

# UNOFFICIAL COPY

## NOTICE OF APPROVAL

An ordinance granting a special use permit to establish and operate a banking facility with a single-lane drive-through teller station at 3536 Dempster Street, Skokie, Illinois in a B2 Commercial district was approved by the Board of Trustees of the Village of Skokie on May 21, 2007. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.



Doc#: 0724050147 Fee: \$48.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/28/2007 03:00 PM Pg: 1 of 13

**IMPORTANT: THE ABOVE PROVISION IS CONDITIONED UPON THE CERTIFICATION AND THE PAYMENT OF FEES AND EXPENSES IN CONNECTION WITH THE RECORDING OF THIS NOTICE. ALL DEPARTMENTS HAVE BEEN INSTRUCTED TO TAKE NO ACTION ON THE GRANT UNTIL THIS HAS BEEN SATISFIED.**

## OWNER'S CERTIFICATION

The undersigned, being the owner or duly authorized representative of the owner, of the real estate commonly known as **3536 Dempster Street** and legally described in Exhibit "1" attached hereto and hereby made a part of this Notice of Approval certifies that such Notice is true and correct and accepts and approves all of the provisions and conditions set forth in Exhibit "1", attached hereto.

Dated this 17th day of August 2007.

*BRICKYARD BANK, TENANT*  
By [Signature]  
ITS President + CEO

ATTEST [Signature]  
ITS SVP - OPERATIONS

OLB, LLC

[Signature]  
Signature

Calvin D. Boender  
Print name

Manager  
Title

OLB, LLC  
Company

110 North York Road  
Address

Elmhurst, Illinois 60126  
City, State Zip

(630) 832-1169  
Phone Number

Plan Commission Case Number 2007-1P  
Special Use Permit Number 378.01  
Village Ordinance Number 07-5-Z-3506

13p

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JPH: 5/21/07  
 PC: 2007-1P  
 SUP: 378.01

THIS ORDINANCE MAY BE CITED AS  
 VILLAGE ORDINANCE NUMBER

07-5-Z-3506

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH  
 AND OPERATE A BANKING FACILITY WITH A SINGLE-LANE DRIVE-  
 THROUGH TELLER STATION AT 3536 DEMPSTER STREET, SKOKIE,  
 ILLINOIS IN A B2 COMMERCIAL DISTRICT**

**WHEREAS**, the owner of the following described real property:

LOTS 297, 298 AND 299 IN SWENSON BROTHERS 3<sup>RD</sup> ADDITION TO COLLEGE HILL  
 ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER  
 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 10-14-421-040-0000

more commonly described as 3536 Dempster Street, Skokie, Illinois (the "Subject  
 Property"), petitioned the Village of Skokie for a special use permit to establish and operate  
 a banking facility with a single-lane drive-through teller station in a B2 Commercial district;  
 and

**WHEREAS**, the development site proposed by the petitioner includes:

(i) an existing 1,688 square feet one-story brick building to be modified in order to  
 encompass a series of teller stations, offices, accessory conference rooms and  
 employee areas,

(ii) a paved parking area to accommodate 13 vehicles including one (1) handicapped  
 parking space in accordance with Village of Skokie requirements; and

**WHEREAS**, one of the teller windows will open to the proposed drive-through facility to  
 be located on the east side of the building with access to the site from Dempster Street and  
 Central Park Avenue. In addition, vehicles will be able to exit into the east/west alley adjacent  
 to the north property line that connects to Central Park Avenue and Lincolnwood Drive; and

**WHEREAS**, the driveway of the proposed drive-through teller station provides for a  
 queue of four vehicles in the drive-through lane; and

**WHEREAS**, also located in the drive-through facility will be an automated teller  
 machine (ATM) with the transaction area sheltered from the elements by a protective canopy  
 with controlled lighting; and

**WHEREAS**, the Community Development staff was supportive of petitioner's request  
 for a special use permit for a single-lane drive-through facility, conditioned upon the three (3)

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1 dedications as outlined on the Plat of Dedication dated March 9, 2007, in Village Ordinance  
2 07-5-Z-3507; and

3 **WHEREAS**, at a public hearing of the Skokie Plan Commission, duly held on March 5,  
4 2007, for which proper legal notice had been achieved, there were three (3) interested parties  
5 that testified before the Plan Commission and expressed concerns about lights, traffic noise,  
6 increased traffic in the alley between Central Park Avenue and Lincolnwood Drive; and

7 **WHEREAS**, the following issues were raised by several Commissioners:

- 8 (i) blockage of the alley to the east,  
9 (ii) effect on residents of underground utilities, and  
10 (iii) exterior construction noise from the building disturbing neighboring residences,  
11

12 and the petitioner responded that:

- 13  
14 (i) care would be taken to ensure that the alley would not be blocked,  
15 (ii) placement of utilities underground is already a proposed condition of the  
16 special use and the bank would work in conjunction with ComEd to facilitate  
17 placement of underground utilities, and  
18 (iii) exterior modifications will not be done in such a manner as to disrupt  
19 surrounding residences; and  
20

21 **WHEREAS**, the Plan Commission made two requests which were both agreed to by  
22 the petitioner. First, to add another handicapped accessible parking space to the one already  
23 proposed, thereby increasing the total number of spaces to 14, and second, that the proposed  
24 conditions regarding the driveway queue prohibition on the back up of vehicles into Dempster  
25 Street be amended to "substantially eliminate the possibility" of the back up of vehicles; and

26 **WHEREAS**, after hearing all testimony, the Skokie Plan Commission (a) made the  
27 appropriate findings of fact as required under Section 118-32 of the Skokie Village Code and  
28 (b) voted to recommend to the Mayor and Board of Trustees that the requested special use  
29 permit be granted subject to the conditions contained in the Plan Commission Report, dated  
30 April 4, 2007; and

31 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on April 4,  
32 2007, heard testimony from a neighbor's representative regarding concerns about noise, traffic  
33 and safety, and considered a petition signed by twenty-five neighbors also expressing  
34 concerns about traffic and safety; and

35 **WHEREAS**, petitioner's representative expressed that petitioner would attempt to  
36 address the concerns, and based upon that representation and the information provided, the  
37 Mayor and Board of Trustees concurred in the aforesaid recommendations and findings of fact  
38 of the Skokie Plan Commission;

39 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the  
40 Village of Skokie, Cook County, Illinois:

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**Section 1:** That the special use permit requested by the petitioner to establish and operate a banking facility with a single-lane drive-through teller station at the Subject Property, described above and commonly known as 3536 Dempster Street, Skokie, Illinois, in a B2 Commercial district, be and the same is hereby granted and approved subject to each of the conditions set forth below:

1. The petitioner shall develop the Subject Property in substantial conformance with the revised Site Plan dated April 26, 2007, a copy of said Site Plan is attached hereto as Exhibit "A", and hereby made part of this Ordinance, and Landscape Plan dated April 3, 2007, a copy of which is attached hereto as Exhibit "B";
2. The petitioner shall submit to the Planning Division a plat of dedication for the northern 4 feet and southern 7 feet along the entire length of the site in addition to a 10 feet triangle at the SW corner of the property;
3. The petitioner shall implement any necessary operational improvements and procedures to substantially eliminate the possibility of the potential of any back-up of vehicles into Dempster Street due to the operation of the drive-through facility;
4. The petitioner shall repave the concrete public alley from Central Park Avenue to the eastern edge of the property at the petitioner's expense;
5. Stop bars and stop signage must be provided at all driveways to help assure proper vehicular traffic movement;
6. Any damage to the existing Dempster Street streetscape in addition to all existing damaged public sidewalks or sidewalks damaged during construction must be repaired (i.e., public sidewalk, street curb, etc.);
7. All overhead utilities on the Subject Property or in adjacent right of way shall be placed or relocated underground between the western edge of Central Park Avenue and the eastern edge of the Subject Site. The petitioner shall bear the full cost of any utility relocation and/or conflicts;
8. The required handicapped spaces must be designed to be 16-foot wide (8-foot access, 8-foot channelized area) and posted with an R7-8 sign and Fine Signage;
9. All balled and burlapped trees should have 1/3 of the top of the burlap and wire basket cut to ensure the roots have space to grow;
10. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage, landscaping, structures, and any other facilities or infrastructure on the Subject Property shall be maintained in a good state of repair, and when needed, be repaired or replaced in a timely manner;
11. Parking lot and exterior lighting shall meet IES standards, be full cut-off design, and directed away from adjacent properties, and subject to the approval of the Engineering Division;
12. All off-street parking spaces shall be legibly striped and maintained;
13. The Subject Property must conform to the Village's storm water control requirements as contained in the Skokie Village Code, including the disconnection of any downspouts;
14. Music and sound from loudspeaker systems shall not be heard from outside of any

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- 1 structure except for the communication speaker for the drive-through facility;
- 2 15. All modifications to building elevations, signage, and landscaping shall be subject to  
3 the review and approval of the Skokie Appearance Commission;
- 4 16. All signage shall conform to the Skokie Village Code. Any sign on the Subject  
5 Property that is in violation of that Code must be removed or modified to conform  
6 therewith prior to the issuance of an occupancy permit;
- 7 17. Handicapped ramps are to be provided as necessary and meet State of Illinois  
8 Accessibility requirements and the Skokie Village Code;
- 9 18. The handicapped parking spaces shall be installed and maintained in compliance with  
10 State of Illinois Accessibility Standards and the Skokie Village Code;
- 11 19. Vehicles shall not be allowed to be parked in or otherwise block driveways,  
12 sidewalks, aisles, or other points of access at any time, shall always be parked in  
13 designated parking spaces, and shall not overlap the striped lines of designated  
14 parking spaces. All employees shall park on the Subject Property;
- 15 20. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other  
16 objects that may impede travel;
- 17 21. All landscaping shall be maintained to a maximum height of 30 inches for a distance  
18 of 15 feet from any vehicular access point or intersection in order to maintain  
19 adequate sight distance;
- 20 22. The petitioner shall sign an "Agreement for Installation and Maintenance of  
21 Landscaping" to assure that the Subject Property and parkway landscaping is  
22 completed and maintained, including trimming and watering, in accordance with the  
23 final approved landscape plan. A copy of said Agreement is attached hereto,  
24 marked Exhibit "B" and hereby made part of this Ordinance. This "Agreement for  
25 Installation and Maintenance of Landscaping" shall be recorded at the petitioner's  
26 expense. All dead landscaping shall be replaced in a timely manner;
- 27 23. All buildings shall meet current International Building and NFPA Life Safety Codes,  
28 as amended and adopted;
- 29 24. The petitioner shall submit to the Planning Division electronic files of the Plat of  
30 Survey, Site Plan, Landscape Plan, Floor Plan, and Building Elevations, in approved  
31 and finalized form. The files shall be scaled CADD 2D drawing files on non-  
32 compressed, non-read only, IBM formatted, CD-ROM .DWG AutoCAD format  
33 (version 2004). The drawings shall be formatted to SPCS, NAD83, HARN1997, with  
34 SPCS north being straight up, and the primary units in U.S. Survey Feet. All  
35 elements shall be contained within a single file, no XREF or PDF attachment files  
36 shall be used;
- 37 25. Prior to the issuance of building permits, the petitioner shall submit to the Planning  
38 Division of the Community Development Department the name, address, and  
39 telephone number of the company and contact person responsible for site  
40 maintenance in compliance with the special use permit;
- 41 26. If work is to be performed on public property or if public property is utilized or  
42 impacted during construction and/or development, the owner shall provide, or shall  
43 cause the developer and/or contractor to provide, the Village of Skokie with a

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1 certificate of insurance naming the Village of Skokie as additionally insured for any  
2 and all claims related to any and all work. The owner shall hold, and shall cause the  
3 developer and/or contractor to hold, the Village of Skokie harmless and indemnify  
4 the Village for any and all claims for property damage or personal injury related to  
5 work on or use of public property;

6 27. The petitioner shall comply with all Federal and State statutes, laws, rules and  
7 regulations and all Village codes, ordinances, rules, and regulations;

8 28. Failure to abide by any and all terms of this Ordinance shall be cause for the Village  
9 to initiate hearings to determine whether the subject Ordinance, as well as any  
10 applicable business licenses, should be revised or revoked; and

11 29. The petitioner shall pay all costs related to any hearings conducted as a result of  
12 non-compliance with any of the provisions of the enabling ordinance. The costs  
13 shall include but not be limited to court reporter fees, attorney fees, and staff time  
14 required researching and conducting said hearing.

15 **Section 2:** That a notice of the approval of this Ordinance incorporating the  
16 conditions contained herein shall be executed by the owner of the property in writing and  
17 duly recorded with the Cook County Recorder of Deeds Office at the owner's expense.

18 **Section 3:** That this Ordinance shall be in full force and effect from and after its  
19 passage, approval and recordation as provided by law.  
20

**ADOPTED** this 21st day of May, 2007.

Ayes: 5 (Bromberg, Gelder, Roberts,  
Sutker, Van Dusen)  
Nays: 1 (McCabe)  
Absent: 1 (Perille)

Attested and filed in my  
office this 22nd day of  
May, 2007.

SYLVIA LUKS

Deputy Village Clerk

SYLVIA LUKS

Deputy Village Clerk

Approved by me this 21st day of  
May, 2007.

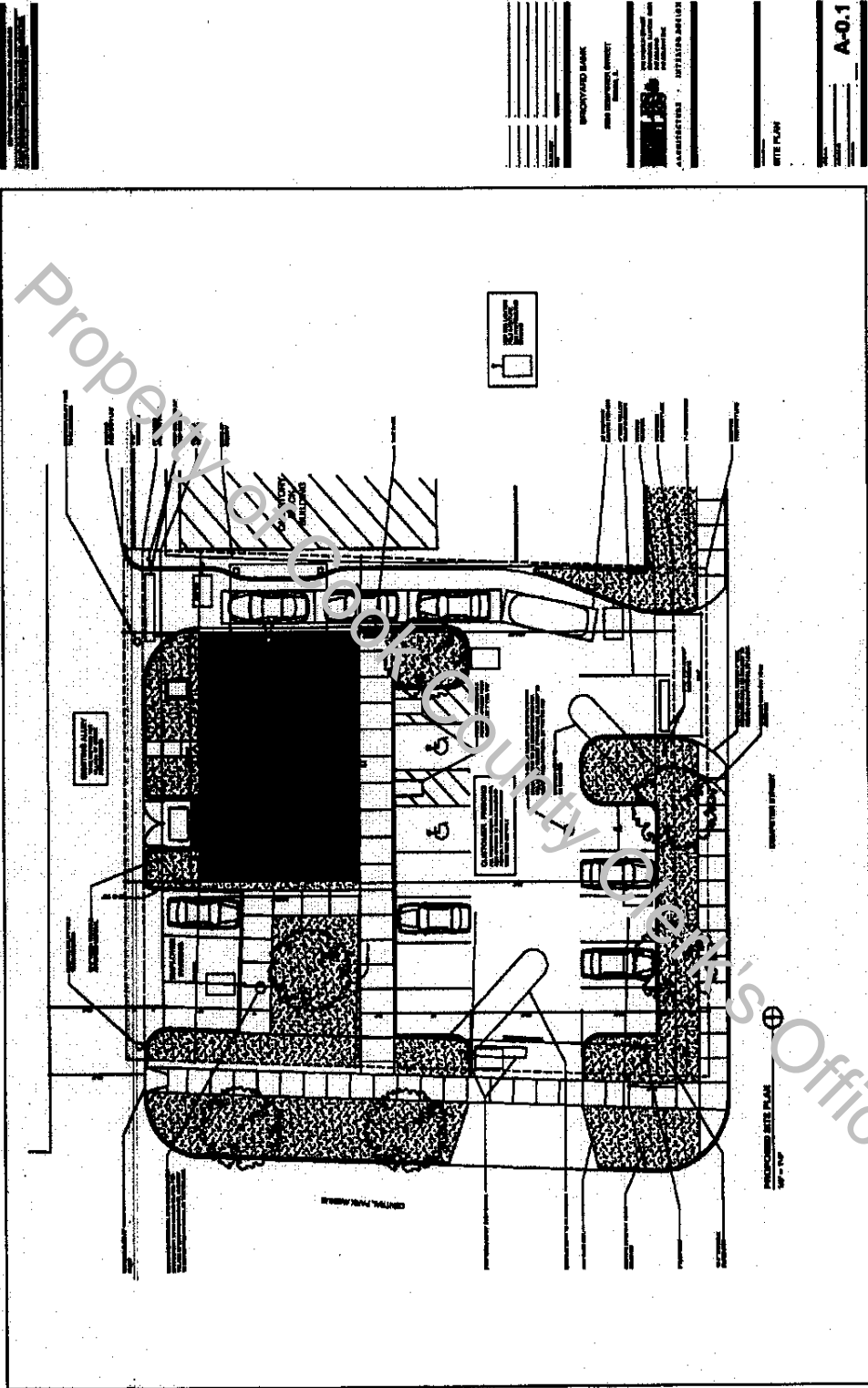
George Van Dusen

Mayor, Village of Skokie

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22  
23  
24

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Exhibit A



Property of Quality Control Office

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Exhibit B

## INSTALLATION AND MAINTENANCE AGREEMENT

Plan Commission Case  
2007-1P

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007 by and between **OXB LLC**, hereinafter referred to as "**PROPERTY OWNER**", and the **VILLAGE OF SKOKIE**, an Illinois municipal corporation hereinafter referred to as "**VILLAGE**". The parties to this Agreement hereby agree as follows:

1. **PROPERTY OWNER** is the owner of real property located in the Village of Skokie, described as follows:  
  
 LOTS 297, 298 AND 299 IN SWENSON BROTHERS 3<sup>RD</sup> ADDITION TO COLLEGE HILL ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.  
  
 PIN: 10-14-421-040-0000  
  
 commonly known as 3536 Dempster Street, Skokie, Illinois.
2. At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit, Business License, or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
3. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install and maintain landscaping in accordance with a plan dated April 3, 2007 approved by the **VILLAGE**.
4. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **PROPERTY OWNER's** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the **VILLAGE's** land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **PROPERTY OWNER**.
5. The purpose of this Agreement is to assure:
  - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
  - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
6. The property, which is the subject matter of this Agreement, is legally described above. The portions of the subject property which are to be landscaped and maintained pursuant to the terms and conditions of this Agreement are indicated on



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- the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.
7. **PROPERTY OWNER** agrees that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the subject property. Such landscaping is necessary in order for the **PROPERTY OWNER** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested development or use of the property.
  8. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or permit specifies maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.
  9. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **PROPERTY OWNER** who shall have 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20-day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the **PROPERTY OWNER's** last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.
  10. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.
  11. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the subject property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.

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12. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees to pay the **VILLAGE** a reasonable sum as attorney's fees and court costs.
13. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **PROPERTY OWNER** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The **VILLAGE** may require either a cash deposit or a surety bond guaranteeing performance in a form signed by sureties satisfactory to the **VILLAGE**. The condition of the security shall be that if the **PROPERTY OWNER** fails to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a surety bond, require the securities to perform the obligations of this Agreement.
14. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorneys fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
15. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE** and the **PROPERTY OWNER** as follows:

If to **VILLAGE**:  
 Village of Skokie  
 5127 Oakton Street  
 Skokie, IL 60077  
 Attention: Village Clerk

If to the **PROPERTY OWNER**:  
 OLB, LLC  
 Brickyard Bank  
 6676 N. Lincoln Ave.  
 Lincolnwood, IL 60712

With copies to:  
 Village Manager  
 5127 Oakton Street  
 Skokie, IL 60077

Corporation Counsel  
 5127 Oakton Street  
 Skokie, IL 60077

Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

16. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.

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- 17. This Agreement pertains to, runs with the subject property, and shall be binding on the successors, assigns, and heirs in interest.
- 18. This Agreement shall be recorded at the **PROPERTY OWNER's** expense in the Office of the Recorder of Deeds for County of Cook.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year written above.

**OLB, LLC**

**VILLAGE OF SKOKIE**

By: \_\_\_\_\_

By: \_\_\_\_\_  
its Village Manager

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

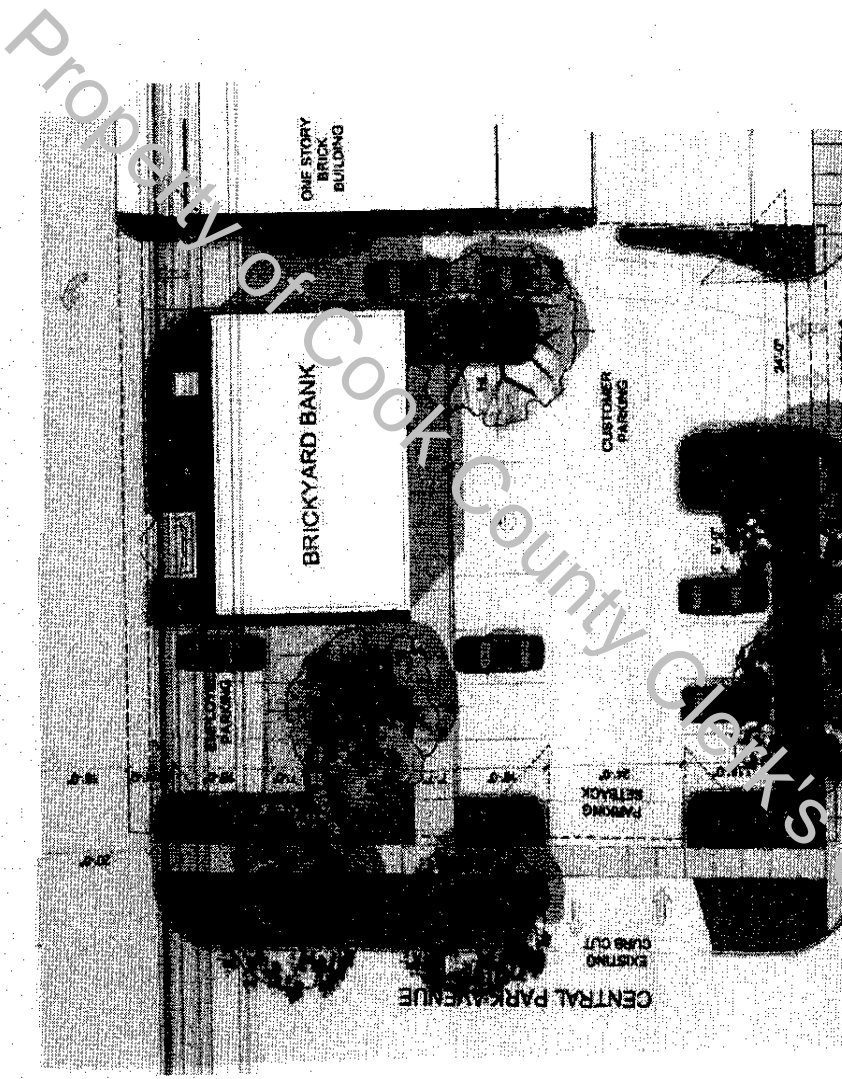
\_\_\_\_\_  
Village Clerk

Its: \_\_\_\_\_

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Exhibit 1



LANDSCAPE PLAN  
 8/2/18 1/8" = 1'-0"



BRICKYARD BANK, 3536 DEMPSTER STREET, SKOKIE



Property of Cook County Clerk's Office

