DEKALB PLANNING AND ZONING COMMISSION AGENDA
February 16, 2021
6:00 P.M.
DeKalb Public Library
Yusunas Meeting Room
309 Oak Street
DeKalb, Illinois 60115

PLANNING AND ZONING COMMISSION MEETING

COVID-19 Notice: This meeting will be conducted in-person with a physically present quorum and open to the public. The corporate authorities of the City of DeKalb intend to conduct this meeting in compliance with all applicable social distancing and public health requirements. All persons attending this meeting in-person shall be required to wear protective face masks/coverings. Furthermore, the corporate authorities of the City of DeKalb intend to conduct this meeting pursuant to Illinois Governor JB Pritzker’s Executive Order 2021-3 dated January 19, 2021 (the “Executive Order”), which prohibits meetings of more than 10 people for Tier 1 mitigations and meetings of more than 25 persons for Tier 2 mitigations, unless the City of DeKalb determines that it is necessary to invoke the Governmental Functions exemption contained in Section 3(c) of the Executive Order “to ensure the operation of government agencies or to provide for or support the health, safety and welfare of the public.”

As a convenience to the public, the City of DeKalb may also provide video, audio, telephonic or internet access for the public to monitor this meeting. The provision of any such remote means of access is not intended to provide for attendance by a means other than physical presence due to the COVID-19 public health emergency, nor is it intended to provide an opportunity for the public to address public officials, make public comment or otherwise participate in the meeting.

Persons wishing to provide public comment or otherwise address public officials in person during this meeting must comply with all applicable rules governing the conduct of this meeting including, but not limited to, the aforementioned social distancing and face covering requirements.

The City of DeKalb is providing the following conveniences for the public to monitor and participate in this meeting:

- Persons wishing to view the meeting from home or elsewhere can tune in to Channel 14 or by following the link provided here.
- Persons wishing to provide public comment but are unable to attend the meeting in person or remotely may forward their comments by clicking on the link provided here. Note that all submissions must be received no later than 12:00 p.m. on the day of the meeting in order to ensure dissemination to the Planning and Zoning Commission before the meeting convenes.
- Zoom Meeting Information
  - Join Zoom Meeting
    - https://us02web.zoom.us/j/88057015248?pwd=VnlFcU9kWTIERG9pQTRjVVVOa29TZz09
  - Meeting ID: 880 5701 5248
  - Passcode: 208073
  - One tap mobile
    - +13126266799,,88057015248#,,,,*208073# US (Chicago)
- For those participating via Zoom and wishing to comment during the public hearing portion of the meeting, please click on the link provided here and add in the Comment Section that you wish to address the Commission verbally. Note that all submissions must be received no later than 12:00 p.m. on the day of the meeting in order to ensure your name is added to the list of remote speakers.
A. ROLL CALL

B. ELECTION OF VICE-CHAIRPERSON

C. APPROVAL OF AGENDA (Additions or Deletions)

D. APPROVAL OF MINUTES
   1. January 19, 2021

E. PUBLIC PARTICIPATION (Open Floor to Anyone Wishing to Speak on Record)

F. NEW BUSINESS
   1. Public Hearing – A petition by DeKalb Community Unit School District #428 requesting an amendment to the site plan approved by Ordinance 2020-015 which approved a special use permit for a private therapeutic day school on the subject site located at 900 E. Garden Street (former Chesebro Elementary School).

   2. Public Hearing – A petition by Midland Trust Company requesting approval of a zoning map amendment from the “HI” Heavy Industrial District to the “PD-I” Planned Development – Industrial District and the First Amendment to the Planned Development Agreement approved by Ordinance 2019-002 for a 36.34 acre site located along the north side of Gurler Road, approximately 500 feet east of S. 1st Street.

G. REPORTS

H. ADJOURNMENT
The Planning and Zoning Commission held a meeting on January 19, 2021, at the DeKalb Public Library in the Yusunäs Meeting Room located at 309 Oak Street, DeKalb, Illinois. Chair Maxwell called the meeting to order at 6:00 PM.

Chair Maxwell stated he wanted to thank everyone for being here tonight. He mentioned for those attending, the meeting room has been set up to meet the CDC recommended distancing guidelines and the Executive Order from the Governor.

A. ROLL CALL

Principal Planner Dan Olson called the roll. Planning and Zoning Commission members present were: Ron Klein, Steve Becker, Trixy O’Flaherty, Jerry Wright, Bill McMahon, Maria Pena-Graham and Chair Max Maxwell. Principal Planner Dan Olson was present representing the City of DeKalb.

B. APPROVAL OF THE AGENDA (Additions/Deletions)

Chair Maxwell requested a motion to approve the January 19, 2021 agenda as presented. Mr. Klein motioned to approve the agenda as presented. Ms. O’Flaherty seconded the motion, and the motion was approved by unanimous voice vote.

C. APPROVAL OF MINUTES

1. January 4, 2021 – Chair Maxwell requested a motion to approve the January 4, 2021 minutes as presented. Mr. Becker motioned to approve the minutes as presented. Mr. Wright seconded the motion, and the motion was approved by unanimous voice vote.

D. PUBLIC PARTICIPATION (Open Floor to Anyone Wishing to Speak on Record)

None

E. NEW BUSINESS

1. Public Hearing – A petition by Goldframe LLC (Facebook) requesting approval of a Final Plat of Resubdivision, amended Final Plan, and amended Development Standards to accommodate a ComEd Substation for property located along the south side of E. Gurler Road, east of Route 23.
Karl Camillucci, representing Goldframe LLC (Facebook), advised they are petitioning for approval of a plat of resubdivision, an amendment to the final development plan and an amendment to the development standards that were approved with this project last year. He said, fundamentally, the project proposal has not changed. He mentioned the subject site includes a substation that will be operated by ComEd, which will deliver electricity to the neighboring data center.

Mr. Camillucci noted when the project was originally approved, ComEd did not have specific details regarding the exact size, design, or location of the substation. He advised the resubdivision will create a new lot, which will be sold to ComEd for their substation. He stated an access road to the substation will be added along the southern edge of the Goldframe LLC property to the Crego Road turnaround.

Mr. Camillucci stated Goldframe LLC requested an amendment to the development standards regarding setbacks for paved areas and buildings to accommodate the substation and access road to the substation. He noted only the access road and substation will be excluded from the setback requirements established in the original development agreement. Mr. Camillucci said there were adjacent residents concerned the setback requirements would be changing for Route 23, which he clarified they would not be.

Principal Planner Dan Olson went through the staff report dated January 14, 2021. He advised the plans between Goldframe LLC and ComEd have been refined regarding the location and size of the substation. He noted the petitioner is requesting a resubdivision to create a separate lot for the ComEd substation, which will be accessed by the Crego Road turnaround. He mentioned this access will be gated and will not be accessible by the public.

Mr. Olson said the final development plan was adjusted to meet the proposed resubdivision and substation layout. He stated the petitioner is also requesting an amendment to the building setback requirements along the south property line, which is currently 150 feet for buildings. He noted the ComEd property line will be approximately 25 feet from the south property line and a small utility building will be approximately 75 feet away. Mr. Olson pointed out the building setbacks for the data center or any setbacks along Route 23 or Gurler Road will not be changed.

Mr. Olson stated the City received the following comments from residents that live on the west side of Route 23, near Gurler Road.

Jim and Dawn Elliott, of 17933 State Route 23, indicated by e-mail concerns regarding the setback and berm along Route 23. Mr. Olson noted the Elliott's
were advised the setback and berm along Route 23 would not be changing from the original development agreement.

David and Melony Zimmerman, of 17821 State Route 23, noted by e-mail concerns regarding the setback along Route 23 and utility companies working on their property. Mr. Olson noted they were advised the setback along Route 23 would not be changing and utility companies/surveyors can conduct necessary work on their property if it doesn’t cause damage.

Paul Knigge, of 3255 State Route 23, indicated by e-mail concerns of noise and truck traffic. Mr. Olson responded that Mr. Knigge was advised there will be truck traffic due to the construction of the Facebook site, but most of the traffic will be using Peace Road.

Chair Maxwell gave the public an opportunity to speak. There was none.

Chair Maxwell gave Commission members an opportunity to speak.

Jerry Wright questioned if the substation is larger than what was originally submitted. Mr. Olson advised the substation is approximately the same size or just slightly larger but moved farther south to accommodate the Facebook development. Mr. Wright questioned if there will be any other changes with the project in the future. Mr. Olson advised there could be future changes, but it would have to go through a public hearing if it’s significant enough. Mr. Camillucci advised there were no current plans for any additional changes, but with the size of the project, it is very possible.

Chair Maxwell questioned if the landscaping or aesthetics have changed from the first time the project was submitted. Mr. Olson responded the general aesthetics have not changed for the subject site.

Mr. Wright moved the Planning and Zoning Commission recommend approval of the Final Plat of Subdivision of DeKalb Subdivision – Phase 2 (3 sheets) dated 12-21-20 prepared by Jacob and Hefner Associates as shown on Exhibit A; approval of an amendment to Ordinance 2020-026 regarding the Final Plan dated 12-28-20 as shown on Exhibit B and an amendment to the Development Standards in Ordinance 2020-026 as shown on Exhibit C.

Mr. Klein seconded the motion.

A roll call vote was taken. Mr. Klein – Yes, Ms. O’Flaherty – Yes, Mr. Becker – Yes, Mr. Wright - Yes, Mr. McMahon – Yes, Ms. Pena-Graham – Yes, Chair Maxwell – Yes. Motion Passed 7-0-0.
F. REPORTS

Mr. Olson welcomed Maria Pena-Graham to the Commission. Mr. Olson advised the appointment of a Vice Chair will be on the agenda for the next Commission meeting.

Mr. Olson stated the special use permit for a parking lot at 1030 E. Locust St. was approved on first reading during the last City Council meeting. He noted a few residents came to the meeting to discuss the operations of Nehring Electrical. He added the City Council voted to bring the petition back for a second reading on January 25, 2021.

Mr. Olson advised no public hearings were scheduled for the February 1, 2021 meeting and will likely be cancelled. He added the following meeting will be on Tuesday, February 16 due to President’s Day.

G. ADJOURNMENT

Mr. Becker motioned to adjourn, Mr. Wright seconded the motion, and the motion was approved by unanimous voice vote. The Planning and Zoning Commission Meeting adjourned at 6:24 PM.
TO: DeKalb Planning and Zoning Commission

FROM: Dan Olson, Principal Planner

RE: Amend Special Use Permit for a Private Therapeutic Day School (Menta Group - DeKalb Community Unit School District #428)

I. GENERAL INFORMATION

A. Purpose: Add an access drive, 10-space parking lot to north side of lot and other improvements

B. Location/Size: 900 E. Garden St./4 acres

C. Petitioner: DeKalb Community Unit School District #428

D. Existing Zoning: “TFR” Two-Family Residential District

E. Existing Land Use: Vacant elementary school with limited storage area


G. Comprehensive Plan Designation: Institutional
II. BACKGROUND AND ANALYSIS

On March 9, 2020 the City Council approved Ordinance 2020-015 which approved a special use permit for a private therapeutic day school (The Menta Group) at the former Chesebrow Elementary School at 900 E. Garden St. DeKalb Community Unit School District #428 is proposing to amend the site plan approved with the special use to add a one-way access drive and 10-space parking lot to the north side of lot and other improvements. The site plan attached to the special use permit from last March did not show an access drive or parking area along the north side of the site (E. Garden St.), so an amendment and public hearing was required. The Menta Group is a non-profit social service organization that serves students with special needs that require varying levels of therapeutic support. The School District reached out to The Menta Group to open a school in the DeKalb area for children with disabilities. The therapeutic day school in the building will allow the School District to have their students closer to home. Due to COVID-19 the project was put on hold since their approval last March. Menta is temporarily using a 3,500 sq. ft. tenant space at 1600 E. Lincoln Hwy. (Pen’s Point Market) for 8-10 students in person and 25 remotely.

The former Chesebrow School has been closed since 2011 and has been used for storage purposes by the School District since then. The Menta Group will lease the building from the School District and occupy approximately 80% of the building, with the remaining space used for storage, the Barb Food Mart, and space for up to five School District staff members. A new roof was added to the building last summer and interior improvements are planned to accommodate the therapeutic programs. Ordinance 2020-015 contained conditions that required the school to re-stripe the parking lot, resurface the sidewalks, replace the parking lot signage and provide an enclosure around the trash dumpster. The applicant will be performing these improvements and additional ones and have provided plans showing the proposed work. Planned exterior improvements include adding a one-way access drive and 10 parking spaces on the north side of the lot. The 10 spaces will be angle parking and will include one handicap space. Entrance to the doors on the north side of the building will be secured. An eight-foot-wide walkway will be added along the one-way drive. A total of four (4) trees will be removed on the north side of the lot to accommodate the access drive and parking lot with 11 trees being saved in this area. For the area south of the building, planned improvements include resurfacing and restriping the parking lot, resurfacing the sidewalk around the west side of the building, adding a new trash dumpster enclosure and replacing parking lot signage. In addition, a new fire service line will be connected to the building and a fire hydrant will be installed just to the southwest of the school. Construction would start as early as March 1 with an anticipated end date of mid-July. The therapeutic programs by The Menta Group would start shortly thereafter.

The Menta Group will serve approximately 60-80 students in the facility in grades K-12. There will be about 25 Menta staff members in the building during operating hours. Operating hours will be Monday-Friday 8:30 am to 2:00 pm for students and 8:00 am to 3:30 pm for staff during the months of September through June. For the summer months, June-August, the hours will be 8:00 am to 12:00 pm for the students and 8:00 am to 3:30
pm for staff. There may be some occasional after-hours activities, however they should not last past 8:00 pm.

The School District provided a brief traffic impact analysis, which is included in the Commission’s background material. One a daily basis, there will be five (5) School District employees working at the school who will park on the north side of the building. Twice a week on Wednesday, Thursday and two Sundays a month, there will be six (6) to eight (8) Food Mart volunteers at the school who will park on the south side of the building. The Barb Food Mart will be open once a week on Thursday’s from 3:30 PM to 6:30 PM. It’s anticipated most volunteers and shoppers will use the parking lot off E. Taylor St., however some patrons may use the north parking area. Twice a week, there will be a box truck delivering food to the Food Mart and will use the E. Garden St. entrance. Randomly throughout the week, there will be School District and Menta Group visitors who may use both entrances. Traffic will be very limited on the weekends. There will be no student drop-off or bus traffic along the access drive from E. Garden St. All school buses and student drop off will occur along the south side off the lot off E. Taylor St.

III. PUBLIC INPUT

The City received a Citizen Response Form from Connie and Steve Boyden of 821 Roosevelt Ct. indicting they would like to see more specifics regarding the proposal before making a decision. They had concerns regarding the new access off E. Garden St. and drainage. City staff contacted the Boyden’s and explained who would be using the access off Garden St. and noted a stormwater plan has been submitted to provide proper drainage for the parking lot/access drive per the City’s regulations. The Boyden’s were pleased with the response. A copy of the Form is provided in the Commission’s back up material.

IV. RECOMMENDATION

Sample Motion:

Based on the submitted petition and testimony presented, I move the Planning and Zoning Commission recommend to the City Council approval of an amended site plan approved by Ordinance 2020-015 in order to add an access drive from E. Garden St., a 10-space parking lot on the north side of the building and other improvements as shown on the site plans dated 1-19-21 labeled as Exhibit A (3 sheets) prepared by Arc Design Resources, Inc. and the floor plan/dumpster enclosure plan dated 1-19-21 labeled as Exhibit B prepared by Richard L. Johnson Architects as provided in the staff report, and subject to the following conditions:

1. There shall be no student drop-off or bus traffic along the access drive from E. Garden St. All school bus and student drop off shall occur along the south side off the subject site off E. Taylor St.
2. The petitioner shall re-stripe the parking lot, resurface the sidewalks, replace the parking lot signage, screen the trash dumpster, provide a new fire service line and fire hydrant in compliance with the Municipal Code and as shown on Exhibits A and B.
SHORT TERM SLOPE EROSION CONTROL BLANKET

REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS PROPOSED CONTOUR LINE COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.

1.02 BLS PREPARE TEMPORARY PARKING AND STORAGE AREA. UPON IMPLEMENTATION AND INSTALLATION CONSTRUCT THE SILT FENCES ON THE SITE. INSTALL INLET PROTECTION DEVICES IN EXISTING 40' 20' PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.

1.03 AREA OF DISTURBANCE = 2.04 AC.

1.04 TURF AREA

1.05 EROSION CONTROL REFERENCE NOTES

1.06 EROSION DETAILS (SEE SWPPP DETAILS SHEET FOR ITEMS BELOW)

1.07 SEQUENCE OF CONSTRUCTION

1.08 LEGEND

1.09 TRASH SEAL BY PERMIT NUMBER...
TO: City Council, City Clerk, and Mayor of the City of DeKalb, Illinois

FROM: Petitioner Name(s): DeKalb CUSD428
Petitioner’s Representative: Tammy Carson
Mailing Address: 901 S. 4th Street; DeKalb, IL 60115

Property Owner: DeKalb CUSD 428
Mailing Address: 901. S. 4th Street; DeKalb, IL 60115

Phone: 815.754.2350
Email: tammy.carson@d428.org

1. The petitioner hereby petitions the City of DeKalb to approve a Special Use Permit for the following property:

A. Legal Description and Parcel Number(s) – If necessary, attach the full legal description on a separate piece of paper:
   Parcel #08-23-385-12 - E. 1/2 S.W. 1/4 SEC 23 T. 40N. R. 4E.

Assessors Lots of Sec 23 - Lot 14 and PT Lot 16

B. Street Address or Common Location: 900 E. Garden Street; DeKalb, IL 60115
C. Size of Property (square feet or acres): 27,000 square foot building on 3.08 acres
D. Existing Zoning: TFR Two-Family Residential
E. Proposed Special Use: *Amend the site plan in Ordinance 2020-016 regarding access, parking and sidewalks - See attached summary
F. Proposed Use and Description: On a separate document, describe the proposed use’s characteristics. Also, indicate whether or not the proposed use would: a) Prevent development and use of neighboring property; b) impact adjacent existing and future land uses; c) impact adjacent property values; d) impact the general public’s health, safety, and welfare; and e) be in conformance with all elements of the “UDO,” Unified Development Ordinance

Updated: 9/2019
2. The petitioner hereby submits the following information:

☑ Vicinity map of the area proposed for the special use
☑ Petition fee ($500.00)
☑ 3 full size copies and an electronic copy on a disk of a site plan, which must show the following items (per the requirements of Article 14.03.03 of the UDO):

☐ Property dimensions
☐ Location and use of proposed structures
☐ Number and location of parking spaces and loading area
☐ Location and type of landscaping (including existing trees 6" in diameter or greater and existing tree masses
☐ Location, type, and height of fencing or walls
☐ Location and width of driveways and curb cuts; internal traffic patterns
☐ Floor area (square footage)
☐ Location of exterior lighting
☐ Location, type, and height of signage
☐ Direction of storm water flow, location of detention area

(Note to Petitioner: A site plan for a special use permit is intended to be a schematic plan only. All plans must eventually conform to other City standards prior to the issuance of any building permits or other permits.)

3. The petitioner hereby states that a pre-application conference ☑ was ☐ was not held with City staff prior to the submittal of this petition.

*Date of pre-application conference: January 22, 2021
Those in attendance: Dan Olson & Tammy Carson

(Note to Petitioner: A pre-application conference with staff is highly encouraged to avoid delays and help in the timely processing of this petition.)

4. The petitioner hereby agrees that this petition will be placed on the Planning and Zoning Commission’s agenda only if it is completed in full and submitted in advance of established deadlines.

5. The petitioner has read and completed all of the above information and affirms that it is true and correct.

[Signature]
Date: 1-25-21

I hereby affirm that I am the legal owner (or authorized agent or representative of the owner – proof attached) of the subject property and authorize the petitioner to pursue this Special Use Permit petition as described above (petitioner must sign if they are the owner).

[Signature]
Date: 1-25-21

Updated: 9/2019
OVERVIEW

Upon approval of the Special Use Permit in 2020, the District continued plans to renovate Chesebro Elementary and contract with Special Education Services (SES), an affiliate of The Menta Group, to lease the building. As the design plans were developed, the need for an additional parking area was identified in the front of the building off of Garden Street. When the school was operational prior to closing in 2011, the only parking was street parking. With the addition of District Facility Staff Offices as well as the Barb Food Mart, the District feels there is a need for on-site parking in the front. This will allow visitors to the Facilities Department, the Barb Food Mart Patrons, and Menta visitors to enter through the secure entrance in the front of the building. In addition, the drop off of food deliveries from the Northern Illinois Food Pantry will be received in this parking area which typically is scheduled for once a week. All school buses and student drop off will still be done in the back parking lot off of Taylor Street.

The parking lot will provide proper lighting and sidewalks to allow for safe access to the building from Garden Street.
OVERVIEW

Special Education Services (SES), an affiliate of The Menta Group, is a nonprofit social service organization. It was established in 1973 to provide therapeutic services to meet the unique needs of children with disabilities. SES has operated in Illinois for over forty years, serving the communities in which we reside. Our commitment to the communities we serve is that every client receives graduates prepared to enter society with the skills and knowledge to be contributing members of society. We believe that it is every child's right and responsibility to be a part of a community and contribute to that community in meaningful ways. Everyone with a disability has the right to have caring adults in their lives who hold high expectations for their success and their futures as well as access to quality resources. We further believe that education is not only about academic growth but also the social and emotional growth of our clients. Our therapeutic programs focus on the whole person by integrating academic, social-emotional, life skills, and transition services. SES also believes that preparing clients for a changing world requires an unrelenting focus on developing the skills necessary for young adults to be college-ready, career-ready, and citizenship-ready, on serving clients in the least restrictive setting, and on providing the services necessary to help clients successfully transition to independent adults, thus assuring that the last day of service looks like the first day of the rest of their lives. For this reason, we strive to collaborate with the communities in which we serve and provide services to the communities in which our children live. By joining together, we are better able to broaden the quantity and quality of services provided and to increase the probability for both child and community success. (Current locations attached.)

BUILDING UTILIZATION

We were requested by the DeKalb CUSD 428 to open a school in the DeKalb area for children with significant disabilities. Some of these students from the DeKalb County area are currently being bused to schools up to 40 miles away given the lack of resources in the area. This would allow the districts to bring the children closer to home. Our long term goals are to be able to set the children up in jobs with the natural supports found in their communities with supports made available from these resources. SES plans to operate a 14-7.02 non-public therapeutic day facility for individuals with disabilities.

- The program will serve approximately 60-80 children grades K-12 with a variety of disabilities including: Autism, Emotional Disabilities, Intellectual Disabilities, Traumatic Brain Injury, Specific Learning Disabilities, Other Health Impairments and Multiple Disabilities.

- Operating hours: Sept-June Monday-Friday: Staff: 8:00 am-3:30 pm. Students 8:30-2:00. ESY hours June-Aug. Staff 8:00 am-3:30 pm. Students 8:00 am-12:00. Approximately eight times per year, activities may occur on the site after regular operating hours but typically no later than 8:00 pm.
## CURRENT LOCATIONS

### Illinois

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<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City</th>
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<tbody>
<tr>
<td>CORE Academy</td>
<td>801 Illinois</td>
<td>Aurora</td>
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<tr>
<td>Fox Tech &amp; Trade</td>
<td>195 Poplar</td>
<td>North Aurora</td>
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<tr>
<td>Menta Academy Oak Park</td>
<td>44 Madison</td>
<td>Oak Park</td>
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<td>Menta Sports Academy</td>
<td>5101 S Keeler</td>
<td>Chicago</td>
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<td>Menta Academy Northwest</td>
<td>8702 N 2nd Ave</td>
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<td>Menta Academy North</td>
<td>621 Belvidere</td>
<td>Waukegan</td>
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<td>Menta Academy Hillside</td>
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<td>4187 183rd St</td>
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<td>1020 Rowell Rd</td>
<td>Joliet</td>
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<td>Cornerstone Academy</td>
<td>316 South St</td>
<td>Nokomis</td>
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<td>Taylorville Cornerstone Academy</td>
<td>100 W Franklin</td>
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<td>Menta Academy Belleville</td>
<td>4100 W Main</td>
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### Arizona

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<td>Southwest Academy</td>
<td>4106 W 67th</td>
<td>Phoenix</td>
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<td>Southwest Education Center</td>
<td>520 Camino Mercado</td>
<td>Casa Grande</td>
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<td>Menta Academy Yuma</td>
<td>600 21st Ave</td>
<td>Yuma</td>
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<td>Apache Junction School District</td>
<td>1575 W. Southern Ave</td>
<td>Apache Junction</td>
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<td>Compadre H.S.</td>
<td>500 W Guadalupe Rd</td>
<td>Tempe</td>
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<td>McClintock H.S.</td>
<td>1830 E. Del Rio Dr</td>
<td>Tempe</td>
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<tr>
<td>Verde Valley</td>
<td>1 N Willard</td>
<td>Cottonwood</td>
</tr>
<tr>
<td>HarborView Academy</td>
<td>3249 E Harbour</td>
<td>Phoenix</td>
</tr>
</tbody>
</table>
February 4, 2021

Mr. Zachary Gill, City Engineer
City of DeKalb
1216 Market Street
DeKalb, IL  60115

Dear Mr. Gill:

As requested by the City of DeKalb, the following information serves to fill the Traffic Impact Study:

● On a daily basis, there will be five (5) District staff members who will be working at Chesebro Elementary and parking in the proposed new lot on the North Side of the building off of Garden.
● Twice a week on Wednesday, Thursday, and two (2) Sundays a month, there are six (6) - eight (8) Barb Food Mart Volunteers who will be at Chesebro. They will park in the back lot to allow space in the front lot.
● Once a week on Thursday after 3pm, the Barb Food Mart is open. Most shoppers and volunteers will park in the back parking lot off of Taylor Street. Anyone in need of handicapped parking, will park in the front off of Garden Street.
● On Wednesday around 12noon and Thursday around 9:30am, a delivery truck (box truck) delivers food to the Barb Food Mart and will enter off of Garden Street. These delivery times are subject to change based on the delivery schedule of the Northern Illinois Food Bank and DeKalb County Community Gardens.
● Randomly throughout the week, there will be District and Menta Group visitors.
● Traffic will be very limited on the weekend.

Please note that the front parking lot will not be used for student drop off/pick up areas. Menta Group students and staff will enter the building from the Taylor Street parking lot.

If there are any questions regarding this request, please don’t hesitate to contact me directly.

Sincerely,

Tammy Carson, CPS & CPMM
Director of Facility & Safety Operations
LEGAL NOTICE

NOTICE is hereby given that a public hearing will be held before the DeKalb Planning and Zoning Commission at its regular meeting on Tuesday, February 16, 2021 at 6:00 p.m. in the Yusunas Meeting Room at the DeKalb Public Library, 309 Oak St., DeKalb, IL, on the petition by DeKalb Community Unit School District #428 to amend the site plan approved by Ordinance 2020-015 which approved a special use permit for a private therapeutic day school for the property located at 900 E. Garden St. (former Chesebro Elementary School). The petitioner is requesting to amend the site plan approved by the special use permit in order to add an access drive from E. Garden St. and a 10-space parking lot on the north side of the building and other improvements as shown on the plans submitted with the petition. The subject site has a Parcel Identification Number (PIN) of 08-23-385-012 and is zoned “TFR” Two Family Residential District.

All interested persons are invited to appear and be heard at the time and place listed above. Interested persons are also encouraged to submit written comments on the proposal to the City of DeKalb, Community Development Department, 164 E. Lincoln Highway, DeKalb, Illinois, 60115 by 12:00 p.m. on Tuesday, February 16, 2021, by e-mail to dan.olson@cityofdekalb.com or the Online Public Comment Submission Form at https://www.cityofdekalb.com/FormCenter. Further information regarding the petition is available from the Community Development Department at (815) 748-2070 or on the City of DeKalb’s web page at https://www.cityofdekalb.com/1103/Public-Hearings.

Max Maxwell, Chair
DeKalb Planning and Zoning Commission
900 E. Garden St. – Amendment to Special Use Permit
Citizen Response Form

Owners Name: Connie & Steve Boyden

Property Address: 821 Roosevelt Ct. DeKalb IL

Basic Input:

☐ I support the proposal.
☐ I am not sure if I would support the proposal.
☒ I do not support the proposal.

Written Comments:

2/9/21

To the City of DeKalb, IL Community Development Planner and DeKalb School 428 District

We submit the following - RE. THE FORMER CHESEBRO BUILDING & PROPERTY, 900 E, Garden St.
DeKalb, IL #Ordinance 2020-15 for a Therapeutic Day School site plan.

Concern - THERE SHOULD BE NO ACCESS FROM THE NORTH SIDE OF SCHOOL (OR THE GARDEN ST.
SIDE) – as access already exists from the South side. It has been there since the school was built, in the
late ‘70s.

Concern - If approved, and blacktop or cement is added to build the north driveway - there will be an
issue of water drainage. We cannot handle any more drainage from the school property to the west.

Question - Who will be using this new access drive, if approved? (Ass there is no pick-up or drop-off from
the North/Garden St. side. Also, no bus traffic). FYI We hope parents & Police are informed of your
decisions; as when an elementary school, parents were in our drive-way for pick-up of their students.

We would like to see specifics before deciding.

Steve Boyden
Connie Boyden
Steve & Connie Boyden
(815)757-3697
821 Roosevelt Ct., DeKalb IL

Neighboring Landowners
TO: DeKalb Planning and Zoning Commission
FROM: Dan Olson, Principal Planner
RE: Zoning Map Amendment from the “HI” District to the “PD-I” District and First Amendment to the SunVest Solar Development Agreement – North side of Gurler Road, east of S. 1st St. (Midland Trust Company - James Planey)

I. GENERAL INFORMATION

A. Purpose: Rezone subject site to the “PD-I” District and amend Ordinance 2019-002 to; 1) remove the time restriction for State approval of a solar energy generation facility; 2) allow the permitted and special uses in the “HI” District on Lots 1, 2 and 3 including a solar energy facility as shown on the approved plans in the Ordinance

B. Location/Size: North side of Gurler Rd., 500 feet east of S. 1st St./36.34 acres

C. Petitioner: Midland Trust Company – James Planey

D. Existing Zoning: “HI” Heavy Industrial

E. Existing Land Use: Agriculture

F. Surrounding Zoning and Land Use: North: “HI”; Stormwater Facility, Warehouse
   South: “A1” (DeKalb County); Agriculture
   East: “HI”; Distribution Center
   West: “A1(DeKalb County); Single-Family, Agriculture

G. Comprehensive Plan Designation: Light Industrial
II. BACKGROUND AND ANALYSIS

On January 28, 2019 the City Council passed Ordinance 2019-002, which conditionally approved the rezoning of the subject site from the “HI” Heavy Industrial District to the “PD-I” Planned Development Industrial District. The 36.34-acre site is located along the north side of Gurler Road, approximately 500 feet east of S. 1st and has agricultural uses. The rezoning was contingent upon the approval within one year of a solar energy generation facility on Lots 1 and 2 (plan attached) through the State. The applicant (SunVest Solar) did not receive State approval within the year. On January 27, 2020 the City Council approved a Resolution granting a one-year extension per the request of the applicant. SunVest Solar did not receive approval again in 2020 as the State process was delayed due to COVID-19. The Ordinance did not allow for any further extension requests.

The owner of the property, Jim Planey, desires to have more flexibility for Lots 1 and 2 to be able to develop a use allowed in the HI District. The current agreement restricts the use of Lots 1 and 2 to a solar energy generation facility only. The owner also wants to keep the option open of having a solar facility on any of the three lots if its approved at the State level.

The amended development agreement proposes language that will remove the one-year time limit for State approval of a solar energy generation facility. In addition, the amended language will permit a solar energy generation facility on any of the three lots as well as any permitted or special use in the “HI” District. The preliminary plat and plans approved for the solar facility in the 2019 Ordinance will remain valid for two years after the approval of the amendments. The amended language allows the City Council to grant a one-year extension. The zoning standard exceptions to the UDO regulations for the solar facility granted in the 2019 Ordinance are still valid as well as revisions required for the plans. The design and appearance provisions remain in the agreement as well as the maintenance provisions, fees and water main cost responsibilities. The proposed amendments also remove sections of the original development agreement that are already covered in the Municipal Code and will make the agreement easier to follow and more efficient.

III. PUBLIC INPUT

The City received an e-mail from Elizabeth Beller representing Oak Properties who indicated their support of the rezoning request. Oak Properties own the property at 2805 S. 1st St. (west side of S. 1st St., across from Harvestore Dr.).

IV. RECOMMENDATION

Sample Motion:

Based on the submitted petition and testimony presented, I move the Planning and Zoning Commission recommend to the City Council approval of a zoning map amendment from the “HI’ Heavy Industrial District to the “PD-I” Planned Development –
Industrial District for the subject site and the approval of the First Amendment to the Planned Development Agreement approved by Ordinance 2019-002 as indicted on Exhibit A to the staff report.
EXHIBIT A

FIRST AMENDMENT TO SUNVEST SOLAR PLANNED UNIT DEVELOPMENT AGREEMENT WITH THE CITY OF DEKALB

This First Amendment to the Sunvest Solar Planned Unit Development Agreement with the City of DeKalb (the “First Amendment”), by and between the City of DeKalb (the “City”), an Illinois home rule municipal corporation, and Midland IRA, Inc., FBO James Planey, ROTH #1633257, (the “Owner”), who are collectively referred to as the “Parties”, state as follows:

RECITALS

WHEREAS, Owner is the owner of approximately 36.34 contiguous acres of real property situated near the northeast intersection of South First Street and Gurler Road in the City, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, on January 28, 2019, the City’s corporate authorities duly approved the Sunvest Solar Planned Unit Development Agreement with the Owner (the “Agreement”); and

WHEREAS, the Agreement provided for the rezoning of the Property from the “HI” Heavy Industrial District to the "PD-I" Planned Development Industrial District for a Community Solar Garden (the “Rezoning”) contingent upon the Owner obtaining required approvals from the State of Illinois for the installation of the solar energy facilities by January 28, 2020; and

WHEREAS, on January 27, 2020, the City’s corporate authorities duly approved Resolution 2020-012 to extend the deadline for the conditional Rezoning of the Property to January 28, 2021; and

WHEREAS, the Agreement further provided that if the Owner failed to give the City notice of obtaining required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement, then the Agreement shall be subject to voiding by the City and reversion to the previously existing zoning classification after the conduct of a due process hearing in accordance with Section XII(J) of the Agreement; and

WHEREAS, the Parties stipulate and agree that the Owner failed to obtain the required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement; and

WHEREAS, the Parties desire to void and amend the Agreement to remove the time restriction for State approval of a solar energy generation facility and to rezone the Property to allow a planned industrial development and associated improvements, as well as all of the permitted, special, and accessory uses in the “HI” Heavy Industrial District; and

NOW, THEREFORE, in consideration of the promises made herein, the Parties agree as follows:
SECTION 1: Recitals. The above recitals to this First Amendment are true, correct, material, adopted and incorporated herein as Section 1 to this First Amendment.

SECTION 2: Voiding of the Agreement. The Parties stipulate and agree that: (1) the Agreement shall be void due to the Owner’s undisputed failure to obtain the required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement without requiring a due process hearing in accordance with Section XII(J) of the Agreement; and (2) the Owner waives any and all claims regarding any entitlement to a due process hearing to void the Agreement. Notwithstanding anything foregoing to the contrary, the Parties agree and stipulate that the hearing before the City’s Planning and Zoning Commission on February 16, 2021 shall satisfy any and all claims of Owner’s entitlement to a due process hearing to void the Agreement. Furthermore, Owner agrees to hereby waive, release, hold harmless, defend and indemnify the City and the City’s elected officials, officers, agents and employees from and against any and all claims, causes of action, damages, and attorney’s fees arising out of, related to, or regarding the Agreement and the voiding of the Agreement including, but not limited, the adequacy and provision of a due process hearing to void the Agreement.

SECTION 3: First Amendment. The Agreement shall be restated and amended as follows:

A. **Zoning:** Contemporaneous to the adoption and execution of this First Amendment, the City shall approve an ordinance approving the rezoning for the Property to "PD-I" Planned Development Industrial District to: (1) allow for the use and development of a solar energy generation facility, contingent upon Owner obtaining all of the required approvals from the State of Illinois for the installation of said solar energy facility and from the City for the Decommissioning Plan; (2) allow for all of the permitted, special, and accessory uses in the “HI” Heavy Industrial District as provided by the City’s Unified Development Ordinance (the “UDO”); and (3) approve of the preliminary plat of subdivision dated 11-9-18 prepared by Wendler Engineering (the “Preliminary Plat”), the landscape plan dated 11-9-18 prepared by the Lannert Group (the “Landscape Plan”), and the plans dated 11-6-18 prepared by New Energy Equity (the “Plans”), all of which shall be collectively attached hereto, incorporated herein, and referred to as “Group Exhibit B” or the “Development Plans”; provided, however, that the approval of the Development Plans is contingent upon: (a) Owner’s revision of the Development Plans in accordance with the below-mentioned “Revisions to Development Plans”; and (b) the below-mentioned “Design and Appearance Provisions”.

The zoning for the Property approved pursuant to this First Amendment shall remain in effect from and after the adoption of the zoning approvals unless an amendment or change is sought by Owner, or the then fee owner of the Property, or of any portion of the Property, or as otherwise provided by law for the amendment of zoning classifications. Notwithstanding the foregoing to the contrary, the Parties agree that if the City re-defines or amends the zoning classification applicable to the City, the regulations established by such re-defined or amended zoning classification shall not be more restrictive than, and shall not impose greater limitations on the development, use, or enjoyment of the Property than that allowed under the zoning classification provided for by this First Amendment.
Except as may otherwise be provided by this First Amendment, any development of the Property shall conform to the UDO’s requirements and all other applicable provisions of the City’s Municipal Code including, but not limited to, appropriate site, engineering, planned development, landscape plan, and building permits, reviews, and approvals by City Staff, the City’s Planning and Zoning Commission, and the City’s corporate authorities. Pursuant to Section 5.13.14 of the UDO, no approval of a final development plan shall be valid for a period longer than two (2) years from the date of approval unless within such period a building permit is obtained and construction of a development's foundation is commenced; provided, however, that the City Council may grant a one (1) year extension upon written request of the original applicant if the application submitted is substantially the same as the initially-approved application.

B. **Exceptions to the UDO’s Requirements:** During the period of time in which the approval of the Development Plans is valid under this First Amendment, Owner shall be granted the following exceptions to the express requirements of the UDO:

1. Exception from Article 7.06 to allow a seven-foot-high chain link fence around the perimeter of the two solar gardens (Lots 1 and 2 on the Preliminary Plat) in the location shown on the Development Plans. Alternatively, at the discretion of the City Manager, at the time of final plat approval, the seven-foot-high chain link fence shall be excluded and instead an eight-foot-tall deer fence shall be utilized instead, in a configuration and design acceptable to the City Manager.

2. Exception from Article 10.05 to not require interior lighting for the solar gardens relative to Lots 1 and 2 on the Preliminary Plat.

3. Exception from Article 12.04 to not require landscaping around the solar gardens (Lots 1 and 2 on the Preliminary Plat), except as shown on the Landscape Plan or any amendments thereto approved by the City Manager.

4. Exception from Article 9 to not require the extension of utilities and improvements when subdividing the property for the solar gardens (Lots 1 and 2 on the Preliminary Plat), except as outlined herein.

C. **Revisions to Development Plans:** Prior to the City’s approval of the Development Plans, Owner shall revise the Development Plans (the “Revisions to Development Plans”) as follows:

1. The labeling of the ROW dedication along Gurler Road and S. 1st St. along with the associated setbacks need to be coordinated and consistent between the Preliminary Plat, the Landscape Plan, and the site plan.

2. The Preliminary Plat shall be revised to correctly indicate and label the 40-foot setback along Gurler Road and S. 1st St. as well as the 50-foot and 100-foot setbacks indicated along the west side of the site. The labeling of a 30-foot setback along Gurler Road shall be removed.

3. The site plan shall incorporate a note indicating that the developed solar farm
condition will have a net stormwater runoff that is either equal to the existing runoff or within the capacity of the City-owned detention pond to the north was designed to handle from the subject property.

4. Owner shall clarify on the Landscape Plan the extent of the prairie seed mix. The frontage along Gurler Road (outside of the fenced area) shall be planted with turf grass, as shall be mowed and not planted with the prairie seed mix. Appropriate plan notes shall be inserted subject to approval by the City Manager.

5. The Landscape Plan shall be modified to add tree protection fencing at the drip line of the existing tree line along the west property line during construction, and that there shall be no disruption to the existing tree line along the west property line.

6. A Final Plat, with all applicable certificates, shall be prepared and approved per the UDO standards prior to any application for construction permits on the Property.

D. **Design and Appearance Provisions:** If a solar garden is not developed on the Property, the design and appearance of any structure proposed to be constructed on any portion of the Property shall be subject to the review and approval of the City Manager. If the City Manager refuses to approve of a given design or elevation, the Owner may appeal said determination to the Planning and Zoning Commission for a recommendation, and to the City Council for a final decision.

E. **Maintenance of the Property:** The maintenance and operation of the Property shall comply with the City’s Municipal Code and all other applicable ordinances, regulations, and laws. The Property shall be managed, operated, and maintained with reasonable professional skill by appropriately trained personnel. Owner shall cooperate in good faith with the City to maintain the Property in compliance with the City’s Municipal Code. Owner agrees to: (1) install, maintain, and provide access to a “Knox Box” entry system on the Property’s primary building entrances for use by the City’s emergency responders; (2) allow the City’s law enforcement personnel access to any surveillance video footage operated on the Property for law enforcement purposes; and (3) allow an annual inspection of the Property’s common areas by the City’s Police Department, Fire Department, and Building Department for the purpose of confirming compliance with the City’s Municipal Code.

Additionally, the Parties stipulate and agree that, if a solar generation facility is developed on the Property, portions of the Property are proposed to be maintained with prairie grass that may not strictly comply with the requirements of the City’s Property Maintenance Codes. Owner shall be permitted to install and maintain such prairie grass; provided, however, that Owner submits a maintenance plan for such areas in form and content acceptable to the City Manager (the “Prairie Grass Maintenance Plan”). Following the City Manager’s written approval of the Prairie Grass Maintenance Plan, Owner shall thereafter at all times comply with the approved prairie grass maintenance plan. If Owner fails to comply with the Prairie Grass Maintenance Plan, the City may terminate the Prairie Grass Maintenance Plan upon giving notice to the Owner, and thereafter, Owner shall comply with the then-current property maintenance provisions applicable to the Property. Prairie grass may only be maintained within the Property’s fenced-in areas that are...
shown on the approved Development Plans as having prairie grass installation, and then only after actual installation of intentional prairie grass plantings. All other areas shall be maintained in accordance with the City’s property maintenance standards.

Furthermore, Owner may continue the existing agricultural use and maintenance of the Property until a building permit is obtained and construction of the solar energy facility’s foundation is commenced. Owner shall employ reasonable measures and appropriate agronomic techniques to maintain the Property during times of agricultural use in accordance with best practices for site maintenance.

F. Water Mains and Potable Water Supply: Owner shall have the right to connect to and use the City’s potable water system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall be due at the time of building permit application. Said fees may be changed by the City from time to time in the City’s sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due. Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to, any security required by this First Amendment, the UDO, or applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. At any time that Owner replaces any water mains on the Property at any point in the future, all water mains replaced shall be replaced with a water main of a size and configuration acceptable to the City.

The Parties stipulate and agree that the Owner is required to extend water mains along both the First Street and Gurler Road right of way in order to extend the water mains to the end points of the Property and enable the orderly continuation of development in the City. However, the Parties stipulate and agree that the Development Plans will not require such extensions to be made at present, and that there is no presently pending development of property ‘downstream’ of the Property such that the extensions are immediately necessary. Accordingly, with respect to the water main extensions that may be required, the Parties stipulate and agree as follows:

1. With respect to Lots 1 and 2, Owner shall be responsible for the costs of extending water main from the existing terminus on Gurler Road to the westerly property line of the Property, in the Gurler Road right of way. The Parties acknowledge that the Engineer’s Estimate of Probable Cost (“EOPC”) for such improvement is $245,000.00 (calculated at $200 per lineal foot along 1,225 feet of frontage). Owner shall be responsible for paying one-half this sum (i.e., $122,500), which may be paid in one lump sum or may be paid in equal installments of $40,833.33 each over a 3-year period, with a payment in such amount due each year on the anniversary of the City’s approval of the first final plat for any portion of the Property. In the event that the City has a user of water (excluding a user on the Property) who wishes to connect to this watermain extension prior to the time that it is fully funded, the Owner shall have the option to either fully fund its portion of the extension (i.e., pay any unpaid portion of the one-half of the EOPC), or to continue making annual payments. If the Owner elects to continue to make annual payments, then the City
shall be entitled to permit the downstream user to construct the water main extension across the Property, and shall be entitled to approve of a recapture agreement obligating the Owner to reimburse the downstream user for 50% of the actual costs of installing the water main extension across the Property, less any payments previously made under this section, plus interest on the remaining, unpaid sum at a rate not exceeding the prime interest rate plus two percent (2%) per year, until such sum is paid in full (with the annual payments being made in the amount specified above (i.e., $40,833.33) until such sum is fully satisfied). The City shall deposit all amounts received by it under this subsection in an escrow pending completion of the construction of the improvements contemplated herein. Any funds remaining following construction shall be returned to the Owner. Should the City or any third party construct such water main, the funds within such escrow shall be utilized for the costs of designing, permitting and constructing such improvement. In the event that the City has a user of water on the Property, or that any use other than the solar generation use is proposed to be constructed on Lot 1 or 2, Owner shall be responsible for full installation and looping of water mains along Gurler Road and 1st Street, in a configuration reasonably acceptable to the City.

2. With respect to a water connection necessary to accommodate development on Lot 3, Owner shall be required to install a looped water main on the Property in a location, configuration and size acceptable to the City based upon the approved final engineering plans at the time of construction. The Parties acknowledge that this looped water main shall connect to the existing water main terminating at the southeastern corner of the Property, shall extend to the westerly boundary of the Property (if not to the South First Street right of way), and shall thereafter extend in a northerly direction to connect to existing water main at the northerly boundary of the Property. Should the Owner undertake this construction, the Owner may utilize the funding held in escrow under the preceding subsection, but shall be responsible for the entirety of costs incurred in constructing the improvement. The City shall reasonably collaborate with Owner in preparing and recording a recapture agreement entitling the Owner to recapture against the property located directly south of Gurler Road, for one-half of the costs of such portion of the water main extension that resides within the Gurler Road right of way.

G. Fees: Owner shall pay all fees imposed under the City’s Municipal Code or this First Amendment in the amount and in the time provided therein. The Parties shall, at the time of payment of any required fee, cooperate to determine the amount of the fee due.

The Parties acknowledge that the City does not presently have a building permit established for solar generation facilities. The Parties agree that, during the period of time in which the approval of the Development Plans is valid under this First Amendment, the building permit fee for the solar generation facilities shall be $6,000 for a facility of up to 2,000 kW AC, and $200 per each 100 kW over 2,000 kW. Said fee shall automatically increase by an amount equivalent to the applicable Consumer Price Index contemplated by Chapter 9 of the City Code, on an annual basis (without requirement of any notice to Owner). In the event that the City later adopts a revision to its Building Code that imposes an alternate fee schedule, the then-current schedule shall be utilized and such Building Code update shall supersede this First Amendment.

The Parties further agree that the water main contribution fee contained within this First Amendment is specifically and uniquely attributable to the development of the Property; the
Owner participated in the calculation and reconciliation of said fee; and neither the Owner nor any successor hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity, enforceability, validity, or applicability of the fee, nor shall Owner pay any such fee under protest. The Parties acknowledge that there are no impact fees or land dedications due by virtue of the development of Lots 1 and 2 of the Property (other than with regard to easements and rights of way contemplated by the approved Development Plans). Notwithstanding the foregoing to the contrary, Owner or the subsequent owners or developers of any portion of the Property shall be responsible for payment of all future fees, charges, and assessments relating to their use or modification of the Property including, but not limited to, building permit fees for remodeling of any structure on the development and similar fees.

H. Decommissioning Plan: Should Owner provide the City with written notice that it has been approved for the construction of the solar energy generation facility, Owner shall, at the time of providing such notice, also provide a decommissioning plan for the Property (the “Decommissioning Plan”). The Decommissioning Plan shall be subject to approval by the City Manager. Owner’s failure to obtain approval of the Decommissioning Plan shall be

The Decommissioning Plan shall contain the following requirements: (1) the Decommissioning Plan shall be triggered and complied with at any point that the solar panels are not actively generating energy being transmitted to the electrical grid for a period of one hundred and eighty (180) days or longer; (2) upon the occurrence of the first requirement, the Owner shall have six (6) months to comply with the Decommissioning Plan and to fully remove the solar energy generation facilities from the Property; (3) provisions for removal of all structures and foundations, restoration of soil and vegetation; (4) an engineer’s estimate of probable cost (EOPC) for the costs associated with decommissioning; (5) provision of sufficient security (i.e., a bond, irrevocable letter of credit, or escrow posting) in the form and content acceptable to the City Manager to secure the costs of decommissioning and site restoration.

I. Indemnification: Owner and its agents, employees, officers, and contractors agree to defend, indemnify, and hold harmless the City and the City’s elected officials, officers, employees, and agents from and against any and all causes of action, claims, liabilities, losses, damages, injuries, expenses, costs, penalties, fines, and reasonable attorney’s fees relating to, arising out of, or regarding this First Amendment, and the construction, development, maintenance, and operation of the Property.

J. Assignment: Owner may assign this First Amendment without City approval, but only in connection with its conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Owner shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this First Amendment, and shall retain the obligations created thereby with respect to any portion of the Property retained and not conveyed. If Owner or its successors sell a portion of the Property, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this First Amendment (excluding rights of recapture) which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property so conveyed, but any such seller shall retain any rights and obligations it may have under this First Amendment with respect to any part of the Property retained and not conveyed by such seller. The seller shall have the right to require the
purchaser to deposit with the City a replacement Letter of Credit, in a form reasonably acceptable to the City Manager, whereupon the City shall accept the replacement Letter of Credit in substitution of the seller’s Letter of Credit.

K. Remedies:

(a) Upon a breach of this First Amendment, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois.

(b) In the event of a material breach of this First Amendment, the parties agree that the party alleged to be in breach shall have thirty (30) calendar days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein; provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same.

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts, but specifically excluding epidemics, pandemics, and public health emergencies such as COVID-19, the time for such performance shall be extended by the length of such delay; however, the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

(d) The failure of any party to this First Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this First Amendment shall be deemed to constitute an election of remedies, and all remedies set forth in this First Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

L. No Personal Liability: The parties acknowledge and agree that the individuals who are members of the group constituting the City’s corporate authorities are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

M. Entire Agreement: This First Amendment sets forth all agreements, understandings, and covenants between and among the parties. This First Amendment supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire First Amendment of the parties. Any amendment to this First Amendment shall be in writing duly approved by the Parties.
N. **Severability.** If any provision, covenant, agreement or portion of this First Amendment, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this First Amendment, and, to that end, all provisions, covenants, agreements or portions of this First Amendment are declared to be severable.

O. **Illinois Law.** This First Amendment shall be construed its accordance with the laws of the State of Illinois.

P. **Interpretations.** This First Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

Q. **Headings.** The section headings in this First Amendment are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this First Amendment.

R. **Counterparts.** This First Amendment may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

S. **Exhibits:** The following Exhibits referred to herein and attached to this First Amendment are hereby made a part of this First Amendment:

- **Exhibit A:** Legal Description
- **Group Exhibit B:** Plans

T. **Notices.** Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this First Amendment shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of DeKalb
Attention: City Manager
164 E. Lincoln Hwy.
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Suite 702
Rosemont, IL 60018

If to the Owner:
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers and attested as of the day and year first set forth above.

CITY OF DEKALB, an Illinois home rule municipal corporation

By: ______________________________
    Jerry Smith, Mayor

Attest: ______________________________
    Ruth Scott, Executive Assistant

Date: ______________________________

OWNER: Midland IRA, Inc., FBO James Planey, ROTH #1633257

By: ______________________________  Attest ______________________________

Date: ______________________________
NEW ACCESS ROAD
~1000' AND 0.8% OF PROPERTY. ACCESS ROAD CONSTRUCTION TO FOLLOW COUNTY RULES USING BITUMINOUS AGGREGATE MIXTURE 6 INCHES THICK.

LOCATION OF NEW INTERCONNECTION POLES, WOOD MATERIAL, ~40 FEET IN HEIGHT

EXISTING 3-PHASE UTILITY LINE

LOCATION OF NEW INTERCONNECTION POLES, WOOD MATERIAL, ~40 FEET IN HEIGHT

UNDERGROUND RUN FROM LAST INTERCONNECTION POLE TO EQUIPMENT PAD

EXTEND EXISTING 16" WATER MAIN TO WEST SIDE OF ENTRANCE DRIVE

REVISIONS

#  BY            DATE
0    ORIGINAL DESIGN            KHC            4/16/2018
1    CO-LOCATION UPDATE         KHC            4/27/2018
2    CUP UPDATES                BC             7/11/2018
3    CUP UPDATES                KHC            8/20/2018
4    UPDATED SINGLE LINE         KHC            9/17/2018
5    CUP UPDATES                KHC            11/6/2018
6

DESIGN CRITERIA

MIN/MAX TEMP.            -25°C / 32°C
WIND SPEED (ASCE 7-10)          105 MPH
BUILDING CATEGORY        I
EXPOSURE CATEGORY        C
GROUND SNOW LOAD        25 PSF
BUILDING HEIGHT        0'-0"

SYSTEM SIZE DC             2.8917 MW
SYSTEM SIZE AC             2.0000 MW
DC/AC RATIO                1.445
AZIMUTH                  180
TILT                    25°
MODULE COUNT             8262
MODULE TYPE             REC 350TP72
MODULE STC RATING       350 W
INVERTER COUNT            34
INVERTER TYPE            [30] CPS SCA60KTL-DO/US
INVERTER POWER         60kW
RACKING                   TBD
MONITORING             ALSO ENERGY

FIRE DEPARTMENT WILL HAVE ACCESS VIA A KNOX PRODUCT ACCEPTABLE TO BOTH THE DEPARTMENT AND DEVELOPER. DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

DRAWN BY KEVIN CORCORAN

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.
**EQUIPMENT PAD WITHIN GROUND MOUNTED ARRAY**

- CPS 60kW Inverter #1
- CPS 60kW Inverter #6
- CPS 60kW Inverter #7
- CPS 60kW Inverter #10
- CPS 60kW Inverter #27
- CPS 60kW Inverter #30
- CPS 50kW Inverter #31
- CPS 50kW Inverter #34

**600A ACCUMULATION PANEL #1**

**400A ACCUMULATION PANEL #2**

**400A ACCUMULATION PANEL #7**

**400A ACCUMULATION PANEL #8**

**100A**

**90A**

**SECTION #1**

**LOW VOLTAGE SWITCHGEAR**

- 3200A 80% RATED 3 PHASE, 4 WIRE, NEMA 3R

**SECTION #2**

**CUSTOMER METER**

**SECTION #3**

**GENERATOR**

**DISCONNECT MEANS**

**M**

**2200 kVA STEP-UP TRANSFORMER**

**480V Y - Δ INTERCONNECTION VOLTAGE**

**UTILITY VOLTAGE TO BE DETERMINED**

**M**

**UTILITY METER**

**UTILITY OWNED EQUIPMENT**

**EQUIPMENT PAD**

**SOLAR MODULES**

**TO UTILITY**

**FUSED MV OVERHEAD DISCONNECT**

**SECTION #4**

**GENERATION CAPACITY LISTED IN TITLE BLOCK AS SYSTEM SIZE AC**

**POINT OF COMMON COUPLING, DISTRIBUTION LINE, AND PROPERTY LINES SHOWN IN SITE PLAN**

**REVISIONS**

- Description:
  - DESIGN CRITERIA
  - MIN/MAX TEMP.
  - WIND SPEED (ASCE 7-10)
  - BUILDING CATEGORY
  - EXPOSURE CATEGORY
  - GROUND SNOW LOAD
  - BUILDING HEIGHT
- Date: 4/16/2018
- Original Design
- KHC
- 4/16/2018

- Description:
  - CO-LOCATION UPDATE
  - CUP UPDATES
  - UPDATED SINGLE LINE
- Date: 4/27/2018
- KHC
- 4/27/2018

- Description:
  - CUP UPDATES
- Date: 7/11/2018
- BC
- 7/11/2018

- Description:
  - CUP UPDATES
- Date: 8/20/2018
- KHC
- 8/20/2018

- Description:
  - UPDATED SINGLE LINE
- Date: 9/17/2018
- KHC
- 9/17/2018

- Description:
  - CUP UPDATES
- Date: 11/6/2018
- KHC
- 11/6/2018

**SYSTEM SPECIFICATIONS**

- System Size DC: 2.8917 MW
- System Size AC: 2.0000 MW
- DC/AC Ratio: 1.445
- Azimuth: 180°
- Tilt: 25°
- Module Count: 8262
- Module Type: REC 350TP72
- Module STC Rating: 350 W
- Inverter Count: 34
- Inverter Type: [30] CPS SCA60KTL-DO/US
- Inverter Power: 60kW
- Rack: TBD
- Monitoring: Also Energy

**OTHER NOTES**

- FIRE DEPARTMENT WILL HAVE ACCESS VIA A KNOX PRODUCT ACCEPTABLE TO BOTH THE DEPARTMENT AND DEVELOPER
- DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

**DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.**
**REVISIONS**

<table>
<thead>
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  - I
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**Drawing Scale**

- DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

**Contact Information**

- SUNVEST SOLAR INC.
  - 25 NORTH RIVER LANE
  - GENEVA, IL 60134
  - SUNVEST.COM
  - 262-527-1200
- NEW ENERGY EQUITY, LLC
  - 2530 RIVA ROAD, SUITE 200
  - ANNAPOLIS, MD 21041
  - NEWENERGYEQUITY.COM
  - 443-267-5012

**Sheet Information**

- DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.
SYSTEM SPECIFICATIONS

SYSTEM SIZE DC: 2.8917 MW
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EQUIPMENT DOCUMENTS
E3

REVIEWS

DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

NEW ENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21041
NEWENERGYEQUITY.COM
443-267-5012

KEVIN CORCORAN
CONTRACTOR: SUNVEST SOLAR INC.

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.

PROJECT NAME: MIDLAND IRA CSG 2
DRAWING TITLE: N/A
SCALE: N/A
SHEET: E3

PROJECT ADDRESS: 8801-8999 GURLER RD
DEKALB, IL 60115
LAT: 41°53'36.42"N
LONG: 88°46'15.23"W

DESIGN CRITERIA
MIN/MAX TEMP.: -25°C / 32°C
WIND SPEED (ASCE 7-10): 105 MPH
BUILDING CATEGORY: I
EXPOSURE CATEGORY: C
GROUND SNOW LOAD: 25 PSF
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DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

OTHER NOTES

DRAWN BY KEVIN CORCORAN

THIS PAGE IS REPRODUCED FROM THE ORIGINAL DESIGN
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KHC 9/17/2018
CUP UPDATES
KHC 11/6/2018

50/60KW, 1000Vdc String Inverters for North America

Key Features
- 50/60Hz string phase three-phase string output
- Easy to install and maintain
- IP65 enclosure protected against dust and water
- High efficiency and long-term reliability
- Meets safety standards and certifications
- Great for industrial and commercial applications

Integrated Manufacturing in Singapore

REC TWINPEAK 25 72 SERIES
PREMIUM SOLAR PANELS
100% MADE IN SINGAPORE
SIGNS ARE TO BE 10" WIDE BY 7" HIGH AND PLACED EVERY 50' ALONG FENCE
LIMITS OF
NATIVE SEED
AND LAWN SEED

LOW LAWN
SEED MIX TO BE
MOWED AND
MAINTAINED

PLANT MATERIAL LIST

NOTES:
1. THE EXISTING TREELINE ALONG THE WEST PROPERTY LINE OF
THE SUBJECT PROPERTY WILL REMAIN INTACT WITHOUT
DISRUPTION.
2. LOW PROFILE NATIVE POLLINATOR SEED MIX WITHIN FENCED
AREA UNDER THE SOLAR ARRAY. REMAINDER OF SITE SHALL
BE MOWED AND MAINTAINED.
1. THE EXISTING TREELINE ALONG THE WEST PROPERTY LINE OF THE SUBJECT PROPERTY WILL REMAIN INTACT WITHOUT DISRUPTION.
2. LOW PROFILE NATIVE POLLINATOR SEED MIX WITHIN FENCED AREA UNDER THE SOLAR ARRAY. REMAINDER OF SITE SHALL BE MOWED AND MAINTAINED.
REZONING PETITION

TO: City Council, City Clerk, and Mayor of the City of DeKalb, Illinois

FROM: Petitioner Name(s): James B. Planey
Petitioner's Representative:
Mailing Address:
PO Box 2728 Glenview, IL 60025

Property Owner: Midland Trust Co FBO James Planey #1833257
Mailing Address:
PO Box 2728 Glenview, IL 60025

Phone: 847 612 4135
Email: jplaney@lee-associates.com

1. The petitioner hereby petitions the City of DeKalb to rezone the following property:

A. Legal Description and Parcel Number(s) – If necessary, attach the full legal description on a separate piece of paper:

   See Attached, PIN #08-34-300-033

B. Street Address or Common Location: 3100 S. First St. and Gurley Road frontage, DeKalb, IL

C. Size of Property (square feet or acres): 36.34 Acres

D. Existing Zoning: HI

E. Proposed Zoning: PD-I, Planned Development Industrial, Amended Ordinance 2019-002

F. Reason for request: On a separate document, describe the reasons for the rezoning request and the intended types of land uses, if any, for the property. Also, indicate whether or not the proposed rezoning would: a) be in conformance with the City's Comprehensive Plan and how the proposed rezoning may; b) impact adjacent existing and future land uses; c) impact adjacent property values; and d) impact the general public's health, safety and welfare.

Updated: 9/2019
2. The petitioner hereby submits the following information:

   Vicinity map of the area proposed for the rezoning
   
   All files (e.g. site plans, building elevations, legal description, reasons for request) shall be provided electronically on a CD, DVD or flash device that will become part of the application file.

   Petition fee ($500.00).

3. The petitioner hereby states that a pre-application conference  □ was* □ was not held with City staff prior to the submittal of this petition.

   *Date of pre-application conference: 1-19-2021

   Those in attendance: Dan Olsen and James B. Planey

   (Note to Petitioner: A pre-application conference with staff is highly encouraged to avoid delays and help in the timely processing of this petition.)

4. The petitioner hereby agrees that this petition will be placed on the Planning Zoning Commission’s agenda only if it is completed in full and submitted in advance of established deadlines.

5. The petitioner has read and completed all of the information and affirms that it is true and correct.

   Petitioner Signature
   1-20-2021
   Date

   I hereby affirm that I am the legal owner (or authorized agent or representative of the owner – proof attached) of the subject property and authorize the petitioner to pursue this Rezoning petition as described above (petitioner must sign if they are the owner).

   Property Owner Signature
   1-20-2021
   Date
RE: Rezoning Petition

Property: 3100 S. First St., DeKalb, Ill

PIN: 08-34-300-033

From: James B. Planey

Rezoning request for subject property is to accommodate market interest in solar community garden, solar development and heavy industrial use. The property has been marketed for almost 20 years and there has been little interest by industrial users and rezoning will expand market potential.

[Signature]

James B. Planey
Exhibit A: Legal Description

The property is legally described as:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY, AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY, AT AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 331.01 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 1,359.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 THAT IS 1,472.43 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 04 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1,224.88 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 27 MINUTES 03 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WEST LINE, 1,125.37 FEET TO SAID CENTER LINE OF NORTH FIRST STREET; THENCE NORTHEASTERLY AT AN ANGLE OF 156 DEGREES 00 MINUTES 22 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE ALONG SAID CENTER LINE, 506.10 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS, LESS AND EXCEPT THE FOLLOWING LAND CONVEYED TO THE CITY OF DEKALB BY WARRANTY DEED FROM DEKALB BUSINESS PARK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 15, 1998 AND RECORDED NOVEMBER 23, 1998 AS DOCUMENT NUMBER 98020069 AND RE-RECORDED JANUARY 13, 1999 AS DOCUMENT NUMBER 99000800: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 331.01 FEET; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 230.00 FEET; THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 340.00 FEET; THENCE
NORTHWESTERLY AT AN ANGLE OF 148 DEGREES 34 MINUTES 59 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 826.55 FEET TO SAID CENTER LINE; THENE NORTHEASTERLY ALONG SAID CENTER LINE, 30.0 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL TWO:
Mr. Olson,

I'm writing to let you know I support the proposal for the zoning change.

I own the property at 2805 S 1st Street.

Thanks,
Elizabeth Beller
Managing member

Oak Properties Limited Partnership
3721 N. Spaulding Avenue
Chicago, IL  60618
773-447-2197