

ORDINANCE NO. F-0956

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A DRIVE-UP BANK FACILITY, 212 -214 S. WEST STREET
(OAK BROOK BANK)**

WHEREAS, written application has been made for the issuance of a Special Use Permit to allow the demolition of two existing houses and the construction of a 2,000 square foot bank building with one drive-thru banking lane on the property commonly known as 212-214 S. West Street, Wheaton, IL 60187.

WHEREAS, pursuant to notice required by the Illinois Municipal Code and the Wheaton Zoning Ordinance, a public hearing was conducted before the Wheaton Planning and Zoning Board on September 28, 2004, to consider the issuance of Special Use Permit; and

WHEREAS, the Wheaton Planning & Zoning Board voted 5 to 0 in favor of recommending the approval subject to several conditions.

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 has been, and continues to be, zoned and classified in the C4 CBD Perimeter District zoning classification:

LOT 8, EXCEPT THE SOUTH 60.0 FEET, IN COUNTY CLERK'S ASSESSMENT DIVISION IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 05-17-411-004, 05-17-411-005

The subject property is commonly known as 212-214 S. West Street, Wheaton, IL 60187. (Hereinafter "the Property").

SECTION 2. Pursuant to the findings of fact determined by the Wheaton Planning and Zoning Board, a Special Use Permit is hereby issued to allow the demolition of two existing houses and the construction of a 2,000 square foot bank building with one drive-thru banking lane in full compliance with the plans prepared by Cordogan, Clark & Associates entitled "Oak Brook Bank, Site Plan, Landscape Plan, Floor Plan, North, South, East and West Elevation Dated August 2004, and the Signage Alternate Plan dated September 2004" and in further compliance with the following conditions, restrictions and requirements:

1. The trash enclosure shall be constructed of materials that match the bank building.

2. All signage shall comply with the requirements of the City of Wheaton Zoning Ordinance and shall be subject to the reasonable approval of the Director of Planning and Economic Development.
3. The removal and replanting of any parkway trees located in the public right of way shall be coordinated with the City of Wheaton Forestry Department.
4. 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 final approved landscape plan. In the event any landscaping, plantings or vegetations on the property dies, in whole or in part, at any time, the owner shall, forthwith, replace the non-viable landscaping vegetation and/or plantings with reasonably similar substitutes of original planting size or larger as directed by the City.
5. The Owner/Developer shall enter into a Fire Lane Designation and Enforcement Agreement with the City in substantial compliance with Exhibit "A".
6. Prior to the issuance of an occupancy permit, the Owner/Developer shall submit a Plat of Consolidation for the Subject Property.
7. This Ordinance shall be recorded in the office of J.P. Carney, Recorder of Deeds, DuPage County, Illinois, at the owners expense.

By application for, and receipt of, any site development or building permit and the commencement of construction of any improvements on the Property, owner, for itself, it successors assigns and grantees, hereby agrees to all terms and conditions of this Ordinance and declares this Ordinance to constitute a covenant running with, and binding, the subject property, in perpetuity.

SECTION 3. All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

SECTION 4. This Ordinance shall become effective after its passage, approval and publication in pamphlet form in the manner described by law.



James Carney
Mayor

ATTEST:



Emily M. O'Donnell
City Clerk

ORD. F. 0956

Roll Call Vote

Ayes: Councilman Mouhelis
Councilwoman Corry
Councilman Johnson
Mayor Pro Tem Mork
Councilwoman Johnson

Nays: None

Absent: Mayor Carr
Councilman Bolds

Motion Carried Unanimously

Passed: October 18, 2004
Published: October 19, 2004

C.R.D. F-0956

EXHIBIT "A"

FIRE LANE DESIGNATION AND ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of October, 2004, by and between the City of Wheaton, an Illinois Municipal Corporation, 303 W. Wesley Street, Wheaton, Illinois 60189 (hereinafter referred to as "CITY") and Oak Brook Bank (hereinafter referred to as "OWNER(S)"), OWNER(S) of the property located at 212-214 S. West Street, Wheaton, within the corporate limits of the City of Wheaton, Illinois (hereinafter referred to as "Subject Property"), and which is legally described below:

LOT 8, EXCEPT THE SOUTH 60.0 FEET, IN COUNTY CLERK'S ASSESSMENT DIVISION IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 05-17-411-004, 05-17-411-005

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. F-0956, 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 "A". The CITY Fire

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 "A".

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 the City by providing not less than thirty (30) days notice to the Owner 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:

Oak Brook Bank
1400 Sixteenth Street
Oak Brook, IL 60523

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: _____