

ORDINANCE NO. F-1873

**AN ORDINANCE AMENDING CITY OF WHEATON ORDINANCE NO. E-3270 "AN
ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT
DEVELOPMENT/ BANK OFFICE BUILDING ON A CERTAIN PIECE OF PROPERTY
COMMONLY LOCATED AT THE NORTHWEST CORNER OF DANADA WEST LOOP ROAD
AND NAPERVILLE ROAD – BANK OF WHEATON" - CVS**

WHEREAS, The City of Wheaton, Illinois, ("City"), has previously enacted City Ordinance No. E-3270 ("Original Ordinance") which granted a special use permit for a planned unit development to allow the construction and use of a bank office building with a drive-thru service lane, on the subject property described in the Original Ordinance; and

WHEREAS, application has been made to amend the special use permit for planned unit development approved in the Original Ordinance in order to demolish the existing bank office building on the property commonly known as 2000 South Naperville Road and legally described herein ("Subject Property") in order to construct a 13,225 square foot drug store with a single drive-thru service lane and an electronic message board; 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 Planning and Zoning Board on May 27, 2015 and June 9, 2015, to consider the issuance of the special use permit; and the Board has recommended the issuance of the special use permit for planned unit development.

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

Section 1: The following described property has been and continues to be zoned and classified in the C-5 Planned Commercial District zoning classification:

LOT 5 IN DANADA FARMS WEST LOOP SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 28, THE NORTHWEST ¼ OF SECTION 33 AND THE NORTHWEST ¼ OF SECTION 32, ALL IN TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1987 AS DOCUMENT R87-137855, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-28-304-051

The subject property is commonly known as 2000 South Naperville Road, Wheaton, IL 60189.

Section 2: Pursuant to the Findings of Fact made and determined by the Planning and Zoning Board, a special use permit is hereby issued on the Subject Property to allow the construction of a 13,225 square foot drug store with a single drive-thru service lane and an electronic message board, in full compliance with the plans entitled "Preliminary Layout and Paving Plan", prepared by V3 Companies, Woodridge, IL, dated March 16, 2015 and revised June 3, 2015; "Landscape Plan", Sheets L1.0, L2.0 and LT1.0, prepared by V3 Companies, Woodridge, IL, dated April 30, 2015 and revised June 2, 2015; "Elevations and Floor Plan", sheets 1- 2, prepared by Crowley and Associates, Indianapolis, IN, dated April 10, 2015; and "Sign Package" sheets 1 - 4, prepared by ICON, dated May 15, 2015; and in further compliance with the following conditions, restrictions, and requirements:

1. That the non-gate portions of the proposed trash enclosure be constructed of brick to match the building.

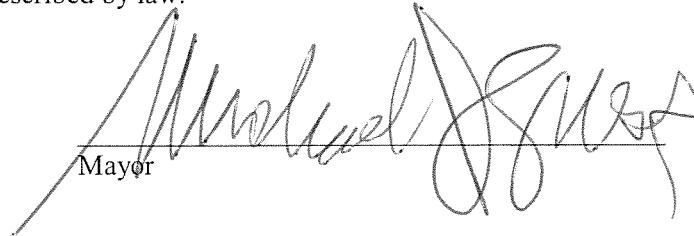
Section 3: The applicant shall enter into a Fire Lane Designation and Enforcement Agreement with the City attached hereto as Exhibit "A".

Section 4: The demolition of the existing structure located at 2000 South Naperville Road is hereby authorized by this Ordinance. Demolition of said structure, however, shall be carried out in conformance with Wheaton City Code Chapter 22, Article XIV, with the exception that the Developer shall not be required to wait 30 days prior to commencing demolition from the date of submitting a demolition permit application to the Building and Code Enforcement Department, and shall not be required to hold a "neighbor meeting" at least 30 days prior to submitting an application for building demolition. The Developer shall provide written notice to adjacent property owners prior to the building demolition.

Section 5: In all other respects, the terms and conditions of the original ordinance are ratified and remain in full force and effect.

Section 6: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 7: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Michael Gresk

ATTEST:



Karen Bennett Hagan

City Clerk

Roll Call Vote

Ayes: Councilwoman Fitch
Councilman Rutledge
Mayor Gresk
Councilman Saline
Councilman Scalzo
Councilman Suess

Nays: None

Absent: Councilman Prendiville

Motion Carried Unanimously

Passed: June 15, 2015
Published: June 16, 2015

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:

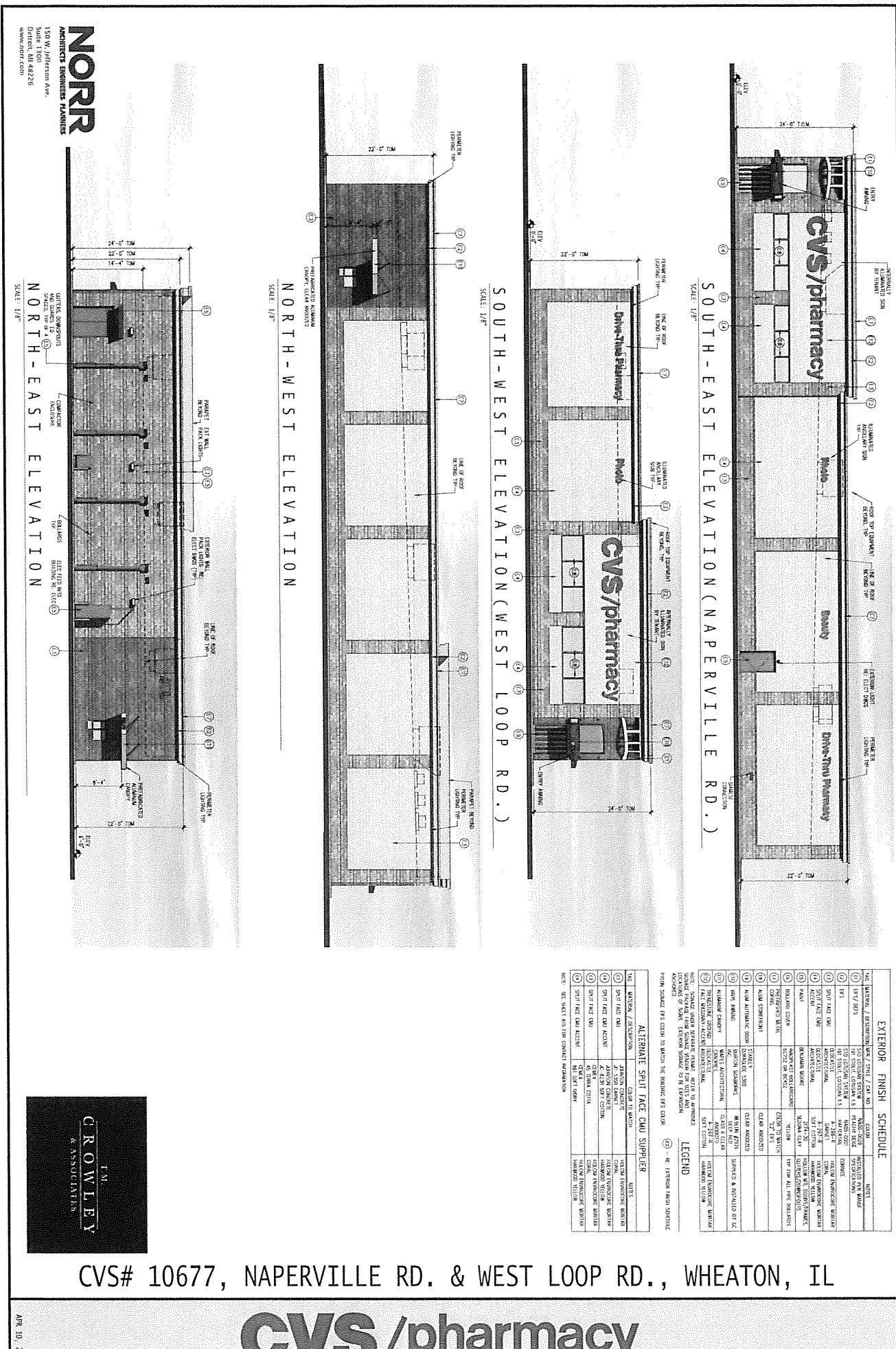
IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers of the day and year first above written.

CITY OF WHEATON, ILLINOIS, a Municipal Corporation

BY: _____ ATTEST: _____
City Manager City Clerk

BY: _____ ATTEST: _____

BY: _____ ATTEST: _____



CVS# 10677, NAPERVILLE RD. & WEST LOOP RD., WHEATON, IL

CVS/pharmacy

NORR
ARCHITECTS ENGINEERS PLANNERS
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www.norr.com

NORTH-EAST ELEVATION

SCALE: 1/4"

GROUTING
SOIL
PILING

CROSS SECTION

ELEVATION

NORTH-EAST ELEVATION

SOIL

ELEV. NO. 100
BUILDING NO. 100

1/4"

G R O W L E Y
F.M.
& ASSOCIATES

Sign Package

5/15/2015



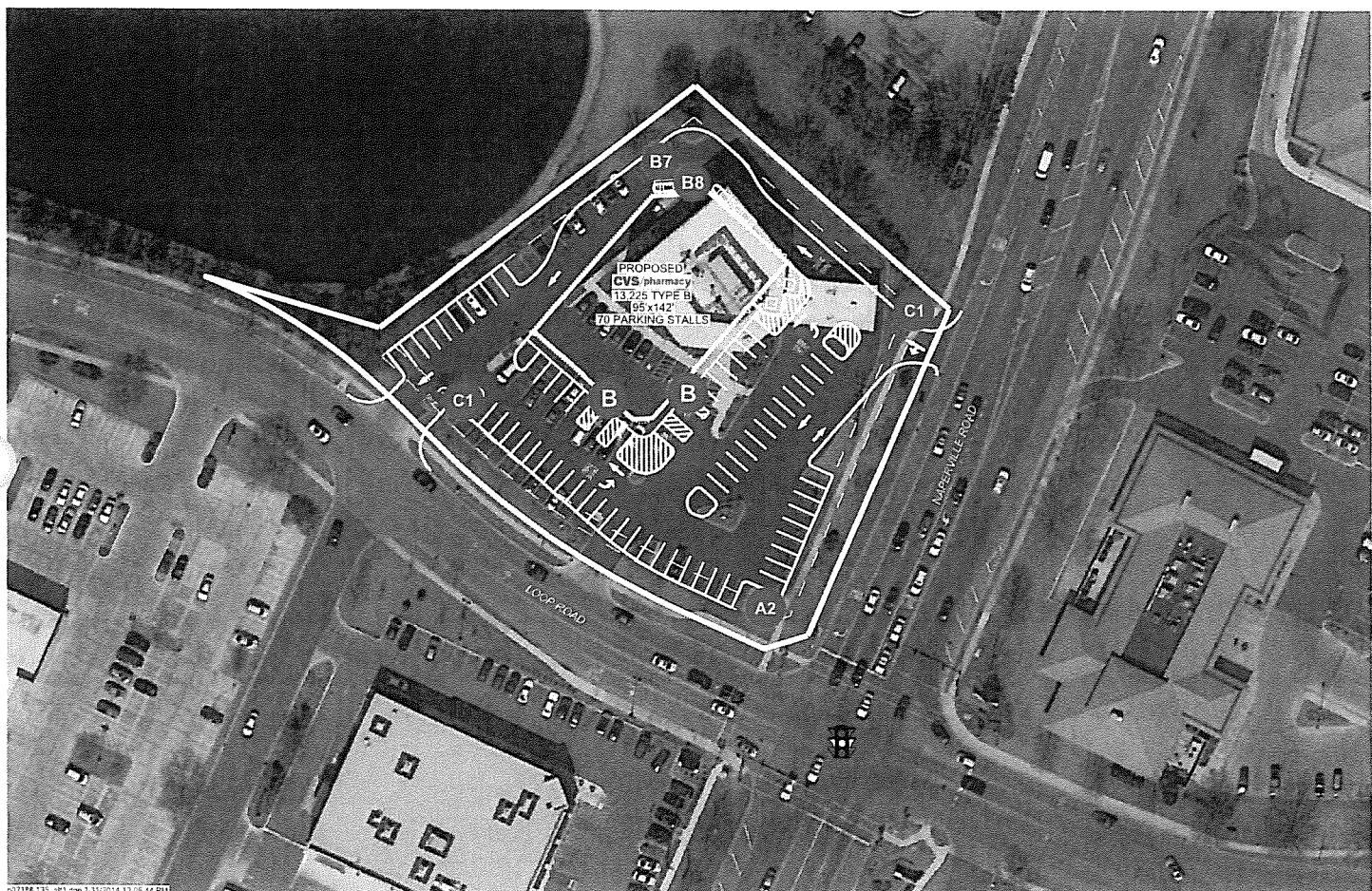
**CVS CS 82083
Loop Rd & Naperville Rd
Wheaton, IL**

Prepared for CVS By:



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Places & Spaces

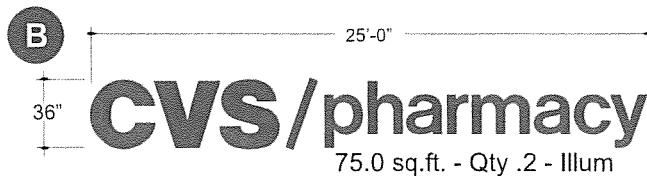
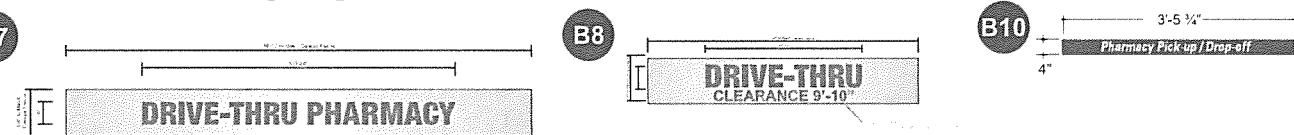
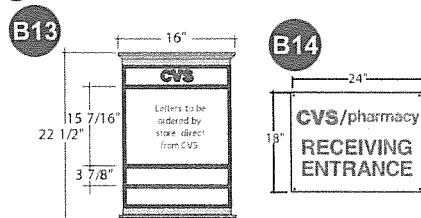
Drive-Thru

SITE PLAN

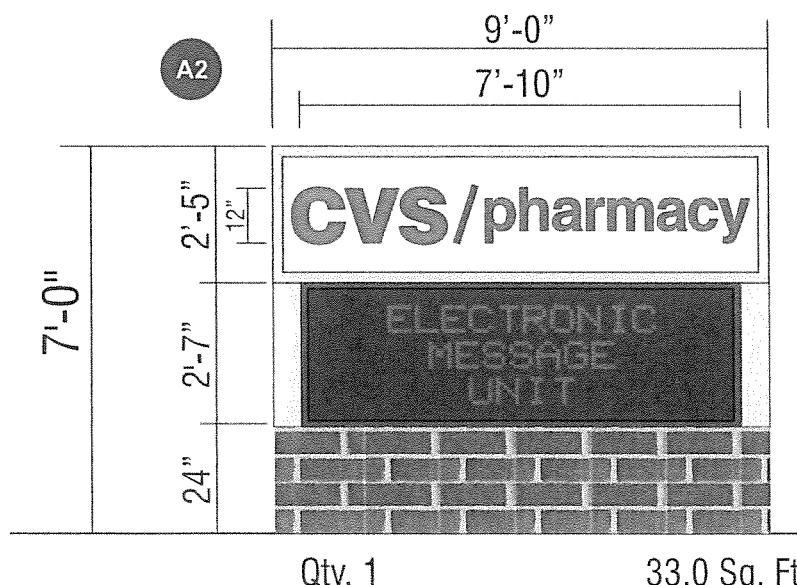
CVS CS 82083
Loop Rd & Naperville Rd
Wheaton, IL

Date: 4/24/2014

Revisions: 2

Building Signs**Drive Thru Pharmacy Signs****Window/Door Signs****Temporary Signs**

S1 - S2

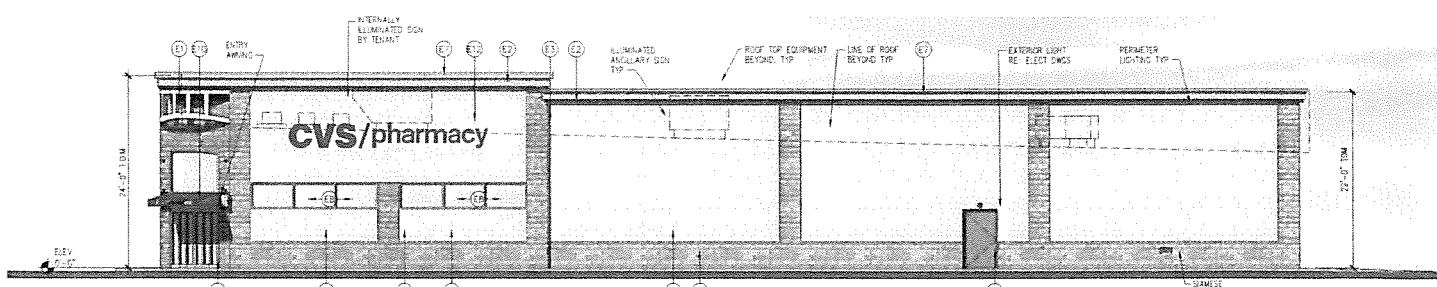
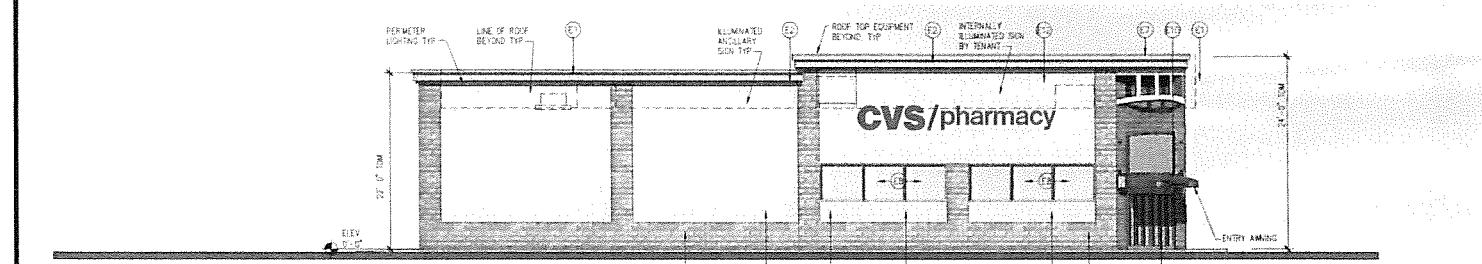
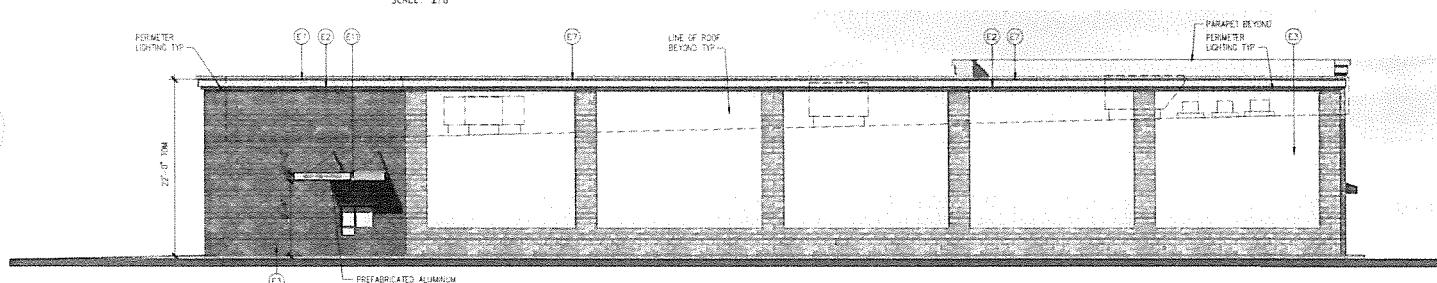
**Freestanding Signs**We Brand Your
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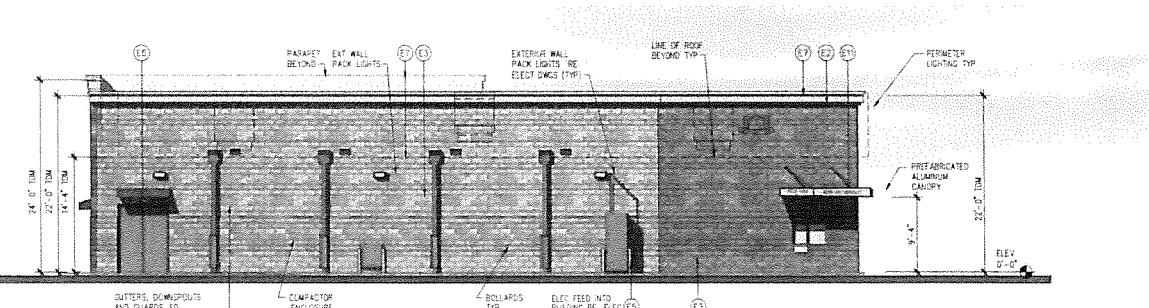
Date: 4/24/2014

Revisions:

3

**SOUTH-EAST ELEVATION (NAPERVILLE RD.)****SOUTH-WEST ELEVATION (WEST LOOP RD.)****NORTH-WEST ELEVATION**

SCALE: 1/8"

**NORTH-EAST ELEVATION**

SCALE: 1/8"

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Loop Rd & Naperville Rd
Wheaton, IL**

Date: 4/24/2014

Revisions:

4

