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DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 9/17/2020 02:15 PM
REC FEE: 75.00

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 30

CERTIFICATION

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

ORDINANCE 2020-046

APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH THE DEKALB FIRST UNITED METHODIST CHURCH TO ALLOW FOR CONSTRUCTION OF AN APPROXIMATELY 7,730 SQUARE FOOT CHURCH AND ACCESSORY USES FOR APPROXIMATELY 16 ACRES OF PROPERTY LOCATED ALONG THE WEST SIDE OF N. ANNIE GLIDDEN ROAD ACROSS FROM THE DEKALB COUNTY HEALTH FACILITY CAMPUS IN DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 27th day of July 2020.

WITNESS my hand and the official seal of said City this 16th day of September 2020.

RUTH A. SCOTT, Executive Assistant



Prepared by and return to:

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
164 E. Lincoln Highway
DeKalb, Illinois 60115

APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH THE DEKALB FIRST UNITED METHODIST CHURCH TO ALLOW FOR CONSTRUCTION OF AN APPROXIMATELY 7,730 SQUARE FOOT CHURCH AND ACCESSORY USES FOR APPROXIMATELY 16 ACRES OF PROPERTY LOCATED ALONG THE WEST SIDE OF N. ANNIE GLIDDEN ROAD ACROSS FROM THE DEKALB COUNTY HEALTH FACILITY CAMPUS IN DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, Stephen J. Storey as Trustee of Stephen J. Storey 2003 Declaration of Trust, Kaye L. Storey and Diane L. Storey are the current owners of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"), the DeKalb First United Methodist Church is the contract-purchaser of the Property (the "Church"), and the Owner and the Church are collectively referred to herein as the "Petitioners"; and

WHEREAS, the Property is currently located in DeKalb Township in unincorporated DeKalb County, contiguous to the City's corporate boundaries, and has no electors residing therein; and

WHEREAS, on May 22, 2020, the Petitioners voluntarily petitioned the City to annex the Property pursuant to 65 ILCS 5/7-1-8 and the terms of the Annexation and Development Agreement attached hereto and incorporated herein as Exhibit B (the "Annexation Agreement"); and

WHEREAS, on July 3, 2020, pursuant to 65 ILCS 5/11-15-1.3, the City duly published notice of a public hearing on the Annexation Agreement as further described in the Notice of Publication attached hereto and incorporated herein as Exhibit C (the "Notice of Publication"); and

WHEREAS, on July 27, 2020, upon providing due notice, the City and Petitioners conducted all required public hearings before the City Council on the Annexation Agreement; and

WHEREAS, on July 6, 2020 and July 20, 2020, upon providing due notice, a public hearing was held before the City's Planning and Zoning Commission on the provisions of the Annexation Agreement pertaining to any ordinance relating to subdivision controls, zoning, official plan, building and related restrictions for the Property (the "Zoning Ordinance"); and;

WHEREAS, the City's corporate authorities have considered the Annexation Agreement and have determined that approving the Annexation Agreement is in the City's best

interests and further promotes the public health, safety and welfare;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

SECTION 1: Recitals. The recitals to this Ordinance are true, material, adopted, and incorporated herein as Section 1 to this Ordinance.

SECTION 2: Annexation Agreement Approved. Pursuant to 65 ILCS 5/11-15-1.3 and the City's home rule powers, the City's corporate authorities, by a vote of two-thirds of those then holding office, approve the Annexation Agreement attached hereto and incorporated herein as Exhibit B to this Ordinance, and further authorize and direct the Mayor to execute, and the City Clerk or Executive Assistant to attest, the Annexation Agreement.

SECTION 3: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. As a result of the need to immediately complete the annexation of the Property, the City's corporate authorities find and determine that this Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of July 2020 and approved by me as Mayor on the same day. Passed on First Reading by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Perkins. Second Reading waived by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Perkins.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor



EXHIBIT A

DESCRIPTION OF PROPERTY SURVEYED:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXHIBIT B

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into this 27th day of July, 2020, by and between the City of DeKalb, an Illinois home rule municipal corporation (the "City"), Stephen J. Storey as Trustee of Stephen J. Storey 2003 Declaration of Trust, Kaye L. Storey, and Diane L .Storey (collectively "Storey"), and First United Methodist Church of DeKalb, a religious corporation (the "Church"); Storey and the Church are collectively referred to as the "Property Owners".

RECITALS:

WHEREAS, Storey is the current owner of property legally described on "Exhibit A", a copy of which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Church is the contract-purchaser of the "Property"; and

WHEREAS, the Property consists of approximately 15.87 acres in size and is generally located west of North Annie Glidden Road and north of Twombly Road, with approximately 9.31 acres being presently wholly within the City's corporate limits (the "Incorporated Territory"), and with approximately 6 acres being presently contiguous to the City's corporate limits as legally described on "Exhibit B", a copy of which is attached hereto and incorporated herein (the "Unincorporated Territory"); and

WHEREAS, the Church desires to have the Unincorporated Territory voluntarily annexed to the City pursuant to the provisions of 65 ILCS 5/7-1-8 and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Church has submitted a Petition for Annexation to the City pursuant to 65 ILCS 5/7-1-8 which states that it is signed by Storey and the Church, and further states that there are no electors residing on the Territory; and

WHEREAS, the Unincorporated Territory is presently contiguous to the City's corporate limits; and

WHEREAS, the Church has submitted an application to the City for zoning approval of the Property upon the annexation of the Unincorporated Territory into the City, and Storey has consented to same and all further agreements effectuating the purposes thereof; and

WHEREAS, the Church has given all notices required under 65 ILCS 5/7-1-1; and

WHEREAS, the aforesaid applications have been reviewed and reported on by the City Staff and referred to the City's Planning and Zoning Commission; and

WHEREAS, upon due notice and advertisement as provided by law, the City's Planning and Zoning Commission has held such public hearings on the aforesaid applications as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made determinations and findings of fact with respect to the aforesaid application to the extent required by applicable law and the ordinances of the City; and

WHEREAS, the City's Corporate Authorities have received the report of the City Staff and given due and careful consideration of the reports and the recommendations of the City's Planning and Zoning Commission with respect to the aforesaid applications, and in connection therewith have reviewed a proposed annexation agreement in substance and form substantially the same as this Agreement; and

WHEREAS, the Property Owners are legally authorized to enter into this Agreement with the City and to perform all of their respective undertakings and covenants set forth herein; and

WHEREAS, the City's Corporate Authorities have evaluated the annexation of the Territory described in the Petition and the terms of this Agreement; and

WHEREAS, the City, after due and careful consideration, has concluded that the annexation, zoning, and development of the Property pursuant to the terms and conditions in this

Agreement would further the City's growth, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the general welfare of the City and its residents.

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties hereto, the City, Storey, and the Church agree as follows:

1.0 Recitals: The foregoing recitals are hereby incorporated into this Agreement as if fully set forth in this section.

2.0 Annexation: The Property Owners have submitted a petition to annex the Unincorporated Territory to the City that is in full compliance with the requirements of 65 ILCS 5/7-1-8 and a plat of annexation depicting the Unincorporated Territory to be annexed to the City. At the first meeting of the City's Corporate Authorities at which the annexation of the Unincorporated Territory can be legally approved following the approval of this Annexation Agreement, the City shall adopt an ordinance annexing all of the Unincorporated Territory legally described in "Exhibit B" attached hereto and made a part hereof, and all unincorporated highways contiguous thereto, into the corporate limits of the City (the "Annexation Ordinance"). The City shall, as soon as reasonably practicable following the approval of the Annexation Ordinance, record and file copies of the Annexation Ordinance and Plat of Annexation with the DeKalb County Recorder and the DeKalb County Clerk.

3.0 Zoning:

3.1 Immediately following adoption of the ordinance annexing the Unincorporated Territory into the City, the City's Corporate Authorities shall approve an Ordinance (the "Zoning

Ordinance”) which: (1) rezones the Unincorporated Territory from the SFR1 Single-Family Residential District to the “PD-R” Planned Development – Residential District; (2) permits Churches as a permitted land use for the zoning of the Property; (3) permits accessory uses, including a future storage building and pavilion, as permitted land uses for the zoning of the Property; (4) approves the Concept Plan dated 11-15-18, a copy of which is attached hereto and incorporated herein as Exhibit C, subject to such revisions as may be approved by the City’s Corporate Authorities; (5) approves the Concept Architectural Elevation Drawings dated May 23, 2018, a copy of which is attached hereto and incorporated herein as Exhibit D, subject to such revisions as may be approved by the City’s Corporate Authorities; (6) grants a waiver to Article 5.13.07(3)(e) and Article 7.02 of the City’s Unified Development Ordinance (the “UDO”) to allow a church steeple to be at a height of 86 feet as shown on the Conceptual Architectural Elevations incorporated herein as Exhibit D; (7) grants a waiver or variance from the minimum street standards in Article 9.03 and Article 12.03.6(a) of the UDO for the Property’s north access from Annie Glidden Road to allow blacktop drive and parking lot with no perimeter curbs, except curbs shall be provided around the four landscape islands in the parking lot as shown on the Concept Plan; however, this waiver is conditioned upon all storm water runoff being captured on the pavement surface and conveyed in an efficient and direct manner to the storm water detention area as reviewed and approved by the City Engineer; and (8) grants a waiver or variance from the landscaping regulations in Article 12.04 of the UDO to not require berming in the front yard along N. Annie Glidden Road and Beautiful Gate Drive and to allow a reduction in quantity of shade trees and shrubs along the interior and rear yards of the parking lot and in the interior of the parking lot, all as shown on landscape plan attached hereto and incorporated herein as Exhibit E. Except as may otherwise be provided by this Agreement, any development of the Property shall conform to the requirements of the City’s Unified Development Ordinance (the “UDO”) and other

development regulations with appropriate site, engineering, planned development and landscape plan reviews and approvals by City Staff, the City's Planning and Zoning Commission, and the City's Corporate Authorities.

3.2 The zoning classifications of the Property shall remain in effect from and after the adoption of the ordinances zoning the Property to the zoning classifications provided herein, unless an amendment or change is sought by Owner, or the then fee simple owner of the Property, or of any portion of the Property. Notwithstanding the foregoing, 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 Parcels within the Territory than the Zoning District Regulations adopted pursuant to Section 3.1 of this Agreement.

4.0 Development/Redevelopment of the Property:

Except as hereinafter provided, any development of the Property shall conform to the requirements of the UDO and other development regulations with appropriate site, engineering, planned development and landscape plan reviews and approvals by City Staff, the City's Planning and Zoning Commission, and the City's Corporate Authorities as required by the UDO.

Submittal of Final Development Plan for the Property shall be reviewed and approved by the City staff, Planning and Zoning Commission, and City Council prior to issuance of a permit for construction of the church, and shall be in substantial compliance with the approved Concept Plan. As part of the Final Development Plan submittal, a Stormwater Management Report shall be submitted and reviewed by the City Engineer to ensure compliance with the UDO. A filing fee for the Final Development Plan is not required.

5.0 Utilities:

5.1 Water. The Church shall extend water and sewer lines to the Property. The Church shall not be required to oversize water and sewer lines for any other properties other than the Property, nor shall the Church be required to construct, design or pay for any offsite improvements, except as agreed upon by Storey and Church in the Real Estate Sales Contract entered into between them for the Property. The Church shall be required to comply with all requirements of the UDO and City Engineer. The City represents that it has adequate sewer and water capacity to serve the existing and new facilities. All utility locations and sizes are subject to the review and approval of the City Engineer. With respect to any such utility lines located on the Property, Church shall grant the City easements for purposes of maintaining said utilities. Said easements shall be in a usual and customary form, subject to the reasonable approval of the City Attorney. Immediately upon approval of final plans by the City, the City shall execute and approve applications to connect the off-site and water improvements upon the payment of normal tap-on fees in accordance with the City Code.

6.0 Roadway and Other Public Improvements:

6.1 Any on-site roadway or other public improvements, including water lines, mains, gates, valves, hydrants and other appurtenances in the Property, required by the Church's future development of any portion of the Property shall be constructed by Church at no cost to the City, in accordance with the standards therefor established by the applicable City Ordinances. The City shall have no responsibility for the construction of any such on-site roadway or public improvements. The completion of the construction of all such roadway or other public improvements shall be secured by a letter of credit that can be enforced at a location located in either: (1) DeKalb; or (2) within Illinois at a location within 20 miles from DeKalb. The letter of credit shall be in a form reasonably acceptable to the City Attorney, posted with the City by the Church in accordance with the requirements of the City's UDO, except that the amount of such

Letter of Credit shall be one hundred ten percent (120%) of the estimated cost of such improvements as reasonably determined by the City Engineer. The Church shall be responsible for providing the City with copies of all engineering drawings and plans for any roadway or other public improvements required or contemplated hereunder prior to the commencement thereof, for review and approval by the City. Upon completion of all on-site roadway or other public improvements necessitated by the development of the Property, the City shall inspect same within fifteen (15) days of its receipt of notice from the Church of the completion of such on-site improvements. The City Council shall by Resolution accept the dedication of such on-site improvements (together with the necessary easements and right-of-way therefore) from the Church only after: (1) the City Engineer certifies that the improvement is completed in a manner that complies with the City's requirements; (2) the City receives an executed bill of sale giving title to the City of all improvements on the dedicated property; (3) the City receives accurate as built drawings identifying the place and location of all improvements on the property to be accepted; (4) the City receives and approves of accurate plats of dedication for the property to be dedicated to the City; (5) the City's receipt of a maintenance bond or letter of credit in an amount equal to 100% of the cost of the improvement to be accepted as determined by the City Engineer which shall be applicable and in force and effect for a one year period following the City's acceptance of the dedication of any improvement; (6) documentation establishing that the dedication to be accepted is free and clear of any and all liens and encumbrances, including any mechanics liens. Following the City's acceptance of an improvement, the City shall thereafter be responsible for the operation, maintenance, repair and replacement thereof; however, the Church shall be responsible for all maintenance and repair obligations of the Church under the UDO and the required maintenance bond or letter of credit. The Church shall additionally be responsible to repair or replace any roadway or other public improvements damaged by the use of such

improvements in conjunction with construction within the Property. The City shall not require any additional contribution or dedication for road or highway impacts. The City shall have no obligation to construct any off-site road or road related improvements unless said improvements are physically necessary for the Church's use of the Property.

The Property Owners shall not have to pay for any improvements to the proposed Beautiful Gate Drive including, but not limited to, curbs, gutters, storm sewers, water mains, water services, and roadway materials unless the Property is subdivided into multiple lots and developed by the Property Owners or its assignee, in which case the costs shall be borne by the respective Property Owner or assignee who is developing the Property.

6.2 In the event that the Church constructs and installs any roadway or other public improvements, whether on or off-site, and the Church, upon the request of the City, constructs and installs such roadway or other public improvements in a fashion designed and intended to benefit owners, developers or users of property other than the Property, then the City and the Church shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1, *et seq.*, which shall provide, among other things, that the Church shall be entitled to reimbursements from the owners, developers and users of property other than the Property benefited by such roadway or other public improvements of that portion of the actual costs, together with reasonable interest thereon, to design, construct and install such additional improvements which the City deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of currently undeveloped property other than the Property.

6.3 The storm water storage capacity requirements for developments within the Property shall be determined using the standard methodology used by the City's UDO and City Engineer. All storm water detention must be approved by the City's UDO and City Engineer.

7.0 Development Fees:

7.1 The City agrees that no new types or classifications of land development, subdivision, impact or building permit fees, donations, requirements, costs or impositions not in existence as of the date of this Agreement will be imposed upon the Property or the Owners by the City in connection with its development thereof during the term of this Agreement except to the extent such are imposed pursuant to City Ordinance and are uniformly applied to similar properties throughout the City. A filing fee for the Final Development Plan shall not be required.

8.0 Building and Other Permits

The City acknowledges that the Church, or its duly authorized representatives, may apply for, and that the City shall issue upon payment thereof, within thirty (30) business days of the date of receipt of a complete application therefore, building permits to begin construction upon the Property or any portion of the Property, provided that the application complies with all requirements of the City Ordinances and this Agreement.

9.0 Dedication of Right-of-Way for Beautiful Gate Drive Extension

The Church agrees to dedicate by plat the proposed 2.14 acre right-of-way depicted in “Exhibit F”, a copy of which is attached hereto and incorporated herein by reference, to the City for public use and the extension of Beautiful Gate Drive (the “Dedication”). At the time the City adopts the ordinance annexing the Unincorporated Territory, the City shall also adopt an ordinance accepting the Dedication.

10.0 Miscellaneous:

10.1 The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the City are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

10.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date first above named, upon the City and upon Owners, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record created by the approval and recording of any Final Plats, and shall constitute a covenant running with the land. This Agreement shall be recorded with the DeKalb County Recorder's Office.

(b) Owners may assign this Agreement 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, Owners 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 Agreement and shall retain the obligations created thereby with respect to any portion of the Property retained and not conveyed. If Owners 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 Agreement (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 Agreement 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's Attorney, whereupon the City shall accept the replacement Letter of Credit in substitution of the Seller's Letter of Credit.

10.3 The failure of any party to this Agreement 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 Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

10.4 This Agreement may only be amended by the City's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*) and the subsequent execution of such amendment by the City and the Church. The parties stipulate that Storey does not need to execute an amendment to this Agreement if Storey does not own any part of the Property at the time of any such amendment.

10.5 In the event that any pertinent existing or future regulations, resolutions or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict

10.6 (a) Upon a breach of this Agreement, 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 Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) 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), the time for such performance shall be extended by the length of such delay provided, however that 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.

10.7 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

10.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the City to change any zoning classification which has been approved by the City pursuant to the provisions of the City's ordinances and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Owners' approval.

10.9 The Corporate Authorities agree to aid Owners and to cooperate reasonably with Owners in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. Furthermore, it is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Owners shall not seek to disconnect any portion of the Property from the City during the term of this Agreement.

10.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

10.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

10.12 This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

10.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

10.14 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 Agreement 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, or the Corporate Authorities:

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

with a copy to the City Attorney:

John F. Donahue
Donahue and Rose, PC
9501 W. Devon Ave., Ste. 702
Roesemont, Illinois 60018

If to the Church:

First United Methodist Church of DeKalb
317 N. 4th St.

DeKalb, IL 60115

with a copy to:


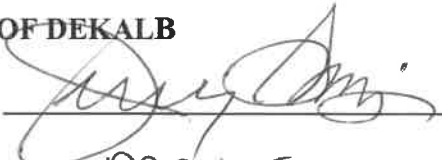
If to Storey:


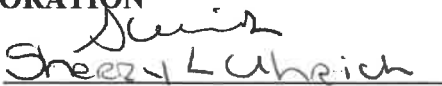
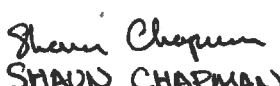
Stephen J. Storey
22489 Glidden Avenue
DeKalb, IL 60115

with a copy to: Krupp & Krupp, LLP
Attn: James C. Krupp
3281 Commerce Drive, Suite B
DeKalb, IL 60115

11.15 The parties each intend that this Agreement shall require the parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

ATTEST:		CITY OF DEKALB	
By:	<u>Ruth A. Scott</u>	By:	<u>Jerry Smith</u>
Title:	<u>Executive Assistant</u>	Its:	<u>Mayor</u>

ATTEST:		FIRST UNITED METHODIST CHURCH OF DEKALB, A RELIGIOUS CORPORATION	
By:	<u>Thomas R. Weber</u>	By:	<u>Sherry L. Uehrich</u>
Title:	<u>DeKalb FUMC Member</u>	Its:	<u>DeKalb FUMC Co Trustee Chairperson</u>
		By:	 <u>SHAUN CHAPMAN</u>
		Its:	<u>DEKALB FUMC CO TRUSTEE CHAIRPERSON</u>

STEPHEN J. STOREY2003
DECLARATION OF TRUST

SJS
By: Stephen J Storey
Stephen J. Storey

Title: Trustee

Diane L Storey by Stephen J Storey
Diane L. Storey her attorney-in-fact

Kaye L. Storey by Stephen J Storey
Kaye L. Storey her attorney-in-fact

**SPECIAL POWER OF ATTORNEY
FOR REAL ESTATE**

KNOW ALL MEN BY THESE PRESENT, THAT, **DIANE L. STOREY f/k/a DIANE L. EINFALT**, (Principal) whose address is 35721 Wilson Blvd., Round Lake, IL 60073, desiring to execute a SPECIAL POWER OF ATTORNEY, hereby appoints, **STEPHEN J. STOREY**, whose address is 22489 Glidden Avenue, DeKalb, IL 60115, as my Attorney-in-Fact to act as follows. GRANTING unto said full power to Execute any and all documents necessary for the annexation, zoning, re-zoning, dedication for roadways and utilities, and sale of the real property (or any part thereof) described as follows:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY.

with full power and authority for me and in my name to execute any and all documents with respect to said property, including but not limited to, annexation petitions, zoning and re-zoning petitions, dedications, plats for dedication, easements, sales contracts and addendums thereto, deeds or other instruments of conveyance, disclosure statements, closing or settlement statements, etc.

All acts done by means of this power shall be done in my name, and all instruments and documents executed by my Attorney hereunder shall contain my name, followed by that of my attorney and the description "Attorney-in-Fact", excepting however any situation where local practice differs from the procedure set forth herein, in that event local practice may be followed. This SPECIAL POWER OF ATTORNEY shall be valid and may be relied upon by any third parties until such time as any revocation is recorded in the recorder's office of the county where the land is located.

DIANE L. STOREY

Dated: 5-22, 2019

DIANE L. STOREY f/k/a DIANE L. EINFALT

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS. USING THE FORM BELOW.) The undersigned witness certifies that DIANE L. STOREY f/k/a DIANE L. EINFALT, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him to be of sound mind and memory.

Dated: May 22, 2019

James C. Krupp
Witness

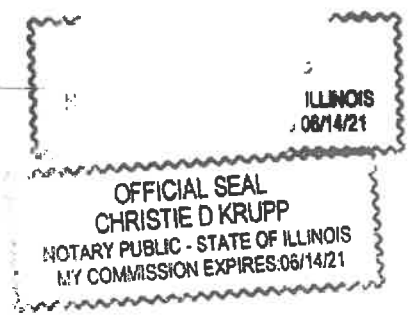
STATE OF ILLINOIS)
) SS.
COUNTY OF DeKalb)

The undersigned, a notary public in and for the above county and state, certifies that DIANE L. STOREY f/k/a DIANE L. EINFALT, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness James C. Krupp in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: 5-22, 2019

Christie D. Krupp
Notary Public

PREPARED BY AND RETURN TO:
James C. Krupp
Krupp & Krupp, LLP
3281 Commerce Drive, Suite B
DeKalb, Illinois 60115
(815)758-5444



**SPECIAL POWER OF ATTORNEY
FOR REAL ESTATE**

KNOW ALL MEN BY THESE PRESENT, THAT, **KAYE L. STOREY**, (Principal) whose address is 4390 San Juan Avenue, Port Townsend, WA 98368, desiring to execute a SPECIAL POWER OF ATTORNEY, hereby appoints, **STEPHEN J. STOREY**, whose address is 22489 Glidden Avenue, DeKalb, IL 60115, as my Attorney-in-Fact to act as follows, GRANTING unto said full power to Execute any and all documents necessary for the annexation, zoning, re-zoning, dedication for roadways and utilities, and sale of the real property (or any part thereof) described as follows:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY.

with full power and authority for me and in my name to execute any and all documents with respect to said property, including but not limited to, annexation petitions, zoning and re-zoning petitions, dedications, plats for dedication, easements, sales contracts and addendums thereto, deeds or other instruments of conveyance, disclosure statements, closing or settlement statements, etc.

All acts done by means of this power shall be done in my name, and all instruments and documents executed by my Attorney hereunder shall contain my name, followed by that of my attorney and the description "Attorney-in-Fact", excepting however any situation where local practice differs from the procedure set forth herein, in that event local practice may be followed. This SPECIAL POWER OF ATTORNEY shall be valid and may be relied upon by any third parties until such time as any revocation is recorded in the recorder's office of the county where the land is located.

Kaye L. Storey
KAYE L. STOREY

Dated: 5-22, 2019

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.) The undersigned witness certifies that **KAYE L. STOREY**, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him to be of sound mind and memory.

Dated: May 22, 2019

James C. Krupp
Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF DeKalb)

The undersigned, a notary public in and for the above county and state, certifies that **KAYE L. STOREY**, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness James C. Krupp in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: 5-22, 2019

Christie Krupp
Notary Public

PREPARED BY AND RETURN TO:
James C. Krupp
Krupp & Krupp, LLP
3281 Commerce Drive, Suite B
DeKalb, Illinois 60115
(815)758-5444



EXHIBIT A

DESCRIPTION OF PROPERTY SURVEYED:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXHIBIT B

DESCRIPTION OF PROPERTY HEREBY ANNEXED:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 300.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 211.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 77.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 257.17 FEET; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE 1292.56 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXHIBIT C

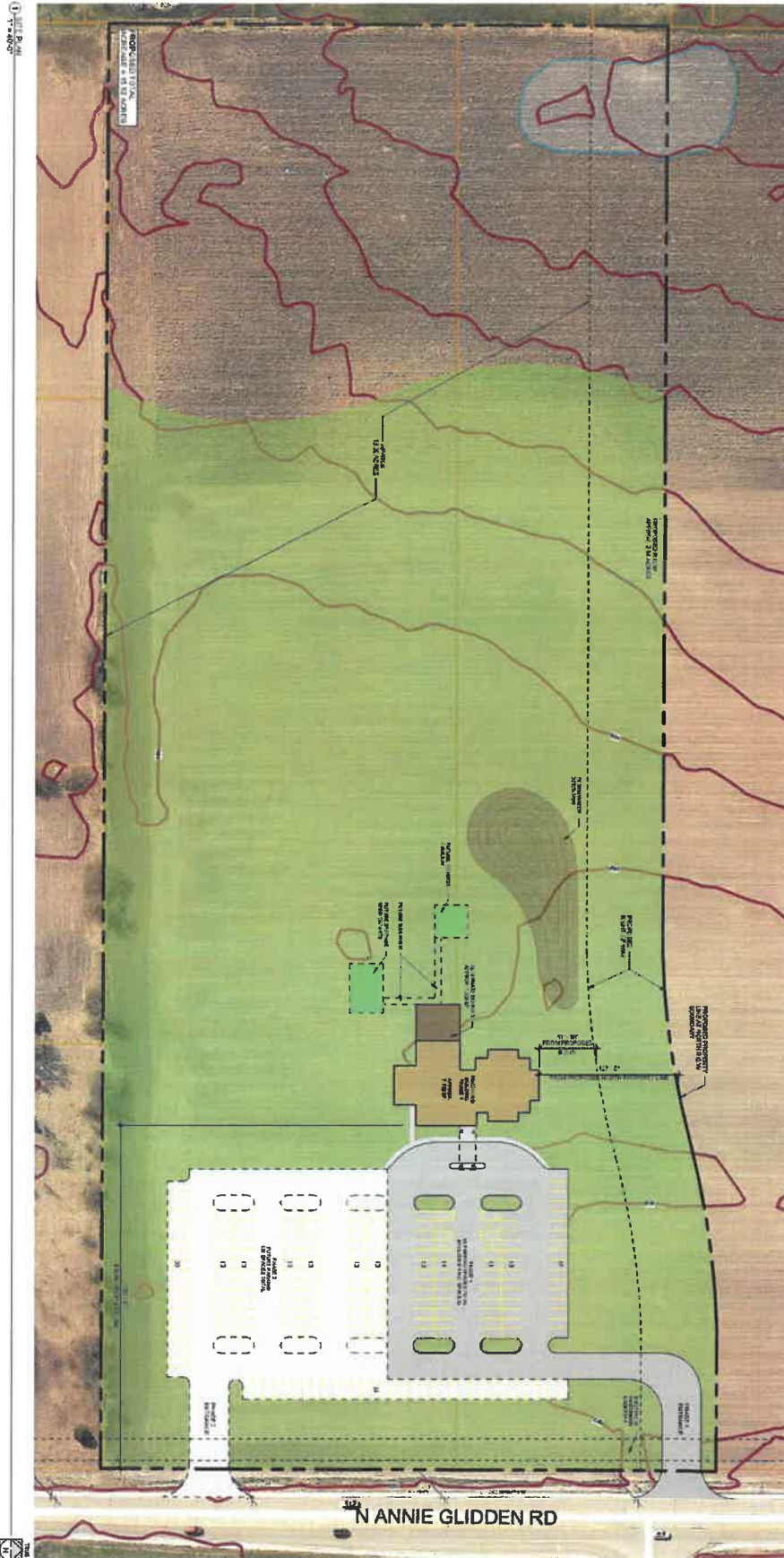


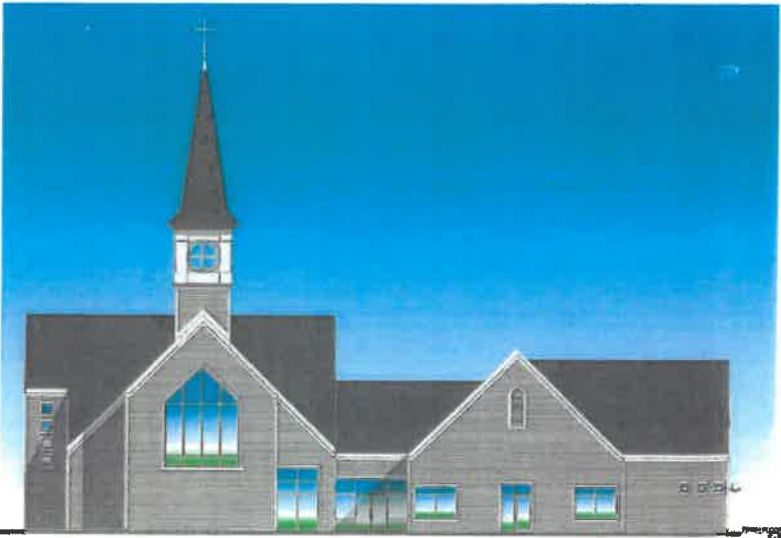
EXHIBIT D



1) EAST ELEVATION
4/8" = 1'-0"



2) SOUTH ELEVATION
4/8" = 1'-0"



3) WEST ELEVATION
4/8" = 1'-0"

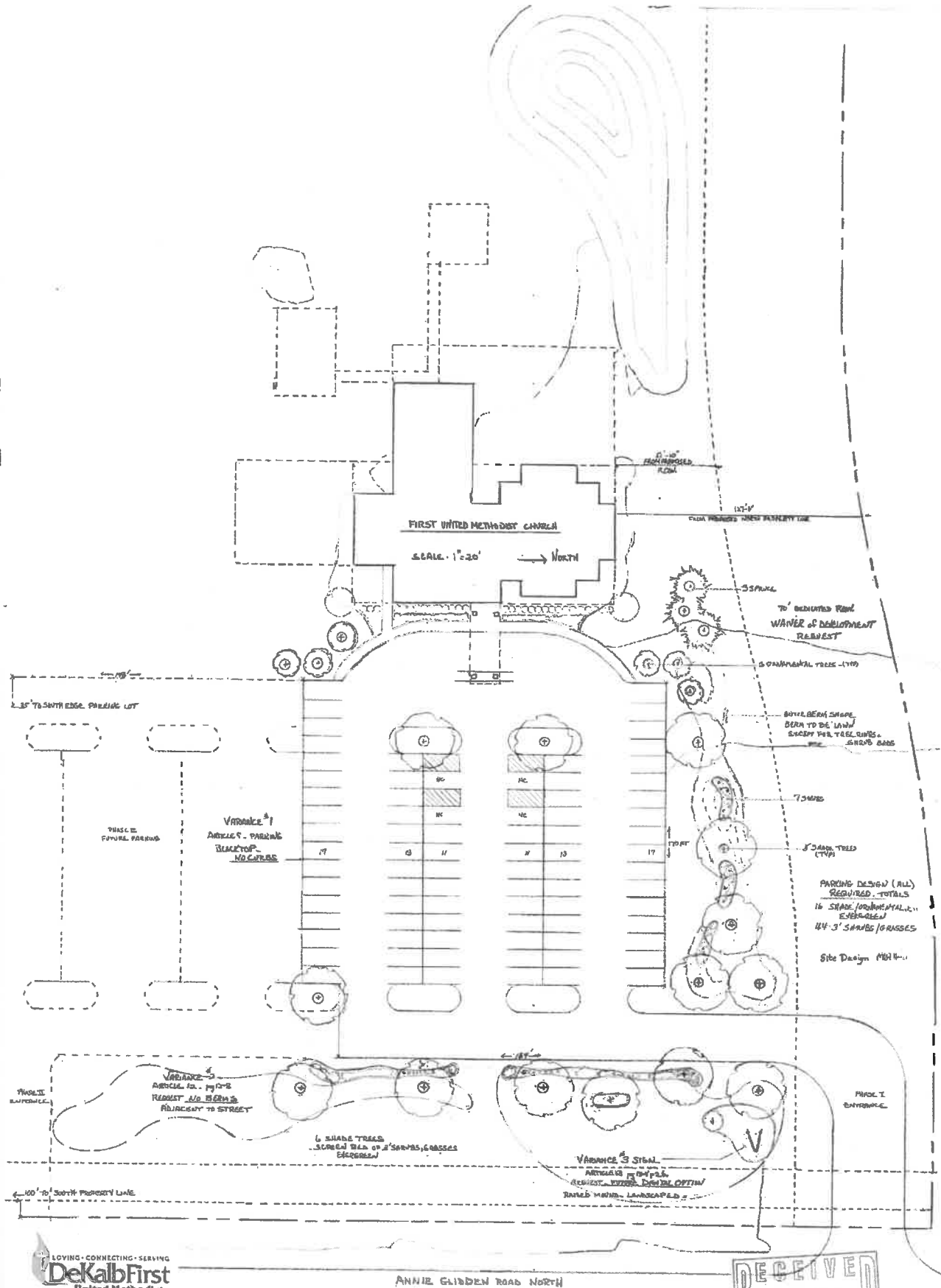


4) NORTH ELEVATION
4/8" = 1'-0"

<p>PROJECT NUMBER: 2024-001</p> <p>DATE: 10/20/2024</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: CHURCH RENOVATION</p> <p>OWNER: CHURCH COMMUNITY</p> <p>DESIGNER: [Firm Name]</p> <p>PROJECT VALUE: \$1,200,000</p> <p>PROJECT LOCATION: 123 Main St, Anytown, VA</p> <p>PROJECT PHASE: ARCHITECTURAL ELEVATIONS</p> <p>PROJECT NUMBER: 2024-001</p> <p>DATE: 10/20/2024</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: CHURCH RENOVATION</p> <p>OWNER: CHURCH COMMUNITY</p> <p>DESIGNER: [Firm Name]</p> <p>PROJECT VALUE: \$1,200,000</p> <p>PROJECT LOCATION: 123 Main St, Anytown, VA</p> <p>PROJECT PHASE: ARCHITECTURAL ELEVATIONS</p>	<p>UNIVERSITY OF VA ARCHITECTURE CENTER</p> <p>100 UNIVERSITY DRIVE</p> <p>CHARLOTTESVILLE, VA 22904</p> <p>TEL: 540-924-6100</p> <p>WWW.UVAARCHITECTURECENTER.COM</p>	<p>COMBATANT</p>	<p>ELECTRONIC MEDIA AND COMPONENTS NOTICE</p> <p>THIS DOCUMENT IS A DIGITAL FILE AND DOES NOT REPRESENT THE ORIGINAL DRAWING. IT IS THE USER'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</p>	<p>UNIVERSITY OF VA ARCHITECTURE CENTER</p> <p>100 UNIVERSITY DRIVE</p> <p>CHARLOTTESVILLE, VA 22904</p> <p>TEL: 540-924-6100</p> <p>WWW.UVAARCHITECTURECENTER.COM</p>	<p>UNIVERSITY OF VA ARCHITECTURE CENTER</p> <p>100 UNIVERSITY DRIVE</p> <p>CHARLOTTESVILLE, VA 22904</p> <p>TEL: 540-924-6100</p> <p>WWW.UVAARCHITECTURECENTER.COM</p>
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EXHIBIT E



RECEIVED
MAY 22 2020
By _____

PLAT OF DEDICATION FOR ROADWAY AND UTILITY PURPOSES

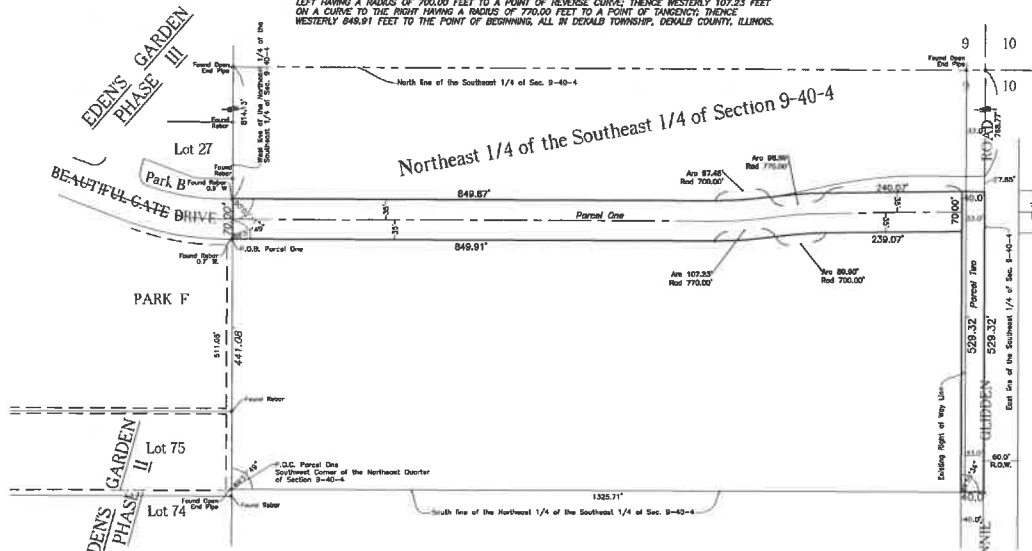
EXHIBIT F

PARCEL ONE:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 441.08 FEET TO A POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE 70.00 FEET, THENCE EASTERLY AT AN ANGLE OF 90 DEGREES OR MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 848.67 FEET TO A POINT OF CURVATURE, THENCE EASTERLY 87.48 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF TANGENCY, THENCE EASTERLY 240.07 FEET TO A POINT THAT IS 40.0 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, PARALLEL WITH SAID EAST LINE, 70.00 FEET, THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE 239.07 FEET TO A POINT OF CURVATURE, THENCE WESTERLY 88.89 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF TANGENCY, THENCE WESTERLY 107.33 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET TO A POINT OF TANGENCY, THENCE WESTERLY 848.91 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH 529.32 FEET OF THE EAST 40 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.



STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT STEPHEN J. STOREY AS TRUSTEE UNDER THE PROVISIONS OF A DECLARATION OF TRUST DATED THE 25TH DAY OF JULY, 2003, AND KNOWN AS THE STEPHEN J. STOREY 2003 DECLARATION OF TRUST, IS PART OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF DEKALB, ILLINOIS, SAID PROPERTY FOR ROADWAY AND UTILITY PURPOSES.

DATED THIS _____ DAY OF _____, 202__.

STEPHEN J. STOREY
22489 NORTH ANNIE CLUDDEN ROAD
DEKALB, IL 60115

COUNTY HEALTH BOULEVARD

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT STEPHEN J. STOREY PERSONALLY KNOWN TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SAID OFFICER, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT KAYE L. STOREY IS PART OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF DEKALB, ILLINOIS, SAID PROPERTY FOR ROADWAY AND UTILITY PURPOSES.

DATED THIS _____ DAY OF _____, 202__.

KAYE L. STOREY
22489 NORTH ANNIE CLUDDEN ROAD
DEKALB, IL 60115

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT KAYE L. STOREY PERSONALLY KNOWN TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SAID OFFICER, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT DIANE L. STOREY IS PART OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF DEKALB, ILLINOIS, SAID PROPERTY FOR ROADWAY AND UTILITY PURPOSES.

DATED THIS _____ DAY OF _____, 202__.

DIANE L. STOREY
22489 NORTH ANNIE CLUDDEN ROAD
DEKALB, IL 60115

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT DIANE L. STOREY PERSONALLY KNOWN TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SAID OFFICER, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC

LEGEND
- - - - - Boundary of property surveyed
+ Indictive found survey marker
o Indictive set open and pipe

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DEKALB COUNTY, AFORESAID ON THIS _____ DAY OF _____, 202__ AT _____ O'CLOCK _____ M. AND RECORDED IN PLAT CABINET _____ AT SLIDE NO. _____, AS DOCUMENT NO. _____.

DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

I, DOUGLAS J. JOHNSON, COUNTY CLERK IN AND FOR DEKALB COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON THIS DAY OF _____, 202__.

DOUGLAS J. JOHNSON
COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT WAS APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS ON THIS _____ DAY OF _____, 202__.

BY: JERRY SMITH MAYOR ATTEST: LYNN FAZEKAS CITY CLERK

STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT I HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF DEDICATING THE ABOVE DESCRIBED PROPERTY FOR ROADWAY AND UTILITY PURPOSES AND THAT SAID PLAT IS TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

DATED AT DEKALB, ILLINOIS THIS 22ND DAY OF APRIL, 2020.

LESLIE AARON DOOGS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2020

FOR: JIM HORN
JOB NO. WES 141388_REV0420

JADE Surveyors LLC
W.E. Hanna Surveyors
License No. 184006822
508 Pine Street
DeKalb, Illinois 60115
(815) 756-2189
Fax 748-2532
info@hannasurveyors.com

Scale 1"=100'



EXHIBIT C

Certificate of the Publisher

Daily Chronicle

Description: 7/27 MEETING FIRST UNITED
1794574

CITY OF DEKALB LEGAL DEPT.
ATTN: BETH PATRICK
164 E LINCOLN HIGHWAY
DEKALB IL 60115

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 07/03/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 3rd day of July, A.D. 2020

Shaw Media By:



Laura Shaw, Publisher

Account Number 40609

Amount \$153.14

PUBLIC NOTICE

LEGAL NOTICE

NOTICE is hereby given that a public hearing will be held before the DeKalb City Council at its regular meeting on Monday, July 27, 2020, at 6:00 p.m. in the Yusunus Meeting Room at the DeKalb Public Library, 309 Oak Street, DeKalb, Illinois, on a petition by DeKalb First United Methodist Church for an annexation agreement for the property described below. Approval of the agreement would allow for the construction of an approximately 7,730 sq. ft. church and accessory uses for approximately 16 acres of property located along the west side of N. Annie Giddens Road across from the DeKalb County Health Facility Campus. The subject property contains Parcel Identification Number (PIN) 08-08-400-018 and a portion of PIN 08-08-400-017 and is legally described below.

THAT PART OF THE NORTH-EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 183.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE,

557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

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, 184 E. Lincoln Highway DeKalb, Illinois, 60115 or the Online Public Comment Submission Form at <https://www.cityofdekab.com/FormCenter>

Further information regarding the petition is also available from the Community Development Department at (815) 748-2070 or on the City of DeKalb's web page at <https://www.cityofdekab.com/1103/Public-Hearings>
Mayor Jerry Smith
City of DeKalb
(Published in the Daily Chronicle July 3, 2020.)
1794574

This and all following documents not recorded; for backup only.

JADE Hanna Surveyors

155 N. 3rd St. DeKalb, IL 60115
Phone: 815-756-2189 Fax: 815-748-2532
Email: info@hannasurveyors.com

DeKalb County Recorder
110 E Sycamore Rd
Sycamore, IL 60178

I, Leslie Aaron Doogs, Illinois Professional Land Surveyor No. 3833 and owner of JADE Hanna Surveyors, provider of the "Plat of Dedication for Roadway and Utility Purposes" for the Methodist Church property off of Annie Glidden Rd. in the City of DeKalb, DeKalb County, Illinois, hereby authorize Ruth Scott, Executive Assistant, with the City of DeKalb with an address of 164 E. Lincoln Highway, DeKalb, IL 60115, to present the above plat for recording.

Witness my hand and seal at DeKalb, IL, this 8th day of August, 2020.

L. A. Doogs

Leslie Aaron Doogs
Illinois Professional Land Surveyor No. 3833





July 21, 2020



The Honorable Jerry Smith, Mayor
And City Council
164 E. Lincoln Highway
DeKalb, IL 60115

RE: Request to Waive Second Reading of Ordinance

Dear Mayor Smith and City Council Members:

The Planning and Zoning Commission (**unanimously**) approved on Monday, July 20, 2020, the DeKalb First United Methodist Church's request for approval of a zoning map amendment, upon annexation, from the SFR1 Single-Family Residential District to the PD-R Planned Development – Residential and approval of an amendment to Ordinance 94-74 to allow for the construction of an approximately 7,730 sq. ft. church and accessory uses for approximately 16 acres of property located along the west side of N. Annie Glidden Road across from the DeKalb County Health Facility Campus. Approval is also recommended for a concept plan, architectural elevation, landscape plan and plat of dedication described in Exhibit A of the staff report and approval of the Planned Development Standards described in Exhibit B of the staff report. The First United Methodist Church respectfully requests the City Council waive the second reading requirements and approve the aforementioned requests for approval at the July 27, 2020, City Council meeting.

We appreciate your consideration of this request. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Thomas R. Weber, Member
DeKalb First United Methodist Church



STAFF REPORT
July 2, 2020
July 16, 2020 - Updated

TO: Planning and Zoning Commission

FROM: Dan Olson, Principal Planner

RE: Zoning Map Amendment, Upon Annexation, from the "SFR1" Single-Family Residential District to the "PD-R" Planned Development – Residential District to allow for the construction of a Church and Accessory Uses along the West Side of N. Annie Glidden Road (DeKalb First United Methodist Church)

I. GENERAL INFORMATION

- | | | |
|----|---------------------------------|--|
| A. | Purpose | Construction of 7,730 sq. ft. church and accessory uses |
| B. | Owner/Applicant | Stephen Storey/DeKalb First United Methodist Church |
| C. | Location and Size | West side of N. Annie Glidden Road, across from the DeKalb County Health Facility Campus/Approx. 16 acres |
| D. | Existing Zoning and Land Use | "PD-R" Planned Development Residential District and A-1 (Unincorporated); Agricultural |
| E. | Surrounding Zoning and Land Use | <u>North:</u> A-1 (Unincorporated); agricultural
<u>South:</u> A-1 and SFR1; church, agricultural
<u>East:</u> PD-R; DeKalb County Health Facility Campus, church
<u>West:</u> PD-R; townhomes, single-family |
| F. | Comprehensive Plan Designation | Low Density Single-Family Residential |



II. BACKGROUND AND ANALYSIS

Request/Background

DeKalb First United Methodist Church is proposing to relocate from their 4th St. and Oak St. location to 15.87-acre site along the west side of N. Annie Glidden Road across from the DeKalb County Health Facility Campus. Part of the site (9.33 acres) is currently in the City and zoned PD-R and the other portion (6.54 acres) is in unincorporated DeKalb County. The 9.33 acres was annexed to the City in 1994 (Via Ordinance 94-74) as part of the Eden's Gardens Subdivision development and was a means to provide contiguity to the existing City limits at the time. The request involves the approval of a zoning map amendment, upon annexation, from the "SFR1" Single-Family Residential District to the "PD-R" Planned Development – Residential District for the property not currently in the City and for approval of an amendment to Ordinance 94-74 for the property that is already annexed. The request also involves approval of a concept plan, plat of roadway dedication and waivers to the Unified Development Ordinance (UDO) for building height, landscaping, minimum street standards and parking lot standards.

The 15.87-acre property stretches from N. Annie Glidden Road to eastern edge of the Eden's Garden development. The proposed church building and parking lot will be located at the eastern portion of the property they are purchasing. The church will be approximately 7,730 sq. ft. and include a 203-seat sanctuary, classrooms, coffee/lounge area, administrative offices and a kitchen. Access will be provided from N. Annie Glidden Road across from the existing access into the DeKalb County Health Facility Campus. The right-of-way for Beautiful Gate Drive will be dedicated to the City with the approval of the project, however the road will not be constructed at this time. The road will be extended once development occurs to the north of the subject site or if the subject site is further subdivided. The concept plan indicates a Phase 2 layout that adds more parking and provides for another access to N. Annie Glidden Road.

The City has been working with the church for a couple of years regarding the site plan and other development issues. We have worked out a draft annexation agreement with the church prior to the submittal of the annexation and rezoning petitions. The agreement was a working document between staff and the church so they were able to determine what the general requirements for developing the site would be.

A traffic analysis was conducted in 2018 and indicated that an additional right turn lane will not be needed to handle existing and future traffic generation from the church. A northbound left turn lane at the church's entrance at N. Annie Glidden Road is warranted and re-striping will have to occur. The study also concluded a traffic signal at the entrance and N. Annie Glidden Road was not warranted.

For churches' the UDO requires one parking space for every four seats in the sanctuary. There will be 203 seats in the sanctuary, which equates to 56 required parking spaces. A total of 65 parking spaces are provided on the concept plan in the Phase I development.

A stormwater detention basin is shown on the concept plan to the northwest of the church building. Water will be extended from the existing main along N. Annie Glidden Road and sanitary sewer will be brought to the church from the eastern edge of Eden's Garden. A Final Development Plan, meeting the UDO requirements, will be required to be submitted prior to any building permits being issued for the site. The Plan will include engineering details and stormwater calculations to ensure the stormwater is detained on the site per the UDO standards. The Plan will be reviewed by City staff as well as the Planning and Zoning Commission and City Council.

Waivers to the UDO

The applicant is requesting waivers to the UDO regarding building height, landscaping, minimum street standards and parking lot standards and are summarized below.

Building Height – Article 5.13.07(3)(3) and Article 7.02

The church will have a steeple, which will be at a total height of 86 feet. The UDO does allow an increase in building height for church steeples; however, it cannot exceed the zoning height regulations in which it is located by more than 20%. The maximum height in the highest density residential district is 45 feet, which would allow a building height of 54 feet after applying the 20% increase. The UDO also requires structural projections over the maximum height level to have an additional one-foot setback for each two feet the structure is over the maximum height level. The steeple is 32 feet (86'-54') over the maximum height allowed, which equates to a required minimum front yard setback of 41 feet (additional setback of 16 feet onto the 25-foot front yard setback required in residential districts). The church will be setback about 52 feet to the north property line and 250-300 feet away from N. Annie Glidden Road ROW, which far exceed the additional setback required. The setbacks to the south property and west property line are substantial also and meet the minimum requirements. The height waiver is justified as the proposed church will not be in close proximity to any residences and is an integral part of the architecture of the church.

Landscaping – Article 12.04

The applicant is requesting a waiver to the requirement of berming in the front yard along N. Annie Glidden Road and the Beautiful Gate Drive right-of-way. The church is also requesting to allow a reduction in the quantity of shade trees and shrubs along the interior and rear yards of the parking lot and in the interior of the parking lot.

The UDO requires berming (3' height minimum) along public roadways adjacent to parking lots. The applicant is proposing landscaping along N. Annie Glidden Road that meet the UDO minimum requirements regarding shade trees and shrubs, however no berming is proposed. The parking lot will be about 80 feet away from the N. Annie Glidden Rd. right-of-way so berm would not provide effective screening as much as the shade trees and shrubs. In addition, there is no berm in front of the Northern Illinois Korean Church and the County Health Facility has a meandering berm but is a much larger

development. Trees, shrubs and a small berm is proposed along the right-of-way of the future Beautiful Gate Drive. As noted before Beautiful Gate Drive will not be constructed with the development of the church.

A waiver to reduce the landscaping along the south and west property lines is also requested and justified since there is no development to the south of the site (future parking is also proposed in this area) and the nearest homes to the west are over 1,000 feet away. Landscaping in the parking lot and in front of the church building is proposed, however does not meet the minimum requirements. The church does plan to install additional landscaping in the future through memorial donations and plans to have a fully landscape church campus in the future.

Minimum Street Standards – Article 9.03 and Article 12.03.6(a)

The applicant is requesting a waiver for the access from N. Annie Glidden Road that is in the right-of-way of Beautiful Gate Drive to not have curb and gutter. The concept plan shows a 36-foot-wide access into the site, which would provide enough width for an entrance lane and a right turn and left turn lane. Once Beautiful Gate Drive is extended, a full street profile would be provided with curb and gutter. The waiver is justified since the proposed access will only serve the church at this time.

Parking Lot Standards Article 12.03.6(a)

The applicant is also requesting there be no curbing at the perimeter of the parking lot. Future parking is proposed to the south, so installing curbing along the south side of the phase 1 parking lot would not be advised. Adequate drainage will be provided for water coming off the parking lot surface. Curbs are proposed around the four landscape islands in the interior of the parking lot as shown on the Concept Plan and Landscape Plan. It should be noted that curbing is not provided around the parking lot at the Northern Illinois Korean Church or at New Hope Missionary Baptist Church.

III. STANDARDS FOR ZONING MAP AMENDMENT

1. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area. The proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding areas trend in development.

The 2005 Comprehensive Plan recommends Single-Family Residential for the subject site. A church is a special use in the SFR1 District. The proposed plan meets the intent of the Comprehensive Plan and there are two other churches in the immediate area.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

The rezoning of the subject property to PD-R provides the opportunity to more directly shape the development, use and appearance of this property in accordance with the City's Comprehensive Plan. The Planned Development allows the developer and the City the flexibility to agree to a site plan and standards that meets the needs of the site. The proposed rezoning request and development are in compliance with the Unified Development Ordinance, except for the waivers noted in the staff report. The proposal also meets the General Standard requirements for a Planned Development as described in Article 5.13.07 of the UDO.

3. The proposed rezoning will not have a significantly detrimental effect on the long-range development of adjacent properties or adjacent land uses.

The proposed rezoning will not have a detrimental effect on the adjacent properties or land uses as it entitles the subject property to a use of the property that is complementary with the adjacent area. There are two other churches in the immediate area. The Northern Illinois Korean Church is located along the east side of N. Annie Glidden Road just south of the site and New Hope Missionary Baptist Church is located just south of the subject property along Twombly Road. The dedication of right-of-way for the future extension of Beautiful Gate Drive will allow adjacent properties to develop.

4. The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.

The subject property is currently zoned "A1" Agricultural in DeKalb County and PD-R in the City of DeKalb. Expanding the entire property to "PD-R" zoning will allow for a well-designed project and the flexibility to develop the property in a manner that will complement the surrounding area and meet the needs of the church.

5. Adequate public facilities and services exist or can be provided.

Adequate public services will be provided to the subject property. Sanitary sewer will be extended from the Eden's Garden development and water will be connected from an existing main along N. Annie Glidden Road. Stormwater detention will be provided on the site per the City's regulations. Finally, the subject property lies within adequate service areas for other City services, such as police and fire protection.

IV. PUBLIC INPUT

The City received a Citizen Response Form from James and Kathy Maciorowski of 1377 Omega Circle Drive indicating they do not support the proposal. There was no reasoning or comments provided with the form from the Maciorowski's. We also received an e-mail from Bertrand Simpson of 2570 Soros Ct. mentioning a concern if Beautiful Gate Drive was extended with the proposal. City staff responded to the e-mail indicating that Beautiful Gate Drive would not be extended with the development of the church. We also received a letter from Karen and Sam Baker of 1230 Omega Circle Drive and from the Eden's

Garden management company indicating a concern about stormwater drainage from the church site. At the public hearing on July 6, 2020 an e-mail from Jacki and Matt Suwanski of 1229 Omega Circle Drive was provided to the Commission. The correspondence noted no objection to the church, however they wanted to ensure adequate stormwater detention would be provided. The Suwanski correspondence also noted a concern about the condition of Twombly Road, which will be improved in 2021 with the addition of a sidewalk. Since the hearing on July 6, we received a Citizen Response Form from Bradley Fisher of 1225 Omega Circle Drive. Mr. Fisher objects to the proposal citing concerns on drainage and traffic along Twombly Road.

At the public hearing on July 6, the Commission heard testimony from Jim Neff of 1245 Omega Circle Dr. Mr. Neff noted a concern about drainage and the extension of Beautiful Gate Drive. Mr. Sam Baker of 1230 Omega Circle Dr. stated concerns about flooding in the rear yards of homes along the east side of Omega Circle Dr. and wanted the drainage problems in the area addressed prior to approval of the church. Bertrand Simpson of 2570 Soros Ct. was glad Beautiful Gate Dr. will not be extended and noted the water issues were important.

V. CONCLUSIONS AND RECOMMENDATION

At the public hearing on July 6, 2020 the Commission heard concerns from residents of Eden's Garden Subdivision regarding drainage in their subdivision and the impact from the development of the church site. Since that time the City Engineering has reviewed the drainage documents and plans for Eden's Garden. This past week the City's Public Works Department conducted a field investigation in Eden's Garden and performed work to remove silt, debris and tree branches from the storm sewer leading out of the pond south of Beautiful Gate Drive. The work has allowed a free flow of water out of the pond and as a result cleared out the back flow of water in the storm sewer behind the homes along the east side of Omega Circle Dr. This work should alleviate the ponding of water in the back yards of homes that back up to the farm field along Omega Circle Dr.

A memo from our City Engineer, Zachary Gill, is provided in the Commission's packet that summarizes the existing drainage situation in the area and noting the requirements for storm water management on the church site. With these requirements, the development of the church site will improve the overall storm water runoff of the area. Communication with Eden's Garden resident Sam Baker and Jim Neff have occurred with updates on the storm water situation in the subdivision and the requirements for storm water management for the church site.

We have also revised the recommend Development Standards to require review of the Final Development Plans by the Planning and Zoning Commission and City Council prior to any construction on the site. As part of the Final Development Plan submittal, a Stormwater Management Report will be required to be submitted and reviewed by the City Engineer to ensure compliance with the Unified Development Ordinance.

The proposed request will allow the church to construct a new facility that will accommodate their immediate and future needs. The well-designed project allows for flexibility by the applicant to develop the property in a manner that will complement the surrounding area and meet the needs of the church.

The staff's recommendation is to approve, and a sample motion has been prepared.

Sample Motion:

Based upon the submitted petition and testimony presented, I move the Planning and Zoning Commission forward its findings of fact and recommend to the City Council approval of a zoning map amendment, upon annexation, from the "SFR1" Single-Family Residential District to the "PD-R" Planned Development – Residential and approval of an amendment to Ordinance 94-74 to allow for the construction of an approximately 7,730 sq. ft. church and accessory uses for approximately 16 acres of property located along the west side of N. Annie Glidden Road across from the DeKalb County Health Facility Campus. Approval is also recommended for a concept plan, architectural elevation, landscape plan and plat of dedication described in Exhibit A of the staff report and approval of the Planned Development Standards described in Exhibit B of the staff report.

Exhibit A
Concept Plan and Plat of Dedication

- Concept Plan prepared by Saavedra Gehlhausen Architects dated November 15, 2018.
- Architectural Elevations prepared by Saavedra Gehlhausen Architects dated May 23, 2018.
- Landscape Plan received on May 22, 2020.
- Plat of Dedication for Roadway and Utility Purposes dated April 22, 2020 and prepared by W.E. Hanna Surveyors.

Exhibit B
Planned Development Standards

Permitted Uses:

A church with accessory uses including a future storage building and pavilion.

Bulk Regulations/Landscaping/Parking:

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping and other similar restrictions and regulations shall meet those standards as set forth in the "PD-R" District of the Unified Development Ordinance, unless otherwise approved in these standards.

Road Improvements:

The property owners shall not have to pay for any improvements to the proposed Beautiful Gate Drive including, but not limited to, curbs, gutters, storm sewers, water mains, water services, and roadway materials unless the property is subdivided into multiple lots and developed by the property owners or its assignee, in which case the costs shall be borne by the respective property owner or assignee who is developing the property.

Final Plans:

Submittal of Final Development Plan for the property shall be reviewed and approved by the City staff, Planning and Zoning Commission and City Council prior to issuance of a permit for construction of the church and shall be in substantial compliance with the approved Concept Plan. As part of the Final Development Plan submittal, a Stormwater Management Report shall be submitted and reviewed by the City Engineer to ensure compliance with the Unified Development Ordinance.

Waivers to the Unified Development Ordinance:

The following waivers to the Unified Development Ordinance are granted:

1. Article 5.13.07(3)(e) and Article 7.02 to allow a church steeple to be at a height of 86 feet as shown on the Architectural Elevations incorporated in Exhibit A.

2. Article 9.03 and Article 12.03.6(a) to waive the requirement for the access from N. Annie Glidden Road to have curb and gutter.

3. Article 12.03.6(a) to waive the requirement for the parking lot to have perimeter curbs, except curbs shall be provided around the four landscape islands in the parking lot as shown on the Concept Plan and Landscape Plan incorporated in Exhibit A. This waiver is conditioned upon all storm water runoff being captured on the pavement surface and conveyed in an efficient and direct manner to the storm water detention area as reviewed and approved by the City Engineer.

4. Article 12.04 to waive the requirement for a berm to be located in the front yard along N. Annie Glidden Road and the right-of-way of the future Beautiful Gate Drive; allow a reduction in quantity of shade trees and shrubs along the interior and rear yards of the parking lot and in the interior of the parking lot, all as shown on Landscape Plan incorporated in Exhibit A.

DATE: July 16, 2020
TO: Dan Olson, Principal Planner
FROM: Zachary Gill, City Engineer
SUBJECT: Storm Water Drainage – DeKalb First United Methodist Church and Eden’s Garden (N. Annie Glidden Road)

The drainage impacts of the proposed church site on the downstream facilities and neighboring parcels will not be negatively impacted with the development’s restriction to the City Ordinance constraints on storm water runoff release rates and accompanying detention requirements. The existing pond and conveyance facilities immediately downstream in Eden’s Garden are designed to accommodate such runoff pass-through and will be able to perform with continued maintenance and monitoring.

The area north of Twombly Road in the region just west of Annie Glidden Road saw major development in the mid/late 1990s with the establishment of multiple phases of the Eden’s Garden Subdivision. Several hundred acres of agricultural land farmed for row crops has remained active and un-annexed just east of Eden’s Garden. The land, regardless of use was intended to continue to collect and drain to the west/southwest through the area established for Eden’s Garden. The storm water drainage facilities of Eden’s Garden were planned and constructed for such pass-through (see attached partial memo dated August 7, 1998 “RE: Final Plat/Plan Eden’s Garden Phases II and III” from the then Principal Planner to the Commission).

Upon announcement of this new proposed development to the east, several residents of Eden’s Garden came forward at the July 6 public hearing to understand the drainage impacts and advise there has been flooding in the subdivision which has impacted portions of several lawns in the development. They have asked their concerns about the proposed development worsening the situation be investigated and considered.

After due diligence confirmed the Eden’s Garden facilities are intended to accommodate drainage from the east, the Public Works Dept. conducted a field investigation of the current conditions and found several deficiencies for full capacity function. This impact is substantially responsible for the yard encroachment as it prevented hydraulically both the draining of the fields adjacent of the yards and the full function of the several storm drain inlets in the yards themselves. The system has been brought back to full function and

on-going coordination with the Eden's Garden HOA will provide the ability to monitor and maintain such.

The proposed church development will be required to apply a restricted storm water release to the entire parcel, as well as control and direct runoff to detention and outfalls facilities connected directly to the existing downstream facilities. With these requirements; the development of the church site will improve the overall storm water runoff of the area. As it will not be commingling with the current flooding area but directed in a controlled fashion, the proposed development lowers the threat to the concerned parcels during heavy storm events. The storm water runoff regulations the proposed parcel is beholden to are established and consistent under the UDO and are not subjective. Those submitted storm water studies and engineering plans are public documents upon completion of City review and may be reviewed independently at any community member's discretion.



COMMUNITY DEVELOPMENT MEMORANDUM PC197.98

TO: Plan Commission
FROM: Mark Biernacki, Director of Community Development
BY: Russ Farnum, Principal Planner
DATE: August 7, 1998
RE: Final Plat/Plan, Eden's Garden Phases II and III

Eden's Garden Development Group has submitted final plans for the second and third phase of their development, located on the north side of Twombly Road, west of Annie Glidden Road.

Overview

The final plat includes the entire 50-acre second and third phases of the project, although the construction will occur in phases. The plat and plan include 24 duplex lots, 64 townhouse units (24 rental units and 40 to be sold), which will be Phase II, and 49 single family detached lots (Phase III). The plan complies with the approved preliminary plat and PUD plan.

The plans include the full engineering for the proposed north/south arterial, of which the developer will be building the east half of that roadway. The plans include a ten foot median strip, which will create a boulevard-type street when the full street is completed. Also included is a detailed landscaping plan which shows extensive street trees and entry way features and improvements that will create an attractive entry for the subdivision.

The annexation agreement, annexation and preliminary plat were approved by the Plan Commission in October of 1996, and by the City Council in January of 1998. The major issues related to the storm drainage and sanitary sewer systems have been addressed, as outlined below, and the developer is ready to proceed with construction of the project.

Although the Staff comments found in the accompanying review memos and summarized within this memo may seem extensive, they are primarily technical details that can be easily resolved (as opposed to changes that would require major re-engineering of the site). Plan Review Staff have set up a meeting with the developer and his engineers to go over these details on the Tuesday prior to the Plan Commission meeting. The results of that meeting will be presented to the Commission at Wednesday night's meeting.

Storm Sewer and Stormwater Control

As was shown on the preliminary plat, three stormwater retention ponds will be constructed at the natural low areas of the site. These will provide the stormwater control required for the entire subdivision, but will pass-through all off-site stormwater, in order to avoid any ponding on neighboring agricultural lands. At this time, all three ponds are proposed to be "wet" ponds, which will double as landscape features. The proposed stormwater trunk main extending south of Twombly Road to the "twin 60" storm pipes which flow into Watson Creek has been installed, and is functioning well.

The Normal Drainage District has been extensively involved in the design and preparation of this proposal, and is quite satisfied with the plans. Plan notes need to be added at the terminal manholes located at the north and east property lines, noting that the existing field tiles will be connected into those manholes. Also, exclusive and permanent storm drainage easements need to be added over all of the storm mains, and stormwater retention easements need to be added over the stormwater retention ponds. There is ongoing discussion as to which entity the easement should be granted (City or District). One option is to grant the easement to the Normal Drainage District, but the City of DeKalb would reserve the right to enter, construct, connect and maintain subject to the consent of the District. Again, this topic will be the subject of further discussion and clarification between District officials and the City's engineers that should be resolved prior to the Commission meeting. District Commissioners would also like noted that all stormwater construction within that easement would be subject to the codes and ordinances of the District.

Streets

The street layout complies with the approved preliminary plan, and the size and structural details comply with the UDO requirements. As noted, half of the proposed future arterial north of Twombly Road would be constructed as part of this development, which would serve as a two-way street until the west half was constructed. At the completion, the arterial would be a four lane boulevard-style street.

The entry at Beautiful Gate Drive is proposed to be heavily landscaped, with monument-style entry markers, some wrought iron fencing, and entry signage. These details will provide a distinctive sense of place for this subdivision.

Normally Staff would recommend that temporary dead end streets, such as the east end of Beautiful Gate Drive, be terminated with a temporary turn around area. However, Staff has concurred that in this instance it is not necessary, as the dead end area is less than 150 feet in length, and that portion of the street services no lots. In this instance, the street is being constructed to serve future development of adjacent property, and is not necessary to service the proposed development.

Final Plat

The final plat shows a Phase II, which includes the duplexes and townhomes, as well as all of the stormwater retention and park space dedications. The Phase III includes the single family lots on the northern half of the project. While getting both plats approved at the same time is efficient for the review process and obtaining the "big picture" of the overall project, it should be noted that these two plats may be recorded as separate documents.





Subject Site

LOOKING NORTH WEST



LOVING • CONNECTING • SERVING
DeKalbFirst
United Methodist

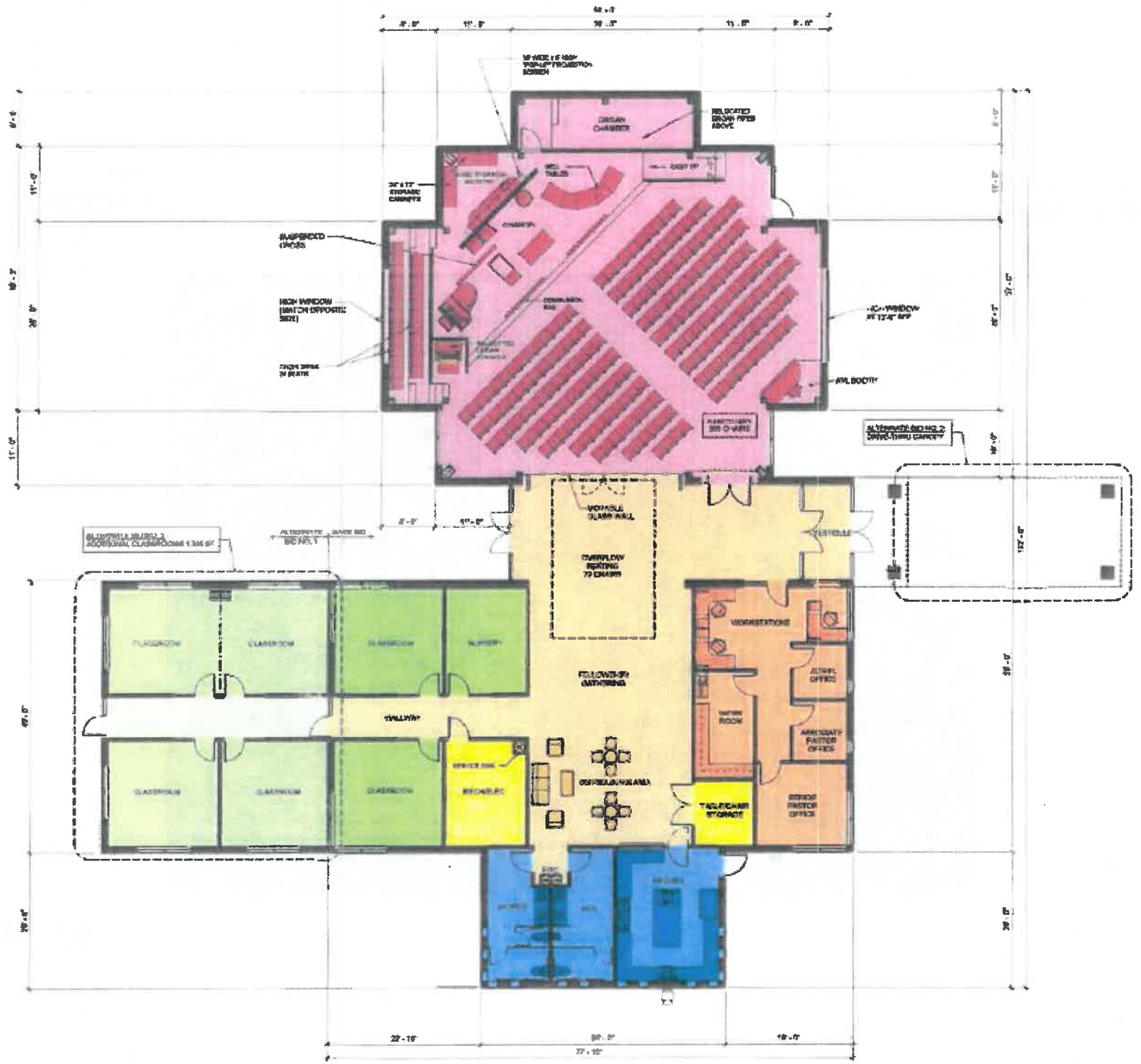
 **Saavedra Gehlhausen Architects**
www.sgadesign.com

FINAL RENDER

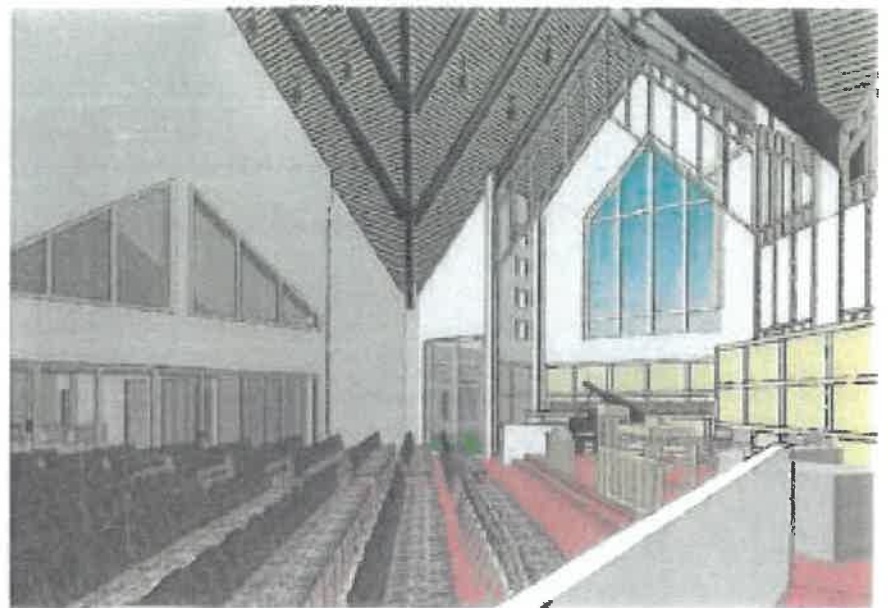
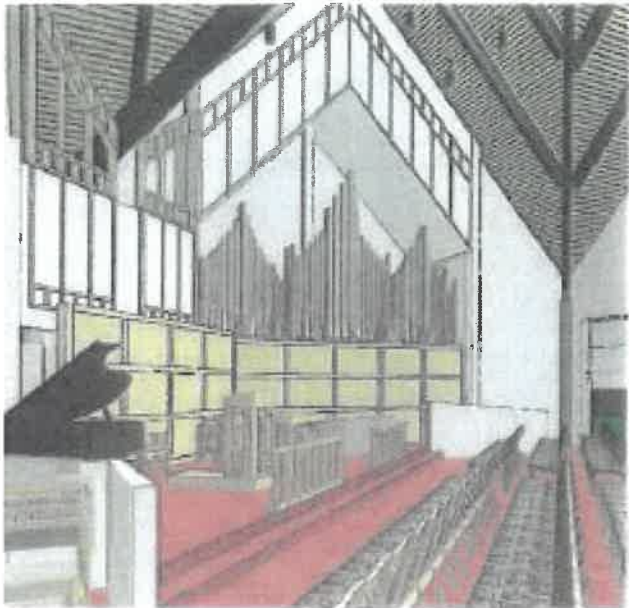


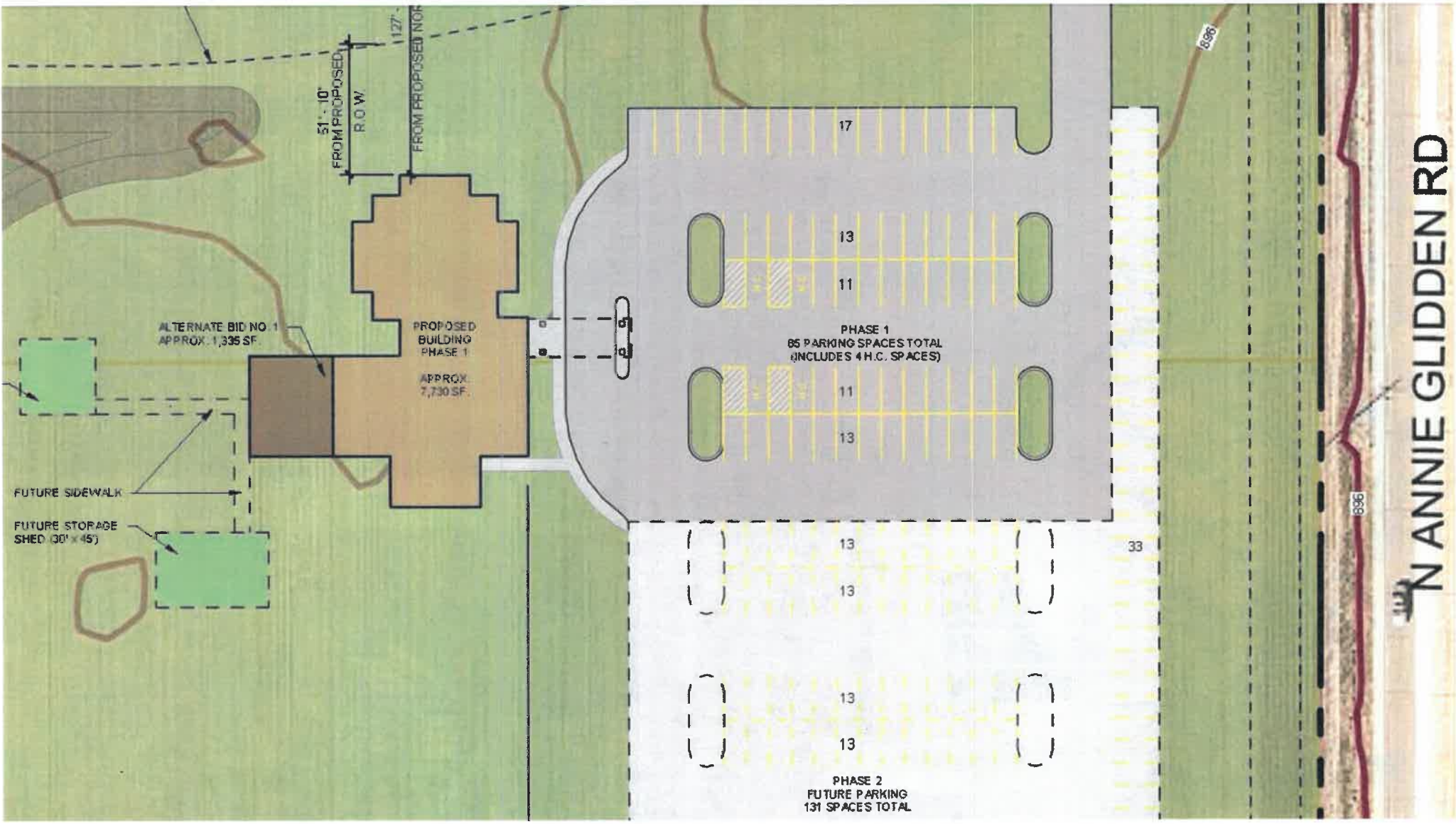
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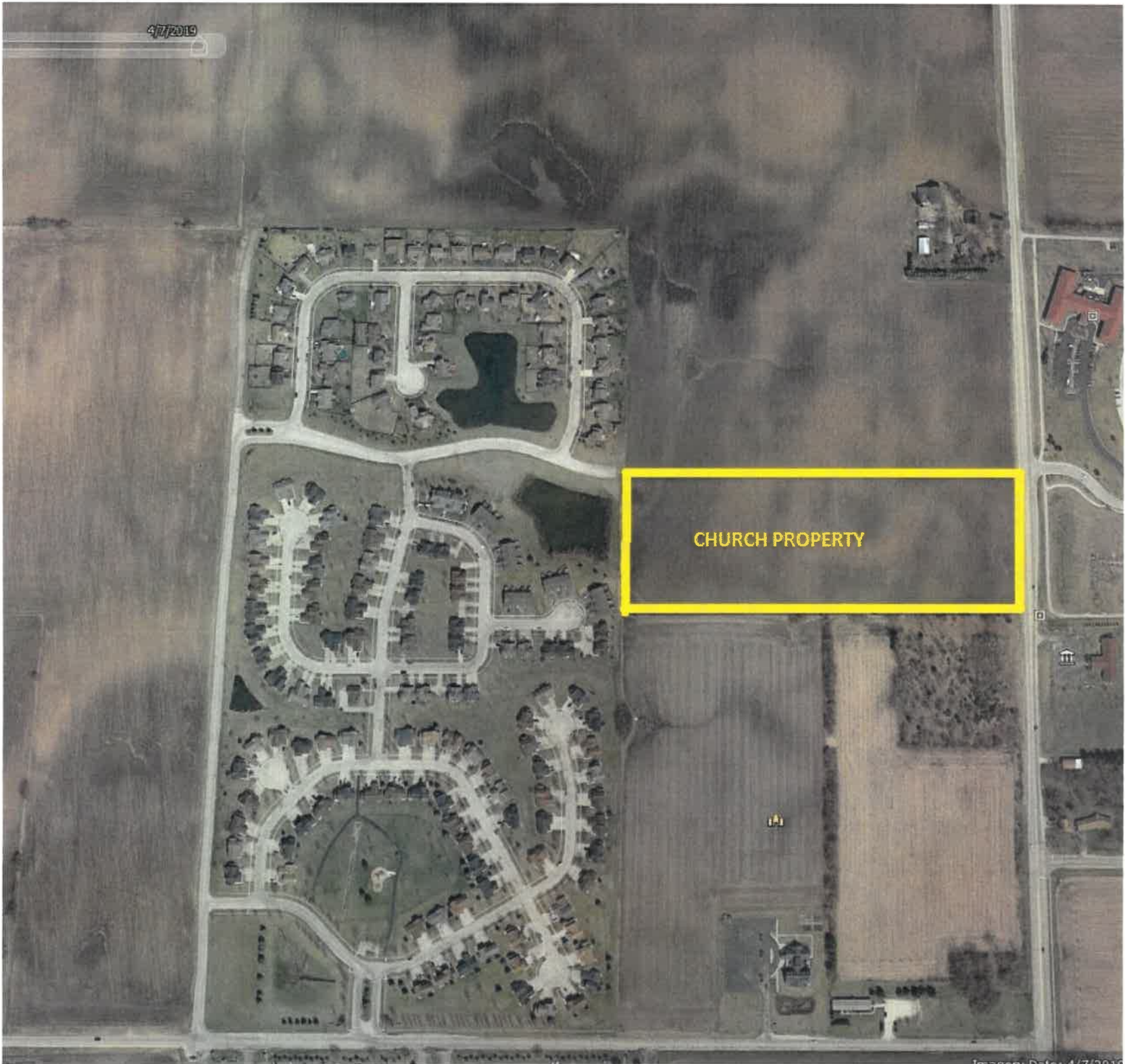
FLOOR PLAN
1/8" = 1'-0"





N ANNIE GLIDDEN RD

4/7/2019



CHURCH PROPERTY

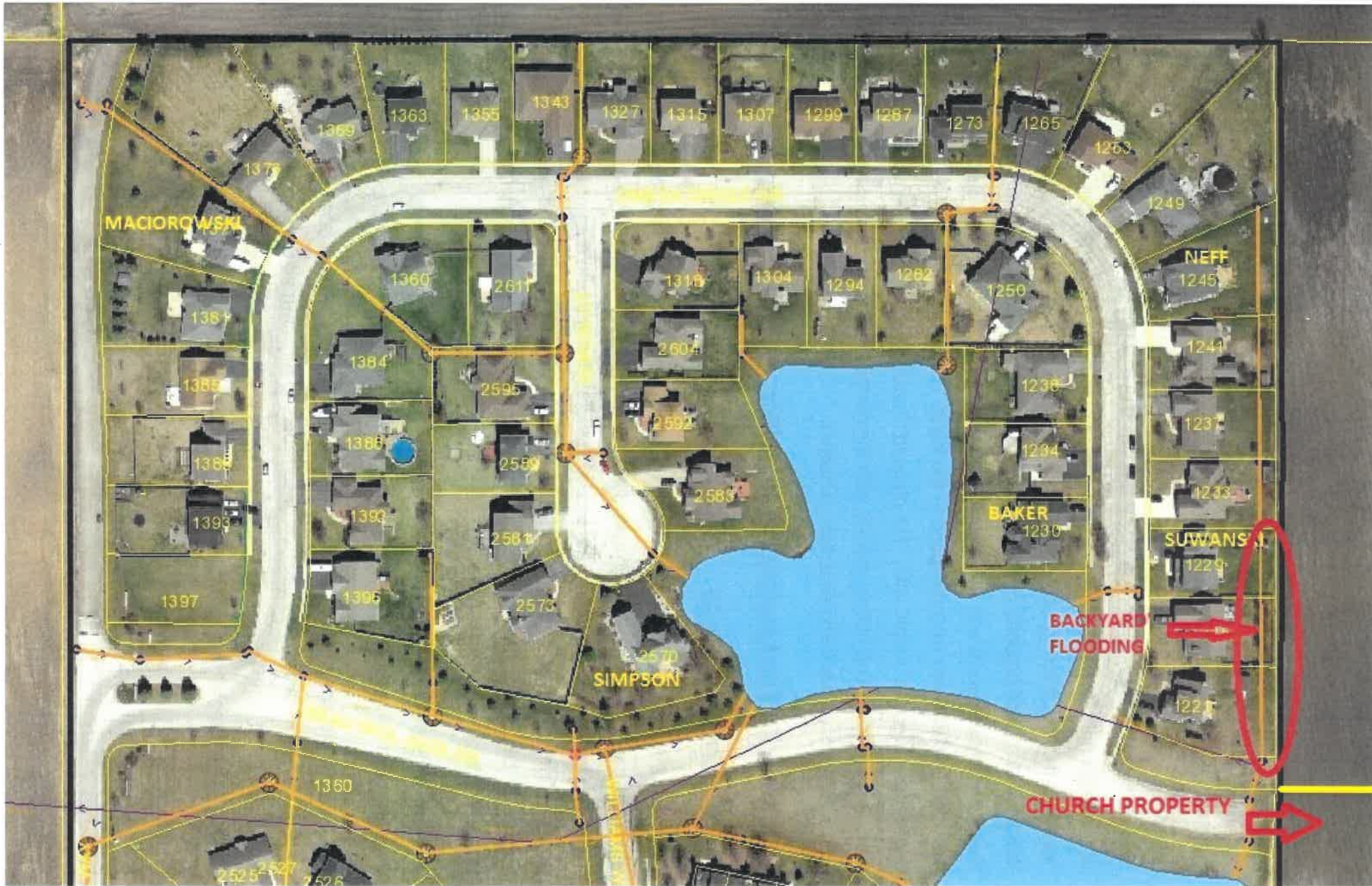
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9/20/2015



CHURCH PROPERTY





MACIOROWSKI

NEFF

BAKER

SUWANSKI

SIMPSON

BACKYARD FLOODING

CHURCH PROPERTY

1369 1363 1355 1343 1327 1315 1307 1299 1287 1273 1265 1253

1379 1360 2611 1319 1304 1294 1282 1250 1249 1245

1387 1384 2595 2592 2589 2583 1238 1237 1233

1385 1386 1389 1393 1397 1395 2573 2570 1236 1234 1230

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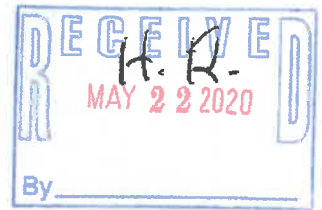
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The First United Methodist Church of DeKalb Site Variance Request



The First United Methodist Church of DeKalb is requesting the following Site Variances for the property located on Glidden North Rd. This 15.87 acre plot is presently a part of an actively cropped farm. The frontage of the plot is 557 lineal feet along Glidden North Road, including 70' of dedicated right of way for a future east – west road along the North boundary. The closest neighbors include: a farmhouse to the North, the DeKalb Co Government /Health Complex, the Korean Church, and property on NE Corner Dresser Road are across Glidden North Rd to the East. The Baptist Church and two vacant lots are to the south, and a few lots in Eden Gardens neighborhood and their retention pond to the West. The South boundary two lots are undeveloped wooded 'rough' land. The planned Church building and parking will occupy about 6 acres in the N.E. section of the property with the remaining 9 acres continuing to be farm land for 10-15 years until building expansion is needed.

Refer To The Landscape Design For Variance Request Locations.

Site Variance #1 Article 15

Request: The entry driveway from Glidden North leading into the parking lot is on a portion of the dedicated right-of-way of the future Beautiful Gate Drive. A request is made to **reduce the width of the entrance road to 24' in width** in keeping with the entrance drive on the property. The Drive and Parking lot will be blacktop, with **no interior and perimeter curbs**. A culvert will be installed for drainage under the entrance drive with the required flared approach on the roadway.

Reason: This entry road will eventually be torn out and re-engineered with the installation of the Beautiful Gate Drive extension from Glidden North Rd. to the Eden Gardens neighborhood.

Proper grading elevations and hard surface of the parking lot without curbing will allow rain water to sheet off onto the large areas of surrounding turf-lawn minimizing erosion. The surrounding farm land is presently tiled and drains west into the Watson creek watershed and into the large retention pond immediately west on the Eden Gardens property.

Additional swales will be created around the Church building that will direct surface water to a detention area in the NW corner of the back yard.

Site Variance #2 Article 15-3, a and e Adjacent to Streets

Request: Street trees to be planted 60' oc (instead of the required 30' oc spacing with 4 shrubs or grasses for each) (a mix of hardwoods, ornamental and evergreens), on a graded, well drained lawn without berm/s. The 8-12 trees will have a 6' diameter mulched ring around each tree and or planted in small groups. The trees will be planted along a 50' set back from the property line with Glidden North.

Reason: Safety Concerns have been voiced that the required berm and screen plantings will, in time, obstruct the view of the parking lot which is 125' from the road and Church set back at 315' from police patrols view from the road.

Site Variance #3 Article 15-5,b Interior Areas

Request: Interior parking islands: Trees and low shrubs will be planted in the three islands closest to the church main entrance. The two outer islands will be grass only, with no curbing around any parking lot inner islands.

Requesting a reduction in quantity of Shade Trees and shrubs along the sides of the parking lot, as shown on landscape plan.

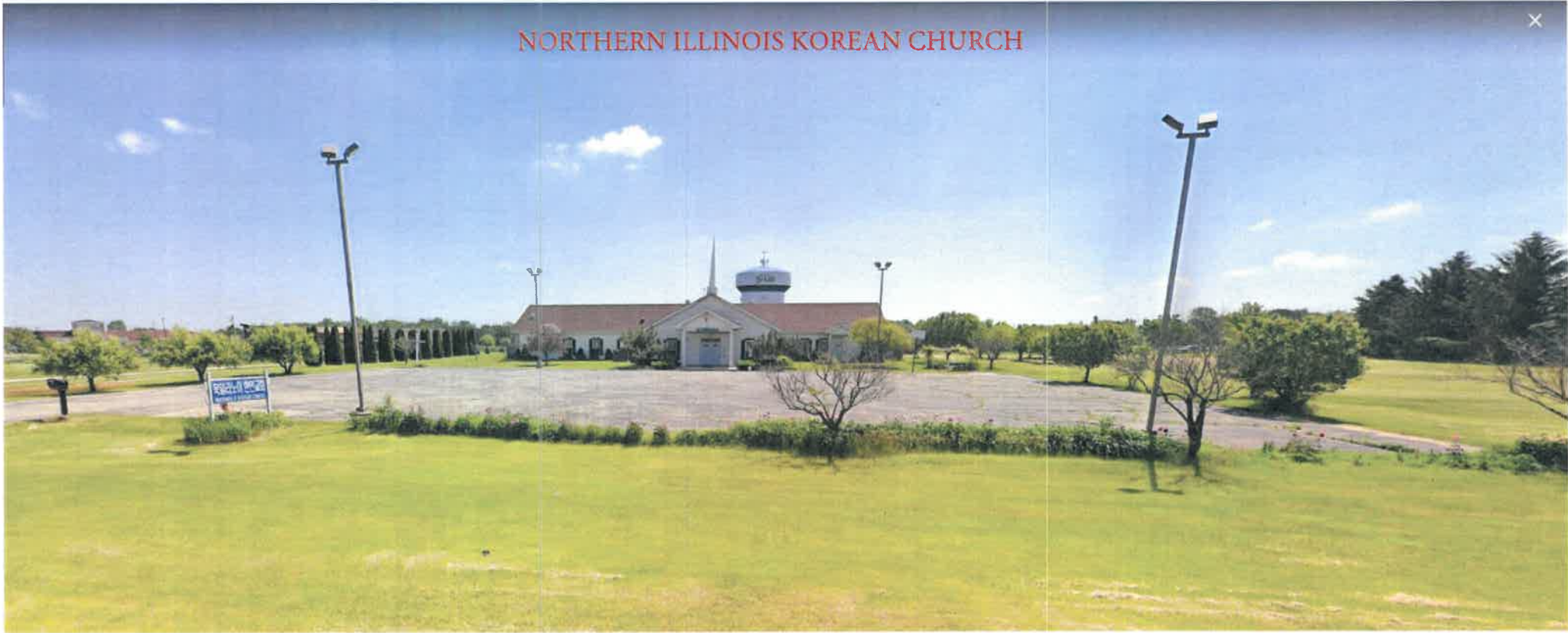
Reason: Safety and visibility concerns throughout parking lot. Our parking use of the lot will be heaviest on Sundays for two services approximately 75 vehicles. Week day and/or night parking use is estimated at a maximum of 5 to 25 vehicles at a time for staff and persons attending meetings.

The Purpose and Mission of the First United Methodist Church is to be a visible presence for the North Annie Glidden Corridor. We desire to be easily seen and a welcoming place to the community. Funding for this future Church is 100% through private generosity. Many of the Shade trees will be Memorial Donations through the years after the Church is established and ,in time the FUMC will have a full, beautiful landscape. Our hopes and prayers are that most of our current funding will be dedicated to outreach and programs that benefit the surrounding Community.





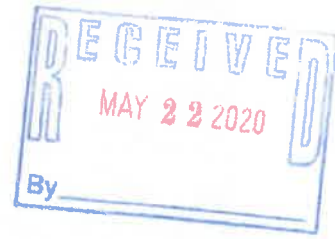
NORTHERN ILLINOIS KOREAN CHURCH



NEW HOPE MISSIONARY BAPTIST CHURCH



City of 
DeKalb
opportunity · innovation
ANNEXATION PETITION



A. APPLICANT

1. Petitioner / Petitioner Representative

Name DeKalb First United Methodist Church Phone 815.751.3593 or 815.757.8910
Mailing Address 317 N. Fourth Street Email tweber5474@hotmail.com or jnghom@comcast.net
City, State, ZIP DeKalb, IL 60115

2. Property Owner (if different from Petitioner)

Name Stephen Storey Phone 815.748.4541
Mailing Address 22489 Glidden Road Email stephenstorey073@gmail.com
City, State, ZIP DeKalb, IL 60115

B. PROPERTY

1. Common Address or Location 15.87 acres north of Twombly Road and west of Annie Glidden Road
2. Parcel #(s) Part of PIN # 08-09-400-017
3. Legal Description (if necessary, briefly describe here and reference the full legal description on the Plat)
See attached survey of Plat. See attached Annexation Agreement and Site Plan.

4. Size of the total area being annexed (sq. ft. or acres) 6.55 acres
5. Number of electors (i.e., registered voters) who reside on the property to be annexed 0
6. Property to be annexed (select one):
 is contiguous to the existing corporate limits of the City of DeKalb.
 is not contiguous to the existing corporate limits of the City of DeKalb

C. PRE-APPLICATION CONFERENCE

A Pre-application Meeting with City staff is required prior to the acceptance of this application, per Unified Development Ordinance 5.13.10(1).

Date of meeting 11/19/2019

Individuals in attendance Dan Olson and Zachary Gill (City of DeKalb), Pastor Jonathan Crail, Jim Horn, Russ Burns, Tom Weber (DeKalb First United Methodist Church), Stephen Storey (Land Owner)

D. CHECKLIST

Below are the minimum criteria necessary to properly process your application. Each item must be checked by the applicant to signify it is provided on this form or on other attached pages.

- 1. Filing Fee: \$300
- 2. Three (3) copies of a Corporate Limits Extension Map and/or Plat of Survey of the property to be annexed, including the following information:
 - Survey of property to be annexed.
 - Legal description of property to be annexed.
 - Present corporate limits.
 - Number of acres to be annexed.
 - Name and address of person who prepared plat.
 - Indicate that the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.
 - Certificate for signature by Mayor and the City Clerk as follows:

This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of DeKalb Ordinance No. _____ adopted by the City Council of said City on the _____ day of _____, 20_____.

By: _____ Attest: _____
Mayor City Clerk

- 3. Signatures of the majority of the electors residing on the property to be annexed
- 4. Attached documentation on additional page(s) supplying the following:
 - Explain the reason for the annexation request.
 - Describe in detail how the request will be in conformance with the City's Comprehensive Plan.
 - Demonstrate how the annexation request will not impair the public health, safety, comfort, morals, or welfare of the inhabitants of the City of DeKalb.

E. 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.

F. The petitioner hereby agrees to abide by the requirements set forth in the Planning and Zoning Commission Public Hearing Procedures.

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

Shawn Chapman Trustees Co-Chair 5/2/2020
Greg Hillrich 5-5-2020
Petitioner Signature Date
Trustees, DeKalb FUMC

I hereby affirm 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 request as described above (petitioner must sign if they are the owner).

Stephen J. Storey 5-14-2020
Property Owner Signature Date
Stephen J. Storey, as Trustee under the Stephen J. Storey
2003 Declaration of Trust, dated July 25, 2003

Updated: 9/2019 *Diane L. Storey Kaye L. Storey*
Diane L Storey by Stephen J. Storey POA KAYEL Storey by Stephen J. Storey POA



REZONING PETITION

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

FROM: Petitioner Name(s): DeKalb First United Methodist Church Phone: 815.751.3593 or 815.757.8910
Petitioner's Representative: N/A Email: tweber5474@hotmail.com or jnghom@comcast.net
Mailing Address: _____
317 N. Fourth St., DeKalb, IL 60115

Property Owner: Stephen Storey Phone: 815.748.4541
Mailing Address: _____ Email: stephenstorey073@gmail.com
22489 Glidden Rd., DeKalb, IL 60115

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: Part of PIN # 08-09-400-017 and PIN # 08-09-400-018. See attached Survey of Plat for legal description.

 - B. Street Address or Common Location: See Survey of Plat.
 - C. Size of Property (square feet or acres): 15.87
 - D. Existing Zoning: PDR/A1
 - E. Proposed Zoning: PDR
 - 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.



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: 11/19/2019

Those in attendance: Dan Olson, Zachary Gill, Jonathan Crail, Jim Horn, Russ Burns, Tom Weber and Stephen Storey.

(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.

Shawn Chapman Trustee Co-Chair
Shy Glenick
Petitioner Signature
Trustees, DeKalb FUMC

5/2/2020
5-2-2020
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).

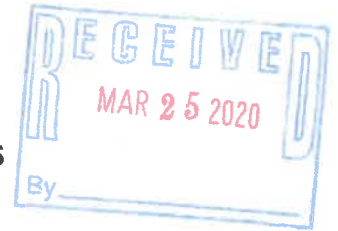
Stephen J St Trustee
Property Owner Signature

5-14-2020
Date

Stephen J. Storey, as Trustee
under the Stephen J. Storey
2003 Declaration of Trust,
dated July 25, 2003

Diane L. Storey
Kaye L. Storey

Diane L Storey by Stephen J St POA
Kaye L Storey by Stephen J St POA



ADDENDUM FOR ANNEXATION AND REZONING PETITIONS

“Living Christ’s Presence through Love and Service”

The Congregation of the DeKalb First United Methodist Church is respectfully asking the Planning and Zoning Committee and the City Council of the City of DeKalb for annexation and rezoning of this property for the following reasons. The intended use deals with the fact that our present church building is 112 years old. Our congregation has voted to buy land northwest of the city and to build a new church building. That is the intended use—to build a new building. However, our church family knows that a building is not just a church, it is a place for serving and loving people. The DeKalb First United Methodist Church has a rich history of serving people in the greater DeKalb Community. We have a food and educational program called SLAM—Summer Lunch and More that feeds families and provides educational activities for kids during the summer months. We also serve one community meal every month. Our church is also very active in serving meals for Hungry Huskies at NIU and Hope Haven. We are already exploring ways with our two neighboring churches of how to serve people in the community. We are also looking at how we can partner with the people in the facilities across Annie Glidden Road—the DeKalb County Nursing Home and Rehab Facility, the DeKalb County Health Department and the Heritage Woods Assisted Living Facility. We plan to reach out to the people in the surrounding homes and apartments to help fill their physical and spiritual needs. These are just a few of the outreach and mission programs that we will continue in the North Annie Glidden Corridor.

Our building and land committees have worked closely with Dan Olson and other City Staff to be sure that we are in compliance with the City’s Comprehensive Plan. The impact on existing and future land uses will be positive. Our church building will be a welcoming sight as people enter DeKalb from the north. Our building location will have a positive impact on adjacent existing and future land uses and should not have an impact on adjacent property values. The impact on the general public’s health, safety and welfare should be enhanced because of our church being in this location.

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 Monday, July 6, 2020 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 First United Methodist Church for approval of a zoning map amendment, upon annexation, from the "SFR1" Single-Family Residential District to the "PD-R" Planned Development – Residential District for the property described below in Legal A and approval of an amendment to Ordinance 94-74 for the property described below in Legal B. The requests are for the approval of a concept plan and waivers to the Unified Development Ordinance for building height, landscaping, minimum street standards and parking lot standards to allow for the construction of an approximately 7,730 sq. ft. church and accessory uses for approximately 16 acres of property located along the west side of N. Annie Glidden Road across from the DeKalb County Health Facility Campus. The subject property contains Parcel Identification Number (PIN) 08-09-400-018 and a portion of PIN 08-09-400-017 and is legally described below.

Legal A

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 300.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 211.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 77.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 257.17 FEET; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE 1292.56 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Legal B

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 511.08 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE 849.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 175.78 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 193.46 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 110.22 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE

SOUTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 557.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 26 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1325.71 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS, EXCEPT FOR THE PART OF THE PROPERTY DESCRIBED IN LEGAL A.

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 4:00 p.m. on Monday, July 6, 2020, 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

From: [Karen baker](#)
To: [Olson, Dan](#)
Cc: [REDACTED] [Nicklas, Bill](#); [Gill, Zac](#)
Subject: Re: FW: Zoning Response
Date: Tuesday, June 30, 2020 5:20:40 PM
Attachments: image001.png

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Thank you very much for your response.

K

On 06/30/2020 4:31 PM Olson, Dan <dan.olson@cityofdekalb.com> wrote:

Karen,

Thanks for your e-mail. The church will be providing their own stormwater detention pond (see attached map- red circle) that will handle the stormwater for their site. Prior to construction of the church they will be required to submit stormwater calculations showing they meet the requirements in the City's Unified Development Ordinance. Our City Engineer will review the stormwater plan and calculations to ensure they are complying with City codes. I have cc: our City Engineer in this e-mail.

A copy of your letters will be provided to the church and the Planning and Zoning Commission.

If you have any other questions, please contact me.

Dan Olson | Principal Planner

City of DeKalb | 164 E. Lincoln Highway | DeKalb, IL 60115

Phone: 815-748-2361

Email: dan.olson@cityofdekalb.com | Website: www.cityofdekalb.com



From: Karen baker [REDACTED]
Sent: Tuesday, June 30, 2020 2:54 PM
To: Olson, Dan <Dan.Olson@CITYOFDEKALB.com>;
[REDACTED]
Subject: Zoning Response

[NOTICE: This message originated outside of the City Of DeKalb mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Mr. Olson,

Attached please find two responses to the proposed construction of the First United Methodist Church. While neither party is opposed to the construction of the church, we have concerns regarding the planned construction, if any, of retention ponds for the church.

Thank you for your consideration in advance.

Karen Baker

Disclaimer: This is a transmission from the City of DeKalb that is confidential and proprietary. If you are not the intended recipient, copying or distributing the contents of this message is expressly prohibited. If you have received this message in error, please destroy it and notify the City immediately. This email is the property of the City of DeKalb and the City reserves the right to retrieve and read any message created, sent or received, including the right to monitor messages of City employees or representatives at any time, without notice. Freedom of Information Act Requests should be submitted on the City's website at <http://www.cityofdekalb.com/>. Do Not Forget That The 2020 Census Is Right Around The Corner. For More Information On How You Can be Counted visit <https://www.census.gov/partners/2020.html>

June 30, 2020

City of DeKalb
Dan Olson, Principal Planner
164 East Lincoln Highway
DeKalb, IL 60115

Dear Mr. Olson:

This correspondence is in reference to the notification from the DeKalb Planning and Zoning Commissions' consideration of a request filed by DeKalb First United Methodist Church to build their church along the west side of N. Annie Glidden road across from the DeKalb County Health Facility Campus.

Our home is located at 1230 Omega Circle Drive in the Garden Estates subdivision. Located within our subdivision are two retention ponds. These ponds were constructed to support the flood and runoff waters as they may occur within the subdivision. These ponds have provided the necessary protection against flooding for approximately 20 years, ensuring our basements did not flood as a result of heavy rains.

While, in general, we are not opposed to the construction of the church, we are concerned about the lack of any clear plans to construct any additional retention ponds to catch run-off waters associated with the church location. Of main concern is the current flooding that occurs in the back of homes, resulting from run-off waters located in the current proposed construction site. The current ponds were not built for additional construction and thus our concern that the ponds will not be able to sustain and/or support our current subdivision as well as the new construction that is proposed.

We are therefore requesting specific confirmation and information regarding the construction of additional retention ponds that will specifically support the new church construction and not provide any additional risk of flooding to the subdivision.

Thank you for your consideration of our request in advance. Should you have any additional questions, please feel free to contact me at 815/758-2106 or by email to bakersam11@yahoo.com

Sincerely,



Karen and Sam Baker

Eden's Garden



2355 Williams Way • DeKalb, Illinois 60115
Ph. 815-758-8045 • FAX 815-756-7497

City of DeKalb
Dan Olson, Principal Planner
164 East Lincoln Highway
DeKalb, IL 60115

Dear Mr. Olson:

This correspondence is in reference to the notification from the DeKalb Planning and Zoning Commissions' consideration of a request filed by DeKalb First United Methodist Church to build their church along the west side of N. Annie Glidden road across from the DeKalb County Health Facility Campus.

Eden's Garden Phase II is located near the proposed construction site and contains two retention ponds within the Garden Estates subdivision. One of the retention ponds is located at the edge of Rosenow Way. Both ponds were originally constructed to support flood/run-off waters for the subdivision.

While, in general, we are not opposed to the construction of the church, we are concerned about the lack of any clear plans to construct any additional retention ponds to catch run-off waters associated with the church location. Of main concern is the current flooding that occurs in the back of homes, resulting from run-off waters located in the current proposed construction site. The current ponds were not built for additional construction and thus our concern that the ponds will not be able to sustain and/or support our current subdivision as well as the new construction that is proposed.

We are therefore requesting specific confirmation and information regarding the construction of additional retention ponds that will specifically support the new church construction and not provide any additional risk of flooding to the subdivision.

Thank you for your consideration of our request in advance. Should you have any additional questions, please feel free to contact me at 815/758-2106 or by email to bakersam11@yahoo.com

Sincerely,

Eddie R. Williams by Karen L. Baker, as agent-Eden's Garden II/South Parkway MGMT, Inc.

Karen L. Baker
Eden's Garden II/South Parkway Management, Inc.

From: [Olson, Dan](#)
To: [Bertrand Simpson](#)
Cc: [Aquanette Simpson](#)
Subject: RE: First United Methodist Church
Date: Saturday, June 20, 2020 9:21:00 PM

Bertrand,

Thanks for the e-mail. Beautiful Gate Drive will not be extended with the development of the church. The property (right-of-way) for the road will be dedicated, but the road will not go through at this time. Future development north of the proposed church will likely require the extension of the road to Annie Glidden Road.

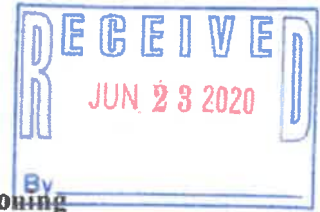
I will provide a copy of your e-mail to the Planning and Zoning Commission and the applicant.

Dan Olson
Principal Planner
City of DeKalb
815-748-2361

From: Bertrand Simpson <[REDACTED]>
Sent: Friday, June 19, 2020 4:16 PM
To: Olson, Dan <Dan.Olson@CITYOFDEKALB.com>
Cc: Aquanette Simpson <[REDACTED]>
Subject: First United Methodist Church

[NOTICE: This message originated outside of the City Of DeKalb mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Greetings. Our home is near to the proposed new church. Our only concern, at this point, has to do with whether or not this development will include, or lead to, Beautiful Gate Dr. opening up the thru traffic? As you may be aware, the long standing nature of the quiet enjoyment of our neighborhood, will suffer, if we are subjected to such traffic. We look forward to your response. Thank you.



DeKalb First United Methodist Church - Annexation and Rezoning
Citizen Response Form

Owners Name: James & Kathy Maciorowski

Property Address: 1377 Omega Circle Drive

Basic Input:

- I support the proposal.
- I support the proposal in general but would like to see specifics before I decide.
- I do not support the proposal.

Written Comments:



From: [Olson, Dan](#)
To: [Jackie Suwanski](#)
Cc: [Nicklas, Bill](#); [Gill, Zachary](#); [Walker, Aaron](#)
Subject: RE: Planning & zoning-Annie Glidden church
Date: Monday, July 06, 2020 10:40:00 AM
Attachments: 05021.04 - FUMC DEKALB_SITE PLAN 11-19-18 - Stormwater Detention.jpg
image001.png

Jackie and Matt,

Thanks for your e-mail. The church will be providing their own stormwater detention pond (see attached map- red circle) that will handle the stormwater for their site. Prior to construction of the church they will be required to submit stormwater calculations showing they meet the requirements in the City's Unified Development Ordinance. Our City Engineer will review the stormwater plan and calculations to ensure they are complying with City codes. I have cc: our City Engineer, Zac Gill, in this e-mail.

Twombly Road will be reconstructed next year with a new sidewalk added along the north side of the road connecting to the existing walk in Eden's Garden. The DeKalb County Highway Department is in charge of the project and they are focusing on the design and utility work this fall. Traffic from the church should have very little impact on Twombly Road, as all traffic will use N. Annie Glidden Road for access.

A copy of your e-mail will be provided to the petitioner and the Planning and Zoning Commission.

If you have any other questions, please contact me.

Dan Olson | Principal Planner
City of DeKalb | 164 E. Lincoln Highway | DeKalb, IL 60115
Phone: 815-748-2361
Email: dan.olson@cityofdekalb.com | Website: www.cityofdekalb.com



From: Jackie Suwanski [REDACTED]
Sent: Sunday, July 05, 2020 8:19 PM
To: Olson, Dan <Dan.Olson@CITYOFDEKALB.com>
Subject: Planning & zoning-Annie Glidden church

[NOTICE: This message originated outside of the City Of DeKalb mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good afternoon,

While I don't object to the building of the church I do have other major concerns. We bought this home with the intention that it will be a permanent home for our family of 6. Adding this church brings me major concerns of flooding. I feel that it is absolutely necessary to add a retention pond to the plans to protect the homes of the current residents. The way the grading is set up will for sure cause more flooding than we already experience.

I also worry about the safety of Twombly Road. This road is already an extremely rough ride, one which my family already has to avoid due to excessive back conditions. The added traffic is sure to cause even more wear and tear on this road, so I feel that for the safety of all drivers, it needs to be repaired prior to adding additional traffic flow.

As long term residents of Dekalb, we thank you for taking the time to review and consider our concerns.

Jackie & Matt Suwanski
1229 Omega Circle Dr

-sent from my iPhone, so I apologize for any errors-



DeKalb First United Methodist Church - Annexation and Rezoning
Citizen Response Form

Owners Name: Bradley Fisher

Property Address: 1225 Omega Circle Dr.

Basic Input:

- I support the proposal.
- I support the proposal in general but would like to see specifics before I decide.
- I do not support the proposal.

Written Comments:

I support the church but a ^{*}retention pond must be put in ^{*} between the houses and the church. Also Twombly rd needs to be fixed!! The church will bring more traffic so fix the road its that simple I am interested to know how a church affords .47 ^{acres} ~~acres~~ of Ag. I expect taxes to be paid on everything other than the 7700 sq' feet. We are a county with high taxes and we dont need a church sitting on 47 acres not paying taxes. last ~~know~~ no road ~~an~~ access should be allowed to the church from garden estates it needs to stay a one way in one way out to keep crime down

