

ORDINANCE NO. F-1540

AN ORDINANCE AMENDING CITY OF WHEATON ORDINANCE NO. E-3422, “AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A SHOPPING CENTER AND MOVIE THEATRE- DANADA FARMS EAST/RICE LAKE (WHEATON 7 JOINT VENTURE)” (‘ORIGINAL ORDINANCE’) AND ORDINANCE NOS. E-3433, E-3607, E-3636, E-3641, E-4141, F-0061, F-1170, F-1296, and F-1371 WHICH AMENDED ORIGINAL ORDINANCE RICE LAKE SQUARE SHOPPING CENTER

WHEREAS, The City of Wheaton, Illinois, (“City”), has previously enacted City Ordinance Nos. E-3422 (“ORIGINAL ORDINANCE”) recorded on March 10, 1989 as Document No. R-89-027311 in the Office of the DuPage County Recorder; Ordinance No. E-3433 recorded on March 10, 1989 as Document No. R89-027310 in the office of the DuPage County Recorder; Ordinance Nos. E-3607, E-3636, and E-3641 recorded on July 10, 1991 as Document No. R91-086754 in the Office of the DuPage County Recorder; Ordinance No. E-4141 recorded on December 11, 1995 as Document No. R95-174498 in the Office of the DuPage County Recorder; Ordinance No. F-0061 recorded on September 19, 1996 as Document No. R96-154185, in the Office of the DuPage County Recorder; Ordinance No. F-1170 recorded on July 17, 2007 as Document No. R2006-135457 in the Office of the DuPage County Recorder; Ordinance No. F-1296 recorded on August 28, 2007 as Document No. R2007-159373 in the Office of the DuPage County Recorder, and Ordinance No. F-1371 recorded on September 25, 2008 as Document No. R2008-144956 in the Office of the DuPage County Recorder, which granted a special use permit for a planned unit development to allow the construction and use of a shopping center, movie theatre, and outlot buildings on the subject property described in the Original Ordinance; and

WHEREAS, application has now been made to amend the special use permit for planned unit development approved in the ORIGINAL ORDINANCE in order to improve vehicular circulation and increase the amount of landscaping and pedestrian hardscape, and to modify the façade of the center by adding tower “lanterns” at key locations, roof lighting, new architectural elements at select anchor locations and improved arcade and architectural feature; and the City has determined that the requested amendment is a minor amendment and may be implemented without public hearing, pursuant to the provisions of Section 5.10.6 of the Wheaton Zoning Ordinance.

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 following described property (“subject property” has been, and continues to be, zoned and classified in the C-5 Planned Unit Development District:

LOT 1 IN RICE LAKE SQUARE AT DANADA, A RESUBDIVISION OF LOTS 8, 9 AND 10 IN DANADA FARMS EAST UNIT 1, BEING A SUBDIVISION OF PART

OF PIECE 28 IN THE NORTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF RECORDED APRIL 28, 1989, AS DOCUMENT NO. R89-49468 IN DUPAGE COUNTY, ILLINOIS. PIN 05-28-402-009

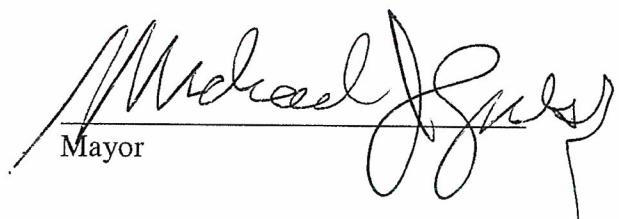
Section 2: An amendment to the ORIGINAL ORDINANCE is granted in order to allow the reconfiguration of the existing site and building elevations, in full compliance with the plans entitled "Proposed Site Configuration, Rice Lake Square, Wheaton, IL" prepared by Pappageorge Haymes Partners dated December 22, 2010 and "South Elevation, Southeast Elevation, and Petsmart and South Building Elevation, Rice Lake Square, Wheaton, IL" prepared by Pappageorge Haymes Partners, dated July 13, 2010, a copy of which is attached hereto and incorporated herein as if fully set forth as Exhibit A, and subject to the following conditions and requirements:

- a. Prior to the issuance of a Site Development Permit, the Owner shall, as part of the final engineering plans, submit a traffic report analyzing internal traffic circulation and drive aisle intersection traffic control measures. Said report shall be subject to the reasonable approval of the Director of Engineering.
- b. The Developer shall enter into a Fire Lane Designation and Enforcement Agreement with the City in substantial compliance with Exhibit "A".

Section 3: In all other respects, the terms and conditions of the original ordinance are ratified and remain in full force and effect.

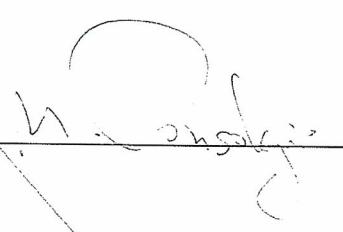
Section 4: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 5: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Michael J. Sosik
Mayor

ATTEST



Emily M. Sosik
City Clerk

Roll Call Vote:

Ayes: Councilman Scalzo
Councilman Suess
Councilwoman Corry
Councilman Mouhelis
Mayor Gresk
Councilman Levine
Councilman Prendiville

Nays: None

Absent: None

Motion Carried Unanimously

Passed: February 7, 2011
Published: February 8, 2011

EXHIBIT "A"

FIRE LANE DESIGNATION AND ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2008, by and between the City of Wheaton, an Illinois Municipal Corporation, 303 W. Wesley Street, Wheaton, Illinois 60189 (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "OWNER(S)'), OWNER(S) of the property located at _____, within the corporate limits of the City of Wheaton, Illinois (hereinafter referred to as "Subject Property"), and which is legally described below:

(INSERT LEGAL(S) AND P.I.N(S)

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. _____ 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 " ". 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 " ".

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:

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:

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: _____
City Manager

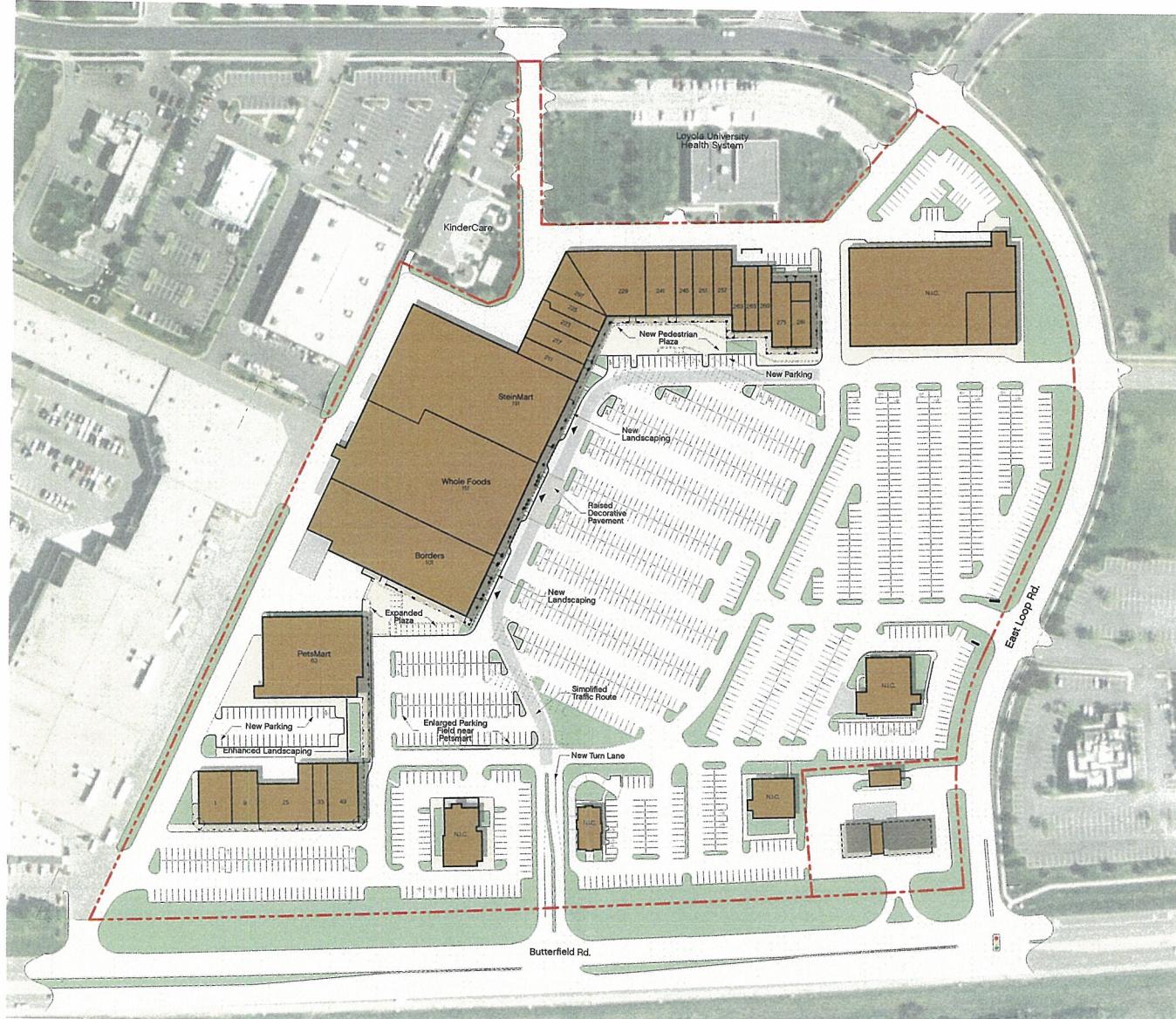
ATTEST: _____
City Clerk

BY: _____

ATTEST: _____

BY: _____

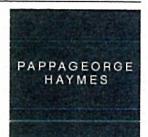
ATTEST: _____



Proposed Site Configuration
Scale: 1" = 150'



Mid-America Asset Management
Grosvenor
developer



pappageorgehaymes partners
www.pappageorgehaymes.com

12/23/10
P/H # 101943

These plans are preliminary and are subject to further refinement for compliance with code requirements and other factors. The plans are not to be relied upon for construction.

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Rice Lake Square
Wheaton, Illinois

South Elevation
Scale: 1" = 10'

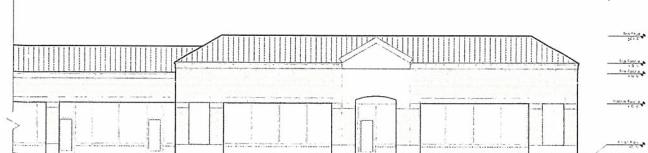


South Elevation - Proposed

South Elevation - Existing



South Elevation - Proposed



South Elevation - Existing

Grosvenor
Mid-America Asset Management
developer

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7/3/10
PH # 101943

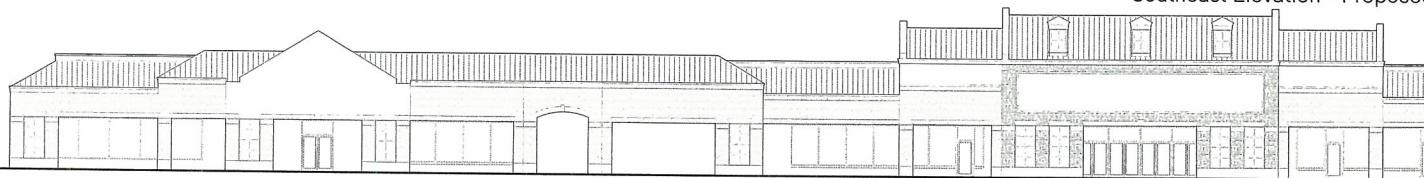


Rice Lake Square
Wheaton, Illinois

Southeast Elevation
Scale: 1' = 10'



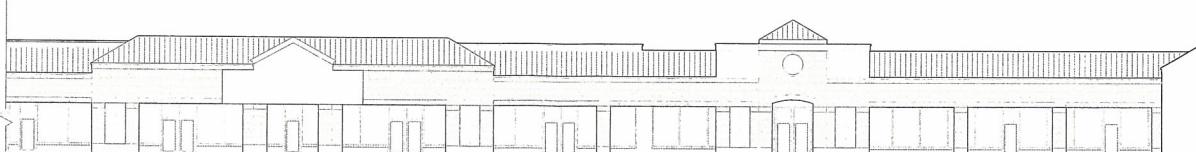
Southeast Elevation - Proposed



Southeast Elevation - Existing



Southeast Elevation - Proposed



Southeast Elevation - Existing

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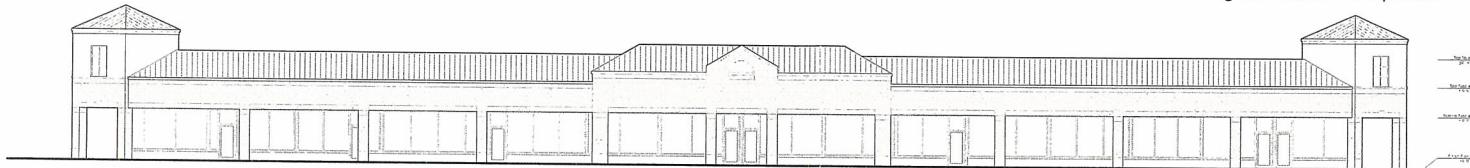
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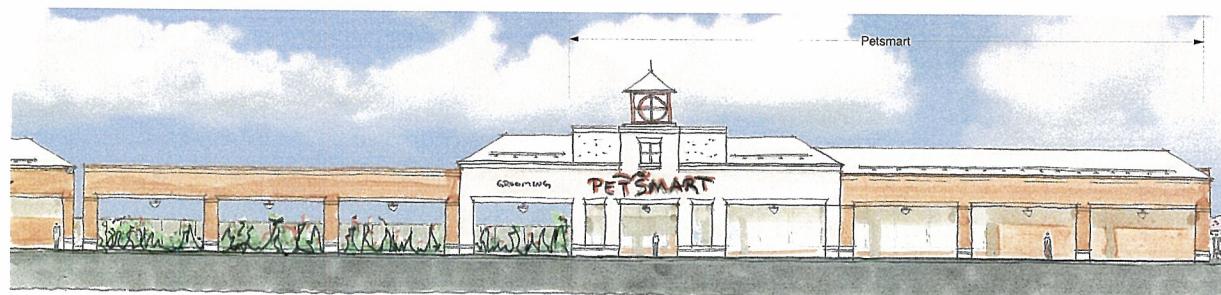
Petsmart and South Building Elevations
Scale: 1" = 10'



South Building Elevation - Proposed



South Building Elevation - Existing



Petsmart Elevation - Proposed



Petsmart Elevation - Existing

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Mid-America Asset Management
developer

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