

AGENDA
Municipal Services Committee
February 24, 2020
7:00 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
 - a. **PZC 2020-01** – 7532 South Cass Avenue – Sign variations
 - b. **Resolution** – Approval for a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.
 - c. **Resolution** - Approval of a resolution for the 2020 City of Darien Zoning Map for publication.
 - d. **Minutes – January 27, 2020** Municipal Services Committee
5. **Director’s Report**
 - a. Nantucket Basin - native planting interest
6. **Next scheduled meeting – March 23, 2020**
7. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
February 24, 2020

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Issue Statement

7532 South Cass Avenue, City of Darien: Requests approval to permit the construction of 2 (two) electronic message board signs adjacent Cass Avenue and Plainfield Road, located within the B-2 Community Shopping Center Business District.

General Information

Petitioner:	City of Darien
Owner:	7532 CASS AVE LLC / John Manos / Jemco & Assoc., LTD
Property Location / PIN#:	7532 S. Cass Avenue / 09-28-402-055
Zoning / Land Use:	Site: B-2 / vacant - former service station North: B-2 / Commercial - Burrito Paradise South: B-1 / Office - Cass Professional Center East: B-2 / Commercial - Darien Pointe West: B-2 / Commercial - Brookhaven Marketplace
Comprehensive Plan:	Future Land Use: Commercial
Size of Subject Lot:	24,980 square feet, 0.57 acres
Natural Features:	none
Transportation:	Frontage to Cass Avenue (145') and Plainfield Road (155')
History:	Property was recently approved for redevelopment to construct a commercial building with two restaurant tenants including a drive-through. (Ordinance O-01-20 January 6, 2020)

Zoning Provisions

Two options for approval have been presented to the PZC. Zoning provisions listed below have been identified as applicable to Option 1, Option 2, or both. Option 1 would encompass one sign facing the intersection of Cass Avenue and Plainfield Road. Option 2 would add a second sign only visible when traveling south on Cass Avenue.

Provisions Applicable to either Option:

1. Sections 4-3-7(A) 11, 4-3-10(B): Variation to permit electronic message boards.
2. Section 4-3-7(B) 3: Variation to permit advertising signs.
3. Section 4-3-7(C) 4: Variation to permit illuminated signs with changing light intensity, brightness, and color.

Provisions specific to each option are listed below:

Option 1: One Sign

1. Section 4-3-10(B) 3: Variation to exceed the permitted sign areas from 60 square feet to 98 square feet.

Option 2: Two Signs

1. Section 4-3-7(E): Variation to reduce the required setback from the street right-of way from 4 feet to 1.93 feet.
2. Section 4-3-10(B) 3: Variation to exceed the permitted sign areas from 60 square feet to 72 and 98 square feet.

Planning Overview / Discussion

The subject property is located on the west side of Cass Avenue, north of Plainfield Road. Currently, the property is vacant, but recently received approval for the construction of a new commercial building with two restaurant tenants.

Considered a gateway property, City staff has worked with the property owner to secure easement rights at the corner for ground signage. Initially envisioned as a high-quality entry feature stating "City of Darien", the desire for an electronic message board sign to convey community messages quickly became a priority.

Proposed to be similar to existing signs in Bolingbrook at the corner of Boughton Road/87th Street and Janes Avenue, it was discovered that the signage had been built, financed and maintained by a local signage company in return for local advertising rights.



Promoting a "Community Digital Network", staff has worked with Chicago Billboards to design similar signage at this Darien location. The site itself is limited in space, which is evidenced by several setback variations that were granted for the construction of the commercial building.

As proposed, signs would be constructed on brick bases similar and compatible to the brick used on the adjacent commercial building. Landscape and further design features would be coordinated by the City, including a planned water feature integrated into the base. A draft of the Lease Agreement has been provided to illustrate general parameters for the advertising including:

- Images and messages would be of not less than 10 seconds per image, which is an IDOT standard.

- Each sign would rotate 8 images, repeating the images every 80 seconds.
- The City is entitled to one 10 second position for community engagement messages.
- The two businesses located on the property and Brookhaven Marketplace are entitled to one 10 second position to share.
- Reduced advertising rates are available for other tenants at Brookhaven Plaza and any non-profits.

The City's intent of the Community Digital Network is to provide a new communication tool for events, public meetings, and alerts throughout the year. Placed at a prominent corner, it can create additional civic engagement as is has proven for other local communities.

*Initially proposed as a single request for two signs, the PZC asked staff to reconsider both the number of requested variations and the number of signs. Staff examined the previous proposal to reduce the number of variations, reduce the extent of the variation requests, and improve the site plan overall. These revisions now propose two options for approval. **Option 1** would encompass one sign facing the intersection of Cass Avenue and Plainfield Road. **Option 2** would add a second sign only visible when traveling south on Cass Avenue.*

Similarities: Variations for both Option 1 and Option 2

Electronic Message Board, Advertising, and Lighting:

In order to permit any electronic message board sign, variations to these three requirements must be considered in unison. All previous approvals for electronic message boards have had similar requests and approvals.

Height:

The original request proposed a height not to exceed 14', where 12' is the maximum permitted by code. Staff has determined that all proposed landscape and water enhancements can be performed without compromising design, and therefore has eliminated this variation request.

Option 1: One Sign

As requested, staff investigated reducing the number of signs. Option 1 considers one sign placed with a direct view to the intersection of Cass Avenue and Plainfield Road. This signage would only be viewable for traffic traveling southwest on Plainfield Road and north on Cass Avenue.

A revised site plan has eliminated the need for a setback variation, as the signage is able to be installed within the setback. Note that this placement would also be applicable in Option 2, where only the second sign would have a setback encroachment.

Overall sign area for this sign is based on the message board portion of 7' x 14' or 98 square feet total. This number has been reduced from the initial 122 square feet, as staff is able to discount the area allotted to "City of Darien" as non-commercial information. This sign would exceed the 60 square foot requirement by 38 square feet.

Option 2: Two Signs

A second and recommended option would be to install a second sign. The sign has been moved to a location 1.93’ from the Cass Avenue property line, which is an improvement from the setback previously requested. A variation of 2.07’ to the required 4’ setback is still required.

This second sign would measure at 6’x12’, or 72 square feet. Just as with Option 1, the information portion of the signage has been discounted from the overall size. This sign would exceed the permitted size by 12 square feet.

Staff worked with Chicago Billboards to overcome issues of building over the sanitary sewer line and merging the two signs into one perceived grouping. There is very little discernable difference between one sign or two, as the landscape, base walls, and water feature would be crafted into a monumental entry gateway providing similar impact to the adjacent clock tower. The second sign can only be viewed when traveling south on Cass Avenue, but will capture an additional 25% of motorists as the opposing intersections.

Staff recommends Option 2 specifically for the civic communication engagement, additional business exposure, and opportunity to create a greater presence to the gateway intersection.

Previous Approval References

PZC 2014-02: Chuck’s Southern Comforts Café 8025 S. Cass Avenue	Height: 12’ Size: 81 square feet Setback: 0’
PZC 2018-09 The Auto-Mobile Center of Darien 6710 Rt. 83	Height: 23’ – 4” Size: 200 total square feet, 50 square foot message board (90 sq. ft. permitted) Setback: 80’

Attached Documents

1. [Petition](#)
2. [Draft Lease Agreement](#)
3. [Plat of Survey](#)
4. [Location Map](#)
5. [Sign Plans \(original proposal\)](#)
 - a. Site Plan
 - b. Signage Elevation (A)
 - c. Signage Elevation (B)
 - d. Proposed Easement Site Plan
6. [Additional Supporting Documents \(including public comments\)](#)
7. Sign Plans (revised proposal)
 - a. [Option 1](#)
 - i. Site Plan

- ii. Elevation
- iii. Rendered Landscape Plan

b. Option 2

- i. Site Plan
- ii. Elevation
- iii. Rendered Landscape Plan

8. Conceptual Photos, Renderings and Views

- a. Rendered signage elevation with conceptual screening landscape
- b. Signage View – looking southwest on Cass Avenue
- c. Signage View – looking northwest from Cass/Plainfield intersection
- d. Signage View – Cass Plainfield intersection with proposed Retail Building

Variation Review

As listed above, several variations are requested for the proposed signage options. A summary is noted below:

Standard	Code Requirement	Proposed Variations	Notes
Sign Type - Electronic Message Board Signs	Prohibited	Permitted	
Sign Type - Advertising Signs	Prohibited	Permitted	
Ground Sign - Number	1 per frontage	N/A	2 ground signs permitted
Option 1 - 7' x 14' electronic message board			
Height	12 feet	N/A	Requirement met
Size	60 square feet	98 square feet	+38 sq. ft.
Location	4 feet from property line	N/A	Requirement met
Option 2 - 7' x 14' and 6' x 12' electronic message board			
Height – both signs	12 feet	N/A	Requirement met
Size			
7' x 14'	60 square feet	98 square feet	+38 sq. ft.
6' x 12'		72 square feet	+12 sq. ft.
Location			
7' x 14'	4 feet from property line	N/A	Requirement met
6' x 12'		1.93 feet from property line	-2.07 ft.

The variations represent permissions to both code prohibitions, and size, setback and height parameters. The electronic message board is not a permitted sign within Darien, although past variations have been approved. Most recently, variations were granted for a 23'-4" sign at 6710 Route 83 and also to Chuck's at 8025 South Cass Avenue. With this type of signage, which has electronic changeable copy, an additional variation is needed to the illuminations standards. While images would change every 10 seconds, the requested approval would abide by conditions placed on other approved signs, such as prohibitions to motion and animation, and general requirements to meet code illumination standards. The sign will be equipped to dim in the evening and low-light conditions.

Staff additionally notes that neither option contains tenant panels for the proposed businesses on the property, although they will have rights to advertise through the electronic message board. Limited directional signage advertising the businesses could be permitted if under four square feet, and also on the existing ground signs for Brookhaven Plaza. If Option 2 is approved, a future variation may be requested for a ground sign closer to the entry from Cass Avenue if signage is determined inadequate.

Per Section 4-3-18 of the Sign Code, the following shall be considered when granting a variation from the Sign Code:

1. The available locations for adequate signage on the property.
The corner of this site has been identified for its visibility and greatest opportunity for communication.
2. The effect of the proposed sign on pedestrian and motor traffic.
Limitations on motion and light intensity, 10 second duration for images as required by IDOT, and additional landscape and design measures are being proposed to minimize effects and still communicate effectively.
3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variation.
Signage provided by the vendor allows minimal cost to the City while providing a needed communication service.
4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.
Without variations, this signage could not be permitted on the site. As a "Community Digital Network", the signage could not be permitted at any location without variations, but the highly trafficked intersection creates a unique condition.
5. The general intent of the Sign Code.
In conformance with the intent of the sign code, the requested signage would promote civic engagement, be of high quality to match the adjacent development, and be an economic generator for local businesses.

Section 4-3-2 of the Sign Code provides the general intent of the Sign Code:

This sign code is adopted for the following purposes:

1. To promote and protect the public health, safety, comfort, morals, convenience and general welfare of the residents of the City.
2. To enhance the physical appearance of the City by preserving the scenic and natural beauty of the area.
3. To promote the safety and recreational value of public travel.
4. To protect the public investment in streets and highways by reducing sign or advertising distractions that may increase traffic accidents.
5. To ensure compatibility of signs with surrounding land uses.
6. To enhance the economy of the City by promoting the reasonable, orderly and effective display of outdoor advertising.
7. To protect the pedestrians and motorists within the City from damage or injury caused by distractions, obstructions and hazards created by a proliferation of off-site advertising signs.
8. To prevent the proliferation of off-site advertising signs which distract from the development of the City in an aesthetically pleasing manner.
9. To preserve the character of the City which is a single-family residential community by assuring the compatibility of signs with the surrounding land uses.

In past approvals for illuminated electronic message boards, the City mandated the following conditions, which are also proposed for this request:

1. Messages will be held for at least 10 seconds.
2. Messages will change all at once.
3. Messages may display multiple colors.
4. Illumination will maintain a constant light intensity or brightness.
5. Illumination brightness will comply with the Sign Code.

If approved, the above would become noted conditions written into the Ordinance.

PZC Summary

This hearing was opened on February 5, 2020. Testimony was received at that hearing and minutes are included in this packet. See [Attachment 9](#). The PZC continued the hearing to February 19, 2020 so that staff could revise the request based on both public comment and PZC discussion.

On February 5, approximately 4 residents were in attendance. Concerns included the addition of signage on an already busy intersection and the for-profit nature of Chicago Billboards. The size, number, height, setback of the signs were also discussed.

Similar opinions were expressed in public commentary on February 19. Additional concerns were raised on the overall effects of future traffic incidents.

The Commission considered separate motions on both Option 1 and Option 2. Option 1 (one sign) received a positive recommendation with a voting record of 5-3, and Option 2 (two signs) received a negative recommendation with a voting record of 2-6.

Meeting Schedule

If recommended by the Municipal Services Committee on February 24, then this item will be placed on the City Council agenda on March 2 for a final vote.



ZONING APPLICATION

CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

CITY OF DARIEN
Applicant's Name
1702 PLAINFIELD RD
Address, City, State, Zip Code DARIEN 60561
630.852.5000
Telephone

Email

7532 CASS AVE LLC
Owner's Name
C/O JEMCO 242 BUNTING LN
Address, City, State, Zip Code BLOOMINGDALE 6010
630.212.1644
Telephone
JMANDS@BANKFINANCIAL.COM
Email

PROPERTY INFORMATION

7532 S. CASS AVE
Property address
B2
Zoning District

09-20-402-025
PIN Number(s)
RETAIL
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

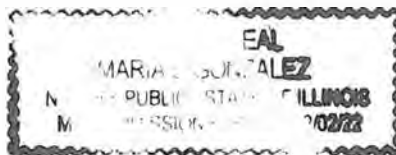
SIGN VARIATIONS TO CONSTRUCT 2 MARQUEE SIGNS
@ CASS AND PLAINFIELD
[Signature]

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Daniel Gombac is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 17th day of January 2020

[Signature]
Notary Public

For office use only	
Date Received:	<u>1/17/2020</u>
Case Number:	<u>2020-01</u>
Fee Paid:	<u>N/A</u>
Hearing Date:	<u>2/5/2020</u>



LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of January 2020 by and between the **CITY OF DARIEN**, a Municipal Corporation ("City") and **BRT OUTDOOR, LLC**, an Illinois limited liability company ("BRT").

RECITALS

WHEREAS, BRT has requested that it be permitted to install digital display multiple message signs ("Digital Displays") at the locations identified in Exhibit A (the "City Display Site"); at 7532 South Cass Avenue, Darien, Illinois, 60561 Parcel # 0928402025 located in DuPage County.

WHEREAS, the City has agreed to provide BRT with the requested space identified in Exhibit A attached hereto for the installation of Digital Displays.

NOW, THEREFORE, THE CITY AND BRT OUTDOOR AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT's compliance with this Agreement, the City hereby grants BRT the right to install and operate Digital Displays at the City Display Site for the purpose of conducting outdoor advertising subject to the terms and conditions of this Agreement.

2. TERM

The right to install and operate the Digital Displays at the City Display Site shall commence on _____ 2020 (the "Commencement Date") and shall continue for a period of twenty five (25) years from the date thereof (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

Thereafter, this Agreement will automatically renew for up to 3 successive 5 year periods beginning on the date after the Expiration date, until either (i) a party provides the other party with notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior but no more than one hundred eighty (180) days prior to the expiration of the then-current 5 year term, or (ii) the parties enter into a separate renewal agreement. Each 5-year extension will be referred to as an Extended Term or collectively as Extended Terms.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its expense upon the expiration or termination of this Agreement.

3. RENT

BRT intends to display multiple messages on each Video Panel in a fixed rotation of not less than 10 seconds duration per image. During the effective term of this

Agreement, the City shall have the right to at least one of every eight of the positions in the display rotation ("Base Position") for City content. The City's position in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, 7532 Cass Avenue, LLC owner of the parent parcel shall have a right to one of the eight positions and be limited to the following tenants: Dunkin Donuts, Padrino's Pizza and the Brookhaven Grocery Store.

BRT shall not charge the City or Manos, LLC for the use of the Video Panels. Additional space, beyond the "Base Position", may be purchased at the non-for profit market rate, the non for profit rate shall apply to all the retailers located within the Brookhaven Market Place .

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAY

The Digital Displays shall consist of a properly affixed structure containing up to two full-color liquid crystal display (or successor technology) digital sign faces not to exceed ten feet in height and twenty feet in length (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, electrical power lines and other electrical equipment and related appurtenances. BRT, at its expense, shall obtain all required permits, licenses and approvals prior to commencing construction of the Digital Displays.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner, (ii) only with materials that are high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved by the City of Darien, (iv) diligently to completion and not interfere where possible with the drive aisles of City's property, and (v) in compliance with all administrative regulations promulgated by IDOT and other provisions of this Agreement.

5. MAINTENANCE OF THE DIGITAL DISPLAYS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of damaged, inoperable or malfunctioning Digital Display. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the City Display Site in connection with BRT's use thereof, the City shall notify BRT. BRT shall diligently respond within seven (7) business days to the City's notice and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event that BRT fails to perform necessary maintenance within fifteen (15) days of initial notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen days of a Reimbursement Invoice issued by the City.

BRT shall provide annual plantings and prepare the City Display Site for the season. City shall be responsible for general lawn care and maintenance of the site, including but not limited to removal of weeds and debris. BRT shall be responsible for the on-going maintenance of the installed water feature.

6. CONDITION OF PREMISES

BRT agrees to accept the Digital Display installation locations "as is", without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements thereto.

7. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City property, including without limitation, health, safety and building codes, zoning ordinances and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

C. Prohibited Uses.

The Digital Displays shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the applicable Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), and similar forms of products or entertainment. The Digital Displays may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Displays may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social debate such as abortion, gun control, immigration, war or matters involving sexual orientation.

D. UTILITIES

BRT shall provide all utilities it may require at its sole cost and expense and: (i) make application in its own name for all utilities, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone and other communication and alarm services, and all taxes or other charges thereon. BRT shall install and connect all equipment and lines required to supply such utilities to the City Display Site.

8. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering BRT's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Digital Displays and other Community Digital property located on the City Display Site in an amount reasonably calculated to replace or repair such items or to permit BRT to continue or resume operations in substantially the same manner as preceded the loss and (iii) workers' compensation insurance as required by statute. BRT's insurance shall be primary, and any insurance maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

BRT shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the City and shall waive any rights of recovery against the City. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverage's required under this Agreement shall be provided to the City upon the execution of this Agreement. Subsequent to the execution of this Agreement if the foregoing documentation is not provided within ten (10) business days from the date of City's request for insurance, the City may terminate this Agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City and its related parties as additional insured). BRT shall provide such certificates prior to the

Commencement Date. BRT shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

9. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its sole cost and expense, remove the Digital Display and shall restore the City Display Site to its pre-existing condition.

10. RIGHTS RESERVED BY THE CITY

The City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within 500 feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

11. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B, below: (i) failure to provide the Base Position in accordance with this Agreement, (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

C. The City's Cure of BRT Defaults.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all costs and expenses incurred by the City in performing such obligation.

12. INDEMNIFICATION

The City shall, at its sole cost and expense, defend, indemnify and hold harmless BRT from and against any and all claims, demands, liabilities, damages, judgments, costs and expenses, including without limitation, court costs and attorneys' fees, arising from the City or its agents, assigns, or tenants use of City's property.

BRT specifically reserves any privileges, defenses or immunities it may have under law.

13. ASSIGNMENT

BRT shall not, without the prior written consent of the City, (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign this Agreement or any interest hereunder, without the prior written consent of the City, to a bank or other financial institution for purposes of financing equipment, to a business of like kind, and/or labor for the construction and/or maintenance of the Digital Displays.

14. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

15. CONDEMDATION

In the event that a regulatory authority condemns or takes any portion of the premises affecting BRT's access or placement of the sign, City agrees to allow BRT to relocate the sign on the premises that remains after the condemnation or taking. City agrees that BRT has the right to reinstall the sign at a location that maximizes the sign's visibility to the roadway to which BRT desires to orient the face(s) of the sign, and City agrees to provide unobstructed access to the relocation site for BRT's contractor's vehicles and equipment that are used to re-install and maintain the sign. City agrees that any damages relating to the sign paid for by the regulatory authority, including costs of relocation, will be awarded to BRT.

16. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as BRT or the City may from time to time designate by notice:

CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

BRT OUTDOOR, LLC:

BRT Outdoor, LLC
P.O. Box 5097
Naperville, IL 60567

17. MISCELLANEOUS

A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Agreement may be recorded by BRT or City.

C. This Agreement shall be governed by the Laws of the State of Illinois.

D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.

E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF DARIEN, A Municipal Corporation

**BRT OUTDOOR, LLC
An Illinois limited liability company**

By: _____

Attest: _____

Rodney S. Hursh

Todd J. Sanders

Draft

EXHIBIT A

7532 SOUTH CASS AVENUE

PARCEL # 0928402025

Draft

EXHIBIT B

(Insert Survey)

Draft

MEMO

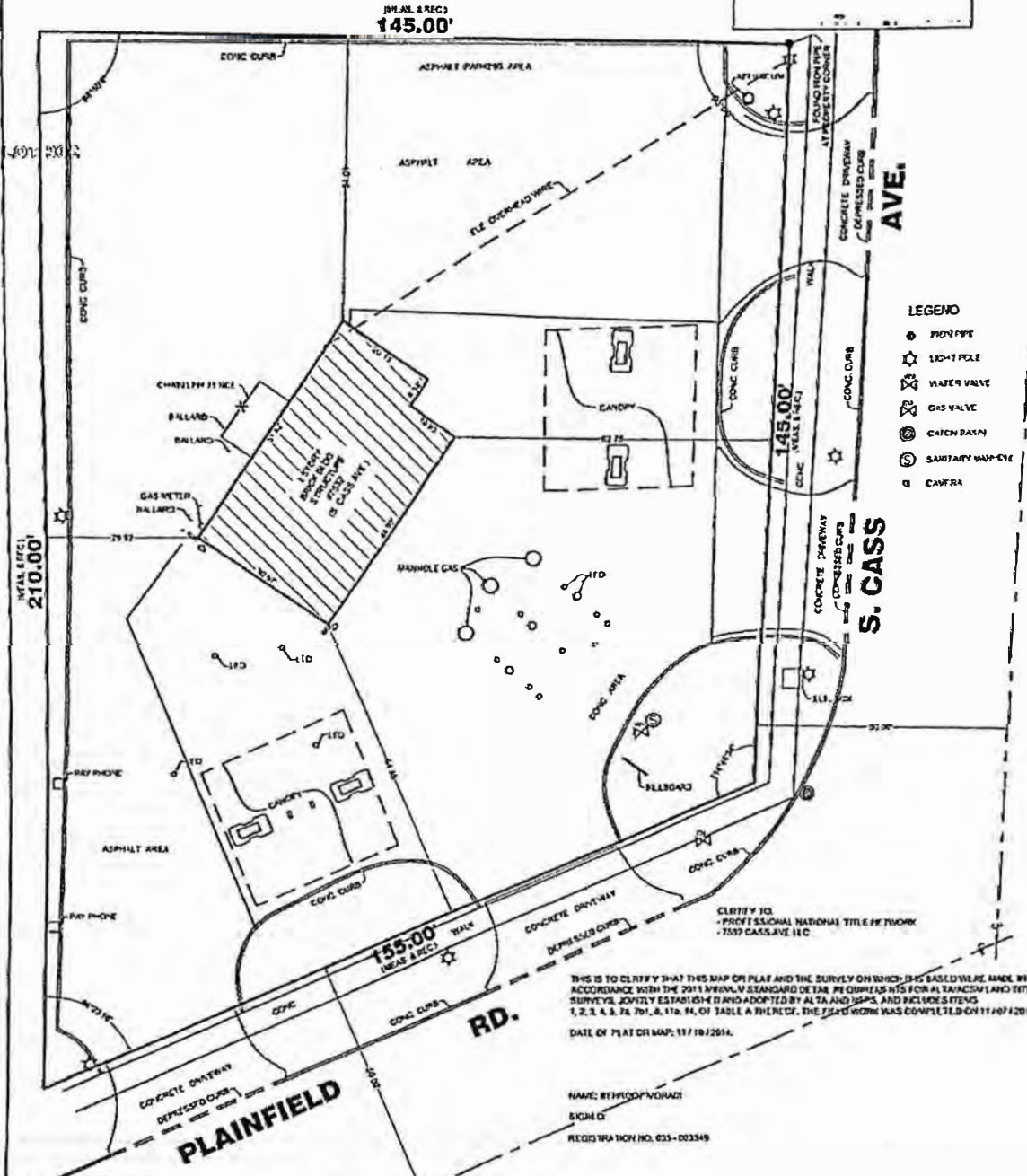
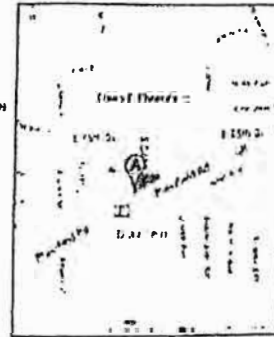
PROFESSIONAL DESIGN FIRM (L.S./P.E./S.E. REGISTRATION NO. 184-002111)

ALTA/ACSM Land Title Survey

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH LINE OF PLAINFIELD ROAD, AND THE WEST-SOUTH-WEST LINE OF CASS AVENUE; THENCE WEST 79.41 ALONG THE NORTH-SOUTH LINE OF PLAINFIELD ROAD, 155.00 FEET; THENCE NORTH 89.41 AND PARALLEL WITH CASS AVENUE, 79.41 FEET; THENCE EAST 180.41 PERPENDICULAR TO CASS AVENUE, 145.00 FEET TO A POINT ON THE WEST-SOUTH-WEST LINE OF CASS AVENUE; THENCE SOUTHWEST ALONG THE WEST-SOUTH-WEST LINE OF CASS AVENUE, 145.00 FEET TO THE PLACE OF BEGINNING, BY BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN OF RECORD DRAWING NO. 14-198-AS DOCUMENT #77727, WISCONSIN COUNTY, ILLINOIS.

LAND TOTAL AREA: 25425 SQ. FT.
 (3.21 ACRES) DOT MIGHT BE 1579 SQ. FT.
 COMMONLY KNOWN AS: 7332 SOUTH CASS AVENUE, BARRIN, ILLINOIS.
 PRE 062840025

0 10 20 30
 SCALE: 1 INCH = 20 FEET



- LEGEND**
- FIRE HYDRANT
 - ☆ WATER VALVE
 - ⊗ GAS VALVE
 - ⊗ CATCH BASIN
 - ⊗ SANITARY MANHOLE
 - ⊗ CAMERA

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MEASUREMENT STANDARD OF THE PROFESSIONAL SURVEYORS AND ENGINEERS BOARD OF ILLINOIS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 7B, 8, 11A, 14, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/07/2014.
 DATE OF THIS MAP: 11/10/2014.

NAME: BEHROOZ HORADI
 SIGNATURE
 REGISTRATION NO. 035-003349

FLOOD CERTIFICATE:
 ACCORDING TO FLOOD INSURANCE RATE MAP OF CITY OF BARRIN, ILLINOIS, DATED DECEMBER 16, 2004, COMMUNITY PANEL NUMBER 170220 0308 N THIS PROPERTY IS IN A MINOR FLOOD AREA AND IS DESIGNATED AS ZONE "C".

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAN. BOUNDARY DIMENSIONS ARE BASED ON THE PUBLIC RECORDS AND OR DESCRIPTION PROVIDED. FOR LEGAL USE SEE OTHER SIDE OF THIS PAGE.

Beheroaz Land Surveyor Number 035-003349
 BEHROOZ HORADI, Ph.D., P.E., S.E., P.L.S.
 11100 N. UNIVERSITY AVE., SUITE 100, CHICAGO, IL 60642

 MORADI MULTI DIMENSIONS CONSULTING ENGINEERS 2345 W. BIRING PARK RD. CHICAGO, IL 60678 TEL: (773) 478-1552 FAX: (773) 478-0667	JOB # 383-18	DRAWN BY: PA	DATE: 11/10/2014	CHECKED BY: GREGORY S. EASTMAN	THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE CORRELATED WITH DEED AND OR TITLE POLICY. BUILDINGS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. OTHERWISE FOR BUILDING RESTRICTIONS, AND OR EASEMENTS REFER TO YOUR DEED, CONTRACT, TITLE POLICY AND OR ZONING REGULATIONS. THIS PLAT IS VALID ONLY IF IT CONTAINS THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT US.
	SHEET: 1	CHECKED: SM	SCALE: 1"=20'	DATE OF FIELD WORK: 11/07/2014	

MEMO

402

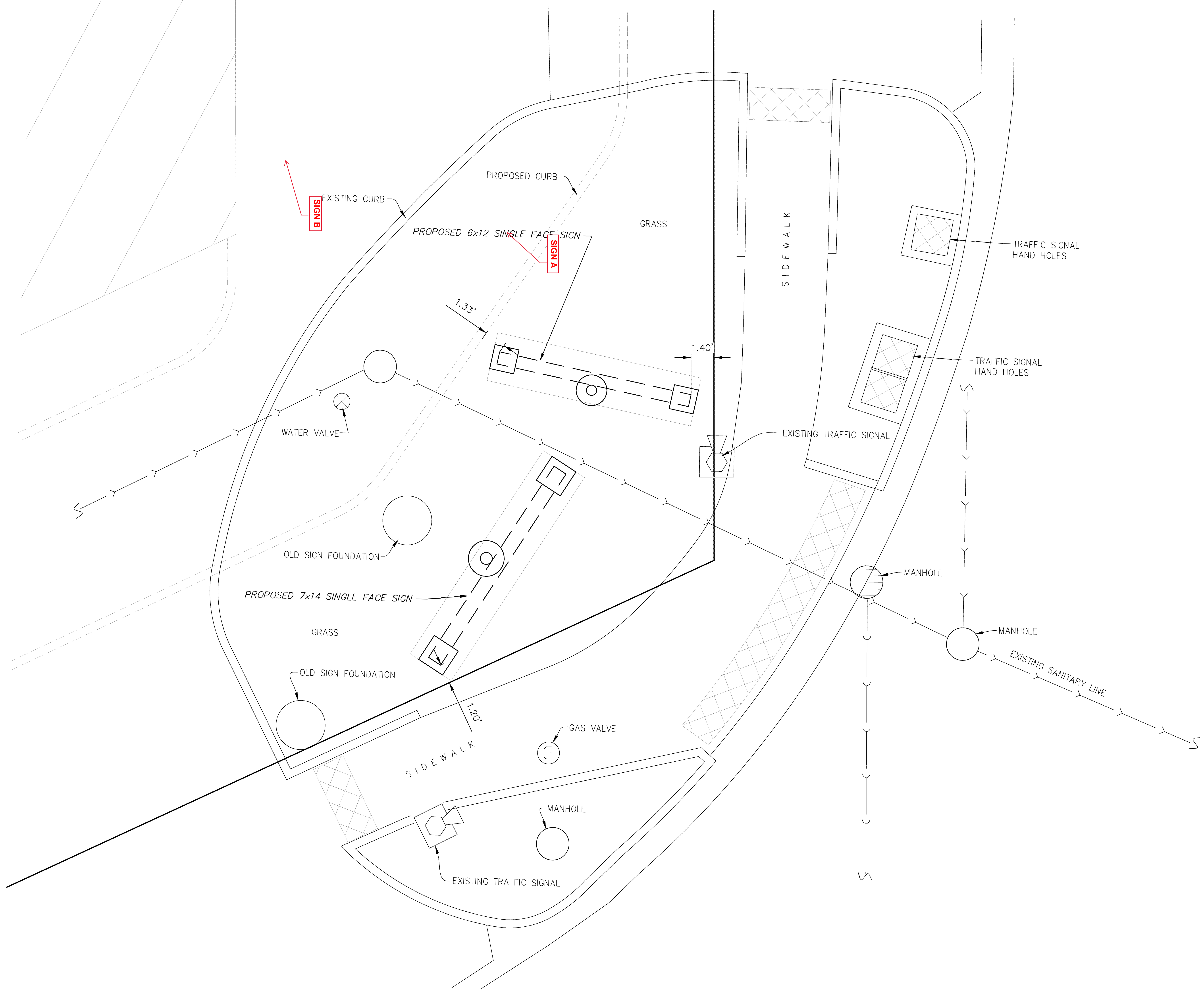


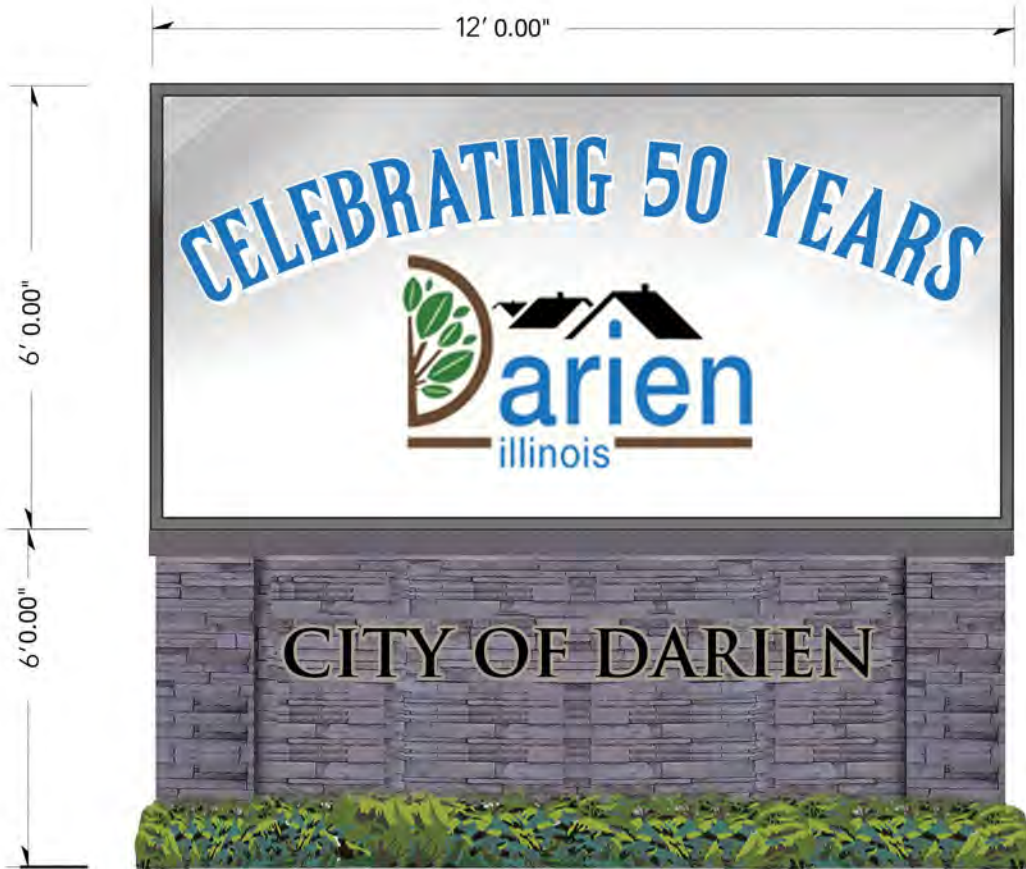
DuPage County
 Information Technology Department / GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187

Ph# 1(630)407-5000
 Email gis@dupageco.org
 DuPage Maps Portal :
<http://dupage.maps.arcgis.com/home>

This map is for assessment purposes only.
 DuPage County Web Site :
www.dupageco.org

22
 Copyright DuPage 2018





(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER

EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0" h x 12'-0" w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

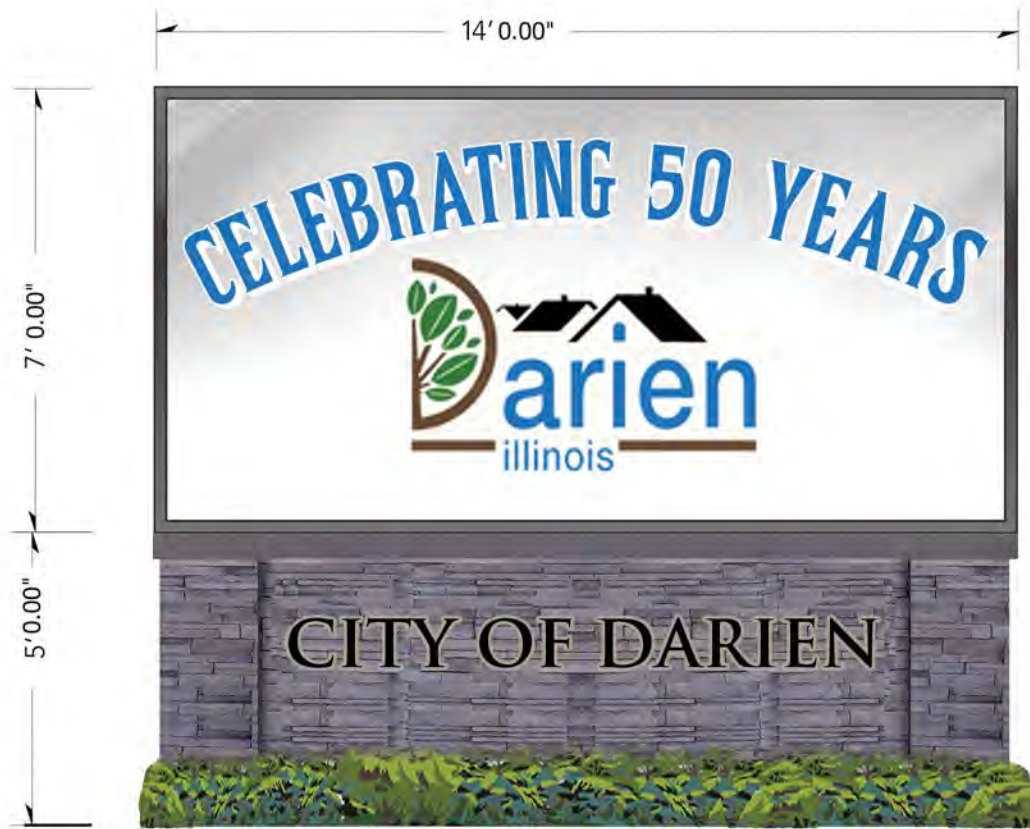
SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V
U.L. ELECTRICAL #E154882



PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404	
CUSTOMER: CHICAGO BILLBOARD PROJECT ADDRESS: CITY OF DARIEN PROJECT: EMC MONUMENT SIGN PROOF NO#: 017-085 DESIGNER: NN DATE: 12.9.2019 SCALE: 1/4"=1'	
<h1 style="color: red;">SIGN A</h1>	
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.	
SIGN TYPE: A1.4	
APPROVED BY: DATE APPROVED:	
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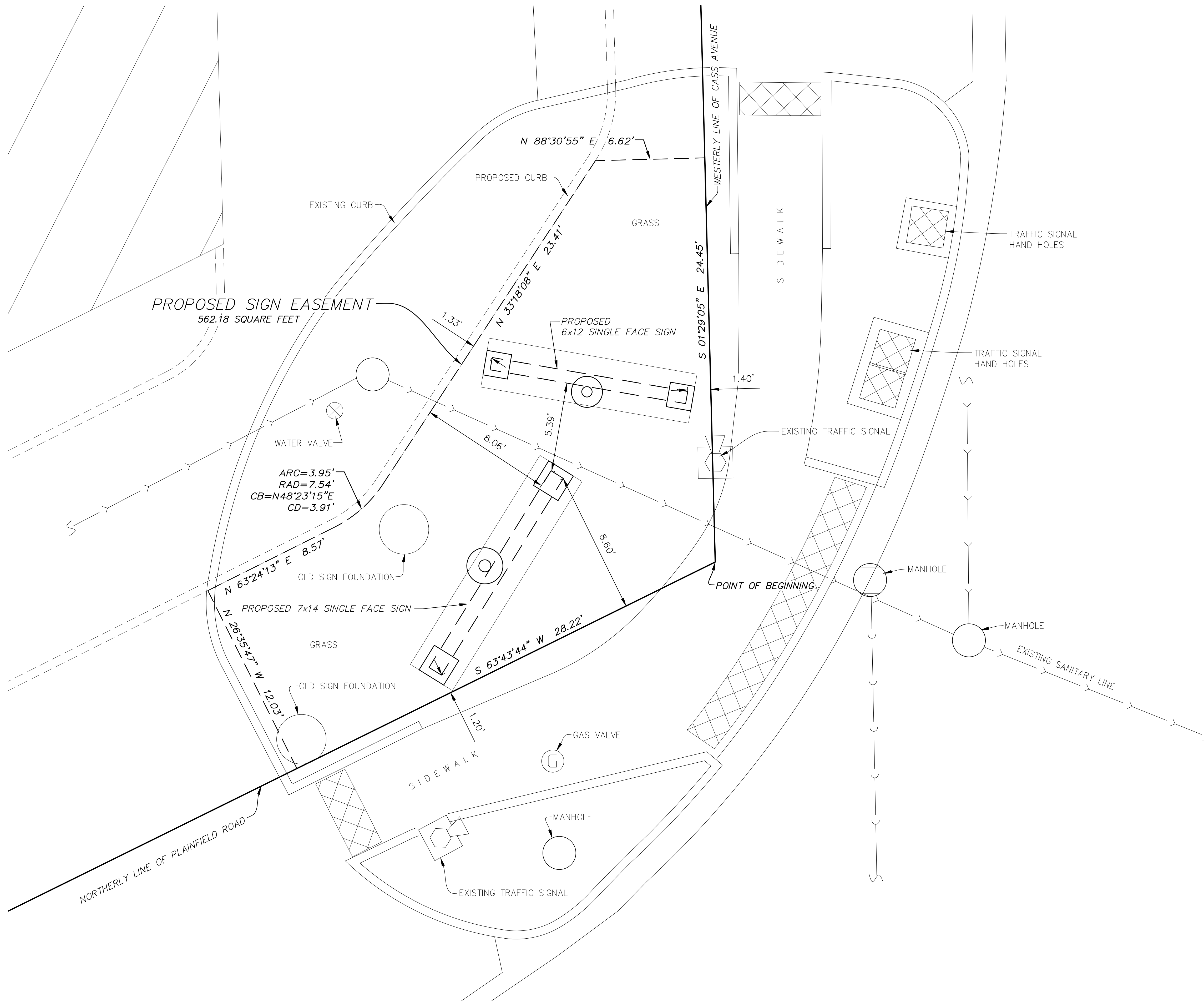
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CUSTOMER: CHICAGO BILLBOARD PROJECT ADDRESS: CITY OF DARIEN PROJECT: EMC MONUMENT SIGN PROOF NO#: 017-085 DESIGNER: NN DATE: 12.9.2019 SCALE: 1/4"=1'	
<h1 style="color: red;">SIGN B</h1>	
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.	
SIGN TYPE: <h2 style="margin: 0;">A1.4</h2>	
APPROVED BY: 	
DATE APPROVED: 	
© 2017 EXPRESS SIGNS, INC.	



PROPOSED SIGN EASEMENT DESCRIPTION:
 THAT PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION:
 THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

ADDITIONAL DOCUMENTS
PLANNING AND ZONING COMMISSION
February 5, 2020

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Public Correspondence

1. D. Gombac email response 02.03.2020
2. D. Gombac additional correspondence 02.03.2020

From: [Dan Gombac](#)
To: [REDACTED]
Cc: [Eric Gustafson](#); [Tom Belczak](#); [Michael J. Coren](#); [Mary Sullivan](#); [Lester Vaughan](#); [Joseph Kenny](#); [Thomas Chlystek](#); [Bryon Vana](#); [Joseph Hennerfeind](#); [Lou Mallers](#); [Ted schauer](#); [Joe Marchese](#)
Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield
Date: Monday, February 3, 2020 2:27:57 PM
Attachments: [Goal Setting - Tuesday October 29th - 630 p.m..msg](#)

Good afternoon Chris,

Your e-mail was forwarded to me this morning and we appreciate your feedback. Please see the responses below to your inquiries and feel free to call me to discuss anything additional. We would also encourage you to attend the Public Hearing Meeting on Wed at 7:00 pm, at the City Hall.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Eric Gustafson <egustafson@darienil.gov>
Sent: Monday, February 3, 2020 10:19 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: Fwd: Zoning Request for Electronic Signage at Cass and Plainfield

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: February 1, 2020 at 5:50:29 PM CST
To: <tbelczak@darienil.gov>
Cc: <jmarchese@darienil.gov>, <mjcoren@darienil.gov>, <msullivan@darienil.gov>, <lvaughan@darienil.gov>, <jkenny@darienil.gov>, <tchlystek@darienil.gov>, <egustafson@darienil.gov>, <tschauer@darienil.gov>
Subject: Zoning Request for Electronic Signage at Cass and Plainfield

Mr. Belczak,

I am a Darien resident living within your ward. I have read through the packet regarding the zoning variance request which is to be reviewed this coming Wednesday,

which packet was (unfortunately) not made available for public review until yesterday.

The City posts materials (agenda/meeting packets) the week prior to meetings – this is in adherence with Illinois Open Meetings Act law, which requires local governments to post the agenda 48 hours in advance of a public meeting. The City also met the legal posting requirements for holding a public hearing by publishing a notice in the DuPage Chronicle on Jan. 22. It's important to note that the Feb. 5 meeting is one of several opportunities for public comment on the electronic message board signs. Other opportunities include upcoming Municipal Services Committee and City Council meetings (dates TBD). These meeting packets will also be available the week before the meeting. If you are unable to attend in person, you can call or email City Planner Joseph Hennerfeind at 630-353-8113 or jhennerfeind@darienil.gov. Written and verbal comments will be shared with the appropriate committees and City Council.

At base, I do not object to having a monument-style sign to “welcome” folks to Darien. I do however object to the physical scale of the proposed. At a minimum, there should be no variance permitted to go beyond the existing 12' height limit, nor a variance to allow for dual signage. Too much and out of scale as proposed. Let's stick to our agreed standards and codes.

The goal of the signs was to communicate City meetings, events, and seasonal info. We appreciate the note to the height and will forward your points to the Planning and Zoning Members. The height variance was requested for the following,

Landscape enhancement at the base

Optimal size for viewing to motorists and most importantly for Darien residents and businesses

Placement of the verbiage “City of Darien” to enhance “center of town” and compliment the City owned Clock Tower across the street

But more importantly, above any other concerns and misgivings I may have, I object in the strongest possible terms to the giveaway of rights to use land owned by the City of Darien to Chicago Billboard, a for-profit advertising corporation intent on using the land to earn large sums of money, and to doing so without competitive bidding or any tangible and appropriate rent or remuneration to the City and it's resident taxpayers.

The City does not and will not own the property for the sign

The City requested an easement from the property owner for the right to post City related items

The City will not own or maintain any portion of the signage and/or landscaping

- The “Privilege” of having one of eight advertising slots on these advertising billboards is, realistically, of absolutely no tangible value to the taxpayers. The city already has multiple ways to communicate with residents in physical and online formats. The marginal value of doing so on this signage is extremely minimal, especially in view of the high imputed cost to the City of Darien in

terms of forgone rental income, at a time when the City's needs for additional revenue are very clear and even acute.

The elected group held a had a Goal Setting Workshop on Oct 29, 2019. Please see the attached agenda under topic of Communications.

- In addition, it appears that this lucrative concession is being awarded to Chicago Billboard without competitive bid. Why?

The City does not and will not own the property or the sign.

Clearly, the concession being awarded is of great financial value, or else Chicago Billboard would not be interested. How is it that the rights to use this property, of which I and all the Darien taxpayers are joint owners, and the revenue stream which it will generate for Chicago Billboard, are being given away for free to a for-profit company without any effort to evaluate other potential offers?

Please feel free to provide any further feedback/offers.

- Further it seems to me that, rightly or wrongly, to a reasonable disinterested observer the last-minute delivery to the public of the details of the proposal could potentially be viewed as having been purposely planned to minimize scrutiny by the taxpayers. While the City's hand-written request for zoning variance was not officially processed until January 17, all the other project plans and documents were clearly complete months ago. With all documents being in hand by the 17th of the month, why should it take 2 weeks to post the details on the City's web site?

City Staff was directed to pursue opportunities with marquee signage as a result from the Goal Setting Workshop. The City requested of the developer consideration regarding an opportunity for the marquee signs and to allow the City to display info as stated above. The developer agreed to the concept and Staff reached out to neighboring municipalities regarding City owned marquee signs and were forwarded contact info for Chicago Billboards.

In other words, Darien's taxpayers have been allowed less than one calendar week to review these documents before the related Zoning Board meeting.

Please note the item regarding the signage was mentioned at the Public Hearing, Municipal Services, and the City Council, for the site development back on Dec 18, 2019. The posting regarding the variation was posted on Dec 4, 2019.

What is the rush?

There is no rush to this item

If technical or operational issues truly prevented the web posting of the detailed proposal packet from being completed any earlier, then why not reset the date for the Zoning Board meeting to allow more time for public input?

There were no technical or operational issue

The prior two Zoning Board meetings were cancelled, so it would not be an unusual occurrence.

In short, No-Bid, No Revenue and Rushed are *NOT* the attributes I would associate with a proper and prudently negotiated Real Estate rental contract. Especially not when the Lessor is a municipal government such as the City of Darien. To put I bluntly, given the no-bid, no revenue basis of the proposal, and the delayed availability of details for public review, the approach to this project could easily be viewed as having been, at best, rather rushed and flawed and, at worst, as being tinged with the appearance of potential insider politics and weak governance and stewardship by the Zoning Board and the entire City Council.

No further comments, items addressed above

In Summary, I feel strongly that both the Zoning Board and the City Council need to take a step back and carefully reconsider both the plan and the process for awarding this concession, and to consider the following contrary views:

- 1) No variance should be granted at the February 5 meeting of the Darien Zoning Commission.

Your comments will be forwarded into the record, to the Commission, Committee and City Council.

- 2) If such variance is recommended by the commission at this meeting, the full City Council should reject the variance as premature and make recommendations for further consideration of the City's options.

Please provide any additional feedback or options.

- 3) Any such concession by the City of Darien for the use of this or any other city-owned property by private individuals or for-profit organizations must include tangible, reasonable and fair financial compensation to the city and its taxpayers. To do otherwise would be nothing less than a breach of the City Council's

fiduciary duty to its taxpayer citizens.

City does not own, or maintain any land or signage.

- 4) Above all, the awarding of such a lucrative concession by the City of Darien MUST only be considered after conducting a fully transparent, open and free public bidding process. This concession is simply of too great a value to be granted as a no-bid, no revenue deal. I worry that to do otherwise could potentially open up the entire City Council to questions of impropriety in the awarding of the contract.

Same reply as above.

Thank you for taking the time to read this admittedly long note. I hope you and everyone on the Darien City Council will carefully consider my concerns while reviewing plans for this project.

Sincerely,

Chris Thomas



Darien

City Council Goal Setting Session Agenda

**Tuesday, October 29, 2019 - 6:30 p.m
Police Department Training Room**

Goal Setting Summary Memo

- 1 City Council Survey Review**
- 2 Community Events**
- 3 Resident Communications**
- 4 Economic Development Incentive Funding**
- 5 Environmental Activities**
- 6 Beautification Projects**

CITY OF DARIEN

MEMO

TO: Mayor Marchese, City Council, City Clerk, and City Treasurer

FROM: Bryon D. Vana, City Administrator

DATE: October 17, 2019

SUBJECT: Goal Setting Agenda– Tuesday, October 29, 2019, 6:30 p.m. PD Training Room

The agenda topics for the goal setting session scheduled for Tuesday, October 29, 2019, are listed below. Please note, an * indicates that back up material is included.

1 City Council Survey Review*

The staff conducted a survey of the elected officials and the results are included in the packet. The Council will have an opportunity to discuss the results and provide any additional feedback regarding their comments.

2 Community Events

The economic incentive agreement between the City and Carriage Greens allows the City to utilize the course grounds for community events. Festivals and events will give us the opportunity to continue to build a sense of community, foster pride within the community, and engage Darien residents.

Staff is seeking input and direction from the Council regarding interest and ideas for community events. The more common community events focus around food/drink, music, hobbies (car shows, dog palooza day), family events (movie nights, heritage celebrations, Police National Night Out), and seasonal events (fall fest, winter fest).

Specific discussion topics are:

- Types of events
- Number of events
- Goals for events
- Budget amount for events
- Potential partnerships with other local organizations
- Responsibility for planning, promoting, coordinating, etc, events which can be a significant amount of work

3 Resident Communications*

The City's primary source of communications include Direct Connect, Facebook, cable channel, website, twitter, and Neighbors of Darien magazine. Several of the Council members requested resident communications as a goal setting topic. The comments focused around enhancing our current communication efforts, updating our web site, and regular meeting with the other local taxing districts.

4 Economic Development Incentive Funding and Economic Development Committee (EDC) Projects

Treasurer Coren asked that the Council discuss the funding options for future economic incentives including how to replenish the amount the city already committed of the \$500,000 and what happens if those funds become fully depleted. This discussion will give staff direction as we begin to prepare for next year's budget. Additionally, Mayor Marchese wanted to update the Council on the projects the EDC is working on as well as reviewing the Committee's responsibilities.

5 Environmental Activities*

The City has engaged in many *sustainable community* programs in recent history. This topic will allow the Council to provide direction on any additional environmental policies and environmental health issues. Sustainability projects accomplished by the City include:

- Electronics Recycling Event (April 2018, October 2019)
- Rain Barrel (currently on display at City Hall since June 2018)
- Christmas Lights – recycling (last 4 years)
- Prescription Drug Drop Box (recent – July 2019)
- Sol Smart, bronze to silver
- Idling (revised ordinance March 2019)
- Sterigenics issue
- Monarch butterfly (Plainfield Road)
- Goodworx – Promoting their food
- Streetlights – LED (2016)
- City Hall/PD/Public Works – LED re-fixturing
- Environmentally friendly deicing applications in winter – more effective snow removal
- Road program – resurfacing using recyclables in the material
- Water plant – efficient pumping operations
- Stream bank inspections
- Building Codes (energy efficiency, water conservation, etc)
- Zoning Code Restrictions (Tier 2 chemicals)
- Water Leak Detection Program
- Mulch Program
- Public/Private Tree Planting Program
- Promote programs – ComEd Free Home Energy Assessments

Additionally, Alderman Chlystek identified environmental policies from Naperville and Downers Grove as good policies and those are also included in the packet.

6 Beautification Projects*

The City has completed a number of beautification projects including roadway landscape plantings, theme lighting, banners and welcome to Darien signs. Staff is seeking feedback to determine if the Council is interested in continuing to plan and budget for beautification projects. Included in the packet are the pages from Darien's Comprehensive Plan that discuss community corridor enhancement.

List of Requested Topics

COREN

How to Move Forward With Capital Improvement Fund – Emergency Reserve/Economic Incentive of \$500,000

- a. Does it get restored as Carriage Green's revenue pays back
- b. Where do new Economic Incentive Funds come if \$500,000 is exhausted?

GUSTAFSON

1. To increase the beauty and appeal of planted street medians and streetscapes within the City of Darien.
2. Promote and support Neighborhood Watch programs throughout the City of Darien.
3. Enhance the current communications strategy to get information out to its residents.

KENNY

1. Concrete Curb Cuts (Several sidewalks throughout the city end and should have a continuous route to parks and schools)
2. One Additional Police Officer per shift. I receive communication from residents that our officers aren't visible and with cannabis now legal in Illinois this may be a good time to discuss additional personnel.
3. Choose DuPage. Now that we have a new economic development committee I would like to see collaborative efforts with Choose DuPage

SULLIVAN

1. Growth of our community in terms of attracting new residents & businesses
2. Communication. Exploring alternatives and new ideas to reaching community members more frequently. Or even better use of current tools.
3. Establish a community connections group that meets quarterly or semi-annually with schools, park district, library, chamber, rotary, key non-profits etc. to discuss collaboration and support of our city.

CHLYSTEK

1. A city environmental policy to help reduce our carbon footprint and environmental impact. I will bring in a Copy of Naperville and Downer Grove policies. They have a good ones, and Downers have managed to reduce operating costs as well)
2. City compost pick up. I received this request from quite a few residents.
3. Review of bike markings between Cass and Clarendon hills on 79 street. Lots of bikers this summer, and reviewing if a painted bike lane might be if value.
4. Updated website. Residents concerns that ours seem dated.
5. Semi routing through town. This year I have received lots of complaints about semis illegally parked, and going wrong ways. I'll pass along some of the concerns later next week. On my side I will plan on calling Bolingbrook to understand how they address it. From what I hear they have introduced higher fines, and also tickets on trailers staying overnight to pay increased wear and tear on roads. I need to do more research on this one.

2019 Alderman Goal Setting Survey Results

1 Resident Communication

	Schauer	Vaughan	Kenny	Chlystek	Sullivan	Gustafson	Belczak	Coren
Direct Connect (DC)	B	A	A	A	B	A	A	A
Website	B	C	B	C	C	B	B	A
Neighbors Magazine	B	C	A	A	B	B	C	C
Cable Station	C	B	B	A	C	B	C	n/a
Staff Customer Service	A	A	A	A	A	A	A	A

Schauer – we need text messages info to send out. If someone says we already have it, I don't. We need more instant communication.

Vaughan – we should have more active & engaging social media presence (Facebook, Twitter)

Kenny – DC not only emails the notice but a history of connections is listed on the website. Website has a lot of great info just not very flashy. Neighbors Magazine has come a long way – an excellent resource. Staff deserves higher than an A

Chlystek – Adding some pizzazz to the website like other cities websites <https://www.naperville.il.us/>

Sullivan – all communication tools need updating and modernizing. Magazine needs to include pages for all schools and more organizations. DC should be condensed with hyperlinks – too long. Website needs a total redo – refresh – update. Very dated.

Gustafson – goal for 2020 should be to increase the level of communication to residents

Belczak – although Neighbor's Magazine is popular, everything is outdated by the time it reaches constituents; DC continues to be the most effective form of communication

2 Municipal Services

	Schauer	Vaughan	Kenny	Chlystek	Sullivan	Gustafson	Belczak	Coren
Street Repair	A	A	A	A	B	A	A	A
Storm Water Management	A	B	B	B	A	A	A	A
Street Cleaning	B	A	B	A	B	A	A	A
Parkway Tree Care	A	B	A	B	A	B	A	A
Snow Removal	B	A	A	A	A	A	A	A
Brush Pick Up	A	A	B	A	B	A	A	A
Sidewalk Maintenance	A	B	B	A	A	A	A	A
Multi-Year Planning of Municipal Capital Projects	B	A	A	A	B	A	A	B
Property Maintenance Enforcement	B	B	B	A	B	A	A	C
Monthly Economic Development Report	A	B	B	A	B	No grade	A	C
Monthly Property Maintenance Report	B	A	B	A	B	A	A	C

Schauer – we suffered some growing pains in snow removal this past year with some new hires. We will get that back to an “A”. I will always give property enforcement/maintenance a “B” because it’s an inherit system where both sides (notifiers and owners) feel like they are either being the bad guy or they are being targeted. The one thing I would recommend is that we have an automatic 2nd person come to people’s houses on major issues to help give suggestions on how to fix those issues. On monthly economic development report, I would give Steve an A+! The two things that I would recommend: 1) for multi-year planning, we, as a city, need to poll the aldermen and find out what each alderman believes is the best. Example, do businesses come first or is it the environment or what direction we need to go? I feel that everything we are doing now we have to adhere to the environment. If we do our job correctly, the environment will be taken care of. This is why I gave that a B. Finally, I want Dan Gombac to be in charge of municipal services for another 20 years (we know this won’t happen). I want Dan to take an active role in eventually finding his replacement. If Dan says he wants to be at Darien another 20 years (or even 30 years), then disregard this. Bottom line is I want Dan to name his replacement if he ever decides to retire because I don’t think we could fill his shoes without his input.

Kenny – street repair – reactive and quick. Parkway tree care – excellent job saving many trees from EAB. Sidewalk Mtce – not sure how this could be better without spending a great deal of money. MED Reports – good, basic info. Storm Water Mgmt – I have areas in my ward that flood with heavy rains. Snow Removal – best around. Planning of Capital Projects – lot of projects within budget. Property Mtce Report –good information. Street Cleaning is good just not often enough for higher grade. Brush pick up - again, not a lot of pick-ups in the year for higher grade. Property Mtce Enforcement – a good balance of neighborly and proactive enforcement.

Chlystek – if budget allows, a few more trees can be planted. On Farmingdale, a few trees I believe didn’t get mulched by contractor. With large rain events happening more often, looking at options to address the occasional storm drain overflowing might warrant consideration. Some trees appear to be dead on 75th but I believe they are county right-of-way

Sullivan –brush pick up should be every summer month. Would like executive summary of monthly property maintenance report. Need a better understanding of multi-year plan for streets.

Belczak – can’t say anything bad regarding Municipal Services

3 Administration and Finance

	Schauer	Vaughan	Kenny	Chlystek	Sullivan	Gustafson	Belczak	Coren
City Audit Process	A	A	A	A	A	No grade	A	A
Monthly Financial Reports	A	A	B	A	A	A	B	A
City Budget Process	A	A	A	A	A	No grade	A	B
City Financial Management	A	A	A	A	A	No grade	A	A

Schauer – we have tremendous checks/balances when it comes to city finances and we need to continue this. Believe me when I say that I was extremely happy when Mary replaced me as Chairman Admin/Finance. I say this not to justify that I am no longer the chairman (everyone knows I have no ego), but because I believe that chairmanship SHOULD change every 2-4 years so that a second set of eyes can take a look at the numbers in the city. The more transparent we can be when it comes to finances, the less we will get negative feedback from the residents. Nor would we ever get someone accusing us of impropriety.

Kenny – Audit – walk through City hall during summer when the auditors are present and then see the Afinished report a definite A. Monthly Financials – categories aren’t always clear. Budget Process – going through the budget line for line and taking ample time to discuss – great! City Financial Mgmt – plenty of eyes on what is happening.

Chlystek – seems to be working fine

Sullivan – I am new but thus far have been very pleased with reports, explanations and open communications.

Belczak – I'd like to see summaries of the monthly report reflecting good and bad trends regarding income and expenses; so we'd get a snapshot of whether we are staying on budget and bringing in the expected revenues.

Coren – would like to see more discussion on maintenance items in the budget

4 Police Services

	Schauer	Vaughan	Kenny	Chlystek	Sullivan	Gustafson	Belczak	Coren
Responding to Emergency Calls	A	A	B	A	A	No grade	A	A
Promoting Police Community Engagement	B	A	A	B	B	No grade	A	A
Proactive Crime Prevention	A	A	C	A	B	No grade	A	A
Traffic Enforcement	A	A	B	A	A	No grade	A	A
Police Staffing Level	?	A	B	A	A	No grade	A	A
Information Provided to the Public	B	A	A	A	B	No grade	A	B

Schauer – we will never do enough for community engagement. No matter what we do as a city, someone will have an issue with the police. The one thing we need to continue to do, is back our police. I question whether every alderman believes this 100% as I do, but that is my personal view. Again, I would recommend text messages to everyone for instant communication. This again should be our #1 priority for technology. Finally, when it comes to police staffing level, going forward, especially when it comes to this marijuana dispensary, we need to provide possible ancillary costs. If we need to hire 2 uniform police officers that will cost us \$280,000 a year, plus pension, to cover a new marijuana dispensary, then why are we approving this? We need to communicate this better to residents.

Kenny – Responding to calls – this is tough to gauge due to a third party receiving the actual calls. Traffic Enforcement – if we were to excel here would lacking somewhere else. I like the balance. Community Engagement – cop on the roof, night out. Police Staffing – would always like to see more staffing to cover vacations, sickness, FMLA etc. Crime Prevention – last thing I remember is the Lock It campaign

Chlystek – when asked, the police department always engages in the community. Good effort. I am only giving a B because I think we can find a few other ways to engage. Residents for some reason seem hesitant to call 911 at times. I am not sure if just scared or feel they don't want to bother the police. I believe working on eliminating that concern/feeling would help. Engagement in more events might help.

Sullivan – I think our police department is doing an excellent job. Would love to see cameras installed in/out of certain neighborhoods. Hold seminar for neighborhood watch. Be more proactive with community watch program.

Gustafson – I have not had enough exposure to these areas to rate or comment on

Belczak – No complaints regarding police

5 Miscellaneous Items

	Schauer	Vaughan	Kenny	Chlystek	Sullivan	Gustafson	Belczak	Coren
Staff Responsiveness to your Questions	A	A	A	A	A	A	A	A
Agenda Memos and Back Up Material Distributed for Council and Committee Meetings	A	A	A	C	A	A	B	A
Economic Development Program	?	B	N	A	B	B	B	C

Schauer – the jury is still out on the EDP. I think it was needed for Carriage Greens but if it gets to the point where everything is a handout for businesses, it will be a nightmare.

Kenny – Economic Development – too new to grade. Side note: rewrite the ordinance to include non-Darien residents for COY

Chlystek – For the Carriage Greens vote, I was taken back a bit how residents brought more information forward that council didn't know. For example, gaming revenue that wasn't in the packet, but a resident was able to provide. This would have been beneficial. As an example, if they received a \$100K in gaming, and if they anticipate that the improvements would bring 20% more people, then one could assume Carriage Green would potentially have \$20K more in revenue to pay off the loan. This would have been beneficial information in the decision-making process for members.

Sullivan – Need to educate community on what EDC means and how it benefits our city.

Belczak – Replenish economic incentive/emergency funds back to \$500K ASAP

Coren – Economic Development is very new and too focused on financial incentives which have almost been exhausted just as the revamped committee has just been established

Top Priorities

Schauer -

- 1) finding top notch replacements for our people (hoping Bryon, Dan and Greg never retire, LOL) but in case they do, that we have the right people to take over
- 2) business developments, WITHOUT necessarily having a committee to recommend money
- 3) need to establish the direction of the city, we need to speak in “one voice” (all of us as elected officials) what we want. If we can't do that, then we need to communicate that to the residents on a regular basis

Vaughan –

- 1) improve community engagement and awareness through social media and also creating a text alert campaign. Text alerts is the way to go to really engage and reach more residents. I believe this will increase resident participation in surveys and broaden awareness about activities in the community
- 2) improve safety for residents along Clarendon Hills Road between 67th Street and Plainfield Road, particularly (i) intersection of 67th Street and Clarendon Hills Road where accidents and near accidents occur too frequently and (ii) install sidewalks on the east side of Clarendon Hills Road (there is no safe way to cross Clarendon Hills Road that entire strip between 67th and Plainfield)

3) focus on environmental health and outdoor access. Especially after learning that our residents have been exposed to harmful toxins in our air for 30+ years, I think Darien could become a leader in focusing on environmental issues. For example, banning/reducing the use of dangerous pesticides in our public spaces, parks and playgrounds. Darien also has beautiful and unique outdoor spaces. We should do more to highlight Waterfall Glen, including making it more accessible to families with parking and sidewalks.

Kenny -

- 1) annexation
- 2) reduction of elementary school districts
- 3) homeowner incentives for home improvement and curb appeal

Chlystek -

- 1) Bring in new residents of course. Very open for suggestions.
- 2) Marking the City. We already have made a good start with the video. Also, promoting our lower taxes as well and city services. I believe we are a good value for residents.
- 3) Incorporating an environmental policy – which I believe we have started
- 4) We have many water main leaks. I'm not sure if there is a way to address it long term proactively? (For example, 4 water breaks at the end of my blocks)

Sullivan -

- 1) growth and sustainability of our community (residents – businesses)
- 2) safety of residents especially with cannabis law
- 3) connecting all areas in community and having either quarterly or bi-annual meeting

Gustafson –

- 1) maintain and promote business in Darien
- 2) Promote marijuana sales and related taxes
- 3) increase resident involvement

Belczak -

- 1) maintaining low business vacancies
- 2) exploring new 21st century businesses
- 3) grow economic development

Coren –

- 1) police/safety
- 2) streets, sidewalks and infrastructure (sewer, water)
- 3) snow management

Suggestions to improve city services

Schauer –

- 1) text messages to residents on what is going on in the city
- 2) better feedback program for possible resident complaints
- 3) need to revisit how we do snow removal – again, too many new hires.

Vaughan – communication media/text alerts

Kenny -

- 1) Ask the residents what they want to see
- 2) Neighborhood watch programs for both police and municipal services. Help identify issues
- 3) Collaboration with other government agencies for different resources

Chlystek – potentially a 4th branch pick up service if budget allows

Sullivan – 1) communication updates: new website
2) engage a community services coordinator for events
3) promote more about cost sharing with residents for projects

Gustafson – 1) increase the involvement of citizens
2) promote neighborhood watch programs throughout the city
3) beautification of roadsides

Belczak - 1) target new capital improvements after ditch program completes
2) add additional street lights

Coren – We do a great job now. I think we need to communicate what these services are with the public.

From: [Dan Gombac](#)
To: [REDACTED]
Cc: [Eric Gustafson](#); [Tom Belczak](#); [Michael J. Coren](#); [Mary Sullivan](#); [Lester Vaughan](#); [Joseph Kenny](#); [Thomas Chlystek](#); [Bryon Vana](#); [Joseph Hennerfeind](#); [Lou Mallers](#); [Ted schauer](#); [Joe Marchese](#)
Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield
Date: Monday, February 3, 2020 7:34:53 PM

Good evening Chris,

Thank you for your e-mail and understanding. Again, feel free to call me or any of Staff members any time.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

**To receive important information from the City of Darien sign up for our electronic newsletter:
DARIEN DIRECT CONNECT
Follow the link and subscribing is simple!**
<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: [REDACTED]
Sent: Monday, February 3, 2020 6:15 PM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Eric Gustafson <egustafson@darienil.gov>; Tom Belczak <tblczak@darienil.gov>; Michael J. Coren <mjcoren@darienil.gov>; Mary Sullivan <MSullivan@darienil.gov>; Lester Vaughan <lVaughan@darienil.gov>; Joseph Kenny <jkenny@darienil.gov>; Thomas Chlystek <TChlystek@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Joseph Hennerfeind <jhennerfeind@darienil.gov>; Lou Mallers <l.mallers@comcast.net>; Ted schauer <tschauer@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>
Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield

Dan,

Thanks for your note. And for your patience and your forbearance. It appears I owe you and everyone on this thread a major apology for over-reacting based upon a serious misconception.

I was working under the belief, based in part on the zoning variance request having been signed by you, that it was the city which owned the property on the periphery of the corner and that easement had been granted by the mall owner for the City to further encroach on the mall in order to accommodate the signage, as opposed to the other way around.

Given that this is not the case, clearly my concerns are invalid and moot.

Again, please accept my apology for injecting unnecessary and unwarranted concerns into to the discussion and adding to your workload. I do hope to be able to attend on

Wednesday, if at all possible.

Sincerely,

Chris Thomas

ADDITIONAL DOCUMENTS
PLANNING AND ZONING COMMISSION
February 5, 2020

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Additional Documents

1. LED Billboard Sign Brightness & Capabilities
2. Signage Rendering w/ water feature.

January 20, 2020

Subject: LED Billboard Sign Brightness & Capabilities

Brightness Levels: The brightness level of all Watchfire digital billboards is pre-set at the factory not to exceed 7,500 NITS during daytime operation and 300 NITS during nighttime operation. These settings are compliant with standards as established by the Outdoor Advertising Association of America (OAAA). Both day-and-night maximum brightness is capped via software and cannot be brightened in the field.

A NIT is a measure of luminance and normally used to express the brightness of LEDs. LED sign brightness is commonly converted from NITs to foot-candles. Foot-candle measurements are generally taken at night from a distance of 100 feet or more. Watchfire billboard displays will not illuminate more than 0.3 foot-candles above ambient light when measured at night at a specified distance.

Automatic Dimming Capability: All Watchfire digital billboards automatically adjust their brightness as ambient light levels change. A 100-step photocell automatically and immediately adjusts the sign's light levels during storms and at dusk. At night, the LED operates at approximately 4% of its' daytime maximum brightness. The night time percentage varies based on ambient light conditions. A billboard operator can adjust the billboard to run dimmer than the standard established by the factory, but not brighter.

Hold Time: The hold time for an advertisement is controlled by the billboard operator and can be adjusted to standards established by local regulation. Most require an ad to hold for a minimum of 6-8 seconds. Tests run by the OAAA indicate a dwell time of 8 seconds is optimum for conveying the information in an advertisement in a safe manner. Watchfire billboards have no animation, flashing, or scintillating capabilities and can only display static messages at the preset dwell times.

Transition settings: All Watchfire billboards are designed to change from one ad to the next instantaneously. This cannot be changed by the billboard operator. The boards have no transition capabilities between slides such as slide-ins or slide outs similar to PowerPoint type presentations.

I hope this information has been of assistance. If you have questions or need more information please do not hesitate to contact me.

Thank you,

Ray Digby

ray.digby@watchfiresigns.com

Phone: (800) 637-2645

Fax: (217) 442-1020 | watchfiresigns.com

Explanation of OAAA Recommended Brightness Guidelines

There are at least two ways to evaluate the brightness of a LED digital display. A preferred method uses a footcandle meter to determine the amount of light that reaches various points in front of the digital display. A second method uses a luminance meter (frequently called a nit gun) to determine the amount of light emitted by a light source.

Explanation of Footcandles vs. Nits

A brightness standard measured in nits (candelas/square meter) typically contains a maximum value for daytime and nighttime. The footcandle standard has only one value but is measured from different distances based on display size.

An LED sign generates luminance at the source (measured in nits), but this raw source is not what the human eye sees from a distance. The human eye sees illuminance (measured in foot candles) from a point at a certain distance from the LED sign. Illuminance is greatly affected by ambient light and surrounding conditions. As such, it is usually preferred by regulators.

Q: What is the definition of Luminance¹?

lu·mi·nance/'lumənəns/ [loo-muh-nuhns]—noun

1. The state or quality of being luminous.
2. Also called luminosity, the quality or condition of radiating or reflecting light: the blinding luminance of the sun.
3. Optics - The quantitative measure of brightness of a light source or an illuminated surface, equal to luminous flux per unit solid angle emitted per unit projected area of the source or surface.

Q: What is the definition of Illuminance?

/i'lumənəns/ Compare irradiance E v, Sometimes called: illumination the luminous flux incident on unit area of a surface. It is measured in lux²

Q: What is a foot candle?

n. (Abbr. fc or ft-c)

[foot-kan-dl]
noun Optics.

A unit of illuminance or illumination, equivalent to the illumination produced by a source of one candle at a distance of one foot and equal to one lumen incident per square foot. Abbreviation: FC³

Also:

A unit of illuminance on a surface that is everywhere one foot from a point source of one candle⁴

¹ Dictionary.com <http://dictionary.reference.com/browse/luminance?s=f>

² Dictionary.com <http://dictionary.reference.com/browse/illuminance?s=ts>

³ Dictionary.com <http://dictionary.reference.com/browse/foot+candle?s=t>

⁴ TheFreeDictionary.com <http://www.thefreedictionary.com/Footcandle>

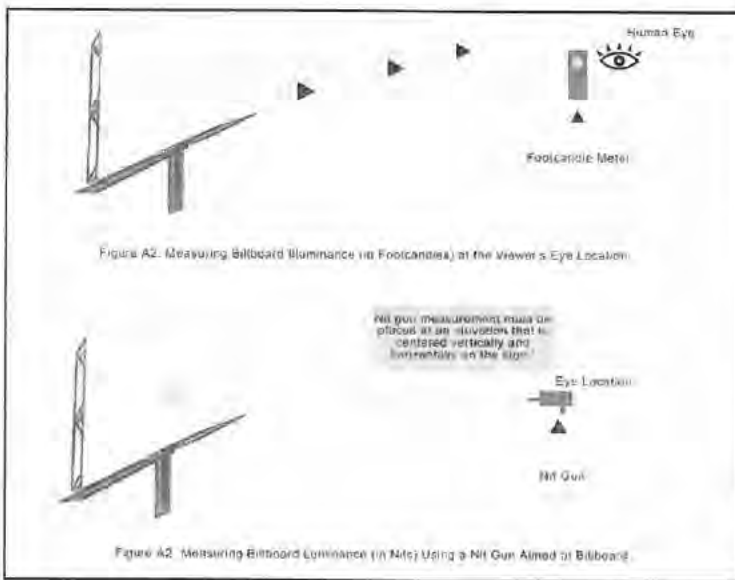
Q: What is a nit?

A:

noun Physics.

a unit of luminous intensity equal to one candela per square meter. Abbreviation: nt⁵

-A unit of illuminative brightness equal to one candle per square meter, measured perpendicular to the rays of the source.⁶



⁵ Dictionary.com <http://dictionary.reference.com/browse/nits?s=t>

⁶ TheFreeDictionary.com <http://www.thefreedictionary.com/nit>

⁷ Nit gun readings are most accurate when the readings are taken directly perpendicular from the light source. As a result, the best place to take Nit gun readings is from a elevated height perpendicular to the digital display. If this is not possible, moving back from the digital display 350' to 500' on the center line will minimize the loss of accuracy. However, the distance away from the digital display cannot cause the nit gun measurement circle to fall outside the lighted digital billboard face.

-Source: Dr. Ian Lewin, Ph.D. Lighting Sciences, Inc. Digital Billboard Recommendations and Comparisons to Conventional Billboards.

Why use Foot candles over Nits as a unit of measurement?

- Foot candles measure the variance from ambient light. This assures a government that the sign will not be too bright for conditions. At different parts of a day the ambient lighting can be significantly different with clouds or fog. Conversely, the same can be true about nighttime conditions when an adjacent commercial lot turns on or off their parking lot lighting. Regulation using Nits merely sets a maximum and minimum level for day and night time conditions. Using the foot candle standard will not allow the sign to be too bright under a variety of conditions. (See Figure A2)
- Nits measure the brightness of the light at its source, without regard to ambient light. Establishing a lighting standard that ignores the brightness of the area (ambient light) allows the digital billboard to be too bright in dark environments and too dim in highly illuminated areas. In other words, fixed nit standards can allow the digital to operate at significantly higher luminance than is needed over the course of a 24 hour period.
- Nits: To measure nits you need to be directly perpendicular to the sign to measure, and get an accurate measurement. This is factored horizontally and vertically. There is a little bit of leeway on angle. Nits are directional in nature and billboard signs are usually aimed directly at the middle of the roadway. This in many cases puts the person performing the measurement in the travel lanes. In addition, due to the height of the average digital billboard a truck with a man-lift may be required. There is no specified distance you must be away from the sign to measure. (See Figure A2)
- Footcandles: With the footcandle standard you should be as perpendicular to the face as you can, but you do not have to be, to get a valid, accurate measurement. Footcandles can be measured multi directionally. You can take measurements at an angle to the sign face and receive valid measurements. The distance from which to measure is set at 250 ft away from the sign face for 14 x 48 size. This gives a regulator more options on places to stand.
- This makes the footcandle standard superior in ease of implementation. But even if we assumed they are both different, but similar in this regard, other more important factors tip the scales.
 - The footcandle standard is more restrictive in terms of lighting allowed, in a variety of conditions. As such, is usually preferred by regulators once they are educated on the differences.
 - The industry footcandle standard is tied to a required light sensor and dimming software.
 - Footcandles measure what the driver sees through their windshield in terms of light, where his car is.
 - Nits measure the light emanating from the sign face, typically a few hundred feet away. Not necessarily what the driver is seeing.
- It also can benefit a government to use foot-candles instead of Nits as Nit guns are very expensive (estimated cost \$3,000.00). Light meters can cost as little as \$250.00.

There are 3 necessary components to insure a digital billboard will never be too bright for conditions.

1. Maximum brightness limits incorporating a footcandle standard
2. An ambient light sensor installed on the sign structure
3. Dimming software

The ambient light level of a digital billboard will not vary significantly from that of a traditional billboard display and, in many cases it will be less. The light output levels will be set to be appropriate for the surroundings.

OAAA recognized/member companies utilize a photocell on digital billboards so that the display will easily be seen by motorists under changing light conditions. Sophisticated dimming software constantly changes the brightness of the display in response to changing ambient lighting conditions. This insures a digital billboard will never be too bright for conditions.

The range of brightness varies greatly between daytime and nighttime conditions. In bright daylight, the unit must have higher intensity in order to be seen. During darkness conditions, the brightness can be set low and still be easily seen by motorists.

Why was 0.3 Footcandles chosen as the limit?

The 0.3 footcandle maximum illuminance level was carefully derived from a report completed by a former president of the IESNA.⁸ The recommended technique is based on accepted IESNA practice for "light trespass."

The Outdoor Advertising Association of America (OAAA) commissioned Dr. Ian Lewin, in 2008 a principal at Lighting Sciences, Inc., Scottsdale, AZ, to recommend criteria for brightness levels on digital billboards⁹. The standards are designed to minimize the risk of glare or unreasonable driver distraction.

Footcandle measurements are commonly used throughout the United States. Footcandle measures are widely used in the lighting industry, photography, film, television, conservation lighting, and construction related engineering and building code regulations¹⁰. In addition, footcandles are frequently cited in OSHA regulations. The OAAA believes that these lighting standards reflect the best practices of the Out of Home Industry.

⁸ IESNA - Illuminating Engineering Society of North America

⁹ Digital Billboard Recommendations and Comparisons to Conventional Billboards, by Dr. Ian Lewin Ph.D., FIES, L.C. Lighting Sciences, Inc., 7826 East Evans Road, Scottsdale, Arizona 85260

¹⁰ wikipedia.org/wiki/Footcandles

Appendix

OAAA Recommended Brightness Guidelines

Criteria #1 - Lighting Standards – Measurements:

The industry recommended criteria follows the lighting standards established by the Illuminating Engineering Society of North America (IESNA). The OAAA and member companies voluntarily adhere to the following guidance.

Recommended regulatory criteria:

Lighting levels should not exceed 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a pre-set distance.

Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign. Measurements should be taken as close to perpendicular to the face as practical.

Measurement distance criteria:

Nominal Face Size	Distance to Measure From
12' x 24'	150'
10'6 x 36'	200'
14' x 48'	250'
20' x 60'	350'

Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
300-385 square feet	200 feet
200-300 square feet	150 feet

Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3
200	0.17
250	0.11
275	0.09
300	0.08
325	0.06
350	0.06
400	0.04

(B) For changeable message signs greater than 300 square feet but less than or equal to 385 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	1.2
125	0.77
150	0.53
200	0.3
250	0.19
275	0.16
300	0.13
325	0.11
350	0.1
400	0.08

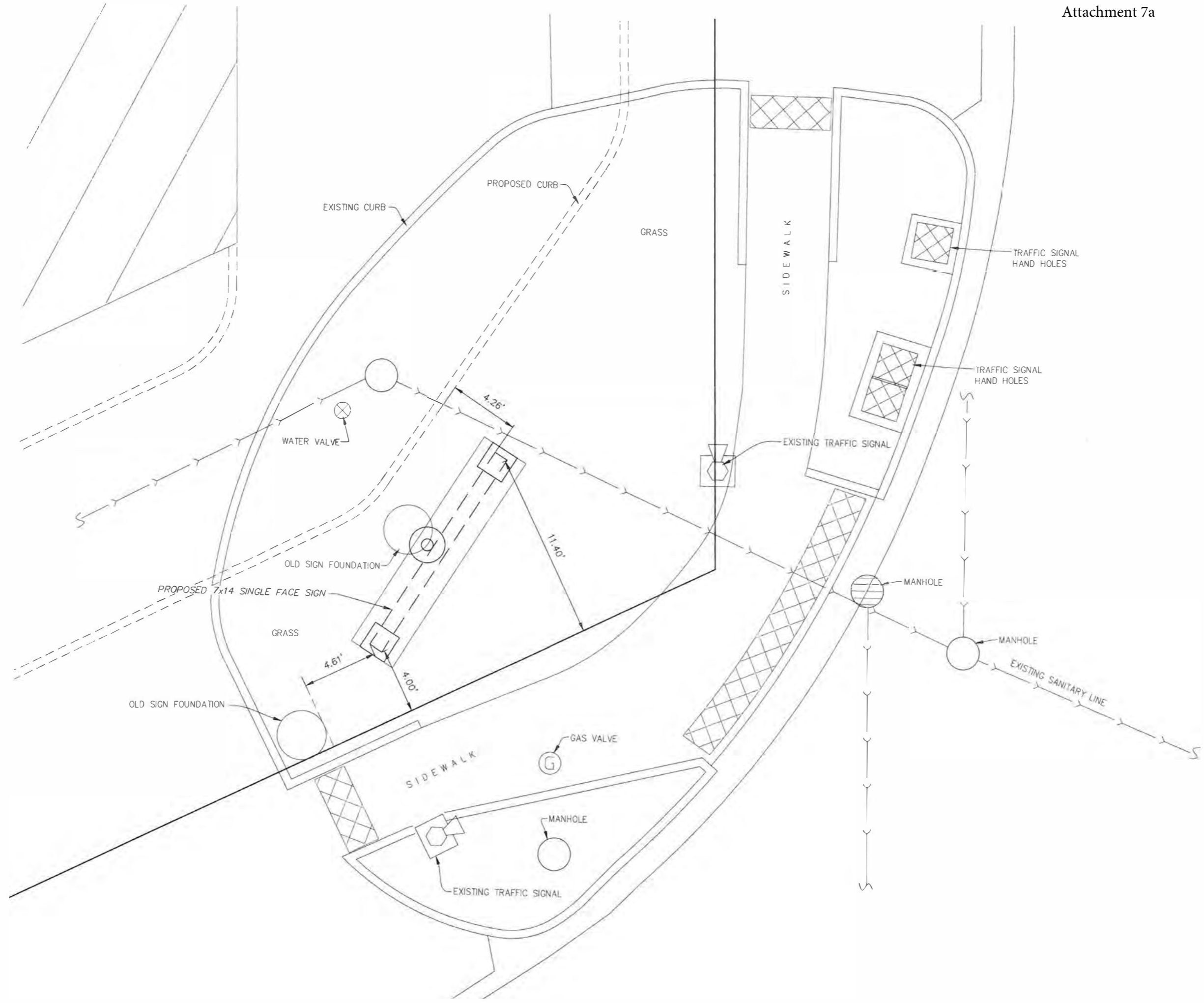
(C) For changeable message signs greater than 385 square feet but less than or equal to 680 square feet:

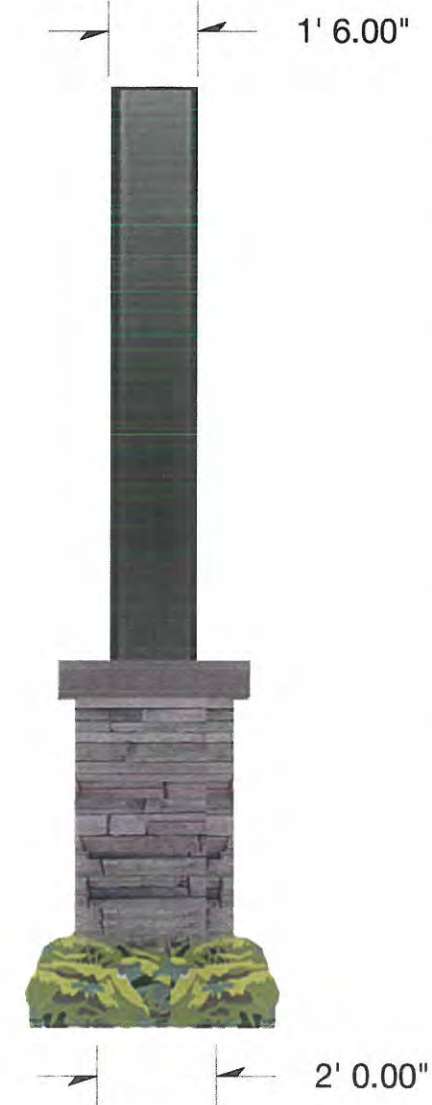
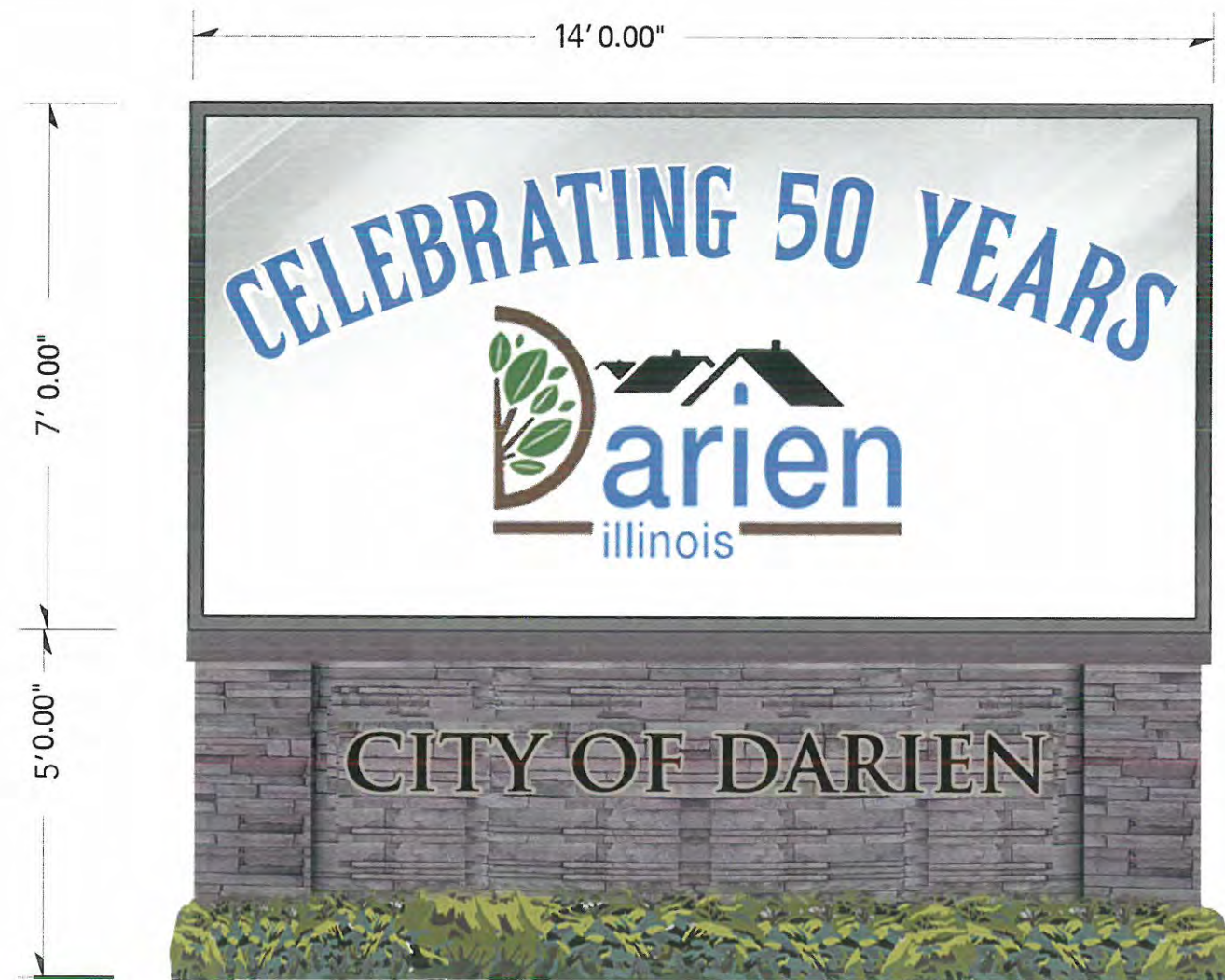
Alternative Measuring Distance	Prescribed Foot Candle Level
100	1.88
125	1.2
150	0.83
200	0.47
250	0.3
275	0.25
300	0.21
325	0.18
350	0.15
400	0.12

(D) For changeable Message Sign greater than 680 square feet: Alternative Measuring Distance:
Prescribed Foot Candle Level:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	3.675
125	2.35
150	1.63
200	0.92
250	0.59
275	0.49
300	0.41
325	0.35
350	0.3
400	0.23
425	0.2
450	0.18
500	0.15







(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER

EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0" h x 14'-0" w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V
U.L. ELECTRICAL #E154882



PHONE:
815.725.9080
FAX:
815.725.7543
EMAIL:
SIGNS@EXPSIGNS.COM
ADDRESS:
212 AMENDODGE
SHOREWOOD, IL
60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:
1/4"=1'

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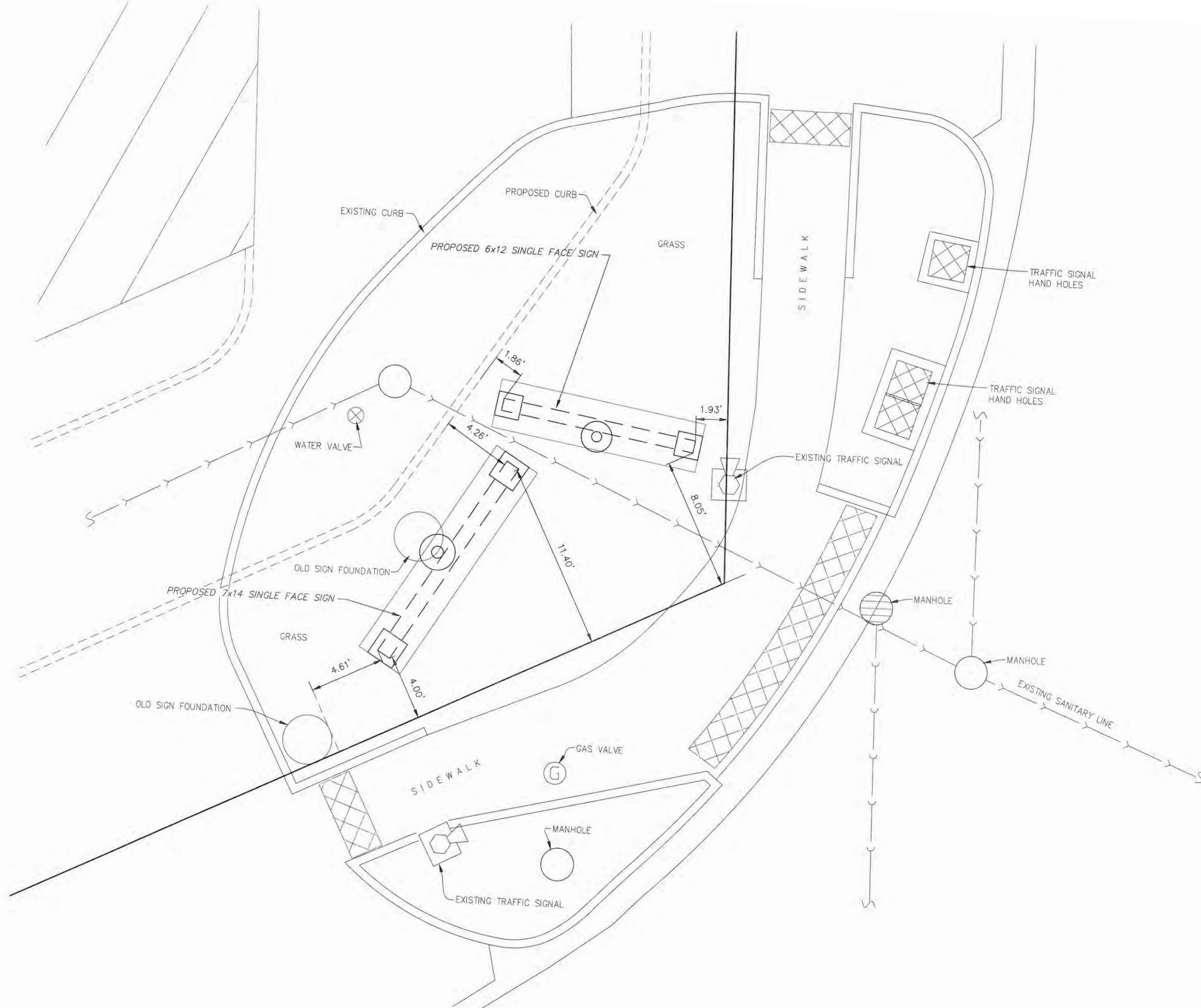
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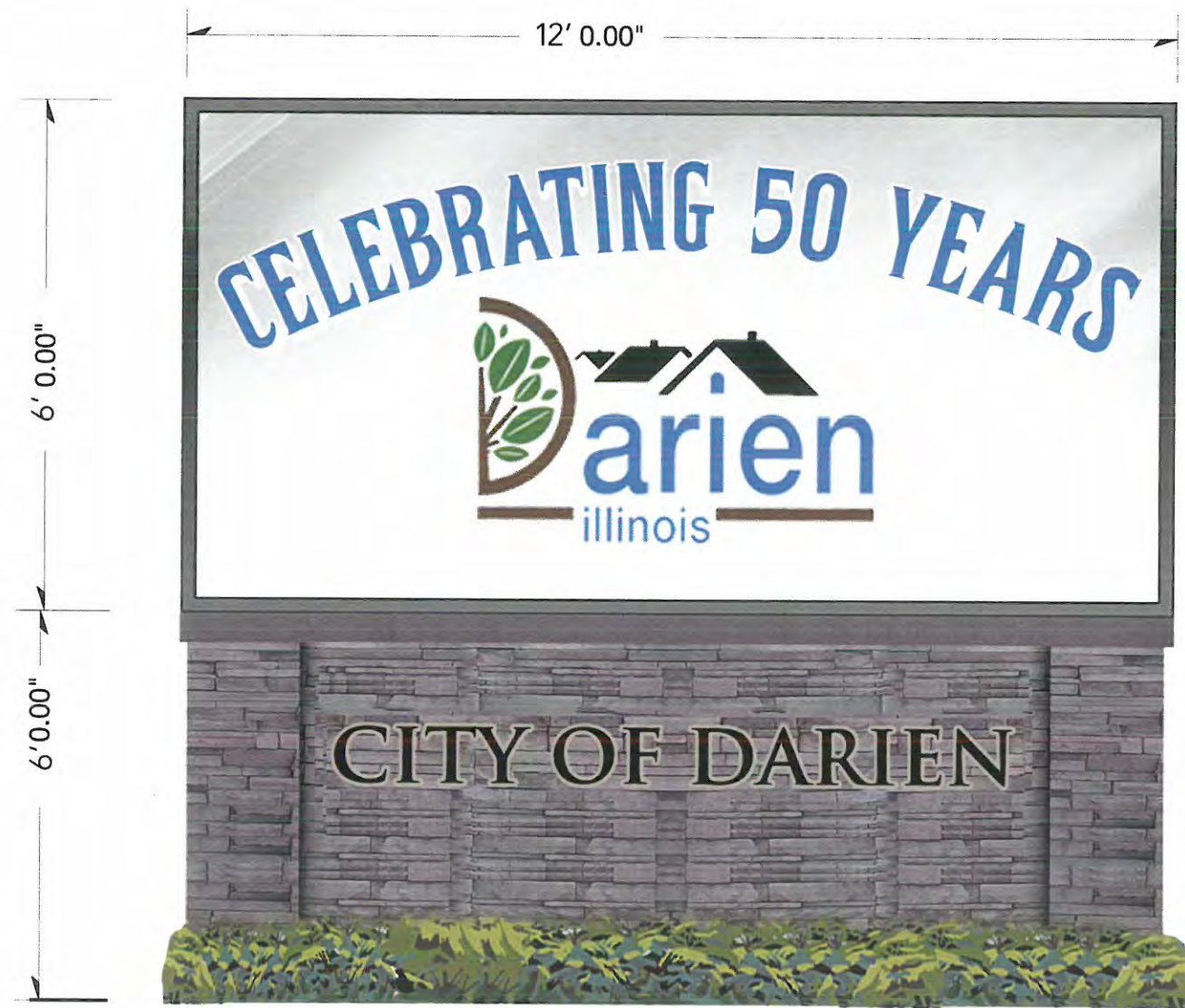
APPROVED BY:

DATE APPROVED:

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(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER

EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V
U.L. ELECTRICAL #E154882



PHONE:
815.725.9080
FAX:
815.725.7543
EMAIL:
SIGNS@EXPSIGNS.COM
ADDRESS:
212 AMENDODGE
SHOREWOOD, IL
60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:
1/4"=1'

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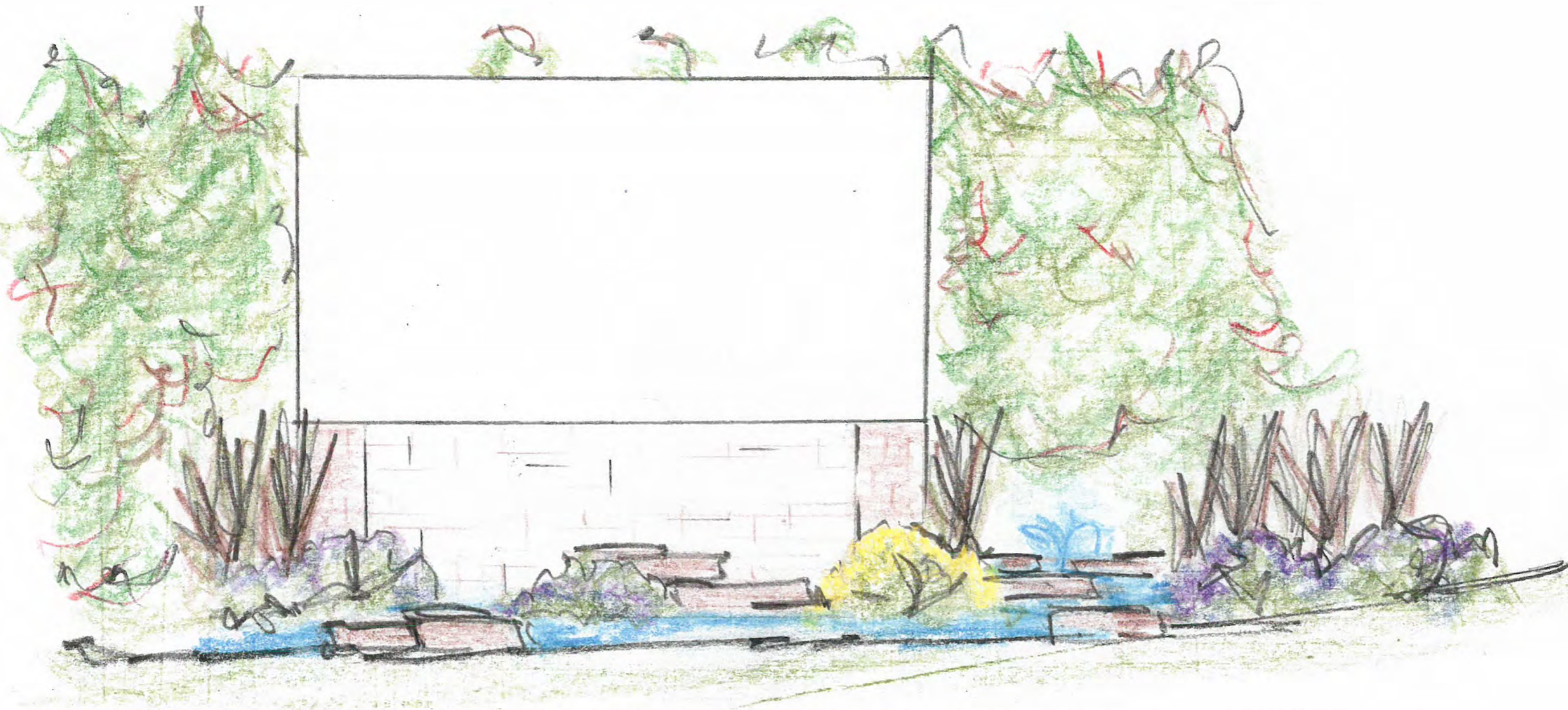
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DATE APPROVED:

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**MINUTES
CITY OF DARIEN
PLANNING & ZONING COMMISSION MEETING
February 5, 2020**

PRESENT: Lou Mallers-Chairperson, Michael Desmond, Robert Erickson, Steve Hiatt, Julie Kasprowicz, Brian Gay, Hilda Gonzalez, Brian Liedtke, Ralph Stompanato

ABSENT: None

OTHERS: Joseph Hennerfeind-City Planner, Mayor Joseph Marchese

Chairperson Lou Mallers called the meeting to order at 7:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present and swore in the audience members wishing to present public testimony.

REGULAR MEETING:

A. Public Hearing PZC 2020-01 Case: PZC 2020-01 7532 South Cass Avenue (Sign Variations) Petitioner City of Darien requests approval to permit the construction of 2 (two) electronic message board signs adjacent Cass Avenue and Plainfield Road, located within the B-2 Community Shopping Center Business District.

Chairperson Lou Mallers reported that correspondence was received from a resident to an Alderman that they are not in favor of an electronic message board or electronic sign. He further reported that another resident spoke with Mr. Dan Gombac, Director and that he had concerns but after speaking with Dan was less concerned.

Mr. Joe Hennerfeind, City Planner reported that the subject property is located on the west side of Cass Avenue, north of Plainfield Road. He reported that this site is considered a gateway property and that staff has worked with the property owner to secure easement rights at the corner for ground signage.

Mr. Hennerfeind reported that staff envisions the area as a high-quality entry feature with the desire for an electronic message board sign. He reported that the proposal will be similar to the signs that the billboard company has in Bolingbrook at the corner of Boughton Road/87th Street and Janes Avenue. Mr. Hennerfeind reported that Chicago Billboards is the signage company who will build, finance and maintain the sign in return for local advertising rights.

Mr. Hennerfeind reported that the site itself is limited in space, with setback variations that were granted for the construction of the commercial building. He reported that in an effort to make the signage viewable to multiple perspectives, two separate signs are needed in lieu of one sign with two sides with sign "A", the smaller of the two signs, viewable when heading south on Cass Avenue and sign "B" facing the corner of Cass and Plainfield, allowing visibility to those heading southwest on Plainfield and north on

Cass. He further reported that neither sign can be seen when heading northeast on Plainfield.

Mr. Hennerfeind reported that the proposed signs would be constructed on brick bases similar and compatible to the brick used on the adjacent commercial building. He reported that landscaping and further design features would be coordinated by the City, including a planned water feature integrated into the base to match the water feature across the street.

Mr. Hennerfeind reported that the height variation for the sign has been increased to 14', where elevations currently show 12' and that the base of each sign would be adjusted as needed to ensure proper visibility. He reported that a draft of the lease agreement was included in the staff agenda memo illustrating the general parameters for advertising. He further reported that images and messages would be not less than 10 seconds per image which is a standard that needs to be followed per the Illinois Department of Transportation (IDOT), and that each sign would rotate 8 images, repeating the images every 80 seconds.

Mr. Hennerfeind reported that the City will be entitled to one 10 second position for community engagement messages and that the two businesses located on the property and Brookhaven Marketplace will be entitled to one 10 second position to share. He reported that there is also an opportunity for reduced advertising rates for other tenants at Brookhaven Plaza and any nonprofits.

Mr. Hennerfeind reported that the City is interested in providing a community digital network as a new communication tool for events, public meetings, and alerts throughout the year. He reported that staff also feels that placing this at a prominent corner will create additional civic engagement as is has proven for other local communities.

Mr. Hennerfeind reported on the variations and stated that the variations represent permissions to both code prohibitions, and size, setback and height parameters. He reported that the electronic message board is not a permitted sign within Darien, although past variations have been approved, most recently, variations granted for a 23'-4" sign at 6710 Route 83 and Chuck's at 8025 South Cass Avenue. He further reported that with this type of signage, which has electronic changeable copy, an additional variation is needed to the illumination's standards.

Mr. Hennerfeind reported that while images would change every 10 seconds, the requested approval would abide by conditions placed on other approved signs, such as prohibitions to motion and animation, and general requirements to meet code illumination standards and that the sign will be equipped to dim in the evening and low-light conditions. He reported that while two signs are permitted on a corner property, they both exceed the 12' maximum height, and the 60 square foot maximum size and that the request is to ensure that the signs can be read from a distance and that vehicles do not block the images. He further reported that staff believes that the two marquee signs do not contain tenant panels for the proposed businesses on the property, although they will have rights to advertise through the electronic message board.

Mr. Hennerfeind reported that directional signage advertising the businesses could be permitted if under four square feet, and on the existing ground signs for Brookhaven Plaza. He reported that a future variation may be requested for a ground sign closer to the entry from Cass Avenue if signage is determined inadequate. He reported that a setback requirement of 4' from the property line cannot be met, and that the signage would not conflict with sight triangles required at an intersection. He further reported that the proposed landscape and water feature would soften the overall bulk, which would also serve as a screen to the adjacent drive-through on the property. Mr. Hennerfeind reported that the water feature may be a shared expense with the City and the vendor.

Chairperson Mallers opened the meeting to anyone wishing to present public comment.

Mr. Ron Price, Darien stated that his home is close to the corner. He stated that listening to the discussion is a cause for pause and requires 6 variances with potential for other variances. Mr. Price stated that he is concerned with traffic and the signs being visually disruptive. He stated that a digital advertising sign is not needed for that corner.

Mr. Chris Thomas, Darien stated that he was the person who sent in his concerns and appreciated staff responding. He stated that he still has concerns with the area being so dense and questioned what value the City is receiving to grant the variances. He questioned the financial benefits to Chicago Billboards and that there needs to be a little more give and take.

Mr. Bill Przbyski, BRT Outdoor LLC (Chicago Billboards) stated that they operate over 30 signs throughout the western suburbs. He stated that they have not received a single complaint regarding traffic accidents due to looking at the sign. Mr. Przbyski stated that they follow the IDOT guidelines and monitor the signs 24 hours a day and store parts at their facility for quick repairs.

Mr. Przbyski stated that all agreements are standard and that they offer the space or \$6,000 per year and that there are no negotiations for pricing. He stated that 90% of the municipalities take the slot.

Commissioner Desmond questioned if advertising will be different.

Mr. Przbyski stated that the signs will be different, and that one sign will not be viewable from the other location.

Commissioner Desmond questioned if the proposal was contingent upon having two signs.

Mr. Przbyski stated that staff looked at having three sides and that it was not possible because of the property size. He stated that they worked together to have two faces for the site.

Commissioner Kasprovicz questioned the \$6,000 and if advertising will be done outside of Darien.

Mr. Przybylski stated that the cost is \$6,000 or one advertising slot. He stated that advertising pricing is based on the size and can be \$700 to \$900 per slot for one month. He further stated that there is a lot of potential for advertising in Darien and that he does not feel that going outside of Darien will be necessary.

Commissioner Liedtke asked for an estimate of cost to construct.

Mr. Przybylski stated that the cost to construct is \$100,000 - \$150,000.

Commissioner Liedtke stated that the cost to construct is paid off in one year. He questioned the benefits to the City and if there were shared revenue discussions.

Commissioner Kasprowicz questioned if the sign could be synced with the red and green lights.

Mr. Przybylski stated that he was not sure if syncing with the traffic lights is possible. He stated that most lights are programmed with 60-80 second spans.

Commissioner Kasprowicz asked how long BRT has been in business. She asked what happens to the sign should the company fold.

Mr. Przybylski stated that there are three partners and that they have been in business for 7 years. He stated that he hoped the company will not fold but should that happen that there is language in the lease indicating that BRT would remove everything and leave the area the way it was.

Commissioner Gonzalez stated that a 25-year lease was a long time. She questioned if it could be less.

Mr. Przybylski stated that all the leases are 20 years or longer. He stated that refacing has to be done after 10 years.

Commissioner Kasprowicz questioned why the two signs were different in size. She asked if it's possible to build without a need for the height variation.

Mr. Przybylski stated that the size and orientation will be the same height. He stated that the water feature is included in the dimensions.

Mr. Hennerfeind reported that there is a sewer line that is an issue and the reason why there is separation.

Commissioner Hiatt questioned how the size was determined. He stated that the size is big.

Mr. Przybylski stated that they had the site surveyed and that they spent a lot of time on the site looking at the traffic lights, size and orientation and presented live photos to the City.

Commissioner Hiatt asked for comment from the landowner at Brookhaven.

Mr. John Manos, Brookhaven Plaza stated that he loved the idea of the water feature and that the signage would be a complement of what is across the street. He stated that the signs may be too big and that 12 feet would be more uniform.

Mr. Hennerfeind reported that the signs were designed around the sewer line and they will serve as a screen for the Dunkin Donuts drive-thru headlights.

Commissioner Liedtke stated that this is an advertising sign and he still has the same concerns for that corner.

Mr. Price stated that this is an advertising billboard and that a nice gateway sign is preferred. He stated that the Committee should Google message boards and that there are many mixed messages.

There was more discussion regarding the size of the signs and if there should be one sign or two.

Commissioner Gonzalez asked why the large sign that is at Brookhaven can't be used.

Mayor Joseph Marchese stated that the City staff has worked many hours looking at this location as the element of Darien entryway. He stated that the two corners need to complement one another and that the goal is to create something different. Mayor Marchese stated that the City staff is pushing this and that this will be a communication source for residents who do not have a cell phone or computer. He stated that this is also a way for the non-profit organizations to advertise.

Chairperson Mallers asked if the Old Lace School location would be a potential site for a sign.

Mayor Marchese stated that he cannot answer about the future of Old Lace School but that he discussed the signage with the Park District Executive Director, and they are very interested.

Commissioner Desmond stated that he is struggling with the two signs and the safety issue. He stated that one sign will fit better and can accomplish the same.

Mr. Hennerfeind stated that staff initially thought that a 3-sided sign would work, but site constraints resulted in the two-sign design, and that there was never any internal discussion for one sign.

Commissioner Hiatt stated that two signs will look silly and it is just too tight.

Commissioner Gay stated that he was not in favor and that there is confusion between a gateway sign and an advertising sign. He stated that there is more value having the signs at a different site.

Commissioner Liedtke and Commissioner Stompanato agreed with Commission Gay.

Commissioner Liedtke suggested a motion to reject the application for the 6 variances and propose a new design front center single sign.

There was some discussion regarding the timing of building the site and if a continuation of the sign proposal would delay construction followed by more discussion on one sign versus two signs and other locations within Darien.

Commissioner Hiatt suggested getting rid of the sign southbound and move the other one a little north.

Commissioner Erickson suggested that the petitioner's engineer look at the sewer line again.

Mr. Przbyski stated that most of the gateway signs in Darien are not near businesses and the signs are regulated by IDOT which limits certain locations.

There was no one else wishing to present public comment.

Commissioner Desmond made a motion and is was seconded by Commissioner Liedtke to continue Public Hearing PZC 2020-01 Case: PZC 2020-01 7532 South Cass Avenue to the next meeting date to give the City opportunity to redesign the proposed sign from 2 signs to 1 sign with two variances for consideration.

Upon voice vote, THE MOTION CARRIED 8-1. Commissioner Erickson voted Nay.

Commissioner Gay stated that he would like to see a gateway sign that does not have a LED component.

Commissioner Liedtke stated that this is not about a gateway sign but about an advertising sign.

CORRESPONDENCE

None

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

APPROVAL OF MINUTES

Commissioner Erickson made a motion and is was seconded by Commissioner Hiatt to approve the December 18, 2019 Regular Meeting Minutes.

Upon voice vote, **THE MOTION CARRIED 9-0.**

NEXT MEETING

Chairperson Mallers announced that the next meeting is scheduled for February 19, 2020.

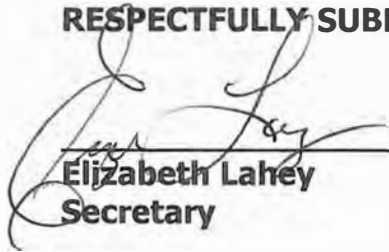
PUBLIC COMMENTS (On any topic related to planning and zoning)

There was no one in the audience wishing to present public comment.

ADJOURNMENT

With no further business before the Commission, Commissioner Kasprowitz made a motion and it was seconded by Commissioner Stompanato. Upon voice vote, **THE MOTION CARRIED** unanimously, and the meeting adjourned at 8:20 p.m.

RESPECTFULLY SUBMITTED:



Elizabeth Lahey
Secretary

APPROVED:



Lou Mallers
Chairperson

AGENDA MEMO
Municipal Services Committee
February 24, 2020

ISSUE STATEMENT

Approval of a [resolution](#) for a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

BACKGROUND/HISTORY

As part of an enhancement to the Center of Town and to further engage with residents and business regarding City information, the City Staff has been working with a marquee sign design. The proposed sign, subject to final approval, requires an agreement for the opportunity to work and display media with the property owner and Chicago Billboards aka BRT Outdoor, LLC., at the northwest corner of the property located at 7532 Cass Ave.

The lease agreement encapsulates the following:

- Temporary Construction Easement-Allows for the construction of the signage and landscaping.
- Plat of Easement-Allows the City to access the sign for maintenance and digital display. The Plat of Easement will be recorded with the County once approved.
- The City will have the opportunity to display 1-10 second slot per marquee.
- Chicago Billboard will manage, edit and display information as forwarded by the designated City Representative.
- The agreement is a 25 year agreement with three successive 5 year agreements.
- Chicago Billboards will be responsible for all maintenance within the dedicated easement-including the landscape water feature and general landscaping.
- There shall be no cost to the City for ongoing or future maintenance.

The Agreement labeled as [Attachment 1](#), is an agreement between the City and Chicago Billboards. The agreement also recognizes the owner of the property that has certain advertising rights as it pertains to the two forthcoming businesses to be constructed and the existing Brookhaven Plaza. Also, attached and labeled as [Attachment 2](#) is the Plat of Easement to be dedicated to the City of Darien for rights of access to the marquee sign and adjacent hardscaping and landscaping. The Plat of Easement will be recorded with the County of DuPage upon approval of the digital sign agreement.

STAFF RECOMMENDATION

Approval of a resolution approving a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

ALTERNATE CONSIDERATION

Not approving the resolution at this time.

DECISION MODE

This item will be placed on the March 2, 2020 City Council agenda for formal consideration.

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of January 2020 by and between the **CITY OF DARIEN**, a Municipal Corporation ("City") and **BRT OUTDOOR, LLC**, an Illinois limited liability company ("BRT").

RECITALS

WHEREAS, BRT has requested that it be permitted to install digital display multiple message signs ("Digital Displays") at the locations identified in Exhibit A (the "City Display Site"); at 7532 South Cass Avenue, Darien, Illinois, 60561 Parcel # 0928402025 located in DuPage County.

WHEREAS, the City has agreed to provide BRT with the requested space identified in Exhibit A attached hereto for the installation of Digital Displays.

NOW, THEREFORE, THE CITY AND BRT OUTDOOR AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT's compliance with this Agreement, the City hereby grants BRT the right to install and operate Digital Displays at the City Display Site for the purpose of conducting outdoor advertising subject to the terms and conditions of this Agreement.

2. TERM

The right to install and operate the Digital Displays at the City Display Site shall commence on ____ 2020 (the "Commencement Date") and shall continue for a period of twenty five (25) years from the date thereof (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

Thereafter, this Agreement will automatically renew for up to 3 successive 5 year periods beginning on the date after the Expiration date, until either (i) a party provides the other party with notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior but no more than one hundred eighty (180) days prior to the expiration of the then-current 5 year term, or (ii) the parties enter into a separate renewal agreement. Each 5-year extension will be referred to as an Extended Term or collectively as Extended Terms.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its expense upon the expiration or termination of this Agreement.

3. RENT

BRT intends to display multiple messages on each Video Panel in a fixed rotation of not less than 10 seconds duration per image. During the effective term of this

Agreement, the City shall have the right to at least one of every eight of the positions in the display rotation ("Base Position") for City content. The City's position in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, 7532 Cass Avenue, LLC owner of the parent parcel shall have a right to one of the eight positions and be limited to the following tenants: Dunkin Donuts, Padrino's Pizza and the Brookhaven Grocery Store.

BRT shall not charge the City or 7532 South Cass, LLC, its successors or assigns, for the use of the Video Panels. Additional space, beyond the "Base Position", may be purchased at the non-for profit market rate, the non for profit rate shall apply to all the retailers located within the Brookhaven Market Place.

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAY

The Digital Displays shall consist of a properly affixed structure containing up to two full-color liquid crystal display (or successor technology) digital sign faces not to exceed ten feet in height and twenty feet in length (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, electrical power lines and other electrical equipment and related appurtenances. BRT, at its expense, shall obtain all required permits, licenses and approvals prior to commencing construction of the Digital Displays.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner, (ii) only with materials that are high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved by the City of Darien, (iv) diligently to completion and not interfere where possible with the drive aisles of City's property, and (v) in compliance with all administrative regulations promulgated by IDOT and other provisions of this Agreement.

5. MAINTENANCE OF THE DIGITAL DISPLAYS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of damaged, inoperable or malfunctioning Digital Display. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the City Display Site in connection with BRT's use thereof, the City shall notify BRT. BRT shall diligently respond within seven (7) business days to the City's notice and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event that BRT fails to perform necessary maintenance within fifteen (15) days of initial notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen days of a Reimbursement Invoice issued by the City.

BRT shall provide annual plantings and prepare the City Display Site for the season. City shall be responsible for general lawn care and maintenance of the site, including but not limited to removal of weeds and debris. BRT shall be responsible for the on-going maintenance of the installed water feature.

6. CONDITION OF PREMISES

BRT agrees to accept the Digital Display installation locations "as is", without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements thereto.

7. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City property, including without limitation, health, safety and building codes, zoning ordinances and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

C. Prohibited Uses.

The Digital Displays shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the applicable Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), and similar forms of products or entertainment. The Digital Displays may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Displays may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social debate such as abortion, gun control, immigration, war or matters involving sexual orientation.

D. UTILITIES

BRT shall provide all utilities it may require at its sole cost and expense and: (i) make application in its own name for all utilities, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone and other communication and alarm services, and all taxes or other charges thereon. BRT shall install and connect all equipment and lines required to supply such utilities to the City Display Site.

8. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering BRT's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Digital Displays and other Community Digital property located on the City Display Site in an amount reasonably calculated to replace or repair such items or to permit BRT to continue or resume operations in substantially the same manner as preceded the loss and (iii) workers' compensation insurance as required by statute. BRT's insurance shall be primary, and any insurance maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

BRT shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the City and shall waive any rights of recovery against the City. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverage's required under this Agreement shall be provided to the City upon the execution of this Agreement. Subsequent to the execution of this Agreement if the foregoing documentation is not provided within ten (10) business days from the date of City's request for insurance, the City may terminate this Agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City and its related parties as additional insured). BRT shall provide such certificates prior to the

Commencement Date. BRT shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

9. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its sole cost and expense, remove the Digital Display and shall restore the City Display Site to its pre-existing condition.

10. RIGHTS RESERVED BY THE CITY

The City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within 500 feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

11. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B, below: (i) failure to provide the Base Position in accordance with this Agreement, (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

C. The City's Cure of BRT Defaults.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all costs and expenses incurred by the City in performing such obligation.

12. INDEMNIFICATION

The City shall, at its sole cost and expense, defend, indemnify and hold harmless BRT from and against any and all claims, demands, liabilities, damages, judgments, costs and expenses, including without limitation, court costs and attorneys' fees, arising from the City or its agents, assigns, or tenants use of City's property.

BRT specifically reserves any privileges, defenses or immunities it may have under law.

13. ASSIGNMENT

BRT shall not, without the prior written consent of the City, (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign this Agreement or any interest hereunder, without the prior written consent of the City, to a bank or other financial institution for purposes of financing equipment, to a business of like kind, and/or labor for the construction and/or maintenance of the Digital Displays.

14. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

15. CONDEMDATION

In the event that a regulatory authority condemns or takes any portion of the premises affecting BRT's access or placement of the sign, City agrees to allow BRT to relocate the sign on the premises that remains after the condemnation or taking. City agrees that BRT has the right to reinstall the sign at a location that maximizes the sign's visibility to the roadway to which BRT desires to orient the face(s) of the sign, and City agrees to provide unobstructed access to the relocation site for BRT's contractor's vehicles and equipment that are used to re-install and maintain the sign. City agrees that any damages relating to the sign paid for by the regulatory authority, including costs of relocation, will be awarded to BRT.

16. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as BRT or the City may from time to time designate by notice:

CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

BRT OUTDOOR, LLC:

BRT Outdoor, LLC
P.O. Box 5097
Naperville, IL 60567

17. MISCELLANEOUS

A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Agreement may be recorded by BRT or City.

C. This Agreement shall be governed by the Laws of the State of Illinois.

D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.

E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF DARIEN, A Municipal Corporation

**BRT OUTDOOR, LLC
An Illinois limited liability company**

By: _____

Attest: _____

Rodney S. Hursh

Todd J. Sanders

DRAFT

EXHIBIT A

7532 SOUTH CASS AVENUE

PARCEL # 0928402025

DRAFT

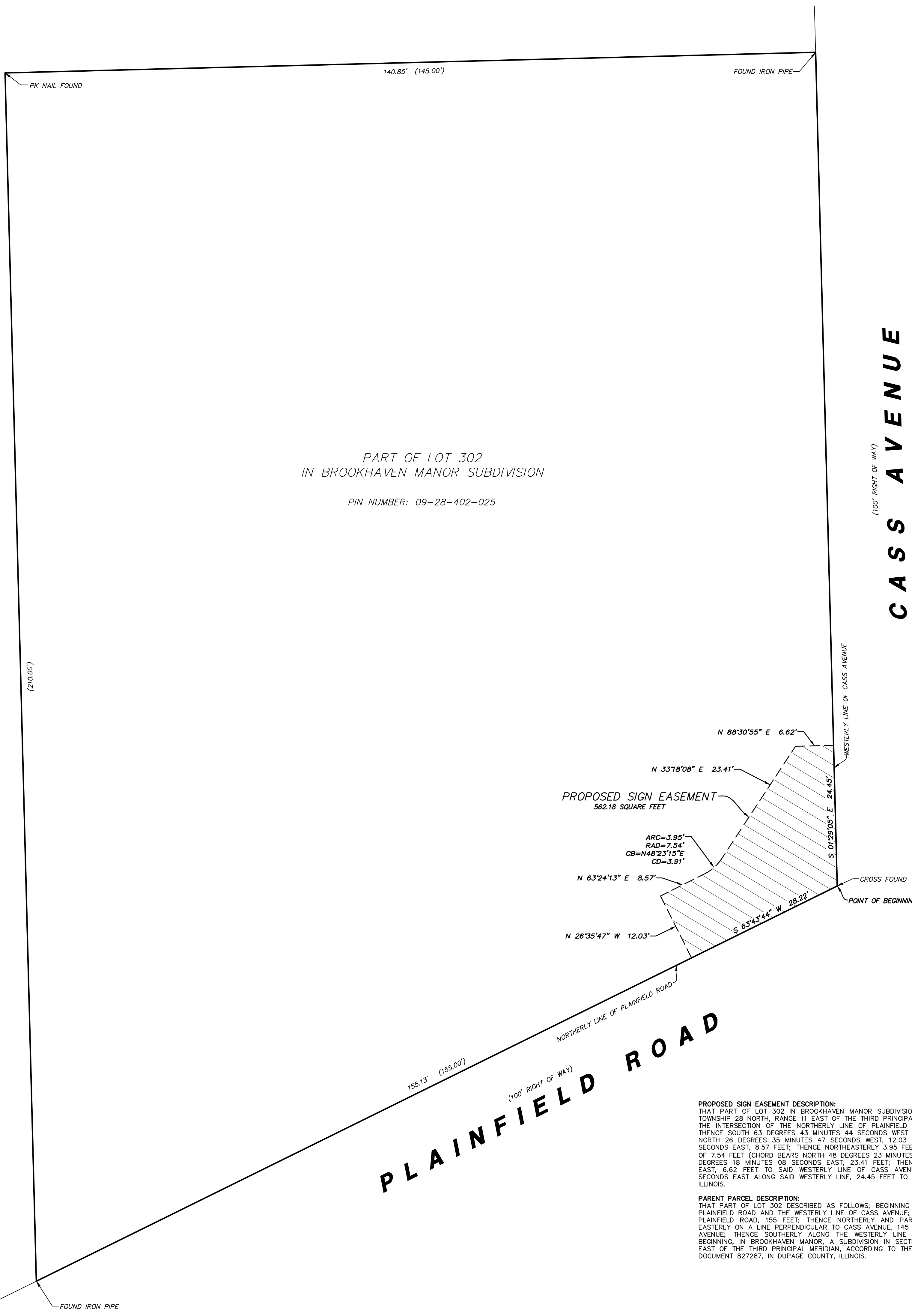
EXHIBIT B

(Insert Survey)

DRAFT

SUBMITTED BY AND RETURN TO:
CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561

PLAT OF EASEMENT



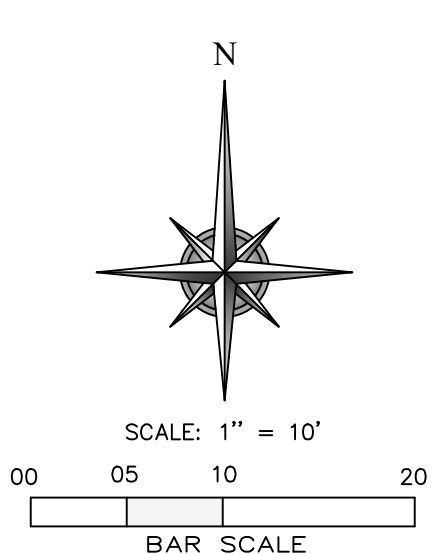
PART OF LOT 302
IN BROOKHAVEN MANOR SUBDIVISION
PIN NUMBER: 09-28-402-025

CASS AVENUE
(100' RIGHT OF WAY)

PLAINFIELD ROAD
(100' RIGHT OF WAY)

PROPOSED SIGN EASEMENT DESCRIPTION:
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION:
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF _____
COUNTY OF _____ SS

THIS IS TO CERTIFY THAT _____ IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FORTH AND THAT SAID OWNER HEREBY ACKNOWLEDGE AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED THIS _____ DAY OF _____ A.D. 20____

(NAME)

(TITLE)

(ADDRESS)

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE SS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, A.D. 20____

MAYOR

CLERK

DUPAGE COUNTY RECORDER

STATE OF ILLINOIS
COUNTY OF DUPAGE SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M. AS DOCUMENT NUMBER _____

DUPAGE COUNTY RECORDER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF _____ SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, _____

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HEREBY AUTHORIZE AN AGENT OF THE CITY OF DARIEN AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT OF EASEMENT WITH THE OFFICE OF THE DUPAGE COUNTY RECORDER OF DEEDS.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND PREPARED THE GRANT OF EASEMENT FOR THE PROPERTY DESCRIBED ABOVE AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND PLAT OF EASEMENT GRANT, ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR WITHIN ONE AND ONE HALF MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN) WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

FOR REVIEW 02/13/20

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

EASE-1
PLAT OF EASEMENT
SHEET 1 OF 1

CHECK/FIRM
DRAWING/KCH
JOB: 1913718S

ISSUE

TO DATE
CLIENT 2/13/20

CASS AVENUE AND PLAINFIELD ROAD
DARIEN, ILLINOIS



WT GROUP
Engineering with Precision, Pace and Passion.
2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
IL License No: 184.007570-0015 Expires: 04.30.2021
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RESOLUTION NO. _____

A RESOLUTION APPROVING A DIGITAL SIGN AGREEMENT WITHIN A DEDICATED EASEMENT AT THE NORTHWEST CORNER AT 7532 CASS AVENUE, PIN# 09-28-402-025.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025, a copy of which is attached here to as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of March, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of March, 2020.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of January 2020 by and between the **CITY OF DARIEN**, a Municipal Corporation ("City") and **BRT OUTDOOR, LLC**, an Illinois limited liability company ("BRT").

RECITALS

WHEREAS, BRT has requested that it be permitted to install digital display multiple message signs ("Digital Displays") at the locations identified in Exhibit A (the "City Display Site"); at 7532 South Cass Avenue, Darien, Illinois, 60561 Parcel # 0928402025 located in DuPage County.

WHEREAS, the City has agreed to provide BRT with the requested space identified in Exhibit A attached hereto for the installation of Digital Displays.

NOW, THEREFORE, THE CITY AND BRT OUTDOOR AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT's compliance with this Agreement, the City hereby grants BRT the right to install and operate Digital Displays at the City Display Site for the purpose of conducting outdoor advertising subject to the terms and conditions of this Agreement.

2. TERM

The right to install and operate the Digital Displays at the City Display Site shall commence on _____ 2020 (the "Commencement Date") and shall continue for a period of twenty five (25) years from the date thereof (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

Thereafter, this Agreement will automatically renew for up to 3 successive 5 year periods beginning on the date after the Expiration date, until either (i) a party provides the other party with notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior but no more than one hundred eighty (180) days prior to the expiration of the then-current 5 year term, or (ii) the parties enter into a separate renewal agreement. Each 5-year extension will be referred to as an Extended Term or collectively as Extended Terms.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its expense upon the expiration or termination of this Agreement.

3. RENT

BRT intends to display multiple messages on each Video Panel in a fixed rotation of not less than 10 seconds duration per image. During the effective term of this

Agreement, the City shall have the right to at least one of every eight of the positions in the display rotation ("Base Position") for City content. The City's position in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, 7532 Cass Avenue, LLC owner of the parent parcel shall have a right to one of the eight positions and be limited to the following tenants: Dunkin Donuts, Padrino's Pizza and the Brookhaven Grocery Store.

BRT shall not charge the City or 7532 South Cass, LLC, its successors or assigns, for the use of the Video Panels. Additional space, beyond the "Base Position", may be purchased at the non-for profit market rate, the non for profit rate shall apply to all the retailers located within the Brookhaven Market Place.

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAY

The Digital Displays shall consist of a properly affixed structure containing up to two full-color liquid crystal display (or successor technology) digital sign faces not to exceed ten feet in height and twenty feet in length (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, electrical power lines and other electrical equipment and related appurtenances. BRT, at its expense, shall obtain all required permits, licenses and approvals prior to commencing construction of the Digital Displays.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner, (ii) only with materials that are high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved by the City of Darien, (iv) diligently to completion and not interfere where possible with the drive aisles of City's property, and (v) in compliance with all administrative regulations promulgated by IDOT and other provisions of this Agreement.

5. MAINTENANCE OF THE DIGITAL DISPLAYS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of damaged, inoperable or malfunctioning Digital Display. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the City Display Site in connection with BRT's use thereof, the City shall notify BRT. BRT shall diligently respond within seven (7) business days to the City's notice and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event that BRT fails to perform necessary maintenance within fifteen (15) days of initial notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen days of a Reimbursement Invoice issued by the City.

BRT shall provide annual plantings and prepare the City Display Site for the season. City shall be responsible for general lawn care and maintenance of the site, including but not limited to removal of weeds and debris. BRT shall be responsible for the on-going maintenance of the installed water feature.

6. CONDITION OF PREMISES

BRT agrees to accept the Digital Display installation locations "as is", without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements thereto.

7. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City property, including without limitation, health, safety and building codes, zoning ordinances and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

C. Prohibited Uses.

The Digital Displays shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the applicable Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), and similar forms of products or entertainment. The Digital Displays may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Displays may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social debate such as abortion, gun control, immigration, war or matters involving sexual orientation.

D. UTILITIES

BRT shall provide all utilities it may require at its sole cost and expense and: (i) make application in its own name for all utilities, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone and other communication and alarm services, and all taxes or other charges thereon. BRT shall install and connect all equipment and lines required to supply such utilities to the City Display Site.

8. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering BRT's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Digital Displays and other Community Digital property located on the City Display Site in an amount reasonably calculated to replace or repair such items or to permit BRT to continue or resume operations in substantially the same manner as preceded the loss and (iii) workers' compensation insurance as required by statute. BRT's insurance shall be primary, and any insurance maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

BRT shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the City and shall waive any rights of recovery against the City. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverage's required under this Agreement shall be provided to the City upon the execution of this Agreement. Subsequent to the execution of this Agreement if the foregoing documentation is not provided within ten (10) business days from the date of City's request for insurance, the City may terminate this Agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City and its related parties as additional insured). BRT shall provide such certificates prior to the

Commencement Date. BRT shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

9. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its sole cost and expense, remove the Digital Display and shall restore the City Display Site to its pre-existing condition.

10. RIGHTS RESERVED BY THE CITY

The City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within 500 feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

11. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B, below: (i) failure to provide the Base Position in accordance with this Agreement, (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

C. The City's Cure of BRT Defaults.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all costs and expenses incurred by the City in performing such obligation.

12. INDEMNIFICATION

The City shall, at its sole cost and expense, defend, indemnify and hold harmless BRT from and against any and all claims, demands, liabilities, damages, judgments, costs and expenses, including without limitation, court costs and attorneys' fees, arising from the City or its agents, assigns, or tenants use of City's property.

BRT specifically reserves any privileges, defenses or immunities it may have under law.

13. ASSIGNMENT

BRT shall not, without the prior written consent of the City, (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign this Agreement or any interest hereunder, without the prior written consent of the City, to a bank or other financial institution for purposes of financing equipment, to a business of like kind, and/or labor for the construction and/or maintenance of the Digital Displays.

14. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

15. CONDEMDATION

In the event that a regulatory authority condemns or takes any portion of the premises affecting BRT's access or placement of the sign, City agrees to allow BRT to relocate the sign on the premises that remains after the condemnation or taking. City agrees that BRT has the right to reinstall the sign at a location that maximizes the sign's visibility to the roadway to which BRT desires to orient the face(s) of the sign, and City agrees to provide unobstructed access to the relocation site for BRT's contractor's vehicles and equipment that are used to re-install and maintain the sign. City agrees that any damages relating to the sign paid for by the regulatory authority, including costs of relocation, will be awarded to BRT.

16. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as BRT or the City may from time to time designate by notice:

CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

BRT OUTDOOR, LLC:

BRT Outdoor, LLC
P.O. Box 5097
Naperville, IL 60567

17. MISCELLANEOUS

A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Agreement may be recorded by BRT or City.

C. This Agreement shall be governed by the Laws of the State of Illinois.

D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.

E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF DARIEN, A Municipal Corporation

**BRT OUTDOOR, LLC
An Illinois limited liability company**

By: _____

Attest: _____

Rodney S. Hursh

Todd J. Sanders

DRAFT

EXHIBIT A

7532 SOUTH CASS AVENUE

PARCEL # 0928402025

DRAFT

EXHIBIT B

(Insert Survey)

DRAFT

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
February 24, 2020

Issue Statement

A [resolution](#) to approve the 2020 City of Darien Zoning Map for publication.

Discussion

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. Attached is a listing of the 5 approvals in 2019 including 3 variations, and 2 PUD amendments. See [Attachment 1](#). Our practice has been to show on the attached Zoning Map the ordinance or resolution number corresponding to the map key number for each approval. See [Attachment 2](#). State Statute requires that zoning maps be published every year. Approved maps are posted in City Hall and on the City website. Paper copies are made available for sale.

Recommendation

A motion to approve a resolution approving the 2020 Zoning Map for publication.

Decision Mode

If recommended by MSC on February 24, then this will be scheduled for a City Council vote on March 2, 2020.

Zoning Map changes - calender year 2019				
				map key
Tri-State Fire Tower	variation - cell tower height	419 Plainfield Road	O-11-19	33
Grigoras (single family)	variation - lot width	313 Roger Road	O-04-19	187
Auto-Mobile Center of Darien	variation - sign	6710 Route 83	O-14-19	44
Amvets collection center	PUD amendment	2189 75th Street	O-5-19	88
Crossroads of Darien	PUD amendment (minor)	2849 83rd Street	O-12-19	131
Other Updates/Corrections				
Kinder Care	Special Use	7302 Clarendon Hills Road	O-27-84	188*
* note - this is currently incorrectly listed with map key 33				
'Stewart Drive' (located at far western edge off 87th) should be spelled 'StewErt'				
note under title from '2019' to '2020'				
note under scale from 'December 31, 2018' to 'December 31, 2019'				
note under scale 'through 2016' to through '2019'				

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2020 CITY OF DARIEN ZONING MAP**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31st of each year; and

WHEREAS, the zoning map attached hereto as “**Exhibit A**” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

WHEREAS, the Corporate Authorities find the zoning map, attached hereto as “**Exhibit A**,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the City hereby approves the zoning map, attached as “[Exhibit A](#)”.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of March, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of March, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
January 27, 2020**

PRESENT: Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director, Joe Hennerfeind – Senior Planner

ABSENT: None

OTHER: Mayor Joseph Marchese

ESTABLISH QUORUM

Chairperson Thomas Belczak called the meeting to order at 7:00 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

- a. **Resolution – Accepting a proposal from Underground Pipe & Valve for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that the proposal is for the use of water main brass fittings to repair water-system related items throughout the City. He reported that pricing will be held in place through April 30, 2021.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Underground Pipe & Valve for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- b. **Resolution – Preliminary approval to authorize a proposal from Suburban Concrete, Inc. for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.**

Mr. Dan Gombac, Director reported that this is preliminary approval of a resolution for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. He also reported that this includes preliminary approval for the permit fee application for concrete work.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution for preliminary approval to authorize a proposal from Suburban Concrete, Inc. for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- c. **Resolution – Authorizing the Mayor to execute a contract extension with Rag’s Electric, Inc., for the 2020/21 Street Light Maintenance Contract beginning May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is approval of a resolution authorizing the Mayor to execute a contract extension with Rag’s Electric, Inc., for the 2020/21 Street Light Maintenance Contract beginning May 1, 2020 through April 30, 2021. He reported that the proposed contract extension would be the second extension, year three of a three-year contract.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of Resolution authorizing the Mayor to execute a contract extension with Rag’s Electric, Inc., for the 2020/21 Street Light Maintenance Contract beginning May 1, 2020 through April 30, 2021.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- d. **Resolution - Accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is approval of a resolution accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates,

concrete adjusting rings as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- e. **Resolution – Accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices waste for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is approval of a resolution accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices waste for a period of May 1, 2020 through April 30, 2021.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices waste for a period of May 1, 2020 through April 30, 2021.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- f. **Resolution – Approval releasing the Letter of Credit – No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, Il., in the amount of \$157,102.86 for the Public Improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.**

Mr. Dan Gombac, Director reported that this is approval of a resolution releasing the Letter of Credit –No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, Il., in the amount of \$157,102.86 for the Public Improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution releasing the Letter of Credit – No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, Il., in the amount of \$157,102.86 for the Public Improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- g. **Resolution - Authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.**

Mr. Dan Gombac, Director reported that this is approval of a resolution authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- h. Resolution - Approval of a resolution to enter into a contract with Allstate Tower, Inc. for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$75,800.**

Mr. Dan Gombac, Director reported that this is approval for the preparation and painting of the tower. There was much discussion regarding the need to paint the tower. Mr. Gombac reported that the tower has not been painted in 25 years.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Kenny approval of a resolution to enter into a contract with Allstate Tower, Inc. for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$75,800.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- i. Resolution - Authorizing the Mayor to execute a contract with Berglund Construction Company for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$88,920.**

Mr. Dan Gombac, Director reported that this is a resolution for the foundation repairs of waterproofing and restoration of the Old Lace School. He reported that the waterproofing company that presented to the City did not submit a bid.

There was much discussion from the Committee regarding the Historical Society and fundraising efforts.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Kenny approval of a resolution authorizing the Mayor to execute a contract with Berglund Construction Company for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$88,920.

Upon voice vote, THE MOTION CARRIED 2-0. Alderman Gustafson voted Nay.

- j. Resolution - Authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598.**

Mr. Dan Gombac, Director reported that the City Council directed staff to implement Option No. 3 for the 67th Street and Clarendon Hills Road traffic signal warrant study as presented from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Kenny approval of a resolution authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- k. Resolution - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a not to exceed \$10,000.**

Mr. Dan Gombac, Director reported that over the last few years staff has been having difficulty mowing the turf basin. He reported that over the years sedimentation has collected within the basin and created a topography that hampers flow to the large storm sewer structures and residents adjacent to the basin have directed their sump pump discharges to the rear of their yards that naturally flow to the basin. Mr. Gombac reported that staff is recommending native plantings based on the soils and saturation. He reported that the Park District has done native plantings and been successful.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural

Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a not to exceed \$10,000.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- I. Resolution - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.**

Mr. Dan Gombac, Director reported that this is for approval to accept a proposal for the professional design services.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Kenny for a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- m. Discussion – Space Study Allocation-Review and Concept Design Summary of the Professional Design Services by Tria Architecture for the Public Works Facility located at 1041 South Frontage Road.**

Mr. Tom Tria, Tria Architecture, Burr Ridge reported that Tria Architecture, Inc. performed a visual survey of the existing City of Darien Public Works Department Facility located at 1041 S. Frontage Road, Darien. He reported that he is familiar with the area and that the company has worked with many municipal clients.

Mr. Tria reported on the findings of the study. He reported that the facility and site is maximized in every aspect to house the current Public Works equipment inventory scattered amongst four locations in Darien. He further reported that much of the equipment inventory has been accounted for in the proposed design, however not all of the inventory can fit at this site and allows no room for any additional expansion.

Mr. Tria recommended that a major renovation of the existing facility is not financially prudent, and a new long-term location and facility should be reviewed to fulfill the current and future needs of the Darien Public Works Department.

Mr. Tria provided rendering of the facility to the committee. There was much discussion regarding the interior and exterior building renovations, site

improvements, building deficiencies including energy efficiency, ADA requirements, safety, truck flow, etc.

Mr. Tria presented costs to renovate as well as cost to build a new facility. He reported that they are presently working with New Lenox and Palos Hills and reported that Palos is building a new \$7.6 million facility.

Mr. Tria reported that new facility takes approximately 9 months versus renovating the existing building which would be completed in phases taking approximately 14-16 months.

Mr. Dan Gombac, Director reported that staff believes that there are certain logistics that can be handled off site and that the ideal time to start would be the end of February. He reported that Sterling Bay has expressed interest in the Public Works property and that staff has looked at available land on Frontage Road near the Village Greens.

Mayor Joseph Marchese stated that the Carmelites and Village Greens would not be in favor of a public works facility near that location. He questioned what the cost is to maintain the building.

Mr. Tria reported that the building has many deficiencies and that ADA requirements would have to be addressed. He further reported that there are safety issues and that the building is just not efficient.

Chairperson Belczak questioned how many hours are spent moving the trucks in and out.

Mr. Gombac estimated that moving the trucks around can be 45 minutes to 1.5 hours per day.

Mayor Marchese stated that the public needs to be informed on what is there now. He suggested having an open house every Saturday.

Mr. Gombac reported that minimal renovation will be approximately \$2.6 million.

The Committee recommended that staff investigate scheduling Open Houses at the facility and securing a broker to look at land opportunities and an appraisal of the current site.

- n. Resolution - Approval of a resolution authorizing the Mayor to execute a contract for the 2020 Street Maintenance project between the City of Darien and Schroeder Asphalt Paving, Inc. The following schedule of pricing: base bid - \$1,248,878.45; alternate 1 - patching - \$84,600.00; alternate 2 – aggregate shoulders - \$25,600.00; alternate 3 – 67th Street widening - \$69,259.50 for a total of \$1,428,337.95.**

Mr. Dan Gombac, Director reported that this is for approval authorizing a contract for the 2020 Street Maintenance Project.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion and it was seconded by Alderman Kenny approval of a resolution authorizing the Mayor to execute a contract for the 2020 Street Maintenance project between the City of Darien and Schroeder Asphalt Paving, Inc. The following schedule of pricing: base bid - \$1,248,878.45; alternate 1 - patching - \$84,600.00; alternate 2 – aggregate shoulders - \$25,600.00; alternate 3 – 67th Street widening - \$69,259.50 for a total of \$1,428,337.95.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- o. Resolution - Petitioner seeks approval of a resolution accepting the public improvements for the National Shrine to St. Therese campus.**

Mr. Dan Gombac, Director reported that this is the letter of credit for the one-year maintenance period.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion and it was seconded by Alderman Belczak approval of a resolution accepting the public improvements for the National Shrine to St. Therese campus.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

- p. Resolution - Preliminary approval authorizing the Mayor and City Clerk to execute a contract for the 2020 Roadside Ditch Maintenance Program between the City of Darien and Bisping Construction Company Inc. for the layout and replacement of storm sewer pipes and structures and grading in an amount of \$288,729.00 based on unit pricing.**

Mr. Dan Gombac, Director reported that this is last ditch projects on the books for the City. He reported that none of the roadways are scheduled for next year and that this will be discussed with the City Council

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Gustafson approval of a resolution for preliminary approval authorizing the Mayor and City Clerk to execute a contract for the 2020 Roadside Ditch Maintenance Program between the City of Darien and Bisping Construction Company Inc. for the layout and replacement of storm

sewer pipes and structures and grading in an amount of \$288,729.00 based on unit pricing.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

q. **Minutes – December 23, 2019 Municipal Services Committee**

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion and it was seconded by Alderman Kenny approval of the December 23, 2019 Municipal Services Committee Meeting Minutes.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

a. **Emerald Ash Borer – Tree Trimming**

Mr. Dan Gombac, Director reported that staff has been doing additional research regarding the Emerald Ash Borer treatment. He reported that staff recommends continuing treatment since there has been significant money spent already. Mr. Gombac reported that staff will create an RFP for treatment.

NEXT SCHEDULED MEETING

Chairperson Belczak announced that the next meeting is scheduled for Monday, February 24, 2020.

ADJOURNMENT

With no further business before the Committee, Alderman Kenny made a motion and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 9:32 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Eric Gustafson
Alderman

Joseph Kenny
Alderman