

**ORDINANCE 2014-048 PASSED: JANUARY 12, 2015**

**APPROVING A SPECIAL USE PERMIT FOR A MUSEUM ON PROPERTY ZONED “MFR-1” MULTI-FAMILY RESIDENTIAL, ELLWOOD-NEHRING HOUSE, LOCATED AT 417 NORTH FIRST STREET, DEKALB, ILLINOIS.**

**WHEREAS**, Ellwood House Association, Inc. in 2012 filed a petition with the City Clerk of the City of DeKalb, Illinois for a special use permit allowing the conversion of a single family residence into a museum on property zoned “MFR-1” Multi Family Residential, located at 417 North First Street, DeKalb; and,

**WHEREAS**, the DeKalb Planning and Zoning Commission held a public hearing and reviewed the request on June 27, 2012, and recommended conditional approval of the special use permit by a vote of 4-0, subject to conditions; and,

**WHEREAS**, the City Council approved a temporary Special Use Permit for the Nehring House Museum on July 23, 2012, that expires on December 31, 2014; and,

**WHEREAS**, the temporary Special Use Permit required the Ellwood House Association to submit documentation to the City giving evidence that the parking needs are being met by the current facilities, to the City’s satisfaction by keeping a log of the number of events and attendees over the duration that this Special Use Permit is in effect to help understand the potential parking requirements for the whole museum campus; and,

**WHEREAS**, The City and the Ellwood House Association acknowledge that given the unique nature of the proposed use of the premises, the actual requirements for parking are difficult to evaluate, however the event log has determined that 21 parking stalls does not provide parking for 70 percent of the events that occurred in 2013; and,

**WHEREAS**, the DeKalb Planning and Zoning Commission reviewed the parking log on June 11, 2014, and again on November 12, 2014, and recommended conditional approval of the expiring special use permit by a vote of 3-2, subject to conditions; now,

**WHEREAS**, the DeKalb City Council reviewed the Planning and Zoning Commission recommendation and made modifications to recognize the historic value of the property and a desire to retain open space if over flow parking could be found on an adjacent property, now,

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL** of the City of DeKalb, Illinois as follows:

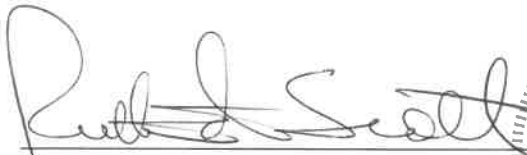
**Section 1.** That a Special Use Permit allowing a museum on property zoned “MFR-1” Multi-Family Residential, located at 417 North First Street, be approved conditioned upon the following:

1. Installation of 8 hard-surface parking stalls substantially as shown on Exhibit A, attached hereto, be constructed by December 31, 2015.
2. Approval of a written lease agreement for a ten year term, for shared use of 99 additional parking spaces located at 615 N. First Street, in form and content substantially as shown in Exhibit B attached hereto, by June 30, 2015.
3. Waiver of parking standard that requires adjacent properties to be used for parking be located within three hundred feet (300') of the entrance of the building being served.

**Section 2.** That all provisions of the Unified Development Ordinance shall remain in full force and effect, and this Ordinance shall take effect upon its passage and approval according to law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting, held on the 12<sup>th</sup> day of January, 2015, and approved by me as Mayor on the same day. First reading on December 8, 2014. Passed on a roll call vote of 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Naylor, O'Leary, Rey. Absent: Baker.

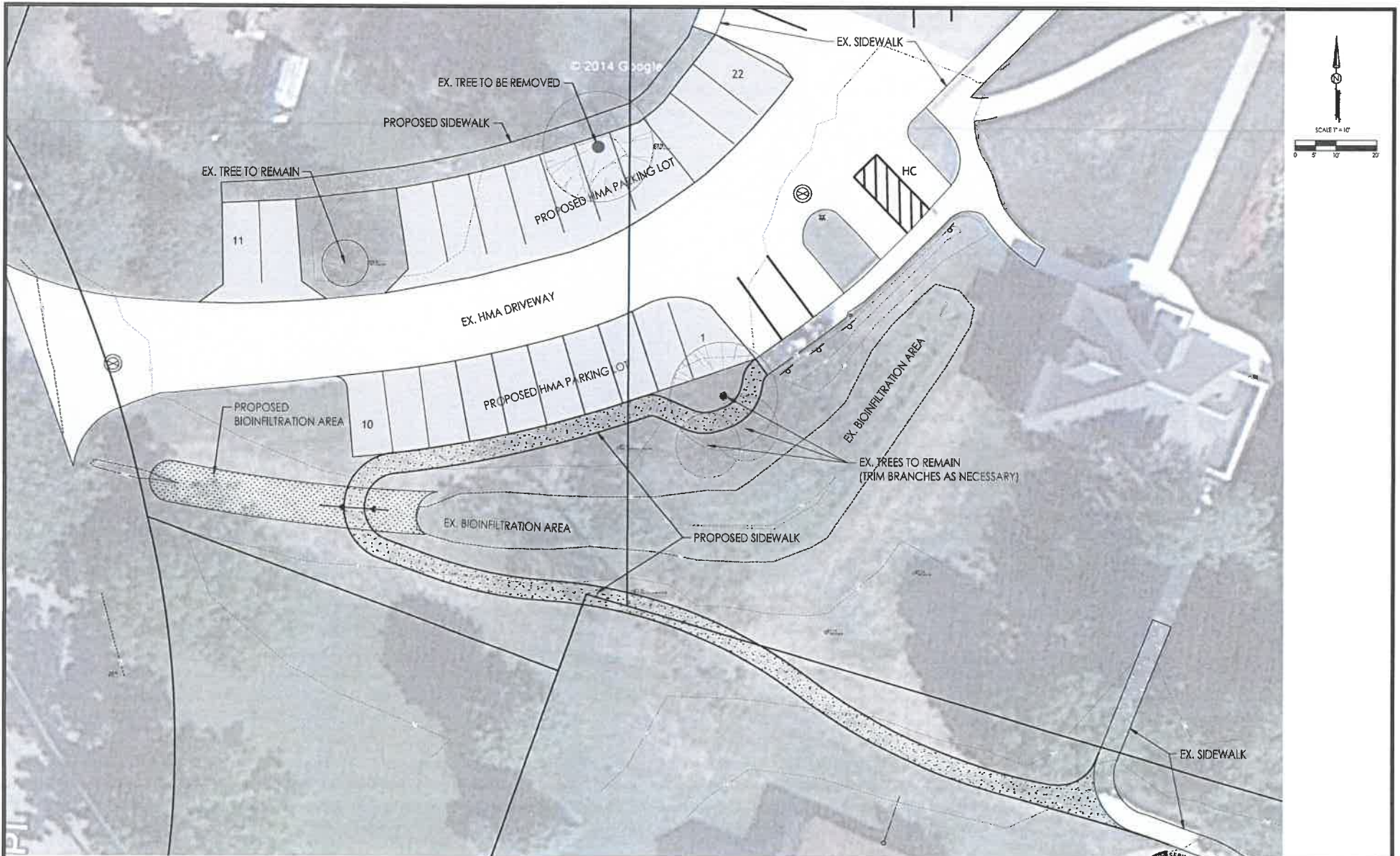
**ATTEST:**

  
RUTH A. SCOTT, Deputy City Clerk



  
JOHN A. REY, Mayor

# Exhibit A.



## OPTION #1

STALLS ADDED = 22

TOTAL STALLS = 43 (INCLUDING 2 HANDICAP)



700 WEST LOCUST ST., MELWOOD, IL 61088  
 815-291-0000 FAX 815-291-0001  
 815-291-0002 TDD 815-291-0003

NO.	REVISIONS	BY
Elwood Parking Expansion Concept Plan OPTION #1		
CHECKED BY: RES	DESIGNED BY: JRM	SHEET NO. 1
DATE: 07/24/14	DATE: 07/24/14	DATE: 07/24/14
3/27/14_BASE.dwg		
		Sheet 1 of 1

# Exhibit B

ord  
2014-048

## License Agreement

Agreement is made this 26<sup>th</sup> day of APRIL, 2015 between First Congregational United Church of Christ, an Illinois not for profit corporation located at 615 N. First Street, DeKalb, Illinois 60115, (hereafter "licensor") and Elwood House Association, Inc., an Illinois not for profit corporation located at N. First St., DeKalb, Illinois 60115. (hereafter "licensee")

In consideration of the mutual promises here contained, the parties agree as follows:

### **Section 1 Grant of License**

Licensor grants to licensee a license to occupy and use for passenger vehicular parking, subject to all of the terms and conditions stated here, the parking lot located on the west side of licensor's property located at 615 N. First St., DeKalb, IL 60115. (hereafter "the parking lot") Licensee will give Licensor at least seven (7) days advance notice by regular mail or telephone contact of any planned use of the parking lot. Licensee agrees and acknowledges that Licensor may deny any specific use of the parking lot in the event that Licensor has an event that conflicts with Licensee's event. The permission given under this agreement is not exclusive, and Licensor reserves the right to use the parking lot at any time, and to grant a similar license to other parties at any time. This license may not be assigned or in any other manner transferred by Licensee to any other party or person.

### **Section 2 Term of License**

The term of this license shall be five (5) years from the date first written above.

### **Section 3 Termination**

Either party may terminate this agreement at any time, by giving written notice to the other, specifying the date of termination; notice will be given not less than thirty (30) days prior to the date there specified. Such notice of termination shall be sent to the address noted above by:  
1) certified or registered mail, with return receipt requested, or 2) personal delivery.

### **Section 4 Indemnity**

Licensee shall indemnify, defend, and hold the Licensor harmless from and against any

all claims, actions, liability, costs, expenses, and damages of every kind and nature from (i) the Licensee's use and occupancy of the parking lot, (ii) any breach or default by the Licensee under the provisions of this License, or (iii) from any act, omission, or negligence on or about the parking lot by Licensee, its agents, contractors, employees, licensees, customers, or business invitees. In case of any action or proceeding brought against the Licensor by reason of such claim, Licensee at Licensor's option, shall defend such action or proceeding by counsel reasonably satisfactory to Licensor. While Licensee or Licensee's guests are using the parking lot, Licensee shall have sole responsibility for the protection of vehicles or other property located on the parking lot and agrees that Licensor shall have no responsibility for policing or securing the parking lot and no liability for damage to or theft of vehicles, property within vehicles, or other property located on the parking lot.

### **Section 5 Insurance**

Licensee agrees to carry, at its expense, a policy of commercial general liability and property damage insurance with respect to the parking lot, and the business operated by Licensee on the parking lot, in which the limits of liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Such policy shall name Licensor as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensor thirty (30) days' prior written notice. The insurance shall be with an insurance company authorized to do business in the State of Illinois and Licensee shall cause a certificate of insurance certifying to the issuance of such policy to be delivered to Licensor.

### **Section 6 Miscellaneous**

- a. This Agreement, including the Recitals, contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.
- b. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.
- c. The subject headings of the articles, paragraphs, and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
- d. This Agreement shall be governed by the laws of the State of Illinois.
- e. The Parties to this Agreement hereby stipulate that proper venue for the filing of any action in a court of law or equity shall reside in the Circuit Court for the Twenty-third (23<sup>rd</sup>) Judicial Circuit, DeKalb County, Illinois.
- f. No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

g. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and date written above.

First Congregational United Church of Christ

Janice L. Graefen  
Moderator

Attest:

Carly C. Hill  
Clerk

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF DEKALB     )

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that JANICE L. GRAEFEN and CARLY C. HILL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 26<sup>th</sup> day of APRIL, 2015.



E Michael Groark II  
NOTARY PUBLIC



Ellwood House Association, Inc.

Jerry L. Johns  
President

Attest:

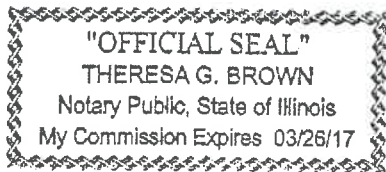
Carolyn S. Swafford  
Secretary

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF DEKALB     )

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Jerry L. Johns and Carolyn S. Swafford, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 15<sup>th</sup> day of May, 2015.

Theresa G. Brown  
NOTARY PUBLIC





2017007193

**DOUGLAS J. JOHNSON**  
RECORDER - DEKALB COUNTY, IL  
RECORDED: 7/27/2017 11:37 AM  
REC FEE: 83.00

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

PAGES: 8

POOR ORIGINAL OR CONTAINS COLORED INK  
RECORDER NOT RESPONSIBLE  
FOR REPRODUCTION

I, **RUTH A. SCOTT**, do hereby certify that I am the duly appointed Deputy City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.



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

**ORDINANCE 2014-048**

**APPROVING A SPECIAL USE PERMIT FOR A MUSEUM ON  
PROPERTY ZONED "MFR-1" MULTI-FAMILY  
RESIDENTIAL, ELLWOOD-NEHRING HOUSE, LOCATED AT  
417 NORTH FIRST STREET, DEKALB, ILLINOIS.**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois on the 12<sup>th</sup> day of January, 2014, and the original is now on file at the City of DeKalb Municipal Building.

**WITNESS** my hand and the official seal of said City this 19<sup>th</sup> day of July, 2017.

  
**RUTH A. SCOTT** Deputy City Clerk  


Prepared by and Return to:

Deputy City Clerk Ruth Scott  
City of DeKalb  
200 South Fourth Street  
DeKalb, IL 60115