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**ORDINANCE NO. F-0542**

**AN ORDINANCE AMENDING THE WHEATON ZONING ORDINANCE MAP  
ON A CERTAIN PIECE OF PROPERTY COMMONLY LOCATED AT  
518 WEST ROOSEVELT ROAD - WALKER & MAY, INC.**

WHEREAS, written application has been made to amend the Zoning Map, which is attached to and forms a part of the Zoning Ordinance of Wheaton, Illinois, for the property legally described herein within the city limits of Wheaton, Illinois, and commonly known as 518 West Roosevelt Road; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the Wheaton Zoning Ordinance, a public hearing was conducted by the Wheaton Board of Zoning Appeals on October 24, 2000, to consider the zoning request; and the Wheaton Board of Zoning Appeals has recommended approval of the zoning amendment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Zoning Map, which is attached to and forms a part of the Zoning Ordinance of Wheaton, Illinois, is amended by deleting the following-described property from the R-3 Single-Family Residential District zoning classification and including it in the O-R Research District zoning classification:

LOTS 3, 4 AND 5 IN SECKER'S ADDITION TO WHEATON, BEING A SUBDIVISION OF LOTS 1 AND 2 OF THE COUNTY CLERK'S ASSESSMENT SUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WARRENVILLE ROAD AND NORTH OF THE CENTER OF UNION DRAINAGE DITCH #1, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1913 AS DOCUMENT 113627, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF LOTS 3, 4, AND 5 IN SECKER'S ADDITION TO WHEATON, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1913 AS DOCUMENT 113627, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 5 IN SECKER'S ADDITION TO WHEATON AS MONUMENTED AND OCCUPIED; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 29 MINUTES 30 SECONDS WEST 183.85 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME BEARING OF NORTH 00 DEGREES 29 MINUTES 30 SECONDS WEST 7.50 FEET ALONG SAID WEST LINE OF LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 39 MINUTES 34 SECONDS EAST 103.80 FEET ALONG THE NORTH LINE OF AFORESAID LOTS 5 AND 4 TO THE NORTHEAST CORNER OF LOT 4; THENCE

SOUTH 00 DEGREES 42 MINUTES EAST 7.91 FEET (RECORDED AS 8.00 FEET) ALONG THE EAST LINE OF SAID LOT 4 TO THE SOUTH LINE OF THE NORTH 8.00 FEET OF LOT 3; THENCE NORTH 88 DEGREES 39 MINUTES 34 SECONDS EAST 52.00 FEET ALONG THE SOUTH LINE OF THE NORTH 8 FEET OF LOT 3; TO A POINT ON THE EAST LINE OF AFORESAID LOT 3 AS MONUMENTED AND OCCUPIED, THENCE SOUTH 00 DEGREES 40 MINUTES 23 SECONDS EAST 7.09 FEET ALONG SAID EAST LINE; THENCE SOUTH 88 DEGREES 39 MINUTES 34 SECONDS WEST 52.00 FEET TO A POINT ON THE WEST LINE OF LOT 4, SAID POINT BEING MONUMENTED BY AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE NORTH 87 DEGREES 12 MINUTES 16 SECONDS WEST 104.02 FEET TO THE POINT OF BEGINNING.

P.I.N. 05-20-205-008, 05-20-205-043 AND 05-20-205-044

This property is commonly located at 518 West Roosevelt Road, Wheaton, IL 60187 ("Subject Property").

Section 2: The construction, development, and use of the Subject Property shall be in substantial conformance with the "Alternate Site Plan dated October 26, 2000, prepared by Cemcon, Ltd., Consulting Engineers, Winfield, Illinois; the "Preliminary Engineering Plan for Wheaton Office Building" bearing revised dates of September 21, 2000, September 26, 2000, and October 16, 2000, the "North Elevation" plan dated November 9, 2000, and "The Landscape Plan, Sheets 1 and 2" prepared by Gary R. Weber Associates, Inc., Wheaton, Illinois, dated September 29, 2000; and the "Office Building" plan dated November 10, 2000 prepared by Philip Prince & Associates, Architects, Wheaton, Illinois, and in further full compliance with the following conditions, restrictions, and requirements:

- A. Owner/developer shall construct curbing along the south portion of the alley right-of-way from the west end of the alley extension to Warrenville Road.
- B. The refuse dumpsters shall be contained within a locked enclosure.
- C. The proposed office building shall be of an architectural and esthetic design consistent with a residential structure; this design shall be accomplished through the use of varied horizontal wall dimensions, varied roof heights, window and door placement as required by Article 15.2 of the City of Wheaton Zoning Ordinance; all subject to the reasonable approval of the Director of Planning.
- D. The monument sign to be placed on the Subject Property shall not exceed twenty-four (24) square feet per sign face and seven feet (7') in height.
- E. A solid wood board-on-board fence, at least six feet (6') in height, shall be constructed along the south edge of that portion of the alley right-of-way which is south of and adjacent to the Subject Property. Owner/developer shall also provide additional understory planting within those portions of the unimproved alley right-of-way adjacent to the Subject Property.

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- F. Owner/developer shall file a tree preservation plan with the City, prior to the issuance of any Site Development Permit; the plan shall be subject to the reasonable approval of the Director of Planning.
- G. Owner/developer shall file a Plat of Consolidation in conformance with the Zoning Ordinance and Subdivision Control Ordinance of the City; the Plat shall be subject to the reasonable approval of the Director of Engineering and then forwarded directly to the City Council for final approval.
- H. Prior to the issuance of any Site Development Permit, owner/developer shall secure, and furnish to the City, a permit from the Illinois Department of Transportation regarding the proposed access to and from the subject property, together with any proposed utility work within the Roosevelt Road right-of-way.
- I. Prior to the issuance of any site development or building permit, owner shall enter into a Fire Lane Designation and Enforcement Agreement with the City of Wheaton, providing for the designation, maintenance, and enforcement of the fire lane, which is appended and incorporated herein as Exhibit A.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

Emily M. Consalvo  
City Clerk

  
\_\_\_\_\_  
Mayor

Ayes:

Roll Call Vote:  
Councilman Mork  
Councilwoman Davenport  
Councilman Eckhoff  
Councilman Gresk  
Mayor Carr  
Councilman Johnson  
Councilwoman Johnson

Nays:

None

Absent:

None

Motion Carried Unanimously

Passed: December 4, 2000

Published: December 5, 2000

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## FIRE LANE DESIGNATION AND ENFORCEMENT AGREEMENT

THIS AGREEMENT is entered into this 4th day of December, 2000, by and between the CITY OF WHEATON, an Illinois Municipal Corporation, 303 West Wesley Street, Wheaton, Illinois 60189 (hereinafter referred to as "CITY"), and 518 W. Roosevelt Rd., Inc.

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(hereinafter referred to as "OWNER(S)", OWNER(S) of the property located at 518 W. Roosevelt Road, Wheaton, Illinois 60187

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within the corporate limits of the City of Wheaton, Illinois (hereinafter referred to as "Subject Property"), and which is legally described below:

See Attachment "A"

### R E C I T A L S

WHEREAS, the OWNER(S) desire to establish Fire Lanes upon the Subject Property to improve the health and safety of the citizens of Wheaton; and

WHEREAS, the CITY believes that it is in the best interests of the public health and safety that Fire Lanes be established, maintained and enforced upon the Subject Property;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the OWNER(S) and the CITY agree to the following in regards to the Subject Property:

1. The CITY Fire Chief, Chief of Police or their designated representative and OWNER(S), shall identify the specific Fire Lane locations within the Subject Property which shall,

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pursuant to the terms of this Agreement and Ordinance No. F-0542, be regulated. The specific locations of the Fire Lane(s) to be enforced shall be as set forth on the Site Plan ("PLAN") attached hereto and fully incorporated into this Agreement as Exhibit "B." The CITY Fire Chief, Chief of Police or their designated representative and OWNER(S) or designated representative may from time to time mutually agree to amend the Fire Lane(s) location(s) as set forth in the Site Plan. At such time the Site Plan shall be amended and appended to this Agreement as an Amended Exhibit "B."

2. OWNER(S) are responsible for providing any required pavement markings.
3. OWNER(S) shall, at their sole expense, shall be responsible for obtaining, erecting and maintaining the appropriate signage in accordance with applicable CITY and State of Illinois regulations and specifications.
4. The CITY shall inspect and approve the signage prior to entering into this Agreement.
5. Upon the execution of this Agreement, the CITY will enforce the Fire Lane parking and standing prohibitions and the Fire Lane maintenance requirements contained in sections 70-355 and 30-2 of the Wheaton City Code in regards to the Subject Property. No "special duty" to third persons shall be imposed by this Agreement. The CITY's enforcement obligation shall be legally the same as it is with all other ordinances.
6. This Agreement may be terminated by either party by providing not less than thirty (30) notice to the other party of the intention to terminate this Agreement.
7. This Agreement shall be assignable by OWNER(S) to their successors in interest upon the sale or lease of the subject property.
8. The OWNER(S) hereby agrees to release and hold harmless, indemnify and defend (including the payment of all costs and attorneys' fees) the City, its Officers, Agents, and Employees,

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in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

9. The sole remedy available to OWNER(S), upon any breach of this Agreement by the City, shall be the termination of the Agreement. It is of the essence of this Agreement that the CITY shall not be liable in money damage for any breach of this Agreement.

10. Whenever notice to the City is required, it shall be addressed to:

City Clerk  
City of Wheaton  
303 West Wesley Street  
Wheaton, IL 60189-0727

Whenever notice to OWNER(S) is required, it shall be addressed to:

518 W. Roosevelt Rd., Inc.	(copy to) Rathje, Woodward, Dyer & Burt
c/o Scheithe & Associates	Attn: Scott Pointner, Esq.
315 S. Wheaton Av.	P.O. Box 786
Wheaton, IL 60187	Wheaton, IL 60189-0786

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers of the day and year first above written.

CITY OF WHEATON, ILLINOIS, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
CITY MANAGER

Attest: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

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ATTACHMENT "A" TO FIRE LANE AGREEMENT  
518 W. ROOSEVELT ROAD, WHEATON, ILLINOIS

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