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NOTICE OF APPROVAL

Doc# 1726257139 Fee \$60.00

An ordinance granting site plan approval for a 3-lot planned development at 4900 and 4920 Madison Street and 8260 Elmwood Street, Skokie, Illinois, in a TX Transit Mixed-Use district, and the repeal of Village Ordinance Number 14-10-Z-4097 was approved by the Board of Trustees of the Village of Skokie on August 7, 2017.

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/19/2017 02:23 PM PG: 1 OF 12

The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

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 **4900 and 4920 Madison Street and 8260 Elmwood Street, Skokie, Illinois** 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 8th day of August 2017.

4900 Madison, LLC

8260 Elmwood, LLC

Signature

Signature

Print Name

Print Name

Title

Title

Company

Company

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Plan Commission Case Number 2017-14P
Site Plan Approval Number 467.02
Village Ordinance Number 17-8-Z-4315

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Exhibit 1

MML: *8/7/17
 PC: 2017-14P
 SPA: 467.02

THIS ORDINANCE MAY BE CITED AS
 VILLAGE ORDINANCE NUMBER

17-8-Z-4315

**AN ORDINANCE GRANTING SITE PLAN APPROVAL FOR A
 3-LOT PLANNED DEVELOPMENT AT 4900 AND 4920 MADISON
 STREET AND 8260 ELMWOOD STREET, SKOKIE, ILLINOIS,
 IN A TX TRANSIT MIXED-USE DISTRICT, AND THE REPEAL OF
 VILLAGE ORDINANCE NUMBER 14-10-Z-4097**

1 **WHEREAS**, the owners (hereinafter "Petitioners") of the following described real
 2 property:

3 LOTS 1 AND 2 IN VARDIA SUBDIVISION BEING PART OF LOT 1 IN MEYER'S SUBDIVISION,
 4 BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21,
 5 TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 6 COUNTY, ILLINOIS.

7 PINS: 10-21-402-108-0000, 10-21-406-015-0000, 10-21-406-016-0000, 10-21-406-017-0000

8
 9 more commonly described as 4900 and 4920 Madison Street and 8260 Elmwood Street,
 10 Skokie, Illinois in an TX Transit Mixed-Use district (hereinafter collectively "Subject Property"),
 11 petitioned the Village of Skokie for site plan approval for a 3-lot planned development; and

12 **WHEREAS**, the anticipated development will include a child day care, a private
 13 playground and a mixed-use building containing ground floor commercial bathrooms,
 14 commercial vehicle parking, commercial storage, and residential parking, plus seven (7)
 15 upper-level multifamily residences; and

16 **WHEREAS**, the instant site plan will replace a previously approved site plan and will
 17 include two buildings, the playground, all surface parking and a link to the Skokie Valley Trail
 18 from the Madison Street and Elmwood Street intersection; and

19 **WHEREAS**, once constructed, the new residences will have the street addresses of
 20 8314-8332 Elmwood Street; and

21 **WHEREAS**, at their duly held public meeting on May 10, 2017, the Appearance
 22 Commission approved the design of the multifamily residences as presented, subject to a
 23 landscaping condition; and

24 **WHEREAS**, at a public hearing of the Skokie Plan Commission, duly held on May 18,
 25 2017, for which proper legal notice had been achieved and no interested parties appeared, the
 26 Skokie Plan Commission: (i) made the appropriate findings of fact in the affirmative, as
 27 required under Section 118-6(g) of the Skokie Village Code, and (ii) voted to recommend to
 28 the Mayor and Board of Trustees that the requested site plan approval be granted subject to
 29 the conditions contained in the Staff Report dated June 19, 2017, and (iii) recommended that
 30 the previously approved site plan, Village Ordinance Number 14-10-Z-4097, be repealed; and

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31 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on June
32 19, 2017, voted to concur in the aforesaid recommendations and findings of fact of the Skokie
33 Plan Commission;

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

36 **Section 1:** That the site plan approval requested by the Petitioners to construct and
37 establish a 3-lot planned development at the Subject Property legally described above and
38 commonly known as 4900 and 4920 Madison Street and 8260 Elmwood Street, Skokie,
39 Illinois, in an TX Transit Mixed-Use district, is hereby granted and approved subject to each of
40 the conditions set forth below:

- 41 1. The petitioner shall develop the Subject Property in substantial conformance with the
42 final Village approved site plans dated June 8, 2017 landscape plans dated June 8,
43 2017 and building elevations dated February 21, 2017;
- 44 2. Any use on the site must be allowed in the TX zoning district;
- 45 3. If more than one entity ever owns any portion of this planned development that
46 shares stormwater detention, an agreement must be in place to manage and
47 maintain those stormwater facilities;
- 48 4. Parking lot and exterior lighting shall meet Illuminating Engineering Society of North
49 America (IES) standards, be full cut-off design, and be directed away from adjacent
50 properties, subject to the approval of the Engineering Division;
- 51 5. All existing damaged public sidewalks or public sidewalks damaged due to the
52 implementation of this plan shall be replaced;
- 53 6. All objects and landscaping within a 15-foot sight distance triangle shall not exceed
54 30 inches in height, except traffic control devices listed in the Manual on Uniform
55 Traffic Control Devices;
- 56 7. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage,
57 landscaping, structures, and any other facilities or infrastructure on the Subject
58 Property shall be maintained in a good state of repair, and when needed, be
59 repaired or replaced in a timely manner;
- 60 8. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other
61 objects that may impede travel;
- 62 9. Trash shall only be allowed within a designated trash enclosure and shall be
63 screened from public view in an enclosure approved by the Appearance
64 Commission. All trash shall be contained in such a way as to remain out of sight at
65 all times;
- 66 10. All off-street parking spaces shall be legibly striped and maintained;
- 67 11. Any plan to modify parking lot striping must be approved by the Director of
68 Engineering;
- 69 12. Vehicles shall not be allowed to be parked in or otherwise block alleys, common
70 driveways, sidewalks, aisles, or other points of access at any time, shall only be
71 parked in designated parking spaces, and shall not overlap the striped lines of
72 designated parking spaces;

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- 73 13. The owner of the Subject shall ensure that employees park on the Subject Property;
- 74 14. All overhead utilities on the Subject Property shall be placed or relocated
75 underground. The petitioner shall bear the full cost of any utility relocation and/or
76 conflicts;
- 77 15. The petitioner shall sign an "Agreement for Installation and Maintenance of
78 Landscaping" to assure that the Subject Property and parkway landscaping is
79 completed and maintained, including trimming, watering, and replacing of dead plant
80 materials in a timely manner in accordance with the final approved landscape plan.
81 A copy of said Agreement is attached hereto, marked Exhibit "A" and hereby made
82 part of this Ordinance. This "Agreement for Installation and Maintenance of
83 Landscaping" shall be recorded at the petitioner's expense;
- 84 16. All new construction, alterations, and remodeling shall meet current International
85 Building and NFPA Life Safety Codes as amended;
- 86 17. The petitioner shall obtain all required permits and approvals for improvements to
87 County, State, or Federal rights-of-way from the governing jurisdiction;
- 88 18. The Subject Property must conform to the Village's storm water control requirements
89 as contained in the Skokie Village Code, including the disconnection of any
90 downspouts;
- 91 19. All signage shall conform to the Skokie Village Code. Any sign on the Subject
92 Property that is in violation of that Code must be removed or modified to conform
93 with the Village Code prior to the issuance of an occupancy permit;
- 94 20. All modifications to building elevations, signage, and landscaping shall be subject to
95 the review and approval of the Skokie Appearance Commission;
- 96 21. The petitioner shall submit to the Planning Division electronic files of the plat of
97 survey, site plan, and landscape plan in their approved and finalized form. The files
98 shall be scaled 2-dimensional drawing files on non-compressed, non-read only CD-
99 ROM *.dwg AutoCAD format;
- 100 22. Prior to the issuance of building permits, the petitioner shall submit to the Planning
101 Division of the Community Development Department the name, property address,
102 email address, and telephone number of the company and contact person
103 responsible for site maintenance in compliance with the special use permit;
- 104 23. If work is to be performed on public property or if public property is utilized or
105 impacted during construction and/or development, the owner shall provide, or shall
106 cause the developer and/or contractor to provide, the Village of Skokie with a
107 certificate of insurance naming the Village of Skokie as additionally insured for any
108 and all claims related to any and all work. The owner shall hold, and shall cause the
109 developer and/or contractor to hold, the Village of Skokie harmless and indemnify
110 the Village for any and all claims for property damage or personal injury related to
111 work on or use of public property;
- 112 24. The petitioner shall comply with all Federal and State statutes, laws, rules and
113 regulations and all Village codes, ordinances, rules, and regulations; and
- 114 25. Failure to abide by any and all terms of this Ordinance shall be cause for the Village
115 to initiate hearings to determine whether the subject Ordinance, as well as any
116 applicable business licenses, should be revised or revoked. The petitioner shall pay

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117 all costs related to any hearings conducted as a result of non-compliance with any of
118 the provisions of the enabling ordinance. The costs shall include but not be limited
119 to court reporter fees, attorney fees, and staff time required researching and
120 conducting said hearing.

121 **Section 2:** That Village Ordinance Number 14-10-Z-4097 pertaining to a previous
122 site plan approval at the Subject Property, be and the same is hereby repealed. Any
123 previous Village Ordinances which were repealed by the foregoing ordinance shall remain
124 repealed and are null and void. Nothing in this Ordinance shall be construed to reinstate
125 any previously repealed ordinances.

126 **Section 3:** That a notice of the approval of this Ordinance incorporating the
127 conditions contained herein shall be executed by the owners of the Subject Property in
128 writing and duly recorded with the Cook County Recorder of Deeds Office at the owner's
129 expense.

130 **Section 4:** That this Ordinance shall be in full force and effect from and after its
131 passage, approval, and recordation as provided by law.

ADOPTED this 7th day of August, 2017.

Ayes: 5 (Gray-Keeler, Klein, Sutker,
Ulrich, Van Dusen)

Nays: 0

Absent: 2 (Bromberg, Roberts)

Attested and filed in my
office this 8th day of
August, 2017.

Pramod Shah
Village Clerk

Pramod Shah
Village Clerk

Approved by me this 8th day of
August, 2017.

George Van Dusen
Mayor, Village of Skokie

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Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case
2017-14P

This Agreement is entered into this _____ day of _____ 2017 by and between **4900 MADISON LLC** and **8260 Elmwood, LLC**, hereinafter collectively 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:

PROPERTY OWNER is the owner of real property located in the Village of Skokie, LOTS 1 AND 2 IN VARDA SUBDIVISION BEING PART OF LOT 1 IN MEYER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-21-402-108-0000, 10-21-406-016-0000, 10-21-406-016-0000, 10-21-406-017-0000

1. 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.
2. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install and maintain landscaping in accordance with the plans dated **April 12, 2017 (North/Roof deck) and June 8, 2017 (South)**, or as it may be subsequently revised with the approval of the Village Manager, or designee, and the Corporation Counsel.
3. 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**.
4. 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.
5. 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 the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.

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- 165 6. **PROPERTY OWNER** agrees that the installation and maintenance of the
 166 landscaping which is required in accordance with the permit issued by the **VILLAGE**
 167 and this Agreement will materially benefit the Subject Property. Such landscaping is
 168 necessary in order for the **PROPERTY OWNER** to comply with the conditions of the
 169 permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested
 170 development or use of the property.
- 171 7. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is
 172 installed and required by the permit and this Agreement, using generally accepted
 173 methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a
 174 standard of care necessary to prevent the landscaping from deteriorating to the
 175 extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or
 176 permit specifies maintenance standards or procedures, such procedures are hereby
 177 adopted as part of this Agreement, and by such adoption, become enforcement
 178 conditions of this Agreement.
- 179 8. Failure to maintain the landscaping as required by this Agreement shall be a
 180 nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of
 181 maintenance necessary to keep the landscaping in a healthy condition as required
 182 by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the
 183 **PROPERTY OWNER** who shall have 20 days to make the necessary correction or
 184 replacement. If such correction or replacement is not made within the aforesaid 20-
 185 day period, the **VILLAGE** may elect to abate the nuisance and take necessary action
 186 to assure that the landscaping is replaced and/or maintained. In the event, the
 187 **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the
 188 premises for this purpose. The **VILLAGE** shall either personally serve the notice
 189 upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the
 190 **PROPERTY OWNER's** last known address or as shown on the tax rolls, at least 15
 191 days in advance of the date when the **VILLAGE** or its agent intends to enter the
 192 premises.
- 193 9. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform
 194 such work as it considers reasonably necessary and proper to restore, maintain, or
 195 replace the landscaping required by this Agreement. The **VILLAGE** may act either
 196 through its own employees or through an independent contractor.
- 197 10. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in
 198 restoring, maintaining or replacing the landscaping, provided that the **VILLAGE**
 199 follows the procedures set forth in this Agreement. Costs shall include but shall not
 200 be limited to actual costs incurred by the **VILLAGE** and administrative costs. The
 201 **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the
 202 **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which
 203 demand is made, the **VILLAGE** may cause a lien to be placed on the Subject
 204 Property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook
 205 County stating that it has incurred expenses under the terms this Landscape
 206 Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on
 207 the amount owed.
- 208 11. In addition to having a lien placed on the Subject Property, the **VILLAGE** may
 209 institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees
 210 to pay the **VILLAGE** a reasonable sum for attorney's fees and court costs.

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- 211 12. If either party upon the execution of this Agreement or during the course of
 212 performance considers that it is necessary to have the **PROPERTY OWNER** post
 213 additional security to guarantee the performance of his obligations hereunder, the
 214 **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The
 215 **VILLAGE** may require either a cash deposit or a surety bond guaranteeing
 216 performance in a form signed by sureties satisfactory to the **VILLAGE**. The
 217 condition of the security shall be that if the **PROPERTY OWNER** fails to perform any
 218 obligation under this Agreement, the **VILLAGE** may, act on behalf of the
 219 **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a
 220 surety bond, require the securities to perform the obligations of this Agreement.
- 221 13. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the
 222 **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions
 223 or causes of action for personal injury, property damage or otherwise, including
 224 reasonable attorney's fees, which may arise from the **VILLAGE** exercising any of its
 225 rights or obligations and performance under this Agreement.
- 226 14. All notices required or to be given pursuant hereto shall be in writing and either
 227 delivered personally or by a nationally recognized "over-night" courier service or
 228 mailed by United States certified or registered mail, postage prepaid, addressed to
 229 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**:

Tony Varda
 8260 Elmwood Street
 Skokie, IL 60077

With copies to:

Village Manager
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077

Corporation Counsel
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077

230
 231 Either Party may change the names and addresses of the persons to whom notices or
 232 copies thereof shall be delivered, by written notice to the other Party, as the case may
 233 be, in the manner herein provided for the service of notice.

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

236 16. This Agreement pertains to, runs with the Subject Property, and shall be binding on
 237 the successors, assigns, and heirs in interest.

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238 17. This Agreement shall be recorded at the **PROPERTY OWNER's** expense in the
239 Office of the Recorder of Deeds for County of Cook.

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

4900 MADISON, LLC

VILLAGE OF SKOKIE

By: _____

By: _____

its Village Manager

Title: _____

ATTEST:

ATTEST:

its Village Clerk

Its: _____

8260 ELMWOOD, LLC

By: _____

Title: _____

ATTEST:

Its: _____

Property of Cook County Clerk's Office

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