or to the Electrical Room Projection or where it is attached to Garage 1, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.

- 8. Licensee understand and agrees that the Landscaping Projections along the building wall on the Crystal Lofts Property shall be maintained in accordance with the City approved Landscape Plan as provided in Exhibit "B" and that the use and enjoyment of the Indiana Avenue ROW and the S. 13th Avenue ROW shall not be compromised in any unsafe or adverse manner. Should the Landscaping Projections not be maintained in accordance with the Landscape Plan to the City's satisfaction, or should the Landscaping Projections interfere in any way with the use and enjoyment of the Indiana Avenue ROW or the S. 13th Avenue ROW, the City shall have the right to perform or complete such work as to return the Landscaping Projects to a condition acceptable to the City. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.
- 9. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim or damages caused by or to the Entry Projections, the Landscaping Projections, or the Electrical Room Projection or the Encroachment, any respective parts thereof located within the or attached to the Crystal Lofts Property or within the Indiana Avenue ROW or the S. 13th Avenue ROW, or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

- 10. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Entry Projections, the Landscaping Projections, and the Electrical Room Projection and the Encroachment, to protect the health, safety and welfare of the public utilizing the Indiana Avenue ROW and the S. 13th Avenue ROW. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Entry Projections and/or the Landscaping Projections and/or the Electrical Room Projection and/or the Encroachment to comply with this provision.
- 11. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the Indiana Avenue ROW and the S. 13th Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee or the Encroachment.
- 12. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Entry Projections and the Landscaping Projections within the Encroachment within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within flirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.
- 13. The Encroachment when installed does not become a part of or an interest in the Indiana Avenue ROW or the S. 13th Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.
- 14. Licensee is responsible for the cost of installation, maintenance, and removal of such Entry Projections, Landscaping Projections, and Electrical Room Projection in the Encroachment and is responsible for any damage caused to the Indiana Avenue ROW and S. 13th Avenue ROW resulting from such installation, maintenance, and removal.
- 15. The terms of this Agreement are covenants running with the Crystal Lofts Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, including any future association for the Crystal Lofts Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.
- 16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

- 17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.
- 18. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.
- 19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, be invalid or unenforceable, the remainder of this License, or the application of such tern, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each tern, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this	day of	, 2018.		
	LOFTS, LLC Limited Liability Co	orporation		
By:				
Subscribed	and sworn to befor	e me this	day of	, 201
	Notary Public			
	ST. CHARLES, municipal corporation	on		
Ву:	Mayor			
Attest:	City Clerk			
	City Clerk			

Exhibit A:

Illustration of ROW and the Crystal Lofts Property

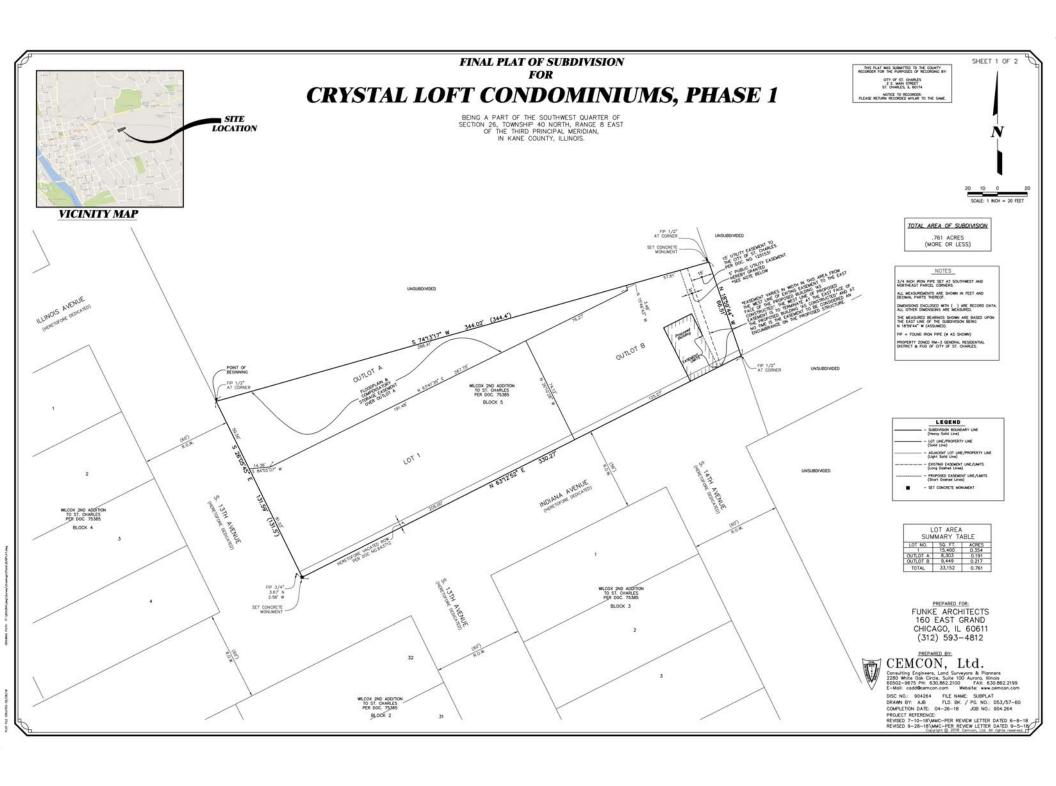
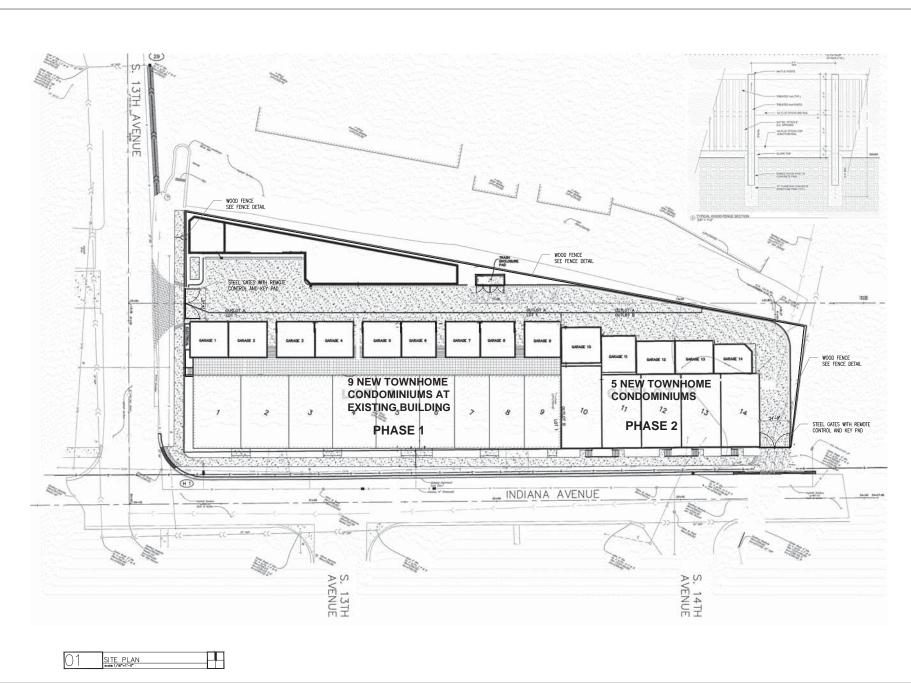


Exhibit B:

City Approved Plans Depicting Scope of Projections





CRYSTAL LOFT
TOWNHOME
CONDOMINUMS.
CONVERSION OF
EXISTING BUILDING TO:
9 TOWNHOMES AND
ADDITION OF 5 NEW
TOWNHOMES

214 S. 13TH AVENUE ST.CHARLES ILLINOIS 60174

OWNER: CRYSTAL LOFT TOWNHOMES LLC 1847 W. BERTEAU Chicago, IL 60614 T: 312.209.9502 michaelheyse@gmail.com

I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS WERE PREPARED UNDER MY PERSONAL SUPERVISION, AND THE BEST OF MY KNOWLEDGE, CONFORM WITH ALL PERTIMENT CITY CODES AND ORDINANCES



#001-017106

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10.08.18	ISSUED FOR PERMIT CORRECTIONS
NO. DATE	DESCRIPTION

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SITE PLAN

SIIE PLAN

A100

SHADE TREES	CODE	GTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	512E
\odot	OK	3	GYMNOCLAGUS DIOICA	KENTUCKY COFFEE TREE	0 & 0	2.5° CAL MIN	SINGLE STEM
DECIDUOUS SHRUBS	2002	QTY	BOTANCAL NAME	COMMON NAME	CONT	SPACING	SIZE
- 0	CI	-18	CORNUS SERICEA 'ISANTI'	ISANTI REDOSIER DOGWOOD		SEE PLAN	36" HT MIN
0	PJ	26	POTENTILLA FRUTICOSA "JACKMANI"	JACKWAN'S POTENTILLA		SEE PLAN	24" HT MIN
0	RG	20	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT		SEE PLAN	24" HT MIN
EVERGREEN SHRUBS	CODE	OTY	BOTANICAL NAME	COMMON NAME	CONT	BPACING.	<u>6/2E</u>
0	80	41	BUXUS X 'GREEN MOUND'	GREEN MOUND BOXWOOD		SEE PLAN	24" HT MIN
0	ar		JUNIPERUS SABINA "BLUE FOREST"	BLUE FOREST JUNPER		SEE PLAN	24" SPREAD
0	JP ·	29	JUNIPERUS CHINENSIS 'KALLAYS COMPACT'	KALLAY COMPACT PFITZER JUNIPER		SEE PLAN	24" HT MIN
DRNAMENTAL GRASSES	CODE	OTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	5/25
0	PH	109	PANICUM VIRGATUM 'HEAVY METAL'	BLUE SWITCH GRASS	1 GAL	24° OC	

PLANT SCHEDULE

PERENNALS	CODE	OTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
	cc	49	COREOPSIS X 'CREME BRULEE'	CREME BRULEETICKSEED	1 GAL	18° OC
	EA.	63	ECHINACEA PURPUREA 'ALBA'	WHITE CONEFLOWER	1 GAL	187.00
	BA	83	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	1 GAL	16" 00
	SP	67	SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME'	NEW ENGLAND ASTER	1 GAL	18° OC
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME			
	-2		800			
	os	**	DECORATIVE STONE MAINTENANCE STRIP			







CRYSTAL LOFT **TOWNHOME** CONDOMINUMS CONVERSION OF EXISTING BUILDING TO 9 TOWNHOMES AND ADDITION OF 5 NEW **TOWNHOMES**

214 S. 13TH AVENUE ST.CHARLES ILLINOIS 60174

OWNER: CRYSTAL LOFT TOWNHOMES LLC 1847 W. BERTEAU Chicago, IL 60614 T: 312.209.9502 michaelheyse@gmail.com

I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS WERE PREPARED UNDER MY PERSONAL SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, CONFORM WITH ALL PERTINENT CITY CODES AND ORDINANCES

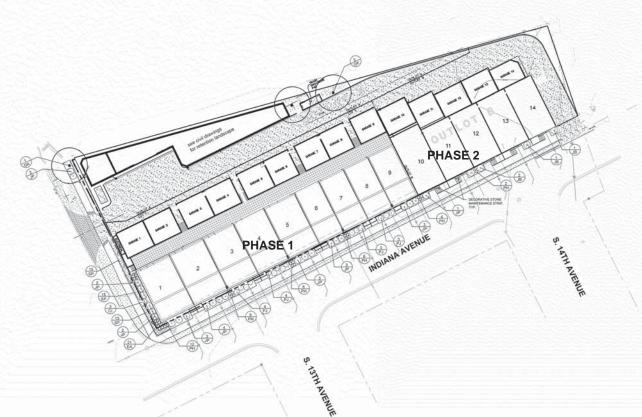


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ı	10.08.18	ISSUED FOR PERMIT CORRECTIONS
ı	NO. DATE	DESCRIPTION
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LANDSCAPE PLAN



LANDSCAPE NOTES

- ANUSCAPE NOTIES

 THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND
 PLANTS SHOWN ON THE LANDSCAPE PLAN THE CONTRACTOR IS RESPONSIBLE FOR THE
 COST TO REPAR UTILITIES, AUGLEPIT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT
 IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS OPERATIONS DURING
 INSTALLATION OF DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY
 LOCATIONS PRIOR TO ANY EXCAVATION.
 THE CONTRACTOR SHALL REPORT TAYY DISCREPANCY IN PLAN VS. FIELD CONDITIONS
 IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION
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- OF WORK
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES
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- CONTRACT.
 ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR

- ALL MURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL RISPECTION.

 AMENDED SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL, CONTRACTOR UP TO BUSINESS. STAR AND THE CHEST AND THE CHEST AND THE CHEST AND THE PROVIDED AND REAS PLANTING AREA SOIL SHALL BE AMENDED WITH 25% SPHANGUM PEATMOSS, 5% HUMUS AND 65% PULYERIZED SOIL FOR ALL SHRUB, GONMENTAL GESS, SPERENBAL AND AND AND AND AND THE PROVIDED THE REAS SOIL SHALL BE STANDARD TOPSON. SPERENBAL AND AND AND THE STAR AND THE S

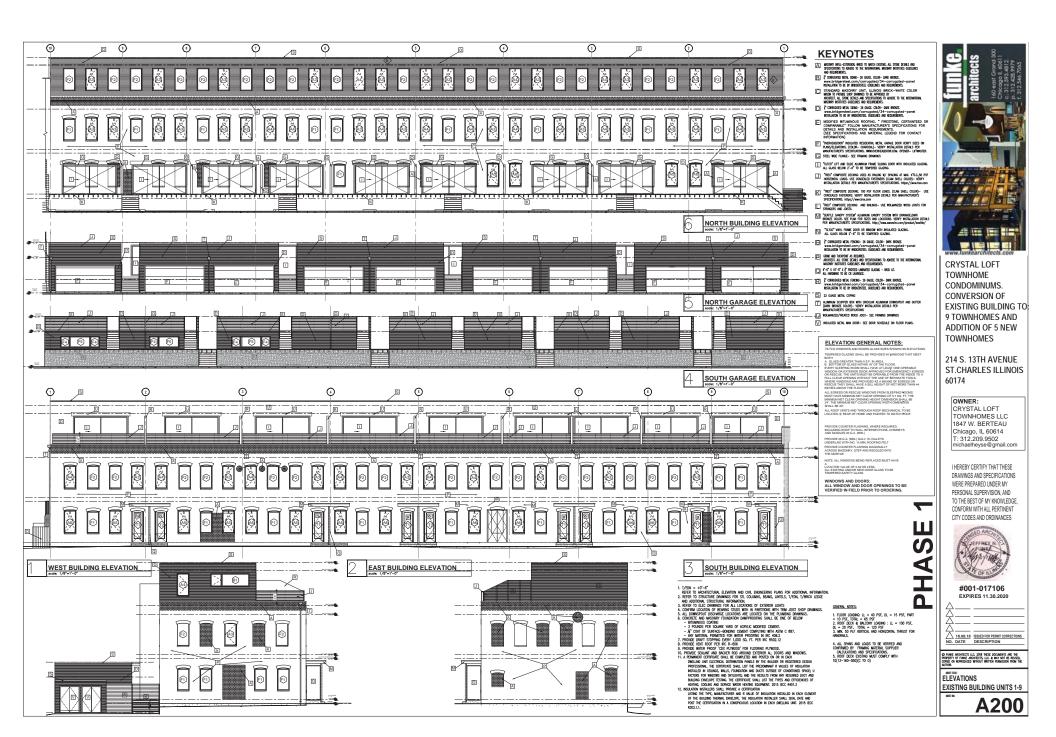
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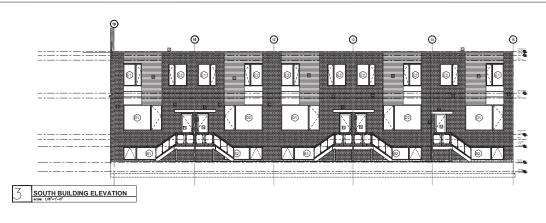
 11. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS
 ADJACENT TO THE SITE UNLESS OTHERWISE NOTEO ON PLAN.

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 JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING
 ALL PLANT QUANTITIES AS PRAYM.

 13. THE OWNERS REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED,
 DEFORMED, OR OTHERWISE ON OT EXHIBITING SUPERIOR QUALITY.

 14. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE
 REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE HANTIANDED AS
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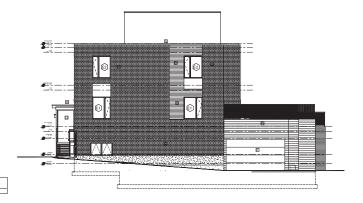






NORTH BUILDING ELEVATION

EAST BUILDING ELEVATION



KEYNOTES

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 (SEE SPECIFICATIONS AND MATERIAL LEGEND FOR CONTACT INFORMATION.)
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- "THEX" COMPOSITE DECKING USED AS PAILING W/ SPACING AT MAX. 4"CLC.50 PSF
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- TREY COMPOSITE DECKING, 100 PSF FLOOR LOADS, (CLAM SHELL COLOR)— USE CONCOLED FASIENERS, VERIFY INSTALLATION DETAILS PER MANUFACTURER'S SPECIFICATIONS. https://www.loen
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- ALUMNUM SCUPPER BOX WITH CRICILUR ALUMNUM DOWNSPOUT AND GUTTER (DARK BROINZE COLOR)— VERBY INSTALLATION DETAILS PER MANUFACTURERY'S SPECIFICATIONS
- MISULATED METAL MAN DOOR- SEE DOOR SCHEDULE ON FLOOR PLANS.

ELEVATION GENERAL NOTES:

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1. FLOOR LOADING: LL = 40 PSF, DL = 15 PSF, PART = 10 PSF, TOTAL = 65 PSF 2. ROOF DECK & BALCONY LONGING: LL = 100 PSF, DL = 20 PSF, TOTAL = 120 PSF 3. MIN. 50 PLF VERTICAL AND HORIZONTAL THRUST FOR MAINTDAWS

CRYSTAL LOFT TOWNHOME CONDOMINUMS. CONVERSION OF EXISTING BUILDING TO 9 TOWNHOMES AND ADDITION OF 5 NEW TOWNHOMES

214 S. 13TH AVENUE ST.CHARLES ILLINOIS 60174

OWNER:

CRYSTAL LOFT TOWNHOMES LLC 1847 W. BERTEAU Chicago, IL 60614 T: 312.209.9502 michaelheyse@gmail.com

I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS WERE PREPARED UNDER MY PERSONAL SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, CONFORM WITH ALL PERTINENT CITY CODES AND ORDINANCES



#001-017106 EXPIRES 11.30.2020

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10.08.18	ISSUED FOR PERMIT CORRECTION
NO. DATE	DESCRIPTION

ELEVATIONS **NEW BUILDING UNITS 10-14**

A210

	AGEND	A IT	EM EXECUTIVE SUMMARY	Agen	da Item number:	4b
AR R	Title:		sentation of a Concept Layo erwalk and East Plaza	ut for tl	ne First Street	
ST. CHARLES	Presenter:	Russ	sell Colby			
Meeting: Planning	& Developr	nent (Committee Date: Nov	ember 12	2, 2018	
Proposed Cost: TB	D		Budgeted Amount: \$1,300,000 (approximate)	1	Not Budgeted:	

First Street Building #2 (Riverloft) is currently under construction. Per the Redevelopment Agreement for the project, the City is to complete improvement of the remaining bi-level Riverwalk and East Plaza at the time of completion of Building #2, which is expected by late summer 2019.

Staff has developed the attached conceptual layout for the Riverwalk and East Plaza improvements and is presenting the plan for feedback. The final plans will be brought back for approval at a later date.

The Conceptual Layout generally continues the same design theme as the completed Riverwalk improvement along Building #3.

Significant features of the plan:

- Along the Riverwalk, curvilinear planting islands with integrated seating.
- For the East Plaza, a larger central open space for events or performances.
- Use of consistent decorative lighting, railings, brick paver patterns and accents.
- A green edge/buffer as an interim condition for potential future connection/transition to the vacant parcel to the north (former Manor lot- not owned by the City).
- Opportunities for fixed and interactive public art exhibits/displays.

Plan Commission reviewed the concept on 10/16/18 and primarily provided feedback on details of the plans that will be addressed in the final design:

- Consider how the East Plaza aligns geometrically with the existing West Plaza.
- Importance of pedestrian connections/routes/crossings.
- Importance of lighting, use of decorative fixtures, accent lighting; wall lighting for lower walk
- Potential for a water feature or other central focal point at the East Plaza stairs
- Shift performance structure to the south to be more centrally located in the plaza.
- Use of plants other than perennials for year round appearance; consider movable planters.
- Questions about grading within the plaza, building finished floor level, and transitions to the Riverwalk.

At the Plan Commission meeting, the Downtown St. Charles Partnership presented concepts for public art installations. An excerpt of the presentation materials is attached.

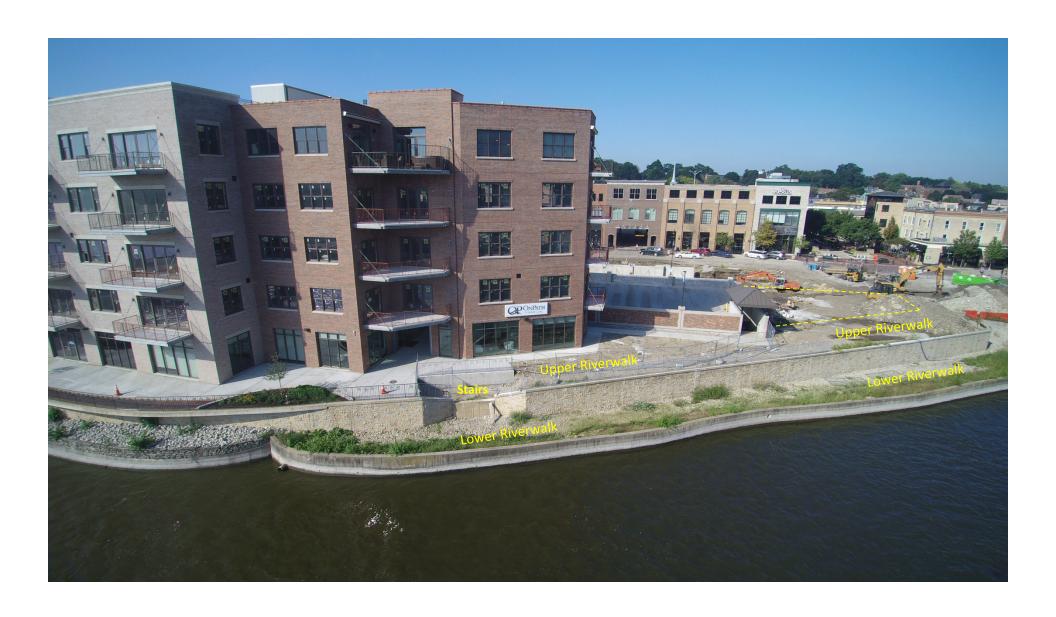
Attachments (please list):

Aerial photos, Concept layout, Slides from DSCP

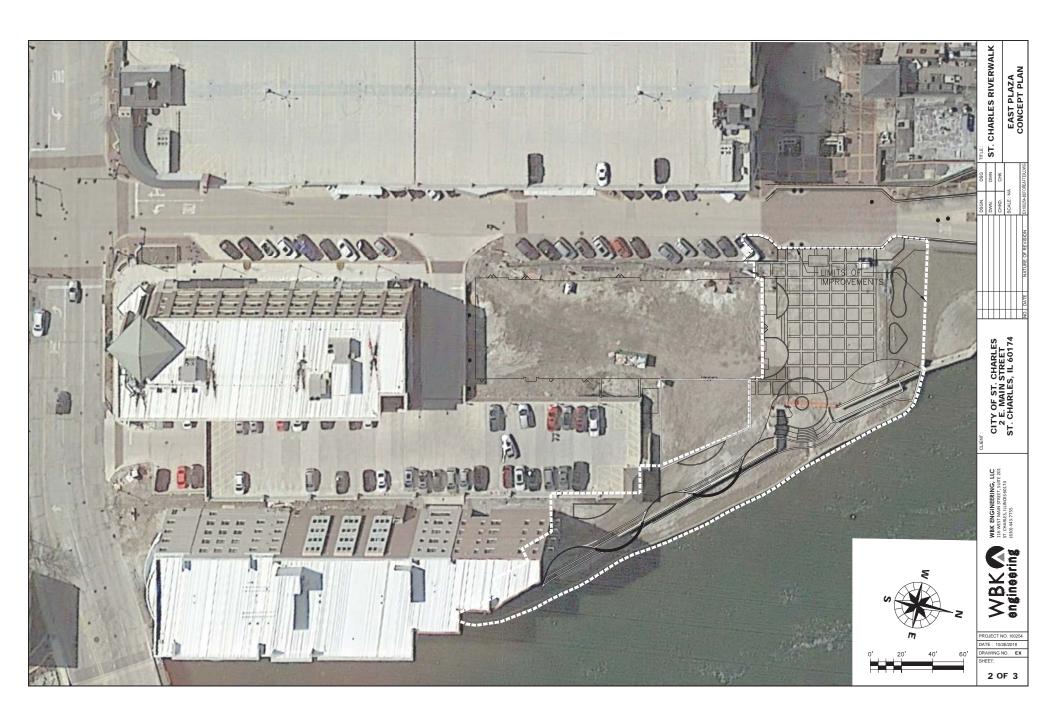
Recommendation/Suggested Action (briefly explain):

Provide feedback and comments on the Concept Layout.



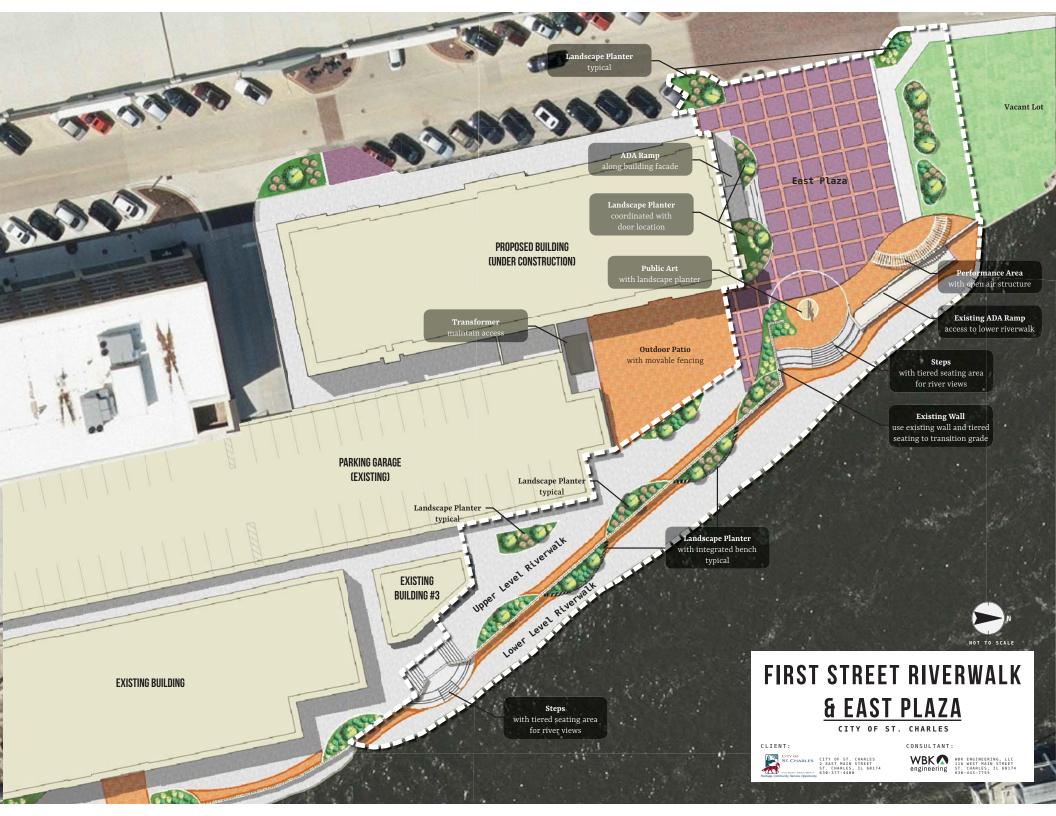












DSCP Slide Excerpts

Along the 6 foot wall along the river

















Design esthetics along Riverwalk

On-trend ideas or timeless art pieces to create modern social space.









Interactive Public Art

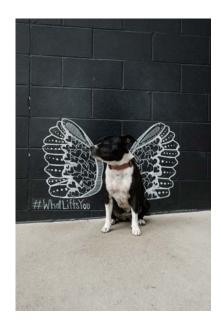
Brings all demographics out to see interactive art

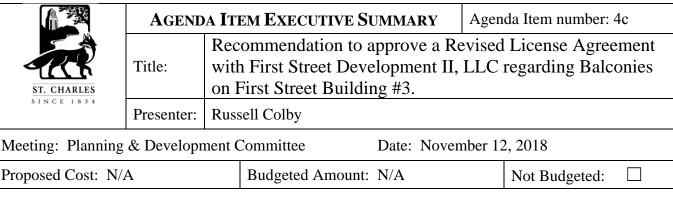












On August 13, 2018, the Committee recommended approval of a draft license agreement for the balconies located on First Street Building #3 (Sterling Building), which extend over the City-owned Riverwalk.

Per the draft agreement, First Street Development II, LLC, the property owner, or successor owners, such as an HOA, will be responsible for maintaining the balconies in a safe manner and providing an indemnification and insurance to the benefit of the City.

The revised agreement contains one substantive change to the previous draft, under Section 9.

The City would continue to retain the right to promulgate and enforce rules and regulations regarding the use of the balconies.

However, First Street Development II, LLC, has requested that agreement state that any rules or regulation promulgated by the City <u>shall not preclude hot tubs</u>, <u>outdoor grilling or decorative plants</u> <u>on the balconies</u>.

The City would retain the right to regulate the items in terms of usage, safety, condition, etc., but could not outright prohibit these items.

Representatives from First Street Development II, LLC, will be in attendance to represent their request and answer any questions from the Committee.

Attachments (please list):

Revised License Agreement (redlined)

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Revised License Agreement with First Street Development II, LLC regarding Balconies on First Street Building #3.

After Recording Return to:
City of St. Charles
2 E. Main St.
St. Charles, IL 60174

Prepared By:
City of St. Charles
2 E. Main St.

St. Charles, IL 60174

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this _____ day of 2018, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use property known as the First Street Riverwalk, Lot 5 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("City Property"), as illustrated on Exhibit "A", a part of which is immediately adjacent to Lot 3 in the Resubdivision of the Phase III First Street Redevelopment Subdivision; and

WHEREAS, Licensee owns <u>part of</u> Lot 3 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("Licensee Property"); <u>as legally described in Exhibit "B",</u> the southerly, easterly and northerly property lines of which abut the City Property, as illustrated on Exhibit "A"; and

WHEREAS, Licensee has constructed a five story mixed use commercial and residential building on the Licensee Property, which includes balconies projecting from the second through fifth floors over the City Property ("Balcony Projections"), all pursuant to the City approved plans for and as illustrated on Exhibit "BC"; and

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

- 1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.
- 2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of maintaining the Balcony Projections solely within the limited area above the City Property, pursuant to the City approved plans for and as illustrated on the attached Exhibit "BC," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").
- 3. Licensee must maintain the Balcony Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.
- 4. The Balcony Projections and the Encroachment shall not in any manner be expanded, added to or enlarged beyond that over the extent of the Balcony Projections and the Encroachment, as described herein and shown in Exhibit "BC."
- 5. The Balcony Projections and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.
- 6. This Agreement shall automatically terminate in the event that any of the following occur: (a) the primary structure located on Lot 3the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of its then fair market value; (b) if the Balcony Projections are ever removed and the encroachment is terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement.
- 7. Licensee understands and agrees that the Balcony Projections attached to the building constructed on Lot 3Licensee Property shall remain in good structural condition at all times and that the use and enjoyment of the City property shall not be compromised in any unsafe or adverse manner, including. Licensee agrees that use of all Balcony Projections shall comply with loading requirements specified by a licensed structural engineer, and Licensee shall promptly provide such documentation if requested by the City. The Licensee shall promptly restore or cause to be restored the Balcony Projections to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Balcony Projections or where it is attached to the building, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against Lot 3Licensee Property.
- 8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to,

any claim or damages caused by or to the Balcony Projections or the Encroachment, any respective parts thereof located within the or attached to Lot 3 Licensee Property or over the City property, by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their its agents, invitees, employees, contractors or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certificate of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, nonrenewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

- 9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Balcony Projections and Encroachment, to protect the health, safety and welfare of the public utilizing City Property. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Balcony Projections and/or Encroachment to comply with this provision. The rules and regulations promulgated by the City shall not preclude hot tubs, outdoor grilling or placement of decorative plants on the balconies.
- 10. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the City Property, and that this Agreement does not in any way affect or diminish the tights-rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee or the Encroachment,
- 11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Balcony Projections within the Encroachment within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against Lot 3 Licensee Property.
- 12. The Encroachment when installed doesas constructed shall not become a part of or an interest in the City property, the air rights above it, and below it or subterranean rights appurtenant therto. or the

underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

- 13. Licensee is responsible for the cost of installation, maintenance, and removal of such Balcony Projections in the Encroachment and is responsible for any damage caused to the City Property resulting from such installation, maintenance, and removal.
- 14. The terms of this Agreement are covenants running with Lot 3 Licensee Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, including any future association for Lot 3 Licensee Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.
- 15. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.
- 16. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.
- 17. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.
- 18. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extend, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ated this day of, 2018.	
	FIRST STREET DEVELOPMENT II, LLC An Illinois limited liability company
	Ву:
ubscribed and Sworn to me before this	s day of, 2018.
OTARY PUBLIC	
	CITY OF ST. CHARLES, a Municipal Corporation, Kane and DuPage Counties, Illinois
	By: Mayor
ATTEST:	
City Clerk	

CERTIFICATION CONCERNING DRAINAGE

DATED THIS 30 TO DAY OF September

OWNER'S CERTIFICATE - Lots 2,3,4,5

DATED THIS 274 DAY OF SEPTEMBER

Tracy R. Conti

GIVEN UNDER BY HAND AND NOTARIAL SEAL THIS 274 DAY OF SEPTEMBER

NOTARY PUBLIC
MY COMMISSION EXPIRES 2/24/20/9

Jinou R. On S

TO ME TO BE SAME PRECISE WEIGHT AND EXPERIENCE OF HERE Y CERTIFY THAT $\frac{P}{P} = \frac{P}{P} = \frac{P}$

_AD20/16 AT Kare Co.

NOTARY CERTIFICATE

STATE OF ILLINOIS)

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STATE OF ILLINOIS)

CHANED OR ATTORNEY

PLAN-CO	MMISSION CERTIFICATE
STATE OF ILL	
COUNTY OF H	
APPROVED TO	
CITY OF ST. C	HARLES PLAN COMMISSION
CHAIRMAN	
J. D. G. C.	
DIRECTO	R OF COMMUNITY DEVELOPMENT (or Designee) CERTIFICATE
STATE OF ILLI	
COUNTY OF K	
	A TUNGARE. DO HEREBY CERTIFY
HAT THE RE	QUIRED IMPROVEMENTS HAVE REFN INSTALLED, OR THE DEQUIRED QUARANTEE BOND STED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.
	1
_	Wasting a
RECTOR OF	COMMUNITY DEVELOPMENT CHARLES, ILLINOIS, THISET DAY OF SEPTEMBER. AD 20 LG
DATED AT ST.	CHARLES, ILLINOIS, THE T DAY OF SEPTEMBOR AD 20 LC
COUNTY	CLERK CERTIFICATE
TATE OF ILLI	NOIS) SS.
OUNTY OF K	SS.
John	A CURRING ham COUNTY CLERK OF KANE COUNTY,
LINOIS, DO DRFEITED TA NNEXED PLA	HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID XES AND NO REDEEMBLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE T. RTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED
	MY HAND AND SEAL AT GENEVA, ILLINOIS
HIS _3rd	DAY OF October AD 2016
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TATE OF ILLIN	
OUNTY OF KA	NE)
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GAINST THE 1	RACT OF LAND INCLUDED IN THE PLAT.
Mark	C Horner
DLLECTOR O	SPECIAL ASSESSMENTS
ATED AT ST.	CHARLES, ILLINOIS THIS 25th DAY OF SEPT AD. 20/6
	NCIL CERTIFICATE
ATE OF ILLIN	
OUNTY OF DU	MACE)
PROVED AND	DACCEPTED THIS AT DAY OF SEPTEMBLE AD. 2016
DV COUNCT	OF THE CITY OF ST. CHARLES, ILLINOIS
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RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION

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NON-MITERIENDO ENCINCIONEM EI FLANZA, MANULAIS, THANKAS, THANKAS,

INGRESS AND EGRESS EASEMENT

OWNER'S CERTIFICATE - Lot 1

STATE OF ILLINOIS) SS.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:

Manager, First Street II- ALE Development, LLC

DATED THIS 27th DAY OF September AD 2016

NOTARY CERTIFICATE

STATE OF ILLINOIS)

Tracey R. Conti

THIS 27th DAY OF Sealenber

TARY PUBLIC COMMISSION EXPIRES 2/24/20/9

2016K053789 SANDY WEGMAN SANDY WEGMAN RECORDER - KANE COUNTY, IL RECORDED: 10/4/2016 11:55 AM REC FEE: 81.00

PAGES: 2

RECORDER'S CERTIFICATE

INSTRUMENT NO 2016K053789 ILLINOIS, ON THE 4 DAY OF OC. +. AT 11:55 O'CLOCK 4M

Sand Lisanan

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) COUNTY OF DUPAGE)

FILE NO.: 05-14

SPECIAL FLOOD HAZARD AREA CERTIFICATE

THIS IS TO CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED AR LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE CITY OF ST CHARLES, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF LOOD INSURANCE RATE MAP, PANIEL NO 1708 C 0079 I DATED ALIGIBLES 2009

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 034-002465

SHEET: 1 OF 2

PIN NO.: 09 - 27 - 378 - 001 09 - 27 - 378 - 002 09 - 27 - 378 - 003 09 - 34 - 127 - 001

ADDRESS: FIRST STREET ST. CHARLES, ILLINOIS

ORDERED BY: CITY OF ST. CHARLES

PLAT OF SUBDIVISION MARCHESE AND SONS, Inc.

land - marine - construction surveys 10 Monaco Drive Koselle, Illinois 60172

Phone : (630) 894-5680 FAX : (630) 894-8869

Please Return the recorded Mylar to:

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

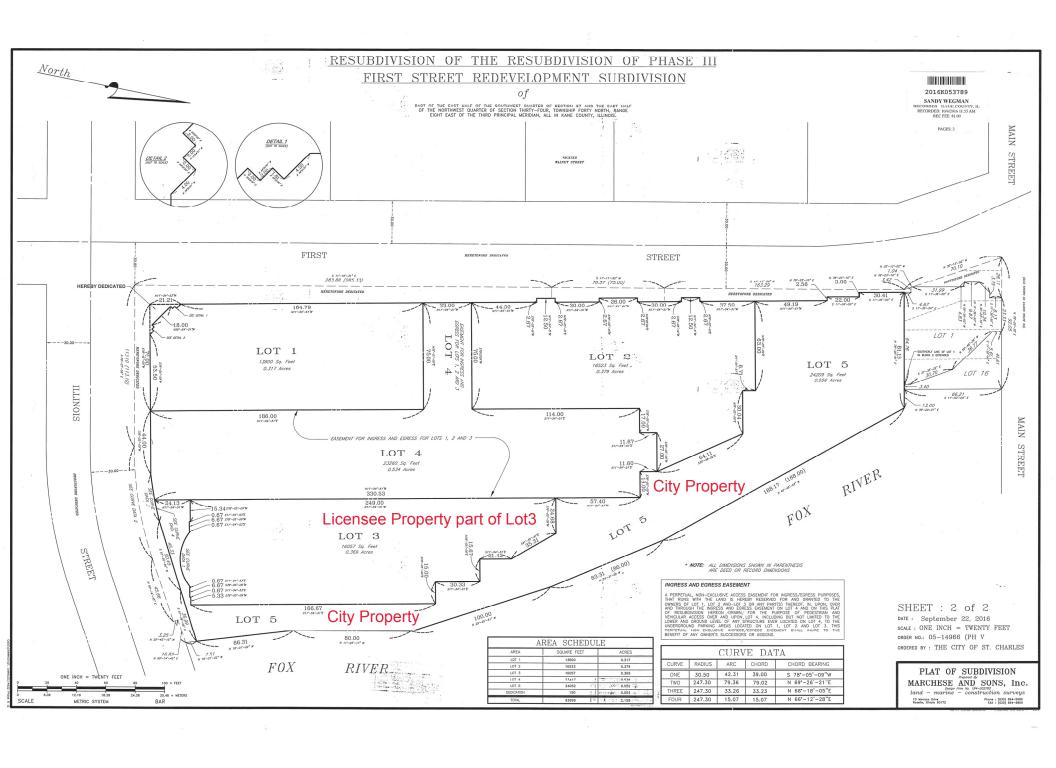
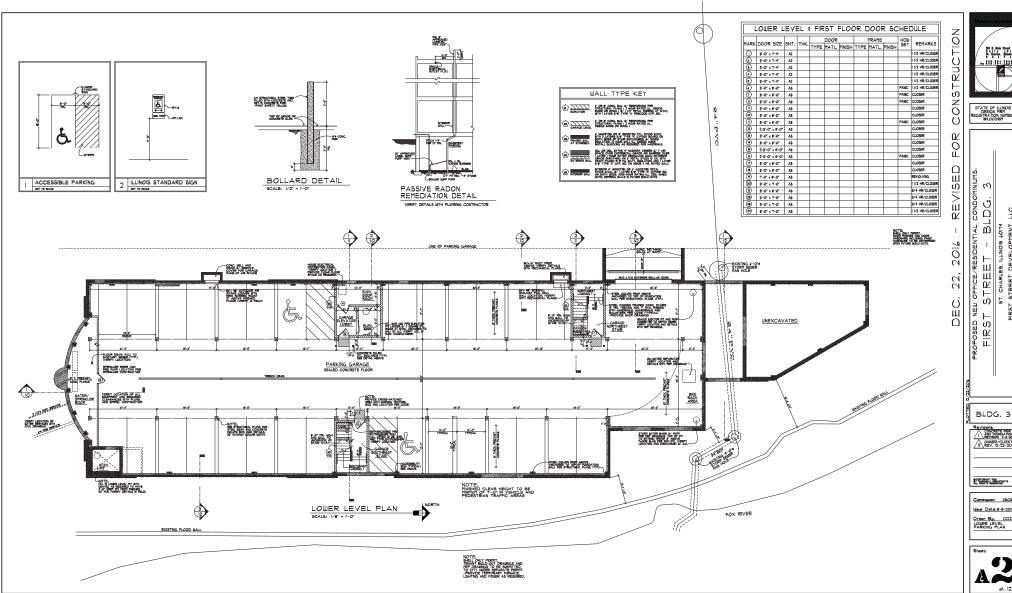


EXHIBIT B LICENSEE PROPERTY

LOT THREE IN THE RESUBDIVISION OF THE RESUBDIVISION PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION. ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT NO. 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT NO. 2016K056016, OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWENTY-SEVEN AND THE EAST HALF OF THE NORTHWEST OUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT THREE LYING ABOVE A VERTICAL PLANE OF 688.90 FT. (NAVD 88) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 79.00 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 21.39 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 7.08FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 44.54 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 79.00 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 5.33 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT. TO A POINT OF CURVE IN THE SOUTH LINE OF SAID LOT 3; THENCE SOUTHWESTERLY 42.31 FEET ON THE SOUTHERLY LINE OF SAID LOT 3, BEING A CURVED LINE CONCAVED TO THE NORTH HAVING A RADIUS OF 30.50 FEET, WITH A CHORD DISTANCE OF 39.00 FT AND A CHORD BEARING OF SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 15.34 FT.; TO THE POINT OF BEGINNING,

Exhibit B





ST. CHARLES, ILLINOIS 60174 FIRST STREET DEVELOPMENT, LLC

BLDG. 3

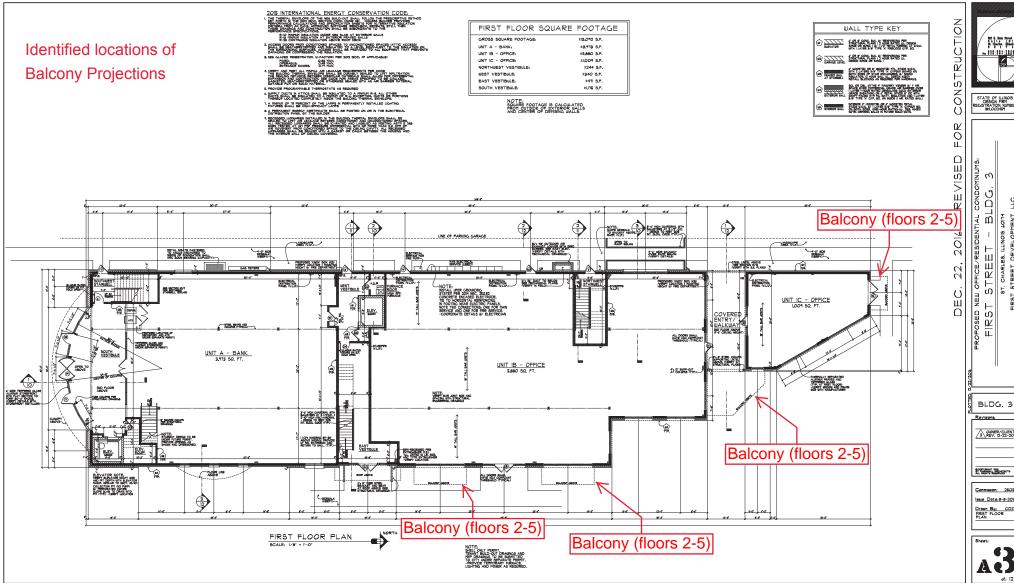
Revisions:

CONCRETE PER
AND FOUNDATION
REVISION 1-2-204

QUINER/CLIENT
REV. 12-22-204

Connission: 2505 |seur Date:8-8-2016 Drawn By: CDZ LOWER LEVEL PARKING PLAN







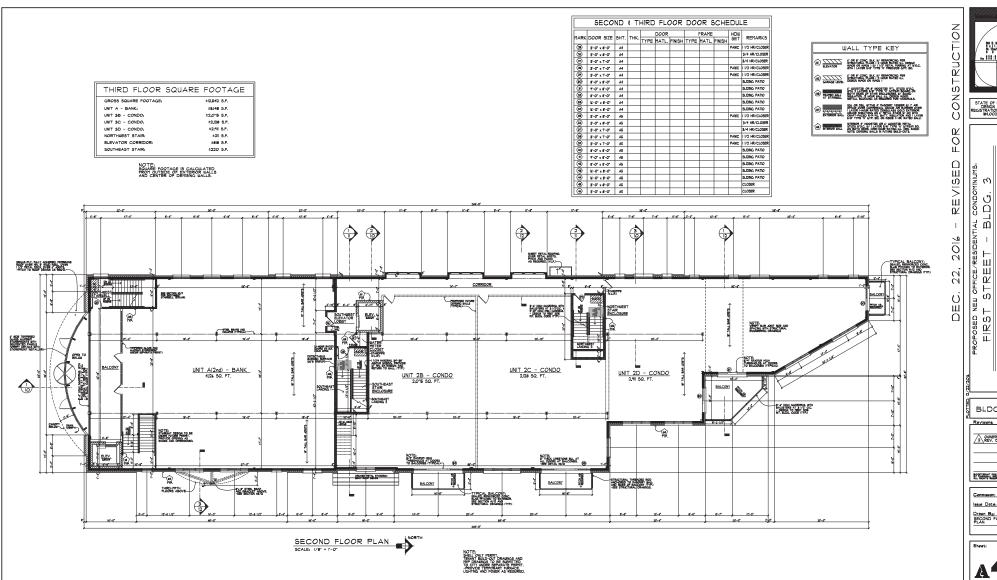
BLDG. PROPOSED NEW OFFICE/RESIDENTIAL FIRST STREET - BL

BLDG. 3

2 OUNER/CLIENT REV. 12-22-2016

seue Date:8-8-2014 Draun Bu: CDZ FIRST FLOOR PLAN







STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.002459

ST. CHARLES, ILLINOIS 60174 FIRST STREET DEVELOPMENT, LLC

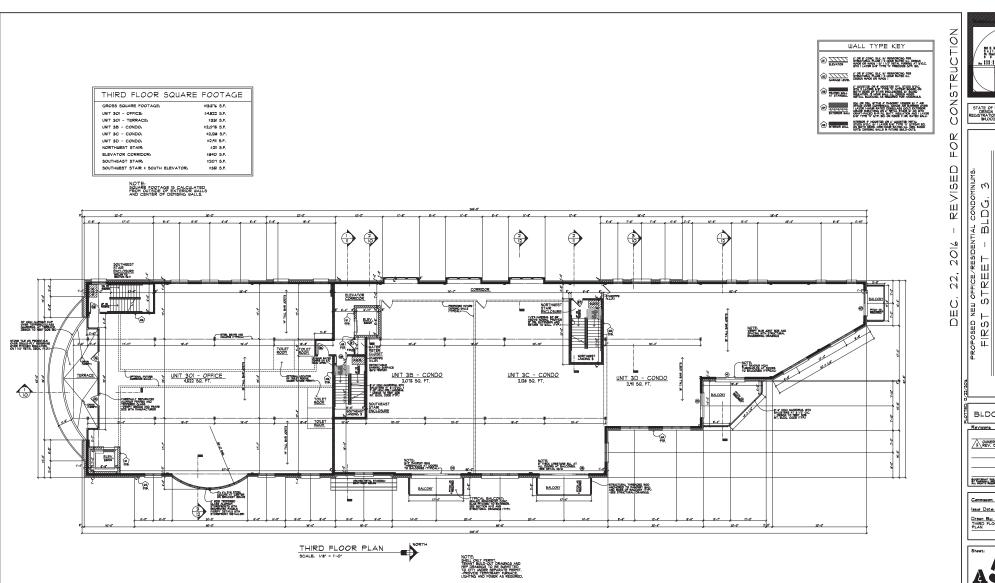
BLDG. 3

2 OUNER/CLIENT REV. 12-22-2016

SCOTTERAT DOS Commission: 2505

|seur Date:8-8-2016 Draun Big: CDZ SECOND FLOOR PLAN





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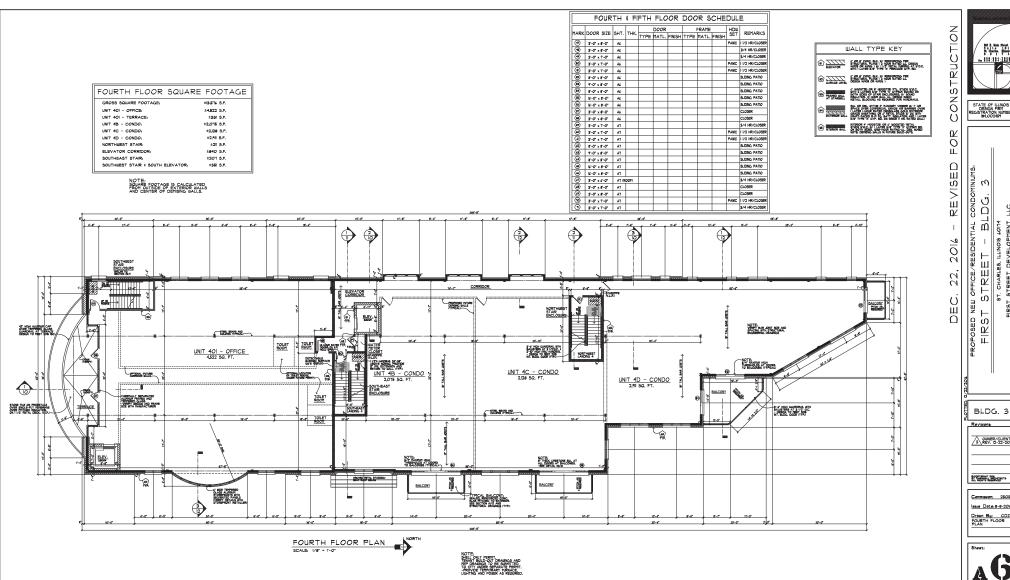
STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBE 184.002459

BLDG. 3 2 OUNER/CLIENT REV. 12-22-2016

SCOTT BOAT DOS AND ATTECTS ALL REGISTS RESERVED Connission: 2505

|seur Date:8-8-2016 Draun Bu: CDZ THIRD FLOOR PLAN







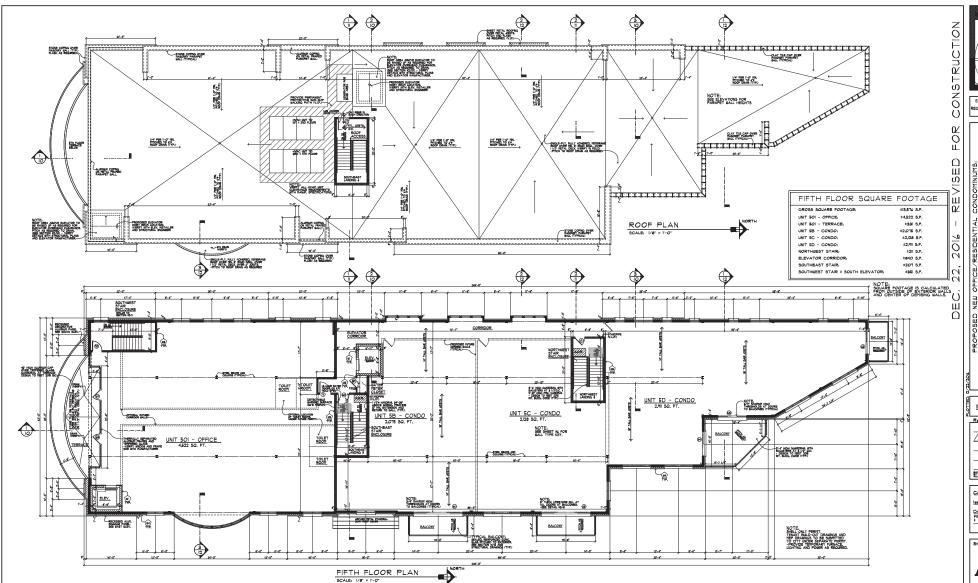
STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184.002459

ST. CHARLES, ILLINOIS 60174 FIRST STREET DEVELOPMENT, LLC

BLDG. 3

2 OUNER/CLIENT REV. 12-22-2016

Connission: 2505 |seur Date:8-8-2016 Draun Bij: CDZ FOURTH FLOOR PLAN





NEW OFFICE/RESIDENTIAL CONDOMINIUMS.

T STREET - BLDG. 3

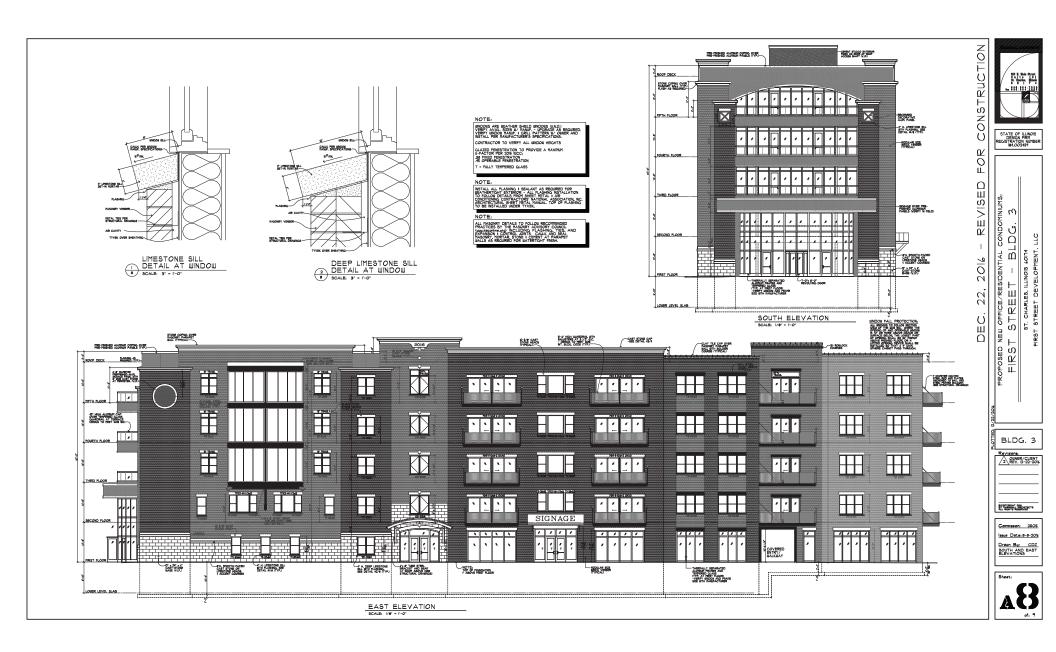
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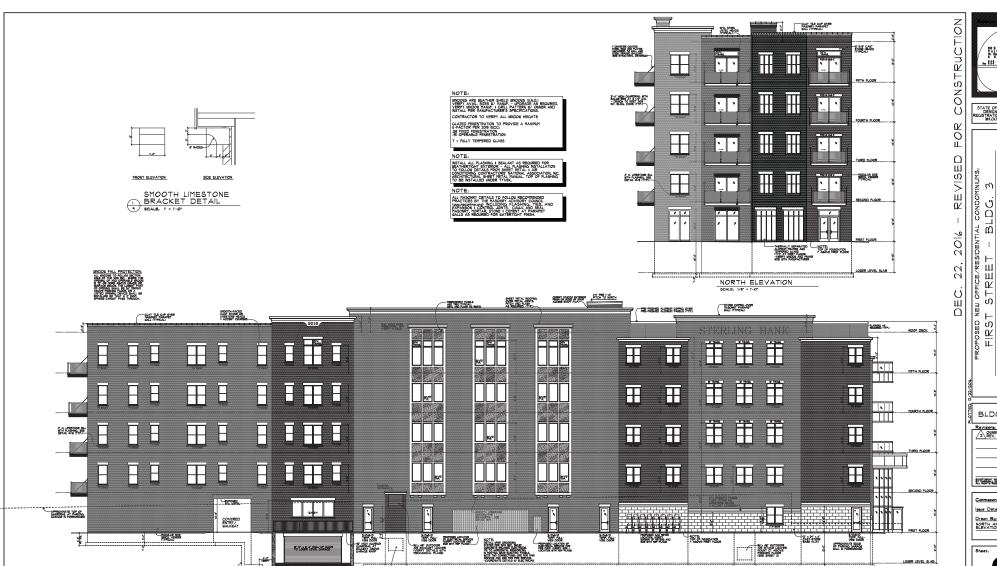
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SCOTTERAT DOS

Connission: 2505 |seur Date:8-8-2016 Dreun By: CDZ FIFTH FLOOR # ROOF PLAN







WEST ELEVATION

MONDATION RETAINING



STATE OF ILLINOIS DESIGN FIRM REGISTRATION NUMBER 184,002459

NEW OFFICE/RESIDENTIAL CONDOMINUMS:

T STREET – BLDG, 3

ST. CHARLES, ILLINOS 4014

HRST STREET DEVELOPMENT, LLC

BLDG. 3 Revisions:

2 OUNER/CLIENT REV. 12-22-2016

ACCUMENT SECURITY

Commission: 2505 saue Date: 8-8-20% Draun By: CDZ NORTH AND WEST ELEVATIONS



	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 4d	
	Title:	Recommendation to Approve and the City Code Pertaining to Recommendation		
ST. CHARLES		Drainage/Utility Easements		
SIN C E 1834	Presenter:	Rita Tungare, Director of Community	& Economic Development	
		Bob Vann, Building and Code Enforcement Division Manager		
Meeting: Planning	& Developr	nent Committee Date: Novem	nber 12, 2018	

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

Proposed Cost: \$N/A

Permit applications to place structures within recorded easements (i.e. drainage/utility) are required by the City to have a "Release and Indemnity Agreement" recorded with the Kane/DuPage County Recorder of Deeds. The current fee collected by the Recorder's Office for the recording of this document is \$47.00. For the convenience of the applicant, the Building and Code Enforcement Office collects this fee and then has the Agreement recorded. Our office was advised by the Kane County Recorder's Office that effective on December 1st, 2018 the recording fee for these Agreements will be increased to the amount of \$52.00

Staff recommends amending the ordinance language in Title 15 Building & Construction, Chapters 15.101 Administration, Enforcement, Fees and Penalties, Section 15.101.150 Permit and Inspection Fees, Item 5 Miscellaneous Permits to reflect the updated fees.

Paragraph g "Fences", Item i, for the time frame of January 1, 2019 to December 31, 2019 and January 1, 2020 to December 31, 2020 to amend the current language of "plus a recording fee of forty-seven (\$47.00) dollars" to read as follows:

"plus the current Kane/DuPage County Recorder of Deeds Recording fee in effect at time of permit application". (Due at time of submittal)

And Paragraph k "Lawn Sprinklers", If the sprinkler heads are located in the right-of-way a recording fee of forty-seven (\$47.00) dollars (Due at the time of submittal) is amended to read as follows:

"If the sprinkler heads are located the right-of-way a current Kane/DuPage County Recorders of Deeds recording fee in effect at time of permit application". (Due at time of submittal)

Attachments (please list):

- -Draft copy of ordinance amending Title 15
- -Copy of fee schedule for Kane County Recorder that will be effect as of December 1, 2018
- -Copy of the fee schedule for DuPage County Recorder

Recommendation/Suggested Action (briefly explain):

Staff recommends approval of the amendment to Title 15 of the City Code pertaining to recording fees for drainage/utility easements

City of St. Charles Ordinance No. _____

An Ordinance Amending Title 15 of the St Charles Municipal Code, Entitled "Building Construction", Chapter 15.101 Administration, Enforcement, Fees, and Penalties, Section 15.101.150 "Permit and Inspection Fees"

WHEREAS, the City Council of the City of St. Charles hereby finds that it is in the City's best interest to update current recording fees charged by Kane/DuPage County Recorders of Deeds; and

WHEREAS, to provide assistance to applicants of permits for the recording of Release and Indemnity Agreements; and

WHEREAS, to maintain a current and efficient process when cost adjustments are mandated by the Recorder of Deeds Office;

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 15.101 "Administration, Enforcement, Fees, and Penalties", Section 15.101.150 "Permit and Inspection Fees", be amended as follows:

B. Building Permit Fees

Item 5 "Miscellaneous Permits"

Paragraph g "Fences", Item i, is amended to read as follows:

g. Fences: (Excluding arbors and decorative landscape fences outside of easements and not more than 30 inches in height)

January 1, 2018 to December 31, 2018

Fences: (Excluding arbors and decorative landscape fences outside of easements and not more than 30 inches in height)

- i. Base fee: seventy (\$70.00) dollars plus the current Kane/DuPage County Recorders of Deeds Recording Fee in effect at time of permit application, if applicable for lots with fences in the easements. (Due at the time of submittal)
- ii. Partial Fence Installation Repair and requires no recording fee thirty (\$30.00) dollars (Due at the time of submittal)

Ordinance No.	
Page 2	

January 1, 2019 to December 31, 2019

Fences: (Excluding arbors and decorative landscape fences outside of easements and not more than 30 inches in height)

- i. Base fee: eighty (\$80.00) dollars plus the current Kane/DuPage County Recorders of Deeds Recording Fee in effect at time of permit application, if applicable for lots with fences in the easements. (Due at the time of submittal)
- ii. Partial Fence Installation Repair and requires no recording fee -thirty (\$30.00) dollars (Due at the time of submittal)

January 1, 2020 and thereafter

Fences: (Excluding arbors and decorative landscape fences outside of easements and not more than 30-inches in height)

- i. Base fee: eighty five (\$85.00) dollars plus the current Kane/DuPage County Recorders of Deeds Recording Fee in effect at time of permit application, if applicable for lots with fences in the easements. (Due at the time of submittal)
- ii. Partial Fence Installation Repair and requires no recording fee -thirty (\$30.00) dollars (Due at the time of submittal)

Paragraph k "Lawn Sprinklers", is amended to read as follows:

k. Lawn sprinklers:

Base fee: one hundred fifteen (\$115.00) dollars (Due at the time of submittal)

If the sprinkler heads are located the right-of-way a current Kane/DuPage County Recorders of Deeds recording fee in effect at time of permit application. (Due at time of submittal)

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 from and after its passage in accordance with law and this ordinance is authorized to be printed or published in book or pamphlet form by the authority of the City Council.

Presented to the City	y Council of the City of St. Charles, Illinois this	_ day of
, 2018.		
Ordinance No	_	

Page 3	
Passed by the City Council of the Ci	ity of St. Charles, Illinois this day of
, 2018.	
Approved by the Mayor of the City	of St. Charles, Illinois this day of
, 2018.	
	Mayor
Attest:	1. 1.1. , 01
Auest.	
City Clerk	
Council Vote:	
Ayes:	
Nays: Abstain:	
Absent:	
Approved as to Form:	
City Attorney	_
Date:	

SANDY WEGMAN RECORDER 719 S BATAVIA AVE., BLDG C GENEVA, IL 60134

630-232-5935 wegmansandy@kanecountyrecorder.net

KANE COUNTY PRICE SCHEDULE (PREDICTABLE FEE) EFFECTIVE 12/1/2018 55 ILCS 5/3-5018.1

STANDARD DOCUMENTS		PHOTO COPIES (per page)	\$1.00
Real Estate Related Documents	\$62.00	CERTIFIED COPIES	
Non Real Estate Related Documents	\$52.00	First 4 pages	\$52.00
		Each additional page	\$1.00
NON-STANDARD DOCUMENTS		PLAT COPIES	
		First page	\$5.00
Plats & Delineations governed by the Plat from Standard Forms Legislation)	Act (Exempt	Each additional page	\$2.00
Plat (Subdivision, Townhouse, etc.)	\$90.00	FAX	
- Each Additional Page	\$1.00	First page	\$5.00
Plat of Survey (single page, 11" x 17", no more than two lots or parcels)	\$62.00	Each additional page	\$1.00
Plats Governed by the Condominium Act			
Declaration and Plat are recorded as one			
instrument, Document priced as above.			
Map is \$50 for 1st page, \$1 for each		41	
additional page.	\$112.00	Cash or check made paya Kane County Record	
UCC Financing Statement	\$60.00		
UCC Termination	\$45.00	Overages on checks shall	not be
		<u>returned.</u>	
NON-CONFORMING DOCUMENTS More than 5 parcel numbers More than 5 referenced document number	\$84.00 ers		

NO CHARGE

MILITARY DISCHARGE - DD214

includes 4 certified copies

Recording Fee ScheduleFees subject to change without notice.

	ges, Releases/Satisfactions, Etc. ted to property (includes parcel number and/or legal descrip	otion)
	First four (4) pages	\$40.00
	Each additional page	\$1.00
	Each additional document number therein noted	\$1.00
	rporation Papers, Releases/Satisfactions, Etc. elated to property (does not include parcel number or legal d	lescription)
	First four (4) pages Each additional page	\$30.00 \$1.00
Non-Standard Documents non	Documents -conforming to our requirements (not on 8 ½ x 11 paper)	
	First four (4) pages	\$52.00
	Each additional page	\$2.00
Military Discha	arge	
	Recording	No Charge
	First copy Each additional copy	No Charge \$1.25
	Zuon mannonan copy	¥1120
Copies		
	Per page	\$0.50
	Certification	\$5.00
Faxed Copies		
	Per Page	\$0.50
Payment Required at the	time of recording.	
	Credit Card	Visa, MasterCard, Discover, UnionPay
	Check (no starter checks)	Payable to: DuPage County Recorder
	Money Order	Payable to: DuPage County Recorder
	Cash	
Payment Fees		
•	Credit Card Convenience Fee \$30.00 and above	2.75%
	Credit Card Convenience Fee \$29.99 and under	\$2.00
	Returned Check Charge: Refer to Maker Returned Check Charge: Stop Payment	\$4.50 \$4.50
	Returned Check Charge: Non-Sufficient Funds	\$9.00
		,

SECK
ST. CHARLES
S.I.N.C.E. 1.6.1.4

AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 4e
Title:	Historic Preservation Commission approve Historic Landmark Design	
	Colonel Francis Rowman House	

Presenter: Russell Colby

Meeting: Planning & Development Committee Date: November 12, 2018

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted:

Executive Summary (if not budgeted please explain):

Ginny and Will Hohm have nominated their property at 405 S 4th Street for Landmark status. If approved, this will be the 50th designated landmark within the City.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 11/7/18. The Commission recommended approval of the nomination by a vote of 5-0, based on the criteria listed in the attached resolution.

The house was constructed circa 1852 in the Gothic Revival style. This double brick home contains many architectural details that are significant to the Gothic Revival Style. Since the original completion of the home, there have been several additions to the home. A massive renovation project was done to the home in an effort to modernize and rehabilitate the building with indoor heating and plumbing. The efforts were displayed in the November 1942 issue of Better Home and Gardens Magazine.

Colonel Francis Bowman was the original owner of the home. Colonel Bowman served in the 52nd Illinois Volunteer Infantry in the battle of Shiloh. Bowman also held a position on the first Board of Supervisors of St. Charles in 1850. Colonel Bowman was involved in many St. Charles businesses. He was a stockholder in the Crown Electric Manufacturing company, as well as tile and condensing factories.

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 405 S 4th St., Colonel Francis Bowman House.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 8-2018

A Resolution Recommending Approval for Landmark Designation (405 S. 4th Street –Colonel Francis Bowman House)

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 405 S. 4th Street 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. The property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.

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

The original structure was built in the Gothic Revival style in 1853. By 1860, a single story kitchen was added to the west side. From 1928-1942 the house underwent extensive modernization with the installation of indoor plumbing, central heating and electricity. This renovation garnered national attention when the home was featured on the front cover of the 1942 November issue of Better Homes and Garden Magazine.

Colonel Francis H. Bowman had this house built for him and his wife. He served in the 52nd Illinois Volunteer Infantry in the battle of Shiloh. Colonel Bowman played a part in many of St. Charles businesses; including the Kane County National Bank, the tile factory, the condensing factory, a hardware business and the Crown Electric Manufacturing Company.

- 3. 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.
 - -AND-
- 4. The structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

The Gothic Revival style of this brick home is unique. The exterior and interior walls are double brick. The window and door frames are made of cast iron. Originally built without indoor plumbing and electricity, the interior walls had to be chiseled out to hold pipes and conduits.

Several additions and modifications have been made to the home over the years. A family room, kitchen, and a new garage are among some of the additions. The original windows were also replaced throughout the home.

5. The property has a unique location or physical characteristics that make it a familiar visual feature.

This home was highlighted in the 1942 November issue of Better Homes and Gardens magazine for the historic restoration done by the owners to the inside and outside of the building.

6. The property is suitable for preservation or restoration.

The home retains many of the original exterior features visible at the time of its initial construction and later additions. The house has been owned by Will and Ginny Hohm since 1967 and the exterior is suitable for preservation.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property known as 405 S. 4th Street as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "Colonel Francis Bowman House", with a construction date of circa 1852.

Roll Call Vote:

Ayes: Pretz, Smunt, Mann, Malay, Kessler

Nays: None

Absent: Krahenbuhl

Abstain: None

Motion Carried.

PASSED, this 7th day of November, 2018.

	Chairmar

Exhibit "A" Legal Description

LOT 8 AND PART OF LOT 7 ORIGINAL TOWN OF ST. CHARLES ON THE EAST SIDE OF THE RIVER. PIN #09-27-383-007

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
St. Charles, IL

OCT 1 0 2018

CDD
Planning Division

1. Property Information:	Parcel Number(s):			
imormation.	09-34-153-002			
	Property Name (Historic or common name of the property):			
	Colonel Francis Bowman Hou	se		
2. Applicant:	Name WILL & GINNY HOHM	Phone 630-584-1496		
	Address 405 5, 4th 5T,	Fax		
	ST. CHARLES, IL, 60174	Email Withholm & gmaile con		
3. Record Owner:	Name VIRGIMIA R. HOHM	Phone 630-584-1496		
	Address 405 50 4 th 57	Fax		
	ST. CHARLES JULL 60174	Email W. h ho hmag mode con		
4. Legal Description	on of Property: The legal description should be obtained from t	he deed, mortgage, title insurance,		
or other recorded docu	ament (attach sheets if necessary).	1. Mr. L. 188		
feet the	resty 110 feet of Lot 17 (escept to nest) of Moodry's Addition to g of St. Charles, Kane Cour	5 St. Chiles, In		
the Out	of Charles 16 De Posse	to Allinois		
Col	g of so come on	1)		

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

a) Ownership:	b) Category:	c) Integrity:			
public-local	district	moved:			
public-state	site	unaltere			
public-state		unaitere	u		
d) Function or Use:					
Historic/Current	Historic/C	Current	Historic/Current		
<u> </u>		ndustrial	/religious		
/commercial	/n	nilitary	/_scientific		
/educational	-	nuseum	/transportation		
/government		rivate residence	/other(specify		
/entertainment	/p	ark			
e) Architecture:					
Early Republic		Late Vict	orian		
Federal		2 nd Go	thic Revival		
Early Classical		Itanlia			
Revival		Secon	d Empire		
		Queen			
Mid-19th Century		Stick/	Eastlake		
Greek Revival		Shingl	e Style		
Gothic Revival 185	2		nesque		
Italian Villa		Renais	ssance		
National		_Folk V	/ictorian		
Late 19th/20th Century Re	evivals	Late 19th	and Early 20th Century		
Beaux Arts			n Movements)		
Colonial Revival			ss Ann		
Classical Revival		Homes			
Tudor Revival		_			
Late Gothic Revival		(Amer. A	arts & Crafts Movement)		
Dutch Colonial Revive	al		Craftsman		
English Cottage		The state of the s	Bungalow		
Italian Renaissance					
French Renaissance					
Spanish/Mission					
Regional Origin		Modern I	Movement		
Vernacular (describe)		Mode			
		Art D			
			ational Style		
Other (describe)		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	V-			
Marble			J========	
Slate				
Brick		V		
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		7-11		
Rubber				
Plastic				
Drivit/EIFS				
Other				

Ple	ease indicate source of documentation, if available.				
a)	Original Owner: Colonel Bownson and Wife				
b)	Architect/ Builder: Not Brown				
c)	Significant Person(s): Nove				
d)	Significant Dates (i.e., construction dates): 1852 See attacked letter!				
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 theIllinois and/orNational Register of Historic Places.				
	Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.				

III. Significance of Property:

IV. Attachments

- 1. <u>Descriptive Statement:</u> 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. <u>Plat of Survey:</u> 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

Applicant or Authorized Agent

Date

Date



ARCHITECTURAL SURVEY

NEAR WEST HISTORIC DISTRICT ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

Overall Plan Configuration: T Shape with addition

Primary Structure	
ADDRESS 405 South Fourth Street	
ROLL-IMAGE # <u>3435 - 32</u>	
KOLL-IMAGE # <u>3433 - 32</u>	
CD-IMAGE # 4369 - 32	
CD-11VIA GE # 1309 32	
	A. C. Company (1)
	The state of the s

BUILDING CONDITION ARCHITECTURAL SIGNIFICANCE Excellent ► Significant Good Contributing Fair Non-Contributing П Potential for Individual National Register Designation Poor ARCHITECTURAL INFORMATION Painted Brick Architectural Style/Type: Gothic Revival Exterior Walls (Current): Architectural Features: Exterior Walls (Original): Brick Foundation: Stone Date of Construction: 1852 Cross Gable/asphalt shingle St. Charles of Illinois by Roof Type/Material: Source: David A Badger

ARCHITECTURAL FEATURES: The rake of the front gable is embellished with decorative barge boards that are cut out in the gothic style. The rest of the roof edges have open eaves and exposed rafter ends. All of the window openings have simple detailing over the head. The front entry has sidelights and slightly more elaborate detailing over the head.

Window Material/Type:

ALTERATIONS: A one - story addition was constructed to the rear of the original home that included a two car garage and some interior spaces. The addition is painted white to match the main house but is sided in wood. The roof pitch does not match the original steep roof.

/Casement



ARCHITECTURAL SURVEY

NEAR WEST HISTORIC DISTRICT ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

405 South Fourth Street - Continuation Sheet

HISTORIC INFORMATION:	. <u></u>
ARCHITECT:	Unknown
Source	
BUILDER:	Unknown
Source	
A GOOD CALED DATE OF DECRAIN OF A DATE OF	E 111 L. D
ASSOCIATED EVENTS, PEOPLE & DATES:	Frances and Helen Bowman settled in St. Charles in 1845. Frances served in the 52 nd Illinois Volunteer Infantry in the Battle of Shiloh. Frances served on the first Board of Supervisors of St. Charles in 1850. He was a banker who was a stockholder in several businesses in St. Charles. He was in partnership with John Lloyd in a hardware business, which he ran, and a foundry that Mr. Lloyd ran.
Source	St. Charles of Illinois by David Allen Badger
REPRESENTATION IN EXISTING SURVEYS:	
FEDERAL:	
STATE:	YES
COUNTY:	
LOCAL:	YES

Illinois Registered Land Surveyor No. 1740.

We, Will and Ginny Hohm, are submitting our application for consideration of landmark designation of our home located at 405 S. Fourth St. in St. Charles. Details of our ownership and additions and changes will introduce you to our house.

The two story home was built by Colonel Francis H. Bowman and his wife, Helen, in 1852. He served in the 52nd Illinois Volunteer Infantry in the Battle of Shiloh. He was also on the first Board of Supervisors of St. Charles in 1850. Bowman organized the Kane County National Bank, was a stockholder in the tile factory, the condensing factory, and the Crown Electric Manufacturing company. He was also a partner with John Lloyd in a hardware business and foundry.

The construction is unique. The window and door frames are made of cast iron. The exterior walls are double brick with an air space in between the layers. The interior walls are also double layers of brick. Reputedly, the bricks were made on site. The entry circular staircase is another remarkable feature of the home. Tradition has it that a famous artist once came to paint it. The single story kitchen was added to the west by 1860; it appears on a city plat of that year.

The home was built before there was indoor plumbing, central heating, and electricity; therefore, in the early nineteen hundreds it stood mostly empty as people built homes with those amenities. From 1900 to 1928, it was regularly used to store seed grains.

Carl and Olga Degenhardt acquired the property in 1928. The Degenhardt family was very important in rehabilitating and modernizing the home. Their efforts are chronicled in the November 1942 issue of Better Homes and Gardens when the home was featured as the cover story. The cover picture and article are framed and hang in the family room.

The Degenhardts installed plumbing, central heating (radiators), and electricity. This was a major accomplishment because the interior dividing walls are double layers of brick; thus, channels had to be chiseled out of the walls for the pipes and conduits. They also added a small porch on the north side of the kitchen and a garage.

We purchased the home in 1967. As mentioned earlier, the Degenhardt family had a major impact on this home. A personal story follows. We were attending the movie, *Dr. Zhivago*, in Geneva in the winter of 1968 when we became aware from conversation we overheard that the lady sitting behind us was Jane Degenhardt Moore. Jane was the teenager pictured and quoted in the 1942 Better Homes and Gardens article. We had heard that Jane was a local interior decorator but we had never met her. We introduced ourselves and Jane became our decorator! She was especially helpful in decorating the new family room. Incidentally, Jane's husband, Bill, was the head of the National Pickle Organization headquartered in St. Charles.

Additions and Changes During Our Ownership 1967-Present

1968 Added family room

1968 Restored the beautiful circular staircase, including the walnut rail and spindles, which had been painted! I (Will) first attempted to remove the paint on site with paint remover. This proved impossible! In utter frustration, I consulted Mr. Joe Burnham, a

Batavia resident, then the CEO of Marshall Field Stores, who was very knowledgeable in restoring antiques. (Mr. Burnham was hospitalized at the time in the Community Hospital in Geneva as my patient). He advised me to dissemble the rail (eight pieces), number the spindles (different lengths), and take all the parts to an antique restorer. With some trepidation, I did as he instructed. The restorer put the parts into a tank of paint remover and made the rail and spindles like new! After sanding, I reassembled a beautiful circular staircase. It is spectacular and a marvel to this day. Architects who have looked at it with the thought of duplicating it in a new home say that no one presently builds such a beautiful staircase. Furthermore, if someone actually wanted it built, it would be prohibitive because of the cost.

1968-present

New landscaping as the original landscaping has died of old age. All of the original magnificent trees are gone. Especially noticeable is the absence of the beautiful old maples on each side of the front door on the cover picture of Better Homes and Gardens. Those have been replaced with oaks which are now approximately fifty feet tall. We have also planted considerable ground cover where the shade makes it hard to grow grass.

1969 Added in ground swimming pool

1970 Installed central air conditioning

1970 Installed basketball court with floodlights

1971 Remodeled downstairs bathroom

1972 Replace original windows with double layered thermopane windows

1974 Modernized kitchen

1978 Remodeled upstairs bathroom

1981 Built backyard utility shed

1982 Added bathroom and bedroom addition to family room

2008 Tore down old garage and built new garage

We have made well over \$200,000 of documented additions, renovations, and improvements during our fifty plus years of owning this home. Obviously, we love this old house which became our home. Hopefully, it will remain a treasure to the inhabitants who follow us and to the St. Charles community. Being designated as a historical site will enhance that possibility.

Jenny R. Hohm

Ginny R. Hohm

Will H. Hohm

Better Homes & Gardens MORE THAN 2,400,000 CIRCULATION

Better Ways to Paint Unfinished Furniture

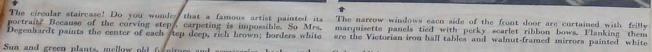
Tiny Gardens Chock-full of Big Ideas

Little House Gay as Sunshine



They Saw Treasure in a 90-Year-Old Home





Sun and green plants, mellow old furniture and accessories, books, and a hospitable fireplace. The neutral corpet is brightened with hooked and rag rugs. Mrs. Degenhardt designed the fireplace paneling and bookeases Mrs. Degenhardt, with an odd-job man, built the charming flagstone terms.





R members of the Carl C. Degenhardt clan (Mother, Jim, and Woody) took full charge of this story about their precious ar-old house in St. Charles, Illinois. They directed the picture of the story and story in in the hilarity.

Mother, will you ever forget what a mess this house was when we pought it?" demanded Jane.

"Heavens, no!" shuddered Mother. "It hadn't been lived in for 25 years. A seed company was using it for storage. Most of the floor-boards were missing. There was no central heating, no bathrooms, no wiring, paint an inch thick on the woodwork—and not one single closet in any of the bedrooms!

"But in spite of neglect, the old house was structurally as sound as a bank vault. We figured that the price of the property, plus modernizing, would still be considerably less than the cost of building a comparable house. And you can't build a house equipped with a ready-made history.'

YES, it does have an enchanting history—this mellow old house in St. Charles-on-the-Fox-River:

Built in 1852 by a banker and iron-works partner named Bowman, it was given window and doorframes of enduring metal. Local tradition has it that the bricks for the double-thick walls and partitions were mixed and fired on the premises. An expert workman brought from the East designed and built the charming circular staircase which architects have come from far and near to gaze upon respectfully while measuring its curves. [Turn to page 89

Jane's pride-and-joy room is yellow and white—with antique furniture painted
⇒ white, a froth of white organdy on windows and dressing table. The rug is green.

Chair seats, dressing-table scallop, and mirror frame are of gay yellow-red percale

BETTER HOMES & GARDENS, NOVEMBER, 1942

To this mellow old house, unlived in for a quarter of a century, a St. Charles, Illinois, family brought old-time charm and modern comfort . . . and much of it they created with their clever hands

By Maurine Shaw Holloway

Two old bedrooms combined to form this roomy L-shaped one. The floor wears plum carpeting as background for old hooked rugs. There's pink and green rosespray wallpaper beneath the delicate rose-pink ceiling







Google Maps 405 S 4th St



Image capture: Sep 2012 © 2018 Google

St. Charles, Illinois



Google, Inc.

Street View - Sep 2012





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AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 4f
Title:	Historic Preservation Commission approve Historic Landmark Desig Webster-Wing House	

Presenter: Russell Colby

Meeting: Planning & Development Committee Date: November 12, 2018

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted:

Executive Summary (if not budgeted please explain):

David L. Hunt has nominated his property at 105 N 2nd Avenue for Landmark status.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 11/7/18. The Commission recommended approval of the nomination by a vote of 5-0, based on the criteria listed in the attached resolution.

The house was constructed circa 1853 in the Greek Revival style by Orin Webster. The structure is a brick two-story building that was used as a home until the 1960s. The building has a wraparound porch, front facing gable and many decorative elements and trims aligning with the Greek Revival Style. When the home was sold in the 1960s, the building was converted into small shops. Currently it holds Town House Books and Town House Café.

Clinton Wing bought the home from Mr. Webster 12 years after it was built. The house remained in the Wing family for 104 years. Mr. Wing served as the Mayor of St. Charles from 1877-1879. During his term, he was instrumental in bringing the Great Western Railroad to St. Charles. He was a part of the establishment of Pottawatomie Park.

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 405 S 4th St., Colonel Francis Bowman House.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 9-2018

A Resolution Recommending Approval for Landmark Designation (105 N. 2nd Avenue –Webster-Wing House)

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 105 N. 2nd Avenue and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

- The property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.
 -AND-
- 2. The property is identified with a person who significantly contributed to the development of the community, county, state or nation.

The original structure was built in the Greek Revival style by Orin Webster at 105 N 2nd Ave. in 1853. The architectural features of the structure include a pointed archway, decorative elements or embellishments, steeply pitched roof and delicate wooden trim.

Twelve years after the structure was built, Mr. Webster sold the home to Clinton and Margaret Wing. Mr. Wing was involved in real estate and a lumber business. He served as Mayor of St. Charles from 1877-1879. During his term as Mayor, he played a vital role in bringing the Minnesota & Northwestern Railroad (Great Western Railroad) to St. Charles. Wing was also instrumental in the establishment of Pottawatomie Park. The Wing family owned the structure for 104 years before they sold the property in 1974.

3. 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.

-AND-

Page 2

4. The structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

The original structure was built as a brick two-story Greek revival style house. It was used a single family residence until the 1960s when the home was purchased and converted into small shops.

The building contains some original windows and displays many features characteristic to the Greek revival style. These include the wrap around porch, the front facing gable, and the decorative elements and trim.

5. The property has a unique location or physical characteristics that make it a familiar visual feature.

The building sits at the corner of Cedar and 2nd Ave, and is a dominant structure on the block. Located within the Century Corners Shopping District, this structure is a part of one of the oldest neighborhoods in St. Charles.

6. Property is suitable for preservation or restoration.

The building retains many of the original exterior features visible at the time of its initial construction and some original windows. The structure has been owned by David Hunt since 1992 and the exterior is suitable for preservation.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property known as 105 N. 2nd Avenue as legally described in Exhibit "A", be designated as a Landmark, and that it be referred to as the "Webster-Wing House", with a construction date of circa 1853.

Roll Call Vote:

Ayes: Pretz, Smunt, , Mann, Malay, Kessler

Nays: None

Absent: Krahenbuhl

Motion Carried.

PASSED, this 7th day of November, 2018.

		(Chair	man

Exhibit "A" Legal Description

LOT 8 AND PART OF LOT 7 ORIGINAL TOWN OF ST. CHARLES ON THE EAST SIDE OF THE RIVER. PIN #09-27-383-007

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 Vede St. Charles, IL
OCT 1 2 2018
CDD Planning Division

1. Property Information:	Parcel Number(s): 0927383007 Property Name (Historic or common name of the property): WEBSTER - WING House				
2. Applicant:	Name DA. vid & Kunt	Phone 630 443 4977			
	Address 105 N. SECOND AUE	Fax			
	ST. CHANLES, IN GOITY	Email			
3. Record Owner:	Name DAVIDA. Hunt	Phone 630 740 3864			
	Address SN30 anthon R)	Fax			
	on of Property: The legal description should be obtained from the	Email DAVID LOGAN HUNT @ ME.			
4. Legal Description or other recorded docu	on of Property: The legal description should be obtained from the ament (attach sheets if necessary).	ne deed, mortgage, title insurance,			
	LOT 8 AND PART OF LOT 7				
	ORIGINAL TOWN OF ST. CHA	10LES			
	ON THE EAST SIDE OF RIVE	ir			

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

a) Ownership: X private public-local	b) <u>Category:</u> X building district	c) <u>Integrity:</u> X original moved:	site	
public-state	site	unaltere	d	
d) Function or Use:				
Historic/Current/agriculture/_X commercial/educational/_government/entertainment	/m /m X_/p	Current industrial inilitary inuseum rivate residence ark	Historic/Current/religious/scientific/transportation/other(specify	
e) Architecture:				
Early Republic Federal Early Classical Revival		Itanlia	thic Revival	
		Queen	Ann	
Mid-19 th Century			Eastlake	
✓ Greek Revival			e Style	
Gothic Revival			nesque	
National	Italian VillaRenaissance NationalFolk Victorian			
Late 19 th /20 th Century Re	vivals	Late 19 th	and Early 20th Century	
Beaux Arts		(American Movements)		
Colonial Revival		Princess Ann		
Classical Revival		Homestead		
Tudor RevivalLate Gothic RevivalDutch Colonial RevivalEnglish CottageItalian RenaissanceFrench RenaissanceSpanish/Mission		(Amer. Arts & Crafts Movement)CraftsmanBungalowFoursquarePrairie School		
Regional Origin _Vernacular (describe)		Moder Art De		
Other (describe)	-	Ranch	100 - CONT. 1 - CO	

II. Building Materials:

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

	Foundation	Walls	Roof	Others
Wood				SOME ORIGINAL
Weatherboard,				
Clapboard		WOOD		
Shingle			ASPHALT	
Log				
Plywood				
Shake				
Stone				
Granite				
Sandstone				
Limestone	X			
Marble				
Slate				
Brick		X	11	
Metal				
Iron				
Copper				
Bronze				
Tin			†	
Steel			1.	
Lead			1	
Nickel				
Cast Iron				1
Stucco				1
Terra Cotta				
Asphalt				
Asbestos				
Concrete				
Adobe				
Ceramic Tile				
Glass				
Cloth/Canvas				
Synthetics				
Fiberglass				
Vinyl				
Aluminum				
Rubber	-			1
Plastic				
Drivit/EIFS				
Other				

a)	Original Owner:	ORIA	WERSTER		
b)	Architect Builder:	oria	WERSTER		
c)) Significant Person(s):	ChinTon	DING (SEE ATTE	ACHED) WING FAM	
d)) Significant Dates (i.e., const	truction dates):	1853	164 YEARS	
			(UERIFIED O	~ 1860 MMg)	
e)	Please indicate which of the	following criteria	apply to the property:(ch	eck all that apply.)	
	Y Property has character,	interest, or value w	hich is part of the develo	pment, heritage, or cultura	
	character of the commu	nity, county, or nat	ion. derTuny Ce	sd NERS	
	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 distriction of a period, type, metho			erials. GREER REV	
			aster builder, designer, a evelopment of the area, the	rchitect, or landscape ne county, the state, or the	
			tailing, materials, or craft		
	_ 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 CENTURY CORNERS Structure is a particularly fine or unique example of a utilitarian structure with a high level of				
	historical or architectural significance. Yellow Property is suitable for preservation or restoration.				
		The state of the s			

IV. Attachments

my (our) knowledge and belief.

- 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.

 SEE ATTACHEO
- 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.

SEE ATTACHED

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

Dand & Hund	10-12-15
Record Owner	Date
Applicant or Authorized Agent	Date

PIDE WALL 18 0.50 WEST OF LOT CORNER 21 PIPE BLOCK RON AVENUE (708) 620-7589 50.0 ASPHALT PARKING PARCEL THO: LOT 4 IN BLOCK 21 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF FOX RIVER; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS. PARCEL 2 SURVEY L.S.C.I., INC. LOMBARD ILL. 60148 OF 100.0 OF ILLINOIS SS STATI ARE 5.50'_ AVENUE WALK CROSSES IN WESTERLY OF BY 2nd 5 STATE AVENUE CONCRETE X MULTI- LEVEL BRICK : FRAME BUILDING 2405 12 EAST WILLOW ST. 8 The state of the s 2 PARCEL 1 BRICK WALL 18 0.18'E. 1 0.70'N. CEDAR CORNER OF CONC. AT SE Porte a Port A September 19 Sep BLDG. CORNER 0.53' SOUTH OF LO 20 BLOCK

CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, CORRECT AT 62° FAHRENHEIT

THIS SURVEY AND PLAT OF SURVEY IS NULL AND WOID IF SURVEYORS EMBOSSED S IS NOT AFFIXED HEREON

ILLINOIS REGISTERED LAND SURVEYOR 2502

SKOOU 199

REFER TO DEED, TITLE POLICY AND LOCAL ORDINANCE FOR BUILDING RESTRICTIONS NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.

ADDRESS 105 N. 2nd AVE. ST.

ORDER NO. 91-16 BOOK 223 PAGE: 34-35

Descriptive Statement for 105 N. Second Avenue

Built by Orin Webster in 1853 this late 18th and 19th century Greek Revival architectural style building is currently the home to both Townhouse Books and Townhouse Café. Greek Revival architectural style includes features such as a pointed arch, decorative elements or embellishments, porch, steeply pitched roof, front facing gable, and delicate wooden trim. This structure is an excellent example of this style of architecture.

This site is listed on the St. Charles Public Library of historic homes and has been a featured site during the annual Art Festival bus tour.

The most notable living character in the 165 year old structure is Clinton Wing who purchased the home in 1870. The Wing family owned the home until 1974 or 104 years. Clinton Wing (see additional attached from STCPL) was a city mayor, helped establish Pottawatomie Park, and brought the Minnesota & Northwestern Railroad to town among other achievements while raising 9 children in this home.

This home now deserves to be recognized by the City for both its location within the historic district, architectural contribution and the Wing family contribution.

Ownership History for 105 N. Second Avenue

1992	The Hunt family from James Kelly
1974 begins	Kelly from Harriet Wing (104 years of Wing family ownership end and Townhouse Books era
1870	Clinton Wing from William Ballou
1866	Ballou from Levi Bush
1859	Bush from Ezkekiel Tripp
1857	Tripp from William Farrell
1857	Farrell from Joseph Hurst
1855	Hurst from Pelog Barker
1853	Home built by Orin Webster
1852	Orin Webster purchases land from John Webster



ARCHITECTURAL SURVEY

CENTRAL HISTORIC DISTRICT ST. CHARLES, ILLINOIS

ST. CHARLES HISTORIC PRESERVATION COMMISSION

Primary Structure

ADDRESS 105 N 2nd Ave

1994 Photo Roll: 5 Negative: 2, 4



ARCHITECTURAL SIGNIFICANCE

- ♦ Significant
- □ Contributing
- □ Non-Contributing
- ☐ Potential for Individual National Register Designation

BUILDING CONDITION

- Excellent
- ♦ Good
- □ Fair
- □ Poor

ARCHITECTURAL INFORMATION

Architectural Style/Type:	Greek Revival	Exterior Walls (Current):	
Architectural Features:		Exterior Walls (Original):	
Date of Construction: Source:	1853	Foundation: Roof Type/Material:	
Overall Plan Configuration:		Window Material/Type:	

ARCHITECTURAL FEATURES: Broken pediment front gabled roof with fan accent at gable end. Brick two story structure. Stone lintels at windows. Wrap around porch enclosed in glass. Heavy entablature.

ALTERATIONS: Minor alteration to first floor. Addition to first floor.



ARCHITECTURAL SURVEY

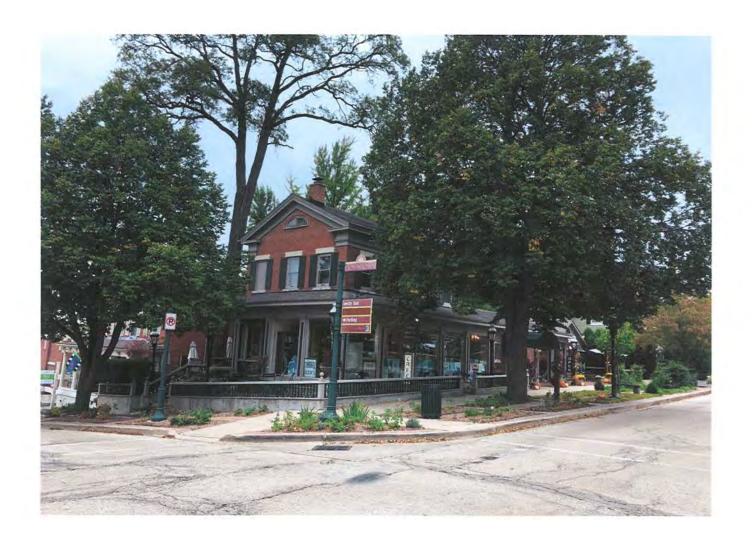
CENTRAL HISTORIC DISTRICT ST. CHARLES, ILLINOIS

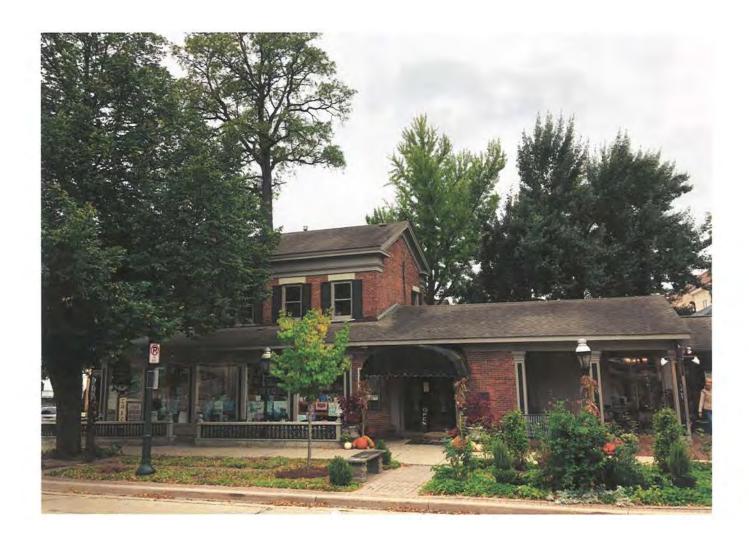
ST. CHARLES HISTORIC PRESERVATION COMMISSION

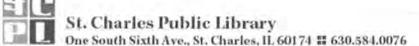
Continuation Sheet

HISTORIC INFORMATION:	
ARCHITECT: Source	
	Orrin Webster
Source	Offin Webster
ASSOCIATED EVENTS, PEOPLE & DATES:	Owner – Clinton Wing, Mayor 1877-1879
Source	
REPRESENTATION IN EXISTING SURVEYS:	
FEDERAL:	
STATE:	Yes
COUNTY:	Vac









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Webster House / Wing House

105 North 2nd Avenue

Clinton and
Margaret Wing
bought this
Greek Revival
home in 1865
from Orrin
Webster, who had
built the home
twelve years
earlier. Wing,

originally from

(View on map)



Image credit: St. Charles Public Library

Vermont, settled on a farm northwest of St. Charles before moving into town. While living in St. Charles, Wing engaged in the real estate and lumber businesses, was a member of the St. Charles School Board, and **served as mayor** from 1877 through 1879. During his term as mayor, Wing helped to bring the Minnesota & Northwestern Railway, later called the Great Western Railroad, through St. Charles. Wing was also instrumental in the establishment of Pottawatomie Park. Clinton and Margaret had nine children, three of whom died in infancy. They suffered the deaths of three more children due to Scarlet Fever during an outbreak of the disease in St. Charles in 1884. The house remained in the Wing family for many years.

In the 1960s, the home was bought and converted into small shops. Marilou Kelly established Town House Books in the former residence in September of 1974. Al Berg held stained glass classes in the remodeled garage adjacent to the book store and then established Al's Ice Creamery in the space in the fall of 1980. Al's Ice Creamery featured specialty malts and milkshakes in its popular eatery. The business moved to Batavia in October of 1996.

David Hunt purchased Town House Books in 1992 and established the Town House Cafe in the space vacated by Al's Ice Creamery in 1996. Town House Books and Town House Cafe are part of the Century Corners Shopping District in one of the oldest neighborhoods in St. Charles.

For additional photographs see:

St. Charles of Illinois p. 104 Reflections of St. Charles p 24

Sources

- Badger, David Alan. <u>St. Charles of Illinois</u>. Havana: David Alan Badger, 1985.
- Clauter, Hazel. Our Community--St. Charles. 1967.
- Durant, Pliny. <u>Passing in Review: Reminiscences of</u>
 <u>Men Who Have Lived in St. Charles</u>. pp. 305-306
 <u>View Online</u>
- Grondin, Kathryn. "St. Charles Bookstore Survives Larger Chains." Daily Herald. 24 September 1999.
- Pearson, Ruth Ann. <u>Reflections of St. Charles</u>.
 Elgin: Brethern Press, 1976. pp. 23-24, 98.

Comments

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Pottawatomie Park

Located along east side of Fox River, 3 blocks west of Rt. 25 (View on map)

This piece of riverfront property, now a public park and recreation area was once home to the Potawatomie Indians who lived along the Fox River Valley. One of the area's first white settlers, Evan Shelby,



Image credit: Art Work of Kane County, 1898 in Illlinois Digital Archives

laid claim to the land in 1833. Calvin Ward purchased the property in 1835 for \$75. Ward's son, Lorenzo, a wealthy butter and cheese producer, built a home on the site in the 1870s. Ward continued to live in his mansion until 1885 when the Great Western Railroad secured the southern portion of his land for its use. Soon after, Ward sold his property to a group of enterprising developers who wanted to build a large hotel along the railroad tracks. The hotel was never built and Ward's mansion burned in the early 1900s.

In the 1890s, St. Charles businessmen, including Clinton Wing and Charles Haines, developed the property into a private park, adding picnic tables, playground equipment, and a refreshment stand. An elaborate park pavilion was built in 1892.

In July 1911, Bert C. Norris petitioned Kane County for permission to form a park district. By May 1912, the area, soon to be known as Pottawatomie Park, became the property of St. Charles Township. Pottawatomie Park was the first public park established in Illinois under the Illinois Park Act of 1911.

The nation suffered under the weight of the Great Depression during the 1930s, but Pottawatomie Park saw many improvements at this time. Park Board member Algert Swanson is credited with securing a large Works Progress Administration (WPA) grant to help pay for the park upgrades. Major contributions from Dellora and Lester Norris and the Park Commission, enabled the construction of new amenities within the park. By 1938, Pottawatomie Park had a golf course, swimming pool, recreation building, baseball diamond, amphitheater, and improved tennis courts.



Beautiful Pottawatamie Park - St. Charles, III.

Image credit: Curt Teich & Co. in Illinois Digital Archives

One of the park's most recognizable attractions, the passenger boats that run on the Fox River, can be attributed to Chet Anderson, who played an active part at the park starting in the 1930s. Anderson, who originally worked a refreshment stand and served Swedish-style picnics, began piloting his first boat on the Fox River in 1946. For thirty-five

cents, Anderson took passengers for a trip up the river on his "Honeymoon Queen." Anderson replaced this original boat with the "St. Charles Belle I in the 1960s, the "St. Charles Belle II in 1981, and added the "Fox River Queen" in 1987. The Pottawatomie Park paddle boat business is still operated by the Anderson family.

Since the early 1990s, the St. Charles Park District has added many improvements to Pottawatomie Park. Opened in January 1991, the 27,000 square foot Pottawatomie Park Community Center provided the community with a gymnasium, locker rooms, dance studios, craft studios, pre-school rooms, and office space for the St. Charles Park District. In 2003, an 18,000 square foot addition to the Center enlarged the space for adult activities and substantially increased the size of the preschool program areas. The original Pottawatomie Park Pavilion was dismantled in 2000. The Park District rebuilt the pavilion in its original location and according to original plans with the help of private donations. In 2009, the St. Charles Park District dedicated the Pottawatomie Park Pavilion tower in honor of James and Joann Collins for their contributions to Pottawatomie Park and to the City of St. Charles.

For additional photographs see:

St. Charles Illinois p 95, 96, 97

Celebrating History p 19, 30, 78, 80, 81

St. Charles Belle: Local History File

Reflections of St. Charles p 105, 108 133

St. Charles on Parade p 44

Strader, L., laborer; P. O. St. Charles.
Smith, L. G., P. O. St. Charles.
Strader, Maria, P. O. St. Charles.
Strader, John, butcher; P. O. St. Charles.
Strader, J. C., clerk; P. O. St. Charles.
Smith, Fred, Constable; P. O. St. Charles.
Stewart, W. A., harness maker; P. O. St.
Charles.

Schults, Fred, farmer; P. O. St. Charles. Sinclair, Jane, P. O. St. Charles. Sill, G. N., Road Comr.; P. O. St. Charles. Sanguist, Jehn, P. O. St. Charles.

SWITZER, MARTIN, P. O. St. Charles; manufacturer of fine butter and cheese, and is doing business at 157 S. Water St., Chicago, as com. merchant, firm of Curtis & Switzer, jobbers of cheese, etc.; is a Rep.; Meth.; was born in Canada West, March 30, 1831, and came to St. Charles in the Fall of 1848, and bought 300 acres of land in Sec. 10, valued at \$50 per acre, which he still owns, but resides in St. Charles. He married Mary Ann Towner in Oct., 1855; she was born in Canada East, May 5, 1836; they have five children (lost two)-Viola S., born March, 1861; Hattie B., born 1863; Willie R., born 1865; Jo. Fred, born 1870; Lizzie May, born 1872; Mr. S. has been a very successful farmer, and as a business man very few have succeeded as well; Mr. S. was one of the first who built a cheese factory in the county.

Shibley, A. H., butcher; P. O. St. Charles. Scott, William, P. O. St. Charles. Swanson, Joseph, lab.; P. O. St. Charles. Scott, John, P. O. St. Charles. Smith, W. H., P. O. St. Charles. Sunderland, W. R., P. O. St. Charles. Schoeberg, Chas. P. O. St. Charles. Switzer, Chas., farmer; P. O. St. Charles. Switzer, Saml., farmer; P. O. St. Charles. Smart, W. H., farmer; P. O. St. Charles. Shaver, C. T., farmer. P. O. St. Charles. Stenberg, A., P. O. St. Charles. Sharp, Eli, farmer; P. O. St. Charles. Samuelson, G., farmer; P. O. St. Charles. THOMPSON, C. O., carp.; P. O. St. Charles.

Trumball, J. P., blacksmith; P. O. St. Charles.

Turbert, Jane, P. O. St. Charles. Treest, Henry, P. O. St. Charles. Tefft, E. A., P. O. St. Charles. Taylor, A. S., farmer; P. O. St. Charles. TYLER, IRA D., farmer; P. O. St. Charles; Rep.; Free Meth.; born in Cayuga Co., N. Y., April 22, 1810; has 137 acres of land on Sec. 35, worth \$10,000; came to this State in 1835, and settled where he now lives, having \$12.50 left; married Aurelia Mixer, in Victor, N. Y., in 1832, where she was born in 1815; they have five children-Warren T., Hannah, George, Lucinda, Daniel and John; George died of wds. received at the siege of Vicksburg; he was in Co. E, 127th Ill. Vol. Inf. The first school in the town was kept in Warren Tyler's log house, Ira D.'s father, by Prudence Ward. He drew the first load of merchandise into St. Charles, for the first store of Minard & Ferson:

Tefft, F. W., farmer; P.O. Batavia.
Turner, W., carp.; P.O. St. Charles.
Trumbull, C. J., P.O. St. Charles.
TNDERWOOD, E., miller; P.O.

St. Charles.

AN PATTEN, J. S., banker; P.

V O. St. Charles.
Van Ame, Rachel, P. O. St. Charles.
Veeder, Jacob, P. O. St. Charles.
Vinike Beni, farmer: P. O. St. Charles

Vinike, Benj., farmer; P. O. St. Charles.

Vinike, Benj., farmer; P. O. St. Charles.

Charles.

Wheeler, J. T., P. O. St. Charles. Way, Mary E., P. O. St. Charles. Whipple, Mrs. David, P. O. St. Charles. Wightson, Edw., far.; P. O. St. Charles.

WING, CLINTON D. Mayor of the city; P.O. St. Charles; Dem.; was born in St. Johnsbury, Vt., Feb. 4, 1835, and moved with his parents to St. Lawrence Co., N. Y., and remained there until 1857, and came to this county in 1862, and engaged in the real estate business and farming, and has been one of the successful men of the times; since the death of Mr. Ira Minard, in 1876, he has been engaged in the settlement of that large estate: in 1872, he was elected President of the Village Council, and is now the Mayor of the city; in an eminent degree, he has the confidence of the people in his official as well as his business duties. He was married Sept. 20, 1857, to Margaret Wine, in N. Y.; she was born in Masseno, N. Y., April 13, 1835; have five children-Hortense M., Clinton D., Jr., Hattie A., Minnic and Fred. M.



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AMERICAN BUNGALOW ART DECO COLONIAL REVIVAL FEDERAL GEORGIAN GREEK REVIVAL ITALIA
RICHARDSONIAN ROMANESQUE SECOND EMPIRE SHINGLE STICK TUDOR MID-CENTURY MODERN

Historic Styles / Greek Revival 1825-1860

Overview



Greek Revival is an excellent example of a style that gained popularity by exploring parallels between an earlier culture and the present day. With British influence waning considerably after the War of 1812 and the nation rapidly expanding westward, the style was fundamentally an expression of America's triumphant sense of destiny and the sense that our

newly formed nation was the spiritual descendant of Greece, birthplace of democracy.

Americans' sympathy and support for Greece's war of independence from Turkey also

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temple-fronted façades on the nation's churches, banks, town halls, and houses. Appropriate to the nation's emerging sense of self, one of the country's first Greek Revival buildings was the Second Bank of the United States, built in Philadelphia between 1819 and 1824. Fostered by building handbooks used by carpenters and builders, the style moved West with the early settlers and acquired subtle regional differences along the way. Not surprisingly, the fastest growing regions ended up with the largest number of Greek Revival homes. Popular fascination with Greek Revival began to wane toward the late 1800s as

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Characteristics

Homes in the Greek Revival style were usually painted white to resemble the white marble of impressive and costly public buildings. The details were bold, but with simple moldings. Heavy cornices, gables with pediments, and unadorned friezes were typical. The gablefronted house, found throughout America, is one of the style's enduring legacies.

architects in the East explored other styles, such as Gothic and Italianate.



Materials

Stucco and wood, and occasionally stone, are the essential building materials of the Greek Revival style. Intended to resemble stone or marble temples the buildings were usually painted white or enhanced with a faux finish such as the Lee Mansion at Arlington National Cemetery.

Roof

Low pitched gable and hip roofs were typical. The cornice line was embellished with a wide band of trim to emphasis the temple-like roof. Standing seam tin or cedar shingles were materials used at the time.



Windows



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the frieze beneath the cornice that replaced the common dormer. Window surrounds tended to be less elaborate than doorways.

MA

Columns

Columns and pilasters are among the most common elements of Greek Revival. Although classical columns are round, by definition, the Greek Revival style also used square or even octagonal columns. The columns were designed without bases as in the Greek style or with bases as in a Roman adaptation. Columns could be fluted or smooth, but they were almost always built of wood.

Rea

The most common and simplest capital style found in Greek Revival is Doric; only a small percentage are Ionic, with even fewer in the Corinthian mode. Occasionally designers used pilasters much like columns, marching them across the front faccade of the wall to which they are attached.

Entrance

Because the vault design was unknown to the Greeks, a simple post-and-beam construction was widely used. For this reason, the arched entrances and fanlights common in the Georgian and Federal styles were not part of the Greek revival movement.

Elaborate door surrounds were frequent features of Greek Revival homes. Typically, small-paned sidelights and a rectangular transom were framed by heavy, wide trim, sometimes recessed for a more three-dimensional look. The door itself might be single or double, divided into one, two, or four panels. Almost invariably, a portico or porch was added in front of the entrance.

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