

ORDINANCE NO. F- 1180

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR AN ADDITION TO AN EXISTING CHURCH AND CONSTRUCTION OF A NEW MINISTRY CENTER
WHEATON CHRISTIAN REFORMED CHURCH/915 HOWARD STREET & 711 EAST HARRISON STREET**

WHEREAS, application has been made requesting issuance of a special use permit for a planned unit development to allow the demolition of the building at 915 Howard Street in order to construct a one-story ministry center with basement and construction of a two-story entrance addition onto the existing church building at 711 E. Harrison Street; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the City Zoning Ordinance, a public hearing was conducted by the Planning and Zoning Board on May 23, 2006 to consider the requested special use permit for a planned unit development. The Board voted 7-0 to recommend approval of the special use permit for a planned unit development, subject to certain conditions.

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 R-4 Single Family Residential District Zoning Classification:

LOTS 21, 58, 59 AND 60 IN THE RESUBDMISION OF WHEATON MANOR ADDITION, BEING A RESUBDIVISION OF THE SOUTHEAST QUARTER OF SECTON 9, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.
P.I.N. 05-09-422-008 05-09-422-009 05-09-422-010

The subject properties are commonly known as 915 Howard Street and 711 E. Harrison Street, Wheaton, IL 60187; "Subject Property."

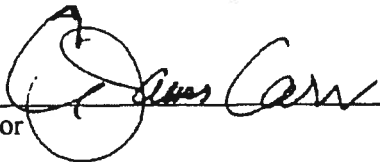
Section 2: Pursuant to the findings of fact made and determined by the Planning and Zoning Board, a special use permit for a planned unit development is hereby issued to allow the the demolition of the building at 915 Howard Street in order to construct a one-story ministry center with basement and construction of a two-story entrance addition onto the existing church building at 711 E. Harrison Street, on the Subject Property in full compliance with the following conditions, restrictions, and requirements:

- A. The plans entitled "Site Plan," prepared by Williams Architects, Carol Stream, IL, dated April 20,2006; "Southwest and East Elevation" prepared by Williams Architects, Carol Stream, IL, dated February 10, 2006; "Ministry Center, North, South East and West Elevation," prepared by Williams Architects, Carol Stream, IL, dated March 31,2006; and "Landscape Plan" prepared by David McCallum Associates, Inc., Libertyville, IL, dated April 20,2006.

- B. That the Owner enter into a "Construction, Use and Indemnification Agreement", as attached hereto as exhibit "A", with the City to allow the existing parking spaces along Howard Street that are located in the public right-of-way to remain. The Mayor is authorized to sign the Agreement and the City Clerk is authorized and directed to attest to the signature of the Mayor.
- C. Demolition of the existing single family residence on the subject property is authorized and approved.
- D. The Owner of the subject property shall maintain all landscaping and plantings on the subject property so that the number, quality, and character of the landscaping shall not be less than that which is illustrated on the approved landscape plan. In the event any landscaping, plantings, or vegetation on the subject property dies, in whole or in part, at any time, the owner shall, forthwith, replace the non-viable landscape vegetation and/or plantings with reasonably similar substitutes of original size or larger, as directed by the City.
- E. This special use permit, and the conditions, restrictions, and requirements recited herein, shall be considered a declaration of restrictive covenants and shall be binding upon the subject property and its owner, its successors, assigns, and grantees; this ordinance shall be recorded in the office of the Recorder of Deeds, DuPage County, Illinois.

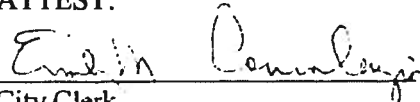
Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

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



 Mayor

ATTEST:



 City Clerk

Roll Call Vote:

Ayes: Councilman Mouhelis
 Councilman Sues
 Councilman Bolds
 Councilwoman Corry
 Councilman Johnson
 Mayor Carr
 Councilman Levine

F. 113-1p2

Nays: None

Absent:None

Motion Carried Unanimously

Passed: June 19,2006

Published: June 20,2006

EXHIBIT "A"

CONSTRUCTION, USE AND
INDEMNIFICATION AGREEMENT
(Howard Street)

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 12th day of June, 2006, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and The Wheaton Christian Reformed Church ("Owner").

WITNESSETH

WHEREAS, the City is in possession of an improved public street within the City limits of the City of Wheaton, Illinois, and legally described herein; and

WHEREAS, The Wheaton Christian Reformed Church (hereinafter "Owner"), is the owner of the premises located at 711 E. Harrison Street and 915 Howard Street, Wheaton, Illinois, which property is legally described herein and is contiguous to a Howard Street; and

WHEREAS, the Owner has an existing parking lot, on which a portion of it extends upon the public right-of-way of Howard Street; and

WHEREAS, the Owner is desirous of maintaining said parking spaces which encroach upon the right-of-way; and

WHEREAS, the Owner acknowledges that this Agreement is not an easement and does not vest them with any property rights or claims to any portion of said public right-of-way.

NOW, THEREFORE, BE IT AND HEREBY AGREED by the City Council of the City of Wheaton, an Illinois municipal corporation, and The Wheaton Christian Reformed Church as follows:

- 1.) The foregoing recitals are incorporated herein as representing the intent of the undersigned and as substantive representations and covenants.
- 2.) The Wheaton Christian Reformed Church is the owner of property located at 711 E. Harrison Street and 915 Howard Street, Wheaton, Illinois, legally described as follows:

LOTS 21, 58, 59 AND 60 IN THE RESUBDIVISION OF WHEATON MANOR ADDITION, BEING A RESUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.
P.I.N. 05-09-422-008 05-09-422-009 05-09-422-010

3.) The Owner, for a consideration of Ten Dollars (\$10.00) and other good and valuable consideration as stated herein, is hereby authorized to use a portion of the right-of-way of Howard Street for the parking spaces which now encroach upon it in strict conformance with Exhibit A which is attached hereto and incorporated herein as if fully set forth.

4.) The Owner shall maintain and use the existing parking spaces in conformance with all applicable City ordinances and in a manner which does not interfere, impede, hinder or otherwise obstruct the lawful use of the right-of-way by the City and public. Owner shall maintain the parking spaces in good condition and repair and in conformance with all applicable City ordinances. If the Owner fails to maintain the parking spaces as required by this paragraph, the City shall have the right but not the obligation to remove said spaces from the right-of-way. If the City takes such action, the Owner shall reimburse the City its actual costs. If the Owner fails to reimburse the City its actual costs within 30 days of invoice the City shall have the right to lien the Property described in paragraph 2 of this Agreement and to foreclose such lien in conformance with State law.

5.) The City retains the right to enter said public right-of-way for the purpose of maintaining the existing City utility systems (watermain, storm and sanitary sewers) if any. If the City performs maintenance work on any of the aforesaid utility systems the Owner shall restore the parking spaces at their sole cost and expense.

6.) The City may terminate and cancel this Agreement together with all rights and privileges granted hereunder, by notifying the Owner in writing at least ninety (90) days prior to termination.

7.) Upon termination of this Agreement, the City may destroy, demolish, remove any improvements placed upon the right-of-way by the Owner without liability.

8.) To the greatest extent permitted under Illinois law Owner shall defend, indemnify and hold the City harmless from any and all claims, actions, causes of action, costs, judgments, injuries, property damage, expenses (including reasonable attorney's and experts' fees which arise or may be caused by the negligence of the Owner, or Owner's agents, as a result of the design, construction, maintenance, use or abandonment of the asphalt driveway described herein.

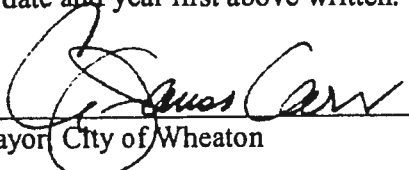
9.) This Agreement is not an easement.

10.) The provisions set forth in this Agreement and exhibit represent the entire Agreement between the parties and shall proceed all prior agreements, contracts, understandings, promises and representations, oral or written, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written Agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

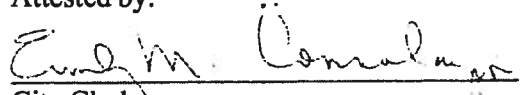
11.) This Agreement shall be binding upon the parties their respective heirs, successors and assigns.

12.) This Agreement shall be recorded in the Office of the Record of Deeds, DuPage County, Illinois, at the expense of the Owner.

IN WITNESS WHEREOF, the Corporate authorities and the Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.



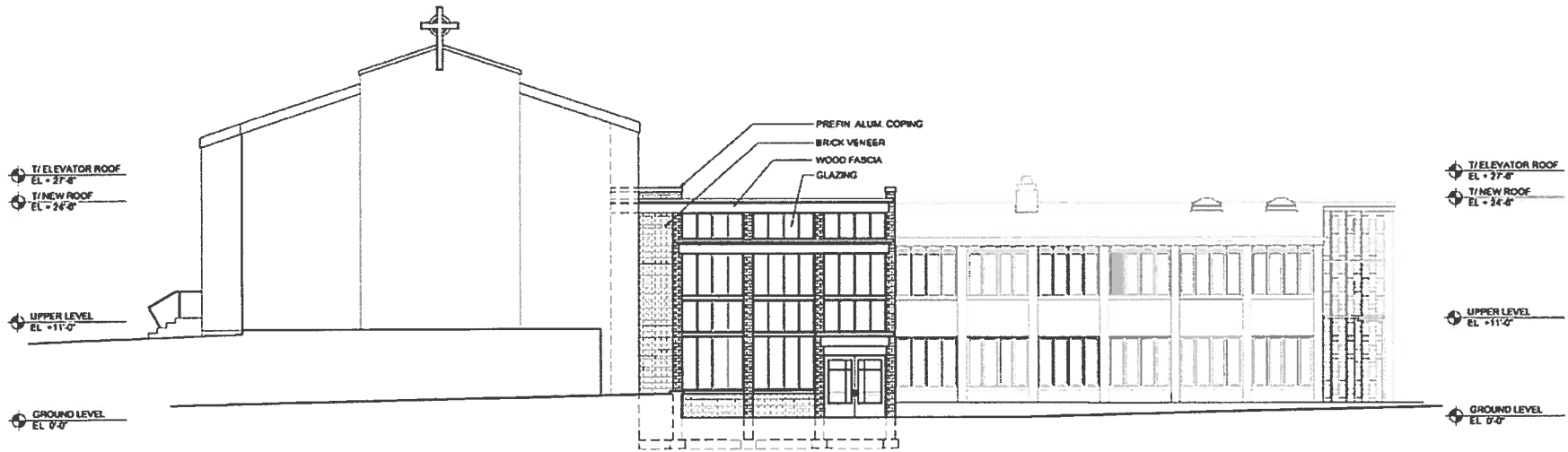
Mayor City of Wheaton

Attested by:


City Clerk

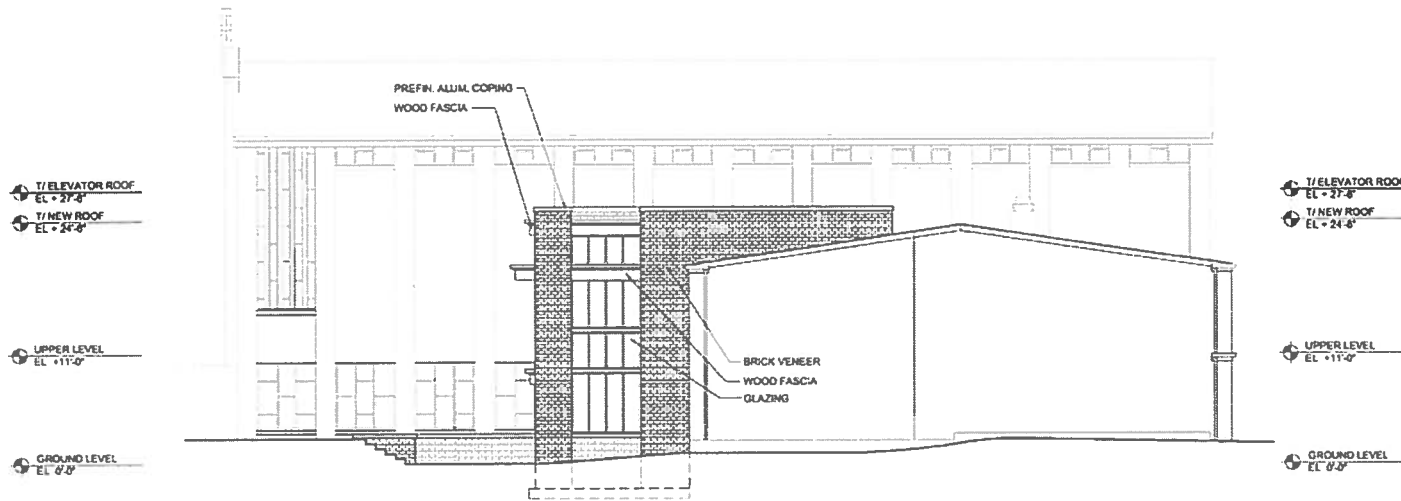
Wheaton Christian Reformed Church

Attested by:



SOUTHWEST ELEVATION

SCALE: N.T.S



EAST ELEVATION

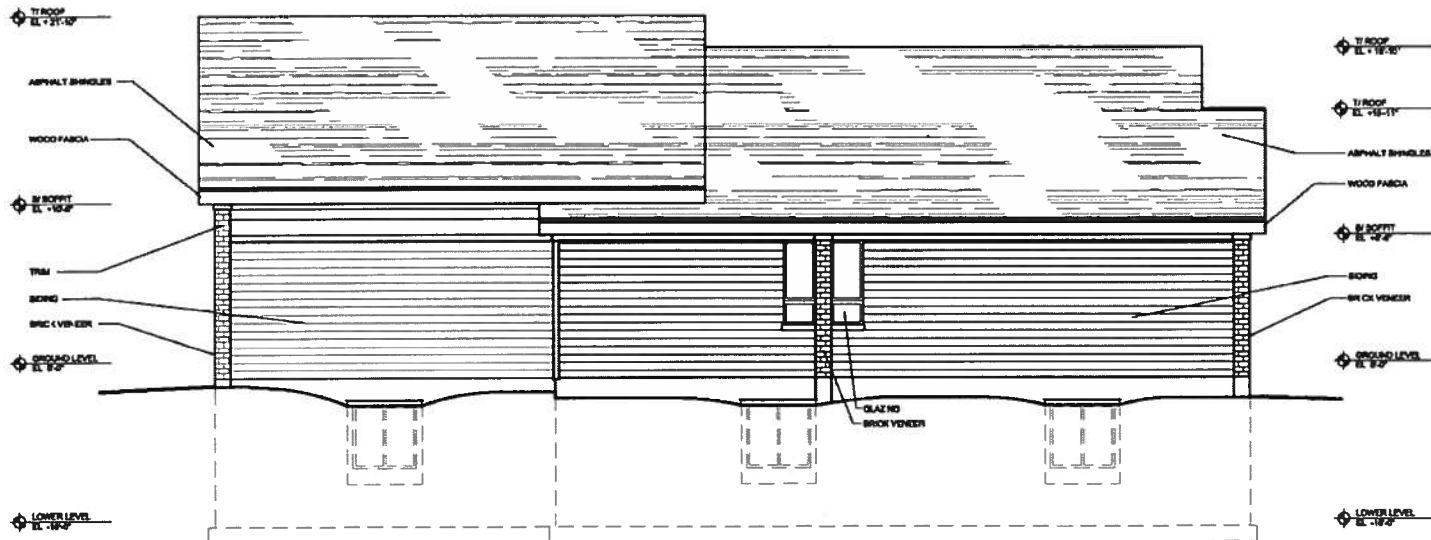
SCALE: N.T.S

WHEATON CHRISTIAN REFORMED CHURCH

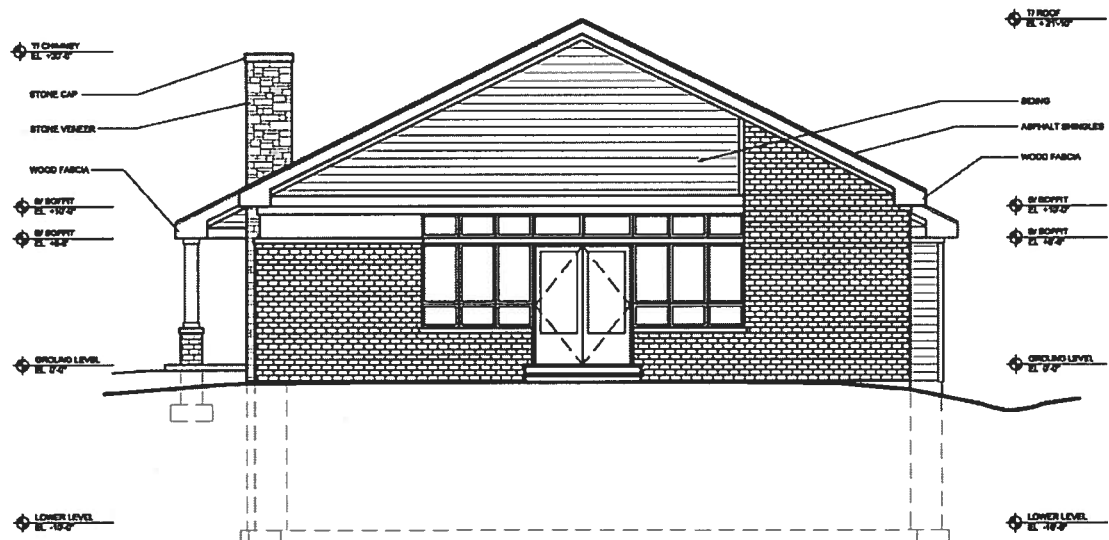


JOB. NO. 2004-033
DATE: 10 FEB 2006

481 E. Gardenway Dr., Carol Stream, Illinois 60138
Phone: 630.221.1212 / Fax: 630.221.1229
williams-architects.com
ARCHITECTS PLANNERS

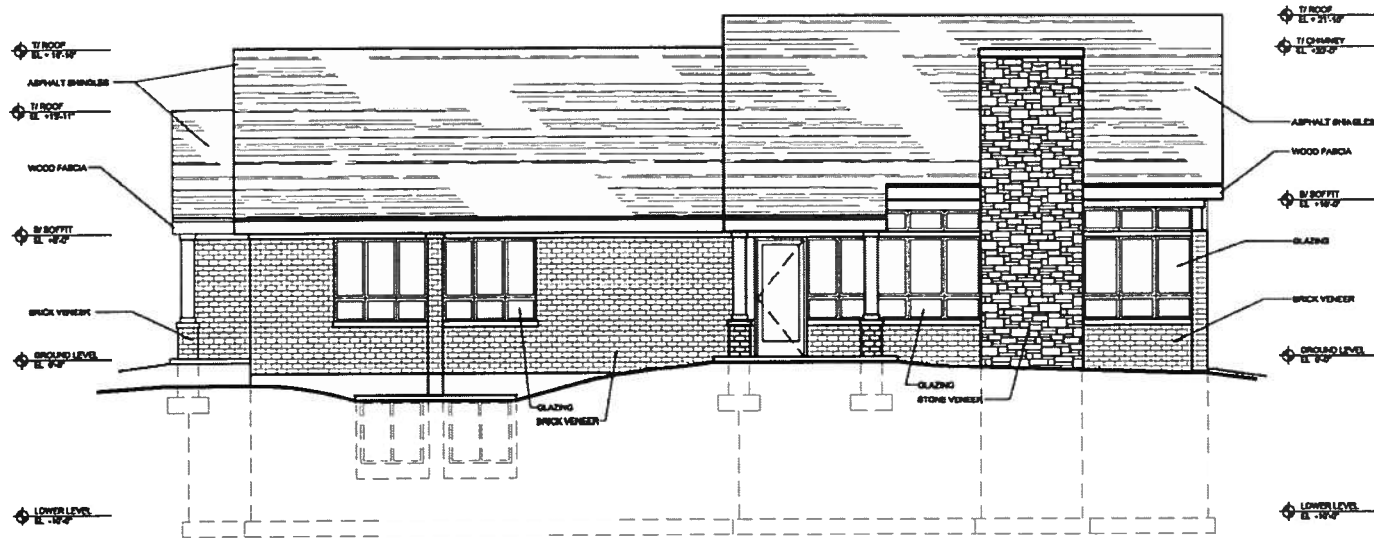


NORTH ELEVATION SCALE: 1/8" = 1'-0"



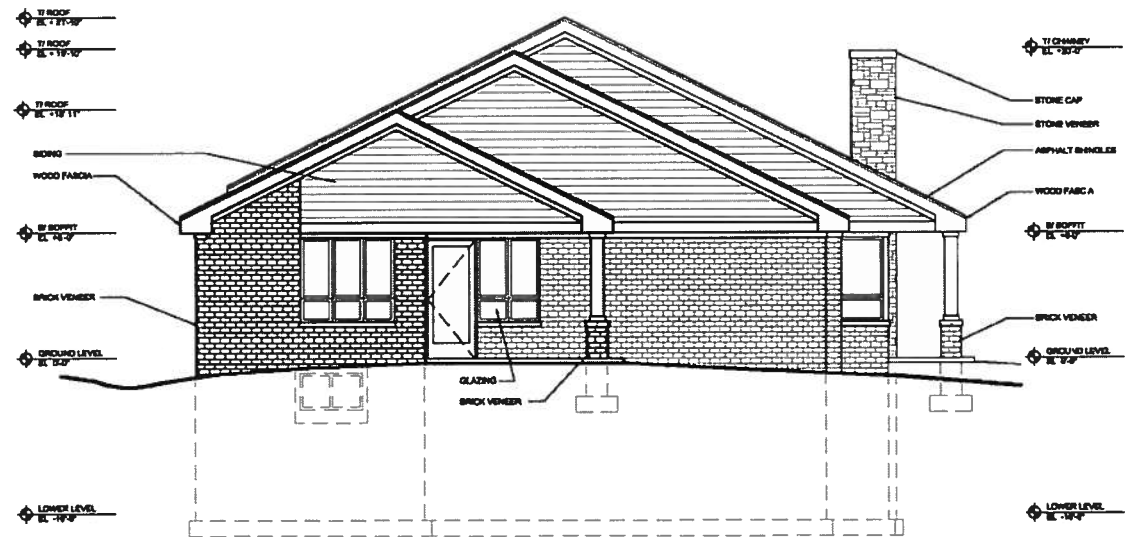
EAST ELEVATION SCALE: 1/8" = 1'-0"

WHEATON CHRISTIAN REFORMED CHURCH MINISTRY CENTER



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

WHEATON CHRISTIAN REFORMED CHURCH MINISTRY CENTER

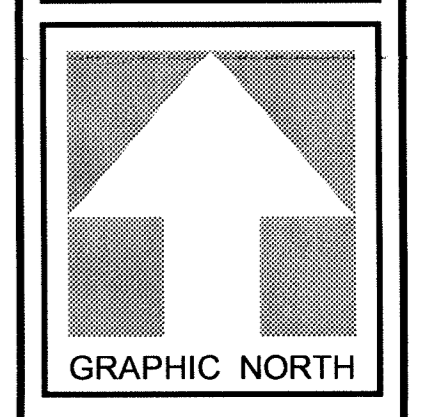


**WILLIAMS
ARCHITECTS**

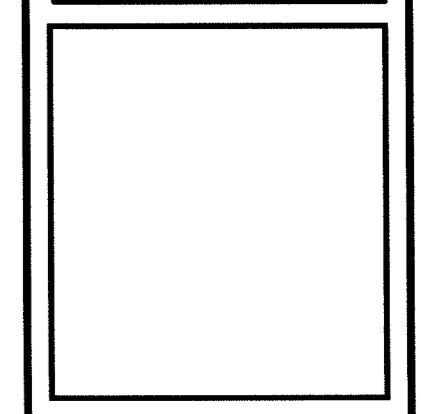
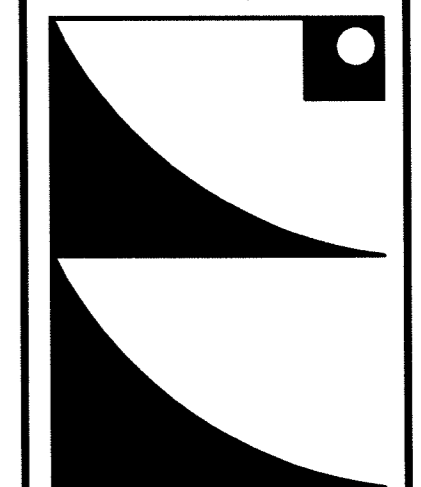
JOB. NO. 2004-033 414 F. Oronoque Dr. Carlisle, MA 01734
 Phone: 603-224-1212 Fax: 603-224-1200
 DATE: 31 MARCH 2006 ARCHITECTS PLANNERS

**WHEATON CHRISTIAN
REFORMED CHURCH**
711 E. HARRISON AVENUE
WHEATON, ILLINOIS 60187

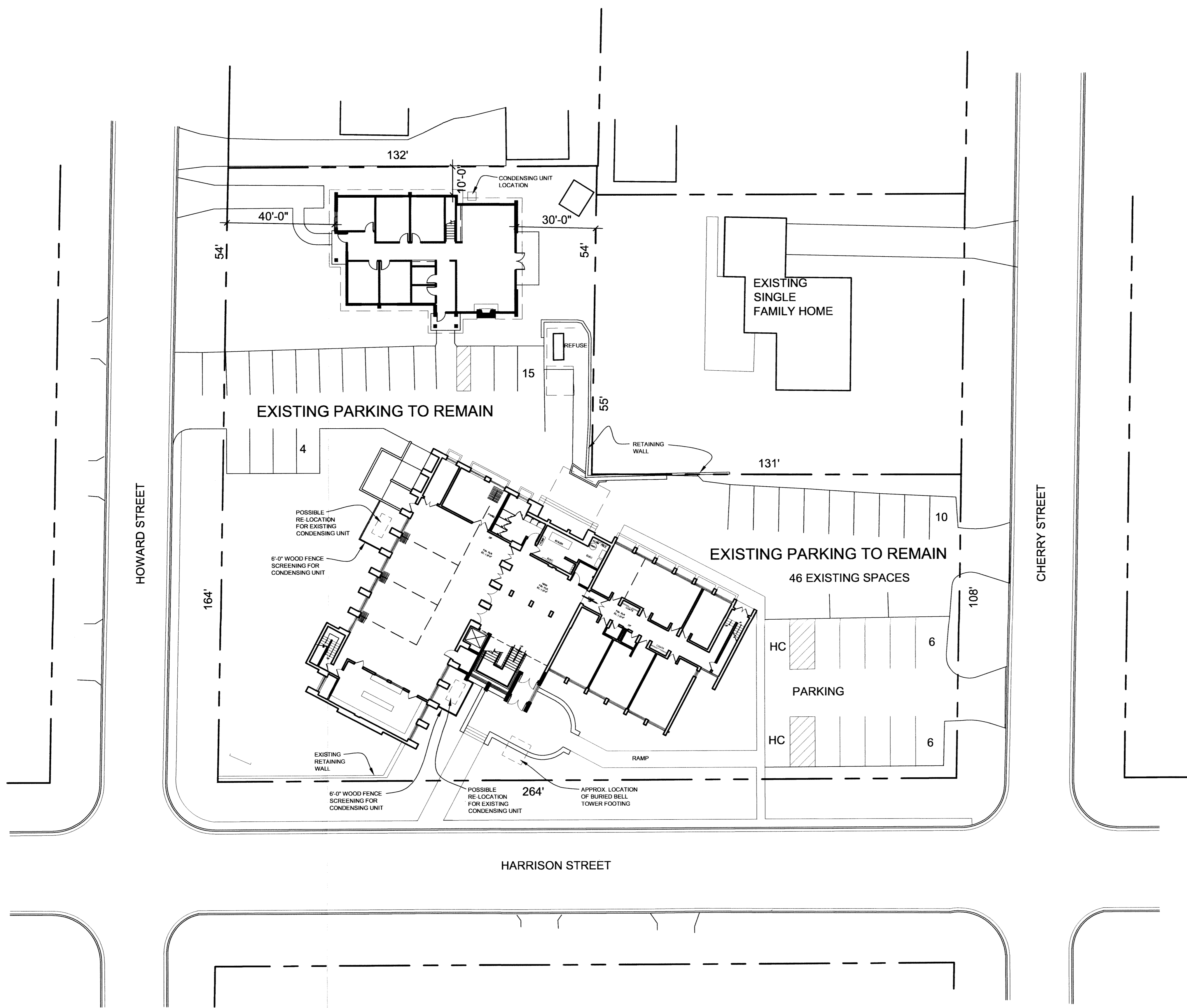
2004-1033	DATE	20 APRIL 2006
DESIGN	DATE	JRS
CHECKED	DATE	MSE, SWM
REVISED	DATE	



**WILLIAMS
ARCHITECTS**
ARCHITECTS PLANNERS
1111 W. WASHINGTON ST., SUITE 200
WHEATON, ILLINOIS 60187
Phone 630-221-1212 / Fax 630-221-1220



SP1.1



SITE PLAN

SCALE: 1" = 20'-0" **8**

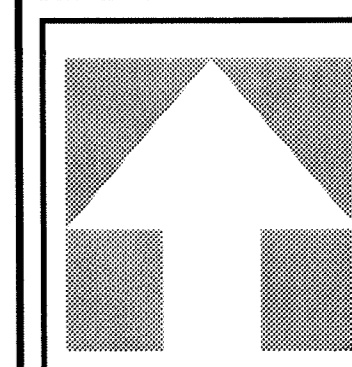
NOTES

DETAIL/ NAME NAME SCALE: 1-1/2" = 1'-0" **1**

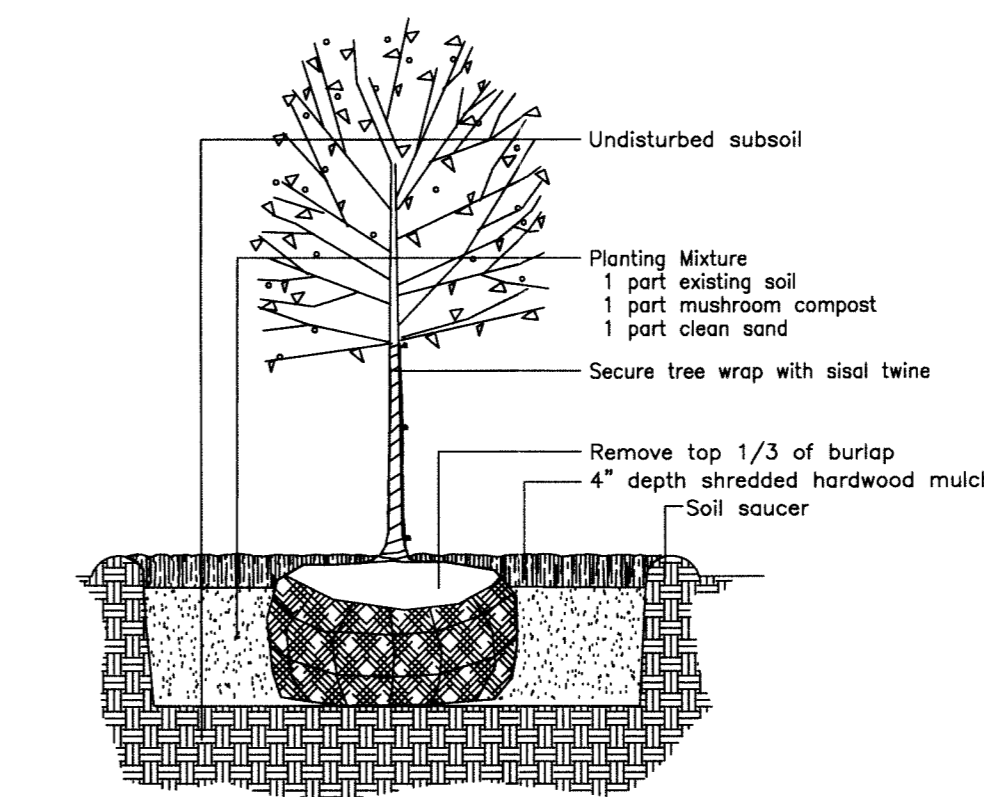
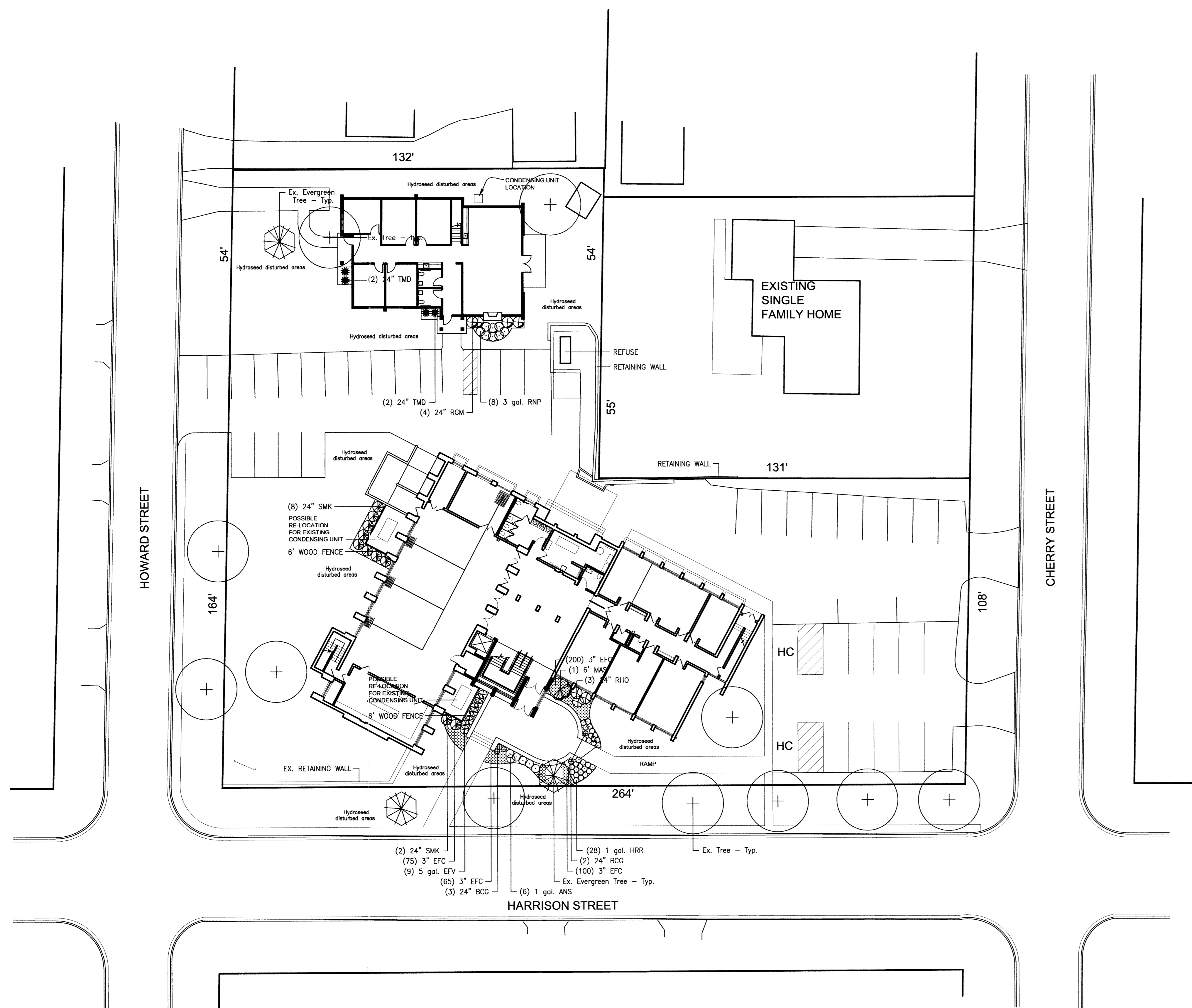
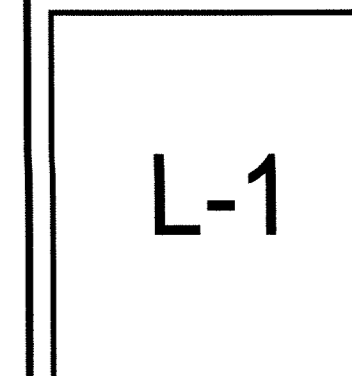
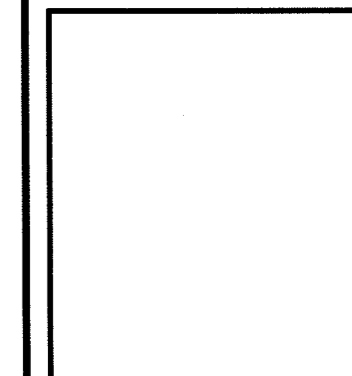
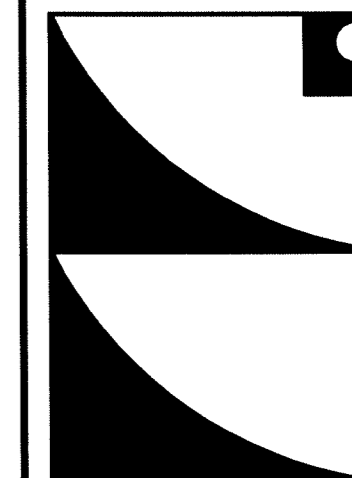
DETAIL/ NAME NAME SCALE: 1-1/2" = 1'-0" **2**

DETAIL/ NAME NAME SCALE: 1-1/2" = 1'-0" **3**

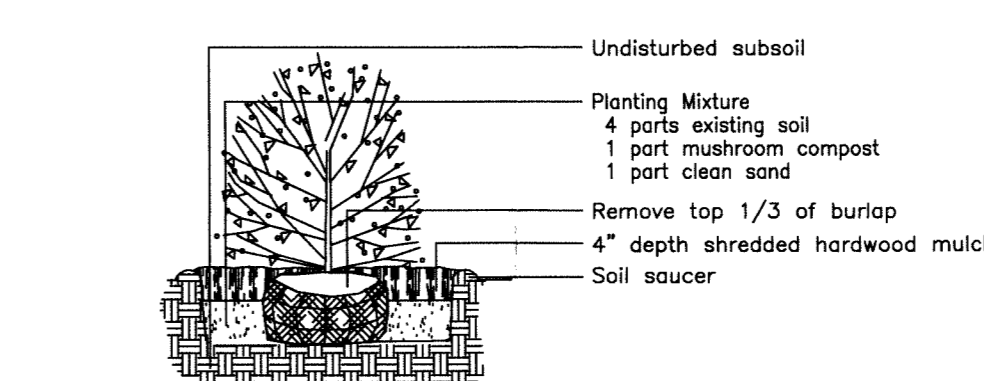
2004-033	MSB_SWM
20 APRIL 2006	checked
drawn	revised



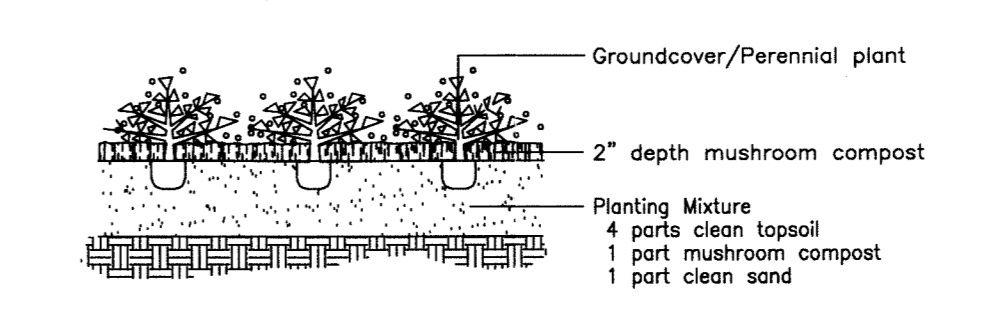
**WILLIAMS
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Phone 630-221-1212 / Fax 630-221-1220



Detail Deciduous Tree Planting



Detail Shrub Planting



Detail Groundcover/Perennial Planting

Plant List

KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
ANS	6	1 gal.	Andropogon scoparius	Little Bluestem
BCG	6	24"	Buxus microphylla 'Glencoe'	Chicago Green Boxwood
EFC	440	3"	Euonymus fortunei var. coloratus	Purpleleaf Wintercreeper
EFV	9	5 gal.	Euonymus fortunei 'Vegetus'	Bigleaf Wintercreeper
HRR	28	1 gal.	Hemerocallis 'Rosey Returns'	Rosey Returns Daylily
MAS	1	6"	Magnolia stellata	Star Magnolia
RGM	4	24"	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant
RHO	3	24"	Rhododendron 'Rosy Lights'	Rosy Lights Azalea
RNP	8	3 gal.	Rosa var. 'Nostrum' 'Pink'	Pink Flower Carpet Rose
SMK	10	24"	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac
TMD	4	24"	Taxus x media 'densiformis'	Dense Yew