

ORDINANCE NO. F-0947

**AN ORDINANCE RE-ZONING PROPERTY FROM
R-5 RESIDENTIAL ZONING DISTRICT TO I-1 INSTITUTIONAL
AND GRANTING A SPECIAL USE PERMIT FOR A PLANNED
UNIT DEVELOPMENT FOR PROPERTY LOCATED AT
315 WEST ILLINOIS STREET (ST. MICHAEL'S PARISH)**

WHEREAS, St. Michael's Parish was destroyed by an arson fire in March of 2002; and

WHEREAS, St. Michael's Parish, has filed an application to re-zone property located at 315 W. Illinois Street, Wheaton, Illinois, from an R-5 Residential District to an I-1 Institutional District and to request a Special Use Permit for a Planned Unit Development to construct a church; and

WHEREAS, pursuant to a properly published notice of August 6, 2004, the Wheaton Planning and Zoning Commission conducted a Public Hearing on August 24, 2004 to consider St. Michael Parish's application for re-zoning and a Special Use Permit for a Planned Unit Development to allow reconstruction of the church;

WHEREAS, the Wheaton Planning and Zoning Commission, by a vote of 5 to 1 made factual findings and recommended approval of St. Michael's Parish's application to re-zone the property from R-5 Residential to I-1 Institutional Zoning and to grant a Special Use Permit for Planned Unit Development of a new church.

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

SECTION 1. PROPERTY. The real property legally described in Exhibit A which is attached hereto and incorporated herein as a fully set forth (hereinafter "Property") is hereby re-zoned from R-5 Residential to I-1 Institutional and granted a Special Use Permit for a Planned Unit Development for the construction of a church.

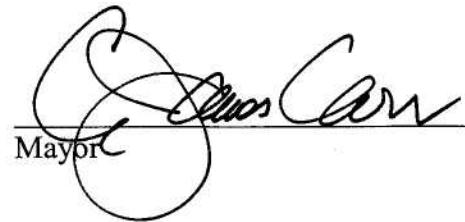
SECTION 2. PUD PLAN. Pursuant to finding of fact determined by the Wheaton Planning & Zoning Commission, a Special Use Permit for Planned Unit Development is hereby issued by the City in favor of the Property to allow for the construction and use of a church in conformance with the terms of this Ordinance and provided that the development is in conformance with the following Planned Unit Development documentation:

- a. Engineering plans prepared by Gewalt Hamilton, Associates, Inc., with a last revision date of July 19, 2004 attached hereto and incorporated herein as a fully set forth as Group Exhibit 1;
- b. A plat of survey prepared by Webster, McGrath & Ahlberg LTD. dated 12/03/03 and revised 02/24/04 which is attached hereto and incorporated herein as Exhibit 2; and

- c. Site plans and architectural renderings prepared by Ruck Pate Architects dated 08/24/04 containing 16 pages which are attached hereto and incorporated herein as a fully set forth as Group Exhibit 3 (a-p).
- d. The PUD granted herein shall be contingent upon the applicants satisfaction of the following conditions:
 1. the site plan shall be revised to depict all nine (9) required handicapped spaces on site adjacent to the church entrances; and
 3. the applicant shall submit a final landscape plan as part of its building permit application subject to the reasonable approval of the Director of Planning and Economic Development; and
 4. the Willow Avenue street widening for parking contained in the original site plans shall be omitted from the site plans and shall not be allowed; and
 5. the owner/developer shall enter into a Fire Lane Designation and Enforcement Agreement with the City in substantial compliance with Exhibit "B".
- e. By applying for and receipt of any site development or building permit and the commencement of construction of any improvements on the Property, owner, for itself, its successors, assigns, and grantees, hereby agrees to all terms and conditions of this Ordinance and declares this Ordinance to constitute a covenant running with, and binding, the subject property in perpetuity.

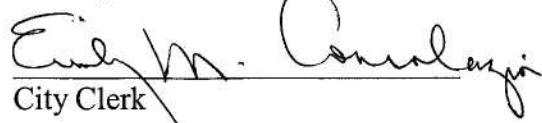
SECTION 3. All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

SECTION 4. This Ordinance shall become effective after its passage, approval and publication in pamphlet form in the manner described by law.


Mayor

Ordinance No. F-0947

ATTEST:


Emily M. Connelley
City Clerk

Ayes:

Roll Call Vote:
Councilman Mouhelis
Councilman Bolds
Councilwoman Corry
Mayor Carr
Councilwoman Johnson
Councilman Mork

Nays: None

Absent: Councilman Johnson

Motion Carried Unanimously

Passed: September 20, 2004
Published: September 21, 2004

Ordinance No. F-0947

EXHIBIT "A"
(St. Michael's)

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 AND VACATED ALLEY (EXCEPT THAT PART OF SAID LOT 6, 7, AND 8 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LIN OF SAID LOT 6, 45 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 8, 166 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING) ALL IN BLOCK 6 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST FO THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-16-321-007

FIRE LANE DESIGNATION AND ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 20th of September, 2004, by and between the City of Wheaton, an Illinois Municipal Corporation, 303 W. Wesley Street, Wheaton, Illinois 60189 (hereinafter referred to as "CITY") and the Roman Catholic Diocese of Joliet, a Trust (hereinafter referred to as "OWNER(S)"), OWNER(S) of the property located at 315 W. Illinois Street, within the corporate limits of the City of Wheaton, Illinois (hereinafter referred to as "Subject Property"), and which is legally described below:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 AND VACATED ALLEY (EXCEPT THAT PART OF SAID LOT 6, 7, AND 8 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LIN OF SAID LOT 6, 45 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 8, 166 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING) ALL IN BLOCK 6 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST FO THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567 IN DUPAGE COUNTY, ILLINOIS. P.I.N. 05-16-321-007

RECITALS

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 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, pursuant to the terms of this Agreement and Ordinance No. F-0947, be regulated. The specific locations of the Fire Lane(s) to be enforced shall be as set forth on the Site Plan ("Plan")

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

Whenever notice to the Owner is required, it shall be addressed to:

The Roman Catholic Diocese of Joliet, a TRust

425 Summit Street

Joliet, Illinois 60435

AND/OR
ST. MICHAEL CH ORCH
315 W. ILLINOIS ST.
WHEATON, IL 60187

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

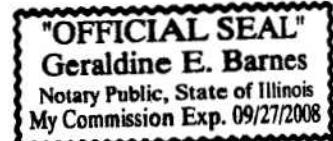
CITY OF WHEATON, ILLINOIS, a Municipal Corporation

BY: Donald Rose
 City Manager

ATTEST: Evelyn M. Canfield
 City Clerk

BY: Rev. Tom E. McLaughlin
 Pastor, St. Michael Church

ATTEST: Geraldine E. Barnes



attached hereto and fully incorporated into this Agreement as Exhibit "A". 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 "A".

2. The OWNER(S) are responsible for providing any required pavement markings.

3. The OWNER(S), 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. The CITY Fire Chief, Chief of Police or their designated representative may require additional signage and/or pavement markings, if it is later determined that the inspected and approved signage does not provide adequate notification of the established fire lanes.

5. Upon 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) days 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, 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 the 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:

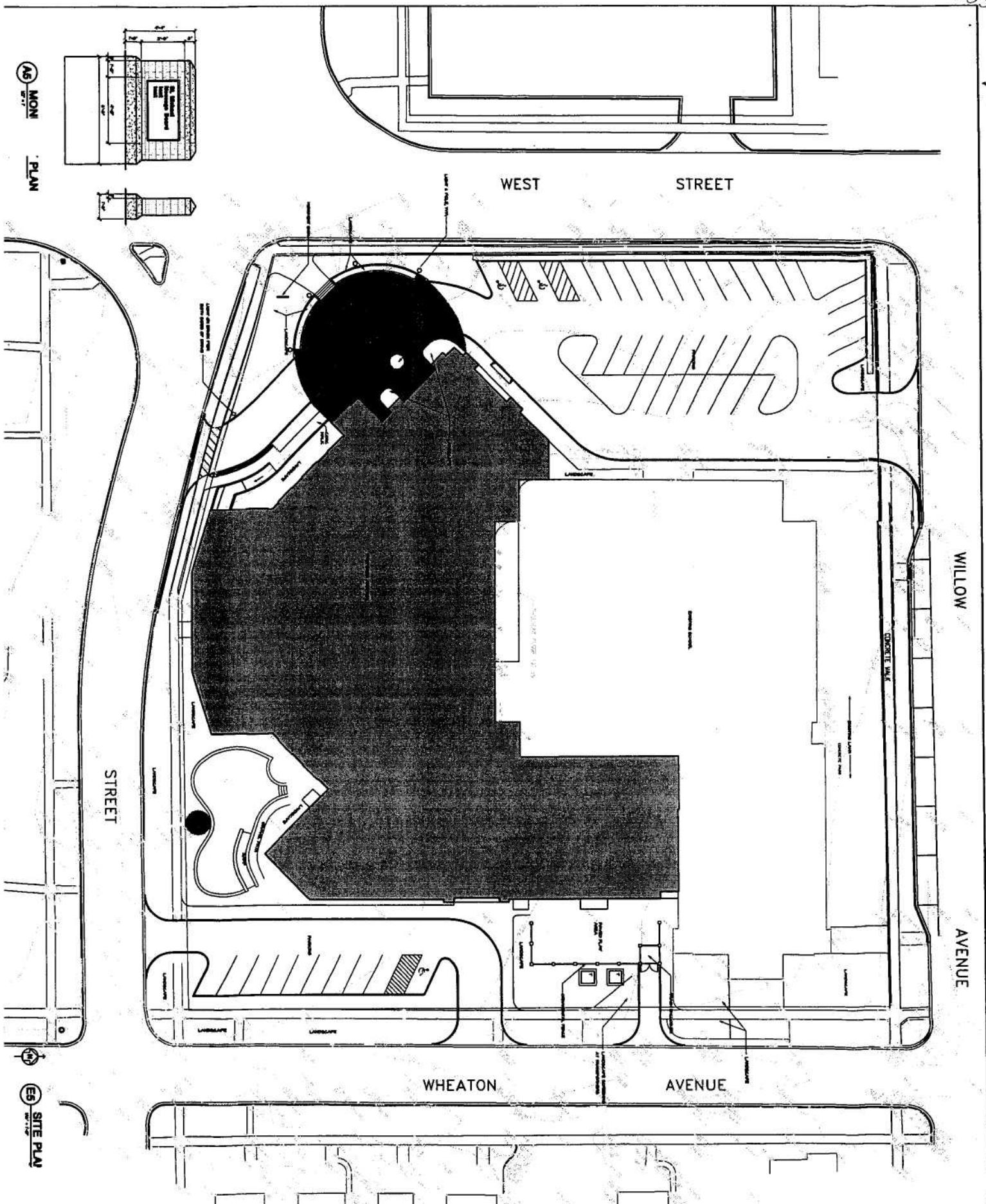
WILLOW

AVENUE

WEST STREET

STREET

WHEATON AVENUE



ST. MICHAEL CHURCH
216 WEST ILLINOIS ST.
WHEATON, ILLINOIS 60187
Diocese of Joliet
425 Summit St.
Joliet, ILLINOIS 60436

SITE PLAN

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