

CITY OF DARIEN TEMPORARY AMENDMENT TO CITY COUNCIL MEETING RULES FOR COMPLIANCE WITH ILLINOIS OPEN MEETINGS ACT:

- In person attendance at City Council meetings will resume June 1, 2020. All elected officials may elect to participate in a City Council meeting by way of audio or video conferencing. The Council member's absence must be because of personal illness or disability; employment purposes; city business; or a family or other emergency. If a member of the council wishes to attend the meeting by means of a video or audio conference, the member must notify the city clerk of his or her nonattendance as soon as is reasonably possible so that the clerk may make appropriate arrangements.
- The public will be permitted to attend a City Council meeting but the meeting room will be limited to 10 members of the public at one time. The public will be required to maintain social distancing rules and are required to wear a mask while in the building.
- Members of the public physically present must be able to hear all discussion and testimony and all votes of the members of the body. This would mean that members of the public physically present, if more than 10, can be in a different room at City Hall. For example, this can be accomplished by offering a call-in telephone number, a web-based link such as YouTube presenting meeting live or viewing the meeting on cable at City Hall.

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Revised Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 15, 2020

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**

6. Approval of Minutes — [June 1, 2020](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the [Reappointment of Department Heads: Gregory Thomas, Police Chief and Daniel Gombac, Director of Municipal Services](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Monthly Report — April 2020
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [20-21-04](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
17. New Business
 - A. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-11\(C\)](#) of the Darien City Code
 - B. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Regulations (PZC 2020-04 [7729 Warwick Avenue](#))
 - C. Consideration of a Motion to Approve an Ordinance Granting [a Series of Variations to Allow the Construction of an Electronic Message Board Sign](#) (Northwest Corner of Plainfield and Cass)
 - D. Consideration of a Motion to Approve an Ordinance Authorizing [an Easement Agreement \(Northwest Corner of Cass Avenue And Plainfield Road, Darien, Il 60561 Pin #09-28-402-025\)](#)
 - E. Consideration of a Motion to Approve a Resolution Approving a [Digital Sign Agreement within a Dedicated Easement at the Northwest Corner at 7532 Cass Avenue, Darien Il 60561, Pin No 09-28-402-025](#)

- F. Consideration of a Motion to Approve the Expenditure of Budgeted Funds Line Item 01-40-4325 [Consulting/Professional Services for the One Year Law Enforcement Policy Manual Update Subscription from Lexipol](#), LLC in the Amount of \$8,562.00
 - G. Consideration of a Motion to Approve a Resolution Approving a Plat of Utility Easement Vacation and a Plat of Utility Easement for [8801 Gleneagles Lane](#) 10-05-205-024
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

WORK SESSION WAS CALLED TO ORDER AT 7:03 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 1, 2020 AGENDA WITH THE CITY COUNCIL. WORK SESSION ADJOURNED AT 7:17 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 1, 2020

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

Mayor Marchese led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas J. Belczak	Joseph A. Kenny
	Thomas M. Chlystek	Ted V. Schauer
	Eric K. Gustafson	

Absent:	Mary Coyle Sullivan
	Lester Vaughan

Also in Attendance:	Joseph Marchese, Mayor
	JoAnne E. Ragona, City Clerk
	Michael J. Coren, City Treasurer
	Bryon D. Vana, City Administrator
	Gregory Thomas, Police Chief
	Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** — There being five aldermen present, Mayor Marchese declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

There were none.

6. **APPROVAL OF MINUTES** – May 18, 2020 City Council Meeting

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of May 18, 2020.

Roll Call:	Ayes:	Belczak, Chlystek, Gustafson, Kenny, Schauer
	Abstain:	None
	Nays:	None
	Absent:	Sullivan, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from...

...Drew Kelly, Darien resident, regarding successfulness of Sterling Bay project.

...Jack Quinert, Darien resident, regarding poor condition of home located at 18W100 73rd Street; Direct Gombac will refer concern to DuPage County.

...the parent of a teenager involved in an incident; information was sent to Chief Thomas for investigation.

...Donna Knepper, 1600 block of Darien Club Drive, regarding possibility of closing Interstate 55 exits during riots; Chief Thomas explained decision-making strategy.

Alderman Chlystek received communication from Gerry Leganski, 8000 block of Farmingdale Drive, regarding graffiti at Pinewood Park; he thanked Darien Park District for expedient removal.

8. **MAYOR'S REPORT**

Mayor Marchese provided the following update:

- Welcomed Council and staff back to Chamber after conducting meetings via “Zoom.” He thanked staff for providing technology to conduct virtual meetings to meet the needs of City and residents.

- Explained Phase 3 of Governor Pritzker’s Restore Illinois Plan. Reviewed City Hall and Police Department “reopening” plan and the safety precautions in place.
- Thanked Chief Thomas for his leadership, Darien Police Department for their diligence and residents for following measures to ensure safety at home and in their neighborhoods.
- Expressed mourning the death of George Floyd in Minneapolis and stated supports the rights of those protesting; does not condone the actions of those taking advantage of this unfortunate and tragic situation for personal gain. Hoped lessons learned lead to a better and safer world for all of our nation’s citizens.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana...

...thanked all City Staff for doing a great job in maintaining services during the pandemic.

...encouraged residents to respond to Direct Connect Communications Survey; he explained City contracted with Metro Strategies to provide an effective communications program. Feedback received will be used to measure effectiveness of communication and to make improvements as needed.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Chief Thomas expressed how saddened he was by the tragic death of George Floyd in Minneapolis. He commented on the actions that took place and the emotions being felt, core values of the Darien Police Department, differences between protests and riots and the difference between protesters, rioters and criminals. He addressed curfew inquiries, reviewed communication process, Police Department performance and training. Chief Thomas responded to Council questions.

Mayor Marchese stated his appreciation for the leadership of Chief Thomas and Administrator Vana. He stated curfew language needed to be included in the Darien City Code.

B. MUNICIPAL SERVICES

Director Gombac stated Dunkin Donuts is under construction at the northwest corner of Cass Avenue & Plainfield Road. He noted Planning & Zoning Commission will be meeting on Wednesday, June 3 regarding the marquee sign to be located on the same corner.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER – 19-20-28

It was moved by Alderman Belczak and seconded by Alderman Kenny to approve payment of Warrant Number 19-20-28 in the amount of \$23,124.26 from the enumerated funds for a total to be approved of \$23,124.26.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer

Nays: None

Absent: Sullivan, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. WARRANT NUMBER – 20-21-03

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve payment of Warrant Number 20-21-03 in the amount of \$457,399.08 from the enumerated funds, and \$256,184.02 from payroll funds for the period ending 05/21/20 for a total to be approved of \$713,583.10.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,

Nays: None

Absent: Sullivan, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Alderman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for July 6, 2020 at 6:00 P.M. in the City Hall Conference Room.

Municipal Services Committee – Chairman Belczak announced the next meeting of the Municipal Services Committee is scheduled for June 22, 2020 at 7:00 P.M.

Police Committee – Chairman Kenny announced the next meeting of the Police Committee is scheduled for June 15, 2020 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese announced Planning and Zoning Commission will be meeting on Wednesday, June 3, 2020 regarding the marquee sign at the corner of Cass Avenue & Plainfield Road.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW SMARTSHORE SHORING EQUIPMENT, FROM RED ARROW SALES IN THE AMOUNT OF \$10,750.00

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the motion as presented.

Alderman Chlystek asked for equipment clarification; Director Gombac responded.

RESOLUTION NO. R-35-20

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW SMARTSHORE SHORING EQUIPMENT, FROM RED ARROW SALES IN THE AMOUNT OF \$10,750.00

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer

Nays: None

Absent: Sullivan, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Mayor Marchese...

...announced Lions Club will hold parade on Labor Day and not July 4.

...had discussion with DuPage County Health Department regarding swimming pools. The Public Health will be providing guidelines.

19. ADJOURNMENT

There being no further business to come before the City Council, it was moved by Alderman Kenny and seconded by Alderman Schauer to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:13 P.M.

Mayor

City Clerk

CITY OF DARIEN

Memorandum

TO: City Council, Clerk, Treasurer

FROM: Joe Marchese, Mayor

DATE: June 11, 2020

RE: Staff Reappointments

I am bringing forward the staff reappointments for the City Council's consent at the June 15, 2020, City Council meeting.

First, I would ask for a Motion to approve the Advice and Consent to the reappointments of:

1. Daniel Gombac, Director of Municipal Services
2. Greg Thomas, Police Chief

If you have any questions, please advise.



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 15, 2020**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund				\$80,714.57
Water Fund				\$401,009.25
Motor Fuel Tax Fund				\$4,246.46
Water Depreciation Fund				
Special Service Area Tax Fund				\$3,764.00
E-Citation Fund				
Capital Improvement Fund				58,234.82
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				
DUI Technology Fund				
			<i>Subtotal:</i>	<u>\$547,969.10</u>
General Fund Payroll	06/04/20	\$		243,569.64
Water Fund Payroll	06/04/20	\$		23,084.57
			<i>Subtotal:</i>	<u>\$ 266,654.21</u>
<i>Total to be Approved by City Council:</i>				<u>\$ 814,623.31</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	SPAM FILTERING ANNUAL FEE	AP061520	4325	Consulting/Professional	800.00
AIS	MONTHLY BACK-UP JUNE 2020	AP061520	4325	Consulting/Professional	1,300.00
AIS	MONTHLY CLOUD HOSTING- JUNE 2020	AP061520	4325	Consulting/Professional	20.00
AIS	MONTHLY MANAGED SERVICES- JUNE 2020	AP061520	4325	Consulting/Professional	5,130.26
AIS	KRIS THROM- LAPTOP	AP061520	4325	Consulting/Professional	1,497.27
CHASE CARD SERVICES	ZOOM FOR CITY COUNCIL MEETINGS	AP061520	4213	Dues and Subscriptions	14.99
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION FOR CITY HALL	AP061520	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	AP061520	4267	Telephone	113.35
CHRONICLE MEDIA LLC	LEGAL NOTICE: PUBLIC HEARING 6-17-20 (8131 LEMONT RD)	AP061520	4221	Legal Notices	110.00
CHRONICLE MEDIA LLC	LEGAL NOTICE: PUBLIC HEARING FEES -7729 WARWICK	AP061520	4221	Legal Notices	250.00
CLEAN SLATE INC	JANITORIAL SERVICES- CH, PD, PW	AP061520	4345	Janitorial Service	1,456.86
CLEAN SLATE INC	ADDL CLEANING OF CH, PD, PW	AP061520	4345	Janitorial Service	184.00
DUPAGE COUNTY RECORDER	RECORDING LIENS- ANNEXATION 973 75TH ST	AP061520	4221	Legal Notices	81.00
DUPAGE COUNTY RECORDER	RECORDING LIENS- 25 FT UTILITY AND DRAINAGE EASEMENT	AP061520	4221	Legal Notices	72.00
FedEx	SHIP DOCUMENTS TO DUPAGE COUNTY RECORDER	AP061520	4233	Postage/Mailings	49.98

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
GOVTEMPSUSA LLC	VANA -(5-24-20)	AP061520	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA -(5-31-20)	AP061520	4325	Consulting/Professional	3,415.38
JUST TIRES	4 TIRES	AP061520	4273	Vehicle (Gas and Oil)	429.36
NICOR GAS	NICOR GAS 82541110001 1702 PLAINFIELD RD	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	128.70
OFFICE DEPOT	FILE TAB INSERTS	AP061520	4253	Supplies - Office	1.99
OFFICE DEPOT	ENVELOPES, DOOR STOPS	AP061520	4253	Supplies - Office	28.04
OFFICE DEPOT	MFT STAMPS, ADDRESS STAMP	AP061520	4253	Supplies - Office	88.97
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP061520	4253	Supplies - Office	110.24
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE - (APRIL 2020 thru JUNE 2020)	AP061520	4243	Rent - Equipment	375.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP061520	4267	Telephone	1,922.20
				Total Administration	21,002.93

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/15/2020 Through 6/15/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	NPDES ANNUAL REPORT	AP061520	4328	Const/Prof Reimbursable	330.00
DON MORRIS ARCHITECTS P.C.	INSPECTIONS -MAY 2020	AP061520	4325	Consulting/Professional	4,460.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS -MAY 2020	AP061520	4328	Const/Prof Reimbursable	4,302.53
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE - MAY 2020	AP061520	4328	Const/Prof Reimbursable	400.00
				Total Community Development	9,492.53

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALLIED GARAGE DOOR INC.	GARAGE DOOR REPAIR	AP061520	4223	Maintenance - Building	258.38
CARLSEN'S ELEVATOR SERVICES	REPAIR ELEVATOR AT POLICE DEPT- 5-7-20	AP061520	4223	Maintenance - Building	400.00
CARLSEN'S ELEVATOR SERVICES	REPAIR ELEVATOR AT POLICE DEPT 5-25-20	AP061520-3	4223	Maintenance - Building	1,150.44
CARROLL CONSTRUCTION SUPPLY	4 GALLON SPRAYER	AP061520	4259	Small Tools & Equipment	244.70
CARROLL CONSTRUCTION SUPPLY	ASPHALT LUTE W/HANDLE	AP061520	4259	Small Tools & Equipment	300.00
CHASE CARD SERVICES	WEIGHTED BASE SHIELDS FOR CHAMBER	AP061520	4223	Maintenance - Building	2,587.00
CHASE CARD SERVICES	HAND SANITIZER	AP061520	4223	Maintenance - Building	71.99
CHASE CARD SERVICES	TIRES FOR LAWN MOWER	AP061520	4225	Maintenance - Equipment	439.90
CHASE CARD SERVICES	PW MEALS	AP061520	4265	Travel/Meetings	163.14
CHASE CARD SERVICES	PW MEALS	AP061520	4265	Travel/Meetings	156.85
CHASE CARD SERVICES	PW MEALS	AP061520	4265	Travel/Meetings	267.90
CHASE CARD SERVICES	PW MEALS	AP061520	4265	Travel/Meetings	179.16
CHASE CARD SERVICES	PW MEALS	AP061520	4265	Travel/Meetings	253.52
CHRISTOPHER B. BURKE ENG, LTD	AILSWORTH SIDEWALK EVAL and MAY 17TH STORM	AP061520	4325	Consulting/Professional	550.00
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP061520	4223	Maintenance - Building	25.44
CINTAS #769	MATT RENTAL- POLICE DEPT	AP061520	4223	Maintenance - Building	49.70
CINTAS #769	MATT RENTAL- CITY HALL	AP061520	4223	Maintenance - Building	44.83
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW	AP061520	4219	Liability Insurance	125.28
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET-PW (APRIL 2020)	AP061520	4219	Liability Insurance	115.82
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MANAGEMENT-(3rd Payment of 4)	AP061520	4365	Mosquito Abatement	10,425.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CLEAN SLATE INC	ADDL CLEANING OF CH, PD, PW	AP061520	4223	Maintenance - Building	1,100.00
CLEAN SLATE INC	MASKS AND SANITIZER	AP061520	4223	Maintenance - Building	359.00
GOLDSTAR PRODUCTS INC.	SANITIZER SPRAY	AP061520	4219	Liability Insurance	350.10
IL CENTRAL SWEEPING SERVICE	STREET SWEEPING - MAY 2020	AP061520	4373	Street Sweeping	4,795.38
INTERSTATE BATTERY SYSTEM	BATTERIES FOR VEHICLES	AP061520	4229	Maintenance - Vehicles	559.90
INTERSTATE BATTERY SYSTEM	CREDIT	AP061520	4229	Maintenance - Vehicles	(20.00)
INTERSTATE BILLING SERVICE INC	AIR DRYER AND VALVE PRESS	AP061520	4229	Maintenance - Vehicles	480.00
JAMAR TECHNOLOGIES	RADAR RECORDER KIT	AP061520	4815	Equipment	4,348.00
McMASTER-CARR	PLEXI-GLASS CITY HALL	AP061520	4223	Maintenance - Building	164.17
METROPOLITAN INDUSTRIES, INC.	SUMP PUMP FOR POLICE DEPT	AP061520	4223	Maintenance - Building	574.00
METROPOLITAN INDUSTRIES, INC.	SUMP PUMP FOR POLICE DEPT	AP061520	4223	Maintenance - Building	946.00
MID-TOWN ACQUISITION -RELADYNE	VEHICLE MAINTENANCE	AP061520	4229	Maintenance - Vehicles	179.90
PIONEER RESEARCH	SEWER SUPPLIES	AP061520	4223	Maintenance - Building	956.10
RAGS ELECTRIC	EMERG SERVICE DUE TO FLOODING AT POLICE DEPT	AP061520	4223	Maintenance - Building	450.00
ROYAL OAK LANDSCAPING INC	MOWING PINE PARKWAY -MAY 2020	AP061520	4350	Forestry	175.00
STAPLES BUSINESS ADVANTAGE	LYSOL SPRAY	AP061520	4223	Maintenance - Building	42.54
STATE INDUSTRIAL PRODUCTS	DISINFECTANT WIPES	AP061520	4219	Liability Insurance	207.95
STEVE PIPER & SONS, INC.	TUB GRINDING	AP061520	4243	Rent - Equipment	1,580.00
SUBURBAN DOOR CHECK & LOCK SVC	LOCKS FOR PUBLIC BATHROOM AT CITY HALL	AP061520	4223	Maintenance - Building	775.80
TAMELING INDUSTRIES	GRASS SEED AND STRAW MAT	AP061520	4257	Supplies - Other	215.00
TITAN IMAGE GROUP INC	CORNEILS- UNIFORM	AP061520	4269	Uniforms	462.09
TRI-K INC	GLASS CLEANER	AP061520	4223	Maintenance - Building	259.80
ULINE	HAND SOAP	AP061520	4223	Maintenance - Building	44.78

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
US GAS	GASES	AP061520	4257	Supplies - Other	50.40
WESTOWN AUTO SUPPLY COMPANY	BULB	AP061520	4229	Maintenance - Vehicles	9.50
WESTOWN AUTO SUPPLY COMPANY	FUSE HOLDERS	AP061520	4229	Maintenance - Vehicles	<u>21.60</u>
				Total Public Works, Streets	36,896.06

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AUSTIN JUMP	JUMP-SWAT UNIFORM	AP061520	4269	Uniforms	558.48
BAZOS FREEMAN LLC	ADMIN TOW JUDGE	AP061520	4219	Liability Insurance	200.00
CHASE CARD SERVICES	EXTERNAL HARDRIVE AND FLASHDRIVES FOR INVESTIGATIONS	AP061520	4217	Investigation and Equipment	137.97
CHASE CARD SERVICES	LITHIUM BATTERIES	AP061520	4217	Investigation and Equipment	6.13
CHASE CARD SERVICES	DISINFECTANT WIPES	AP061520	4217	Investigation and Equipment	1.83
CHASE CARD SERVICES	HANGERS FOR EVIDENCE ROOM	AP061520	4217	Investigation and Equipment	3.51
CHASE CARD SERVICES	FACEMASKS	AP061520	4219	Liability Insurance	59.98
CHASE CARD SERVICES	RETURN DIGITAL THERMOMETER	AP061520	4219	Liability Insurance	(97.99)
CHASE CARD SERVICES	POSTAGE- PACKAGE	AP061520	4233	Postage/Mailings	13.60
CHASE CARD SERVICES	POSTAGE- PACKAGE TO UIC	AP061520	4233	Postage/Mailings	10.72
CHASE CARD SERVICES	AWARD COVERS	AP061520	4253	Supplies - Office	76.96
CHASE CARD SERVICES	NCSA MEMBERSHIP- OFFICER VERSIS	AP061520	4263	Training and Education	420.00
CHASE CARD SERVICES	POLICE DEPT INTERNET	AP061520	4267	Telephone	268.35
CLEAN SLATE INC	ADDL CLEANING OF CH, PD, PW	AP061520	4225	Maintenance - Equipment	650.00
CLEAN SLATE INC	ADDL CLEANING OF CH, PD, PW	AP061520	4225	Maintenance - Equipment	690.00
LEXIPOL LLC	LAW ENFORCEMENT POLICY MANUAL, DAILY TRAINING BULLETINS	AP061520	4325	Consulting/Professional	8,562.00
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	536.55
PARTNERS & PAWS VETERINARY	AP061520	AP061520	4225	Maintenance - Equipment	148.75
VAN METER & ASSOC., INC.	JASON NORTON AND DEPUTY CHIEF	AP061520	4263	Training and Education	320.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP061520	4267	Telephone	756.21

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Police Department	13,323.05
				Total General Fund	80,714.57

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	TRAILER ADAPTERS	AP061520	4225	Maintenance - Equipment	49.98
A&W TRAILER LLC	TRAILER ADAPTER	AP061520	4225	Maintenance - Equipment	17.95
ALLIED GARAGE DOOR INC.	GARAGE DOOR REPAIR	AP061520	4223	Maintenance - Building	258.37
CENTRAL SOD FARMS	BLUEGRASS- (PALLET ALREADY RETURNED)	AP061520	4231	Maintenance - Water System	288.00
CENTRAL SOD FARMS	BLUEGRASS (PALLET ALREADY RETURNED)	AP061520	4231	Maintenance - Water System	216.00
CENTRAL SOD FARMS	BLUEGRASS	AP061520	4231	Maintenance - Water System	288.00
CENTRAL SOD FARMS	BLUEGRASS - (PALLET ALREADY RETURNED)	AP061520	4231	Maintenance - Water System	288.00
CENTRAL SOD FARMS	BLUEGRASS -(PALLET ALREADY RETURNED)	AP061520	4231	Maintenance - Water System	144.00
CHASE CARD SERVICES	CLASS REGISTRATION- DILLET	AP061520	4263	Training and Education	211.00
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP061520	4223	Maintenance - Building	25.43
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW	AP061520	4219	Liability Insurance	125.28
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET-PW (APRIL 2020)	AP061520	4219	Liability Insurance	115.82
CLEAN SLATE INC	CARPET CLEANING- STRIP FLOOR ON 2ND FLOOR PW	AP061520	4223	Maintenance - Building	325.00
CLEAN SLATE INC	JANITORIAL SERVICES- CH, PD, PW	AP061520	4223	Maintenance - Building	485.62
CLEAN SLATE INC	MASKS AND SANITIZER	AP061520	4223	Maintenance - Building	359.00
CLEAN SLATE INC	ADDL CLEANING OF CH, PD, PW	AP061520	4223	Maintenance - Building	900.00
COM ED	COM ED 3118112014 - 2103 75TH ST PUMP	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	507.39
COM ED	COM ED 0269155053 2101 W 75TH ST	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	58.14
DUPAGE WATER COMMISSION	WATER PURCHASE	AP061520	4340	DuPage Water Commission	373,843.40

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/15/2020 Through 6/15/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FORTIS GROUND WERKS	CONCRETE RESTORATIONS- MAIN BREAK	AP061520	4231	Maintenance - Water System	17,283.64
FREEWAY FORD-STERLING TRUCK	VEHICLE REPAIR PARTS	AP061520	4225	Maintenance - Equipment	154.98
GOLDSTAR PRODUCTS INC.	SANITIZER SPRAY	AP061520	4219	Liability Insurance	350.10
HAWKINS INC	CHLORINE	AP061520	4255	Supplies - Operation	734.21
NICOR GAS	NICOR 05002110004 1930 MANNING RD	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	81.60
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE RD	AP061520	4271	Utilities (Elec,Gas,Wtr,Sewer)	208.59
NICOR GAS	NICOR 23644110001 8600 LEMONT RD	AP061520-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	65.05
NICOR GAS	NICOR 12344110007 1897 MANNING DR	AP061520-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	55.82
ORANGE CRUSH LLC	ASPHALT FOR MAIN BREAK RESTORATION	AP061520	4231	Maintenance - Water System	204.88
QUALITY FENCE & DECKING	FENCE REPAIR FROM WATER MAIN BREAK-1510 75th ST	AP061520	4231	Maintenance - Water System	700.00
SHREVE SERVICES INC	TOPSOIL FOR RESTORATIONS	AP061520	4231	Maintenance - Water System	320.00
SHREVE SERVICES INC	TOPSOIL FOR RESTORATIONS	AP061520	4231	Maintenance - Water System	320.00
SHREVE SERVICES INC	TOPSOIL FOR 67TH ST DITCH PROJECT	AP061520	4231	Maintenance - Water System	960.00
STATE INDUSTRIAL PRODUCTS	DISINFECTANT WIPES	AP061520	4219	Liability Insurance	207.95
SUBURBAN LABORATORIES	WATER SAMPLES	AP061520	4241	Quality Control	270.00
US GAS	GASES	AP061520	4231	Maintenance - Water System	50.40
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP061520	4267	Telephone	535.65
				Total Public Works, Water	401,009.25
				Total Water Fund	401,009.25

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CONSTELLATION NEW ENERGY, INC.	75TH ST LEGS STR LGT 0 CASS	AP061520	4840	Street Lights	226.13
CONSTELLATION NEW ENERGY, INC.	0 CASS AVE LITE RT/25 N OF JAMES PETER CT	AP061520	4840	Street Lights	19.18
CONSTELLATION NEW ENERGY, INC.	LITE RT/25 CONTRLR S FRONTAGE 0 E-CASS	AP061520	4840	Street Lights	38.99
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH ST PLAINFIELD RD	AP061520	4840	Street Lights	297.40
CONSTELLATION NEW ENERGY, INC.	2510 ABBEY DR LOT 278	AP061520	4840	Street Lights	710.94
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH ST ADAMS	AP061520	4840	Street Lights	2,032.58
ORANGE CRUSH LLC	ROAD PATCH	AP061520	4245	Road Material	187.72
ORANGE CRUSH LLC	ROAD PATCH	AP061520	4245	Road Material	<u>733.52</u>
				Total MFT Expenses	4,246.46
				Total Motor Fuel Tax	<u>4,246.46</u>

CITY OF DARIEN
Expenditure Journal
Special Service Area Tax Fund
SSA Expenditures
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	VEGETATION MGMT- TARA HILL BASINS	AP061520	4325	Consulting/Professional	3,764.00
				Total SSA Expenditures	3,764.00
				Total Special Service Area Tax Fund	3,764.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/15/2020 Through 6/15/2020

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BRODERICK HOLDINGS LLC	ECONOMIC INCENTIVE PAYMENT #7	AP061520	4400	Economic Incentive	27,802.31
CHASE CARD SERVICES	PORTABLE JOHN FOR 67TH ST PROJECT	AP061520	4376	Ditch Projects	164.51
CHRISTOPHER B. BURKE ENG, LTD	IDOT DESIGN CALCULATIONS - 2020 ROAD PROGRAM	AP061520	4325	Consulting/Professional	230.00
JC LANDSCAPING/TREE SERVICE	DITCH PROJECT: 67TH ST RESTORATION	AP061520	4376	Ditch Projects	25,878.00
SHREVE SERVICES INC	TOPSOIL FOR 67TH ST DITCH PROJECT	AP061520	4376	Ditch Projects	4,160.00
				Total Capital Fund Expenditures	58,234.82
				Total Capital Improvement Fund	58,234.82
Report Total					547,969.10



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/18	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$4616.34- INCLUDING PAYMENTS RECEIVED	-4,616.34
05/01	TEDDYS RED HOTS DARIEN IL <i>PUBLIC WORKS MEALS</i>	163.14
05/08	STONEBRIDGE ENTERPRISE DARIEN IL <i>PUBLIC WORKS MEALS</i>	156.85
05/15	CHUCKS SOUTHERN COMFOR DARIEN IL <i>PUBLIC WORKS MEALS</i>	267.90
05/22	The Patio - Darien Darien IL <i>PUBLIC WORKS MEAL</i>	179.16
05/29	CHUCKS SOUTHERN COMFOR DARIEN IL <i>PUBLIC WORKS MEAL</i> MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$1020.57	253.52
05/08	AMZN Mktp US Amzn.com/bill WA <i>RETURN DIGITAL THERMOMETER</i>	-97.99
05/05	NSCA 719-6326722 CO <i>MEMBERSHIP - OFFICER VERSIS</i>	420.00
05/07	COMCAST CHICAGO 800-COMCAST IL <i>POLICE DEPT INTERNET</i>	268.35
05/12	USPS.COM CLICKNSHIP 800-344-7779 DC <i>POSTAGE - SGT TOPEL</i>	13.60
05/20	Amazon.com*M70S65EW1 Amzn.com/bill WA <i>LITHIUM BATTERIES</i>	6.13
05/21	AMZN Mktp US*M753V7140 Amzn.com/bill WA <i>FACE MASKS</i>	59.98
05/29	STAPLS7308130427000002 877-8267755 MI <i>AWARD COVERS</i>	76.96
06/01	AMZN Mktp US*M729M5R52 Amzn.com/bill WA <i>HARD DRIVE / FLASH DRIVES</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$885.00	137.97
05/06	ZOOM.US 888-799-9666 CA <i>VIDEO CITY COUNCIL</i>	14.99
05/14	ILLINOIS AWWA 866-5213595 IL <i>CLASS - DILLET</i>	211.00
05/14	PORTABLE JOHN 816-8387000 IL <i>PORTABLE 67th ST</i>	164.51
05/19	AMZN Mktp US*M73X403R0 Amzn.com/bill WA <i>LAWN MOWER TIRES</i>	439.90
05/22	COMCAST CHICAGO 800-COMCAST IL <i>PUBLIC WORKS INTERNET</i>	113.35
05/22	AMZN Mktp US*M74Y01GJ0 Amzn.com/bill WA <i>HAND SANITIZER</i>	71.99
05/26	CHICAGO TRIB SUBSCRIPTIO 312-546-7900 TX <i>CITY HALL TRIBUNE</i>	7.96
05/27	WALTER E SMITHE FURNITURE OAK BROOK IL <i>SHIELDS FOR CHAMBER</i> DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8085) \$3610.70	2,587.00
05/19	WAL-MART #2215 DARIEN IL <i>HANGERS FOR POLICE DEPT</i>	3.51
05/26	UPS (800) 811-1648 WESTMONT IL <i>SHIP TO UIC</i>	10.72
05/27	WAL-MART #2215 DARIEN IL <i>DISINFECTANT WIPES</i> THERESA ESTRADA TRANSACTIONS THIS CYCLE (CARD 8231) \$16.06	1.83

2020 Totals Year-to-Date	
Total fees charged in 2020	\$0.00
Total interest charged in 2020	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage	Balance Subject To	Interest
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June 2020						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

New Balance
\$5,532.33
Minimum Payment Due
\$1,106.00
Payment Due Date
06/24/20

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.
Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Previous Balance	\$4,616.34
Payment, Credits	-\$4,714.33
Purchases	+\$5,630.32
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$5,532.33
Opening/Closing Date	05/03/20 - 06/02/20
Credit Limit	\$50,000
Available Credit	\$44,467
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

If you experience COVID-19 related mail delivery disruptions, remember you can always access your statements on chase.com or the Chase Mobile App.

AGENDA MEMO**City Council****June 15, 2020****ISSUE STATEMENT**

Consideration to approve an ordinance amending the liquor code to expand the number of Class K liquor licenses from two (2) to three (3) for beer and wine sales at Broosters of Darien LLC.

ORDINANCE**BACKGROUND**

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by periodically auditing the number of licenses in several classes so that there are no (open) licenses available that are not assigned to a particular business. The liquor licenses are updated as new requests are generated from businesses.

Mayor Marchese received a request from Broosters of Darien LLC for a beer and wine liquor license for on-site consumption only. The restaurant is under new ownership, Mirko Sajic, and is located at 1010 Plainfield Road. The license required for the request would be a K License and would increase the number of K licenses to three (3). Mayor Marchese as Liquor Commissioner has indicated he does not oppose the request. Mr. Sajic has also agreed to the non-gaming agreement.

ATTACHMENTS

- A. [Email Request for Liquor License](#)
- B. [Summary description of liquor license classes](#)
- C. [List of liquor licenses currently issued by class](#)

COMMITTEE RECOMMENDATIONS

The Municipal Services Committee recommends approval of the proposed ordinance.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 15, 2020 City Council agenda for formal consideration.

MEMO

From: [Joe Marchese](#)
To: [Dan Gombac](#)
Cc: [Bryon Vana](#); [Joseph Hennerfeind](#)
Subject: Brooster's Liquor License
Date: Tuesday, May 26, 2020 2:48:56 PM

Dan:

I just talked to MIRKO SAJIC, the owner of Brooster's Chicken. Mirko would like a liquor license for on premise consumption (no take out) and he will waive the video game aspect. I told him it would take 4-6 weeks and that you would be in to talk to him with the application.

Thanks

Joseph A. Marchese

Mayor, City of Darien
630-353-8108
Celebrating "50" Years!

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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



hosts, hostesses, dancers, singers, models or other performance artists, or role playing interactions. (Ord. 0-39-94, 9-19-1994)

3-3-7: CLASSIFICATION OF LICENSES AND FEES:

3-3-7-1: CLASS A LICENSE:

- (A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. (Ord. 0-03-17, 4-3-2017)
- (C) The number of Class A licenses shall be ten (10). (Ord. 0-12-16, 4-4-2016)
- (D) The annual fee for a Class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-2: CLASS B LICENSE:

- (A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)
- (C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).
- (D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

3-3-7-3: CLASS C LICENSE:

- (A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)
- (C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).
- (D) The number of Class C licenses shall be one (1).
- (E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

3-3-7-4: CLASS D LICENSE:

- (A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)
- (C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)
- (D) The number of Class D licenses shall be nine (9). (Ord. 0-05-17, 4-3-2017)

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-5: CLASS E LICENSE:

(A) A Class E license shall authorize the sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Such license shall be authorized only at such location where prepackaged food is also sold and only in such locations where there are no seats for consumption of food on the premises. (Ord. 0-18-09, 6-15-2009)

(B) It shall be unlawful for any person to sell or offer for sale at retail any beer or wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any beer or wine at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class E licenses shall be five (5). (Ord. 0-07-12, 2-21-2012)

(D) The annual fee for a Class E license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-6: CLASS F LICENSE:

(A) A Class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.

(B) The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a Class F license.

(C) Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a Class F license.

(D) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class F liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within

such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

(F) The number of Class F licenses shall be one (1).

(G) The annual fee for a Class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-7: CLASS G LICENSE:

(A) A Class G license shall authorize the sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-22-14, 7-7-2014)

(C) The number of Class G licenses shall be one (1).

(D) The annual fee for a Class G license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-8: CLASS H LICENSE:

(A) A Class H license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

(D) The annual fee for a Class H license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-9: CLASS I LICENSE:

- (A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)
- (C) The number of Class I licenses shall be one (1).
- (D) The annual fee for a Class I license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-10: CLASS J LICENSE:

Temporary license, daily fee.

- (A) A Class J license shall authorize the sale at retail of alcoholic liquor for consumption only at the location and on the specified dates designated for the special event in the license. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.
- (B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)
- (C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

3-3-7-11: CLASS K LICENSE:

- (A) A Class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class K licenses shall be four (4). (Ord. 0-24-16, 7-18-2016)

(D) The annual fee for a Class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-12: CLASS L LICENSE:

(Rep. by Ord. 0-37-12, 10-15-2012)

3-3-7-13: CLASS M LICENSE:

(A) A Class M license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, and public patrons. The sale and consumption of alcoholic liquor shall be limited to the premises.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class M liquor license between eleven o'clock (11:00) P.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

(D) The annual fee for a Class M license shall be one thousand dollars (\$1,000.00).

(E) All proceeds and profits made pursuant to the operation of a business activity under this license shall be for a lawful nonprofit organization. No officer or owner of any licensee under this section shall individually receive any remuneration or compensation from the business activities pursuant to this license. (Ord. 0-26-13, 10-7-2013)

3-3-7-14: CLASS N LICENSE:

(A) A Class N license shall authorize the on premises consumption and retail sale of craft beer where the premises is that of a brewing facility. For the purposes of this subsection, "brewing facility" is defined as a place in which the primary business is the manufacturing, packaging, distribution, sale and storage of craft beer produced on the premises in compliance with Federal and State laws. The following regulations shall apply to the Class N license:

1. No more than a total of fifty thousand (50,000) gallons of beer shall be sold at retail in growlers, cans and/or bottles for off premises consumption per year.

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.
3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.
4. Product sampling shall be permitted in accordance with State law, at no charge.
5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.
6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

(C) The number of Class N licenses shall be one.

(D) The annual fee for a Class N license shall be two thousand dollars (\$2,000.00). (Ord. 0-34-14, 11-3-2014)

3-3-7-15: CLASS O LICENSE:

(A) A Class O license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class O liquor license between one o'clock (1:00) A.M. and seven o'clock (7:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class O liquor license between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

- (C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.
- (D) The number of Class O licenses shall be one.
- (E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

3-3-7-16: CLASS P LICENSE:

- (A) A Class P license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.
- (C) The number of Class P licenses shall be one.
- (D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017)

3-3-7-17: PAYMENT OF FEES, EXPIRATION DATE:

- (A) All liquor license fees shall be paid to the City Clerk at the time of application. If the license is denied, such application fee shall be returned. Said license fees shall be deposited in the General Fund of the City. A separate fifty dollar (\$50.00) nonrefundable license application fee for each person to be investigated under section 3-3-17 of this chapter plus reasonable costs shall be tendered to the City Clerk with each application submitted for license. Such additional costs shall include, but are not limited to, fingerprinting fees for each applicant and/or member stockholder, and as such fees may be increased from time to time by the Illinois State Police and the Federal Bureau of Investigation (FBI) and their successors and assigns.
- (B) All licenses shall expire on June 30 of each year. (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-14-05, 6-20-2005; Ord. 0-26-13, 10-7-2013; Ord. 0-34-14, 11-3-2014; Ord. 0-21-15, 6-15-2015; Ord. 0-12-17, 7-17-2017)

3-3-8: CONDITIONS AND RESTRICTIONS OF LICENSE:

- (A) Location:



Licenses Query

Class License	Business Name	Street #	Street Name	City, State Zip	License Numb
A					
	Aldi, Inc #80	2251	75th Street	Darien, IL 60561	A-6
	Brookhaven Marketplace	7516	Cass Avenue, Suite 3	Darien, IL 60561	A-1
	CVS Pharmacy #8501	8325	Lemont Road	Darien, IL 60561	A-4
	Darien Liquor	8125	Cass Avenue	Darien, IL 60561	A-7
	Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	Darien, IL 60561	A-11
	Jewel Food Store #0123	7335	Cass Avenue	Darien, IL 60561	A-3
	Osco Drug Store #0123	7329-7335	Cass Avenue	Darien, IL 60561	A-5
	Walgreens #06176	8300	Lemont Road	Darien, IL 60561	A-10
	Walgreens #09033	7516	Cass Avenue	Darien, IL 60561	A-9
	Walmart #2215	2189	75th Street	Darien, IL 60561	A-8
B					
	Alpine Banquets, Inc.	8230	Cass Avenue	Darien, IL 60561	B-1
C					
	Carriage Way West	8700	Carriage Green Drive	Darien, IL 60561	C-1
D					
	Al Chile Mexican Grill, Inc.	8123	Cass Avenue	Darien, IL 60561	D-5
	Aodake	2129	75th Street	Darien, IL 60561	D-3
	Chiba Japanese Restaurant	7533	Cass Ave	Darien, IL 60561	D-8
	Dotty's	7516	Cass Avenue, #24	Darien, IL 60561	D-9
	Mi Hacienda	2601	75th Street	Darien, IL 60561	D-6
	Old Vilnius Café	2601	75th Street, Unit B	Darien, IL 60561	D-7
	Patio Restaurant of Darien, Inc.	7440	Kingery Highway	Darien, IL 60561	D-2
	Tai San Chef	2813	83rd Street	Darien, IL 60561	D-1
	TGI Friday's Inc.	2201	75th Street	Darien, IL 60561	D-4
E					
	Circle K #6713	8975	Lemont Road	Darien, IL 60561	E-5
	Darien Pantry	737	Plainfield Road	Darien, IL 60561	E-1
	Speedway #1425	10250	Lemont Road	Darien, IL 60561	E-7
	Speedway #5344	8301	Lemont Road	Darien, IL 60561	E-2
	Speedway #7765	7502	Cass Ave	Darien, IL 60561	E-6
F					
	Chuck E. Cheese	7409	Cass Avenue	Darien, IL 60561	F-1
G					
	Dry Dock	1125	North Frontage Roa	Darien, IL 60561	G-1
H					
	Café Smilga	2819	83rd Street	Darien, IL 60561	H-3
	Home Run Inn Corp.	7521	Lemont Road	Darien, IL 60561	H-1
I					
	Q Bar	8109-8115	Cass Avenue	Darien, IL 60561	I-1
K					
	Buona	7417	Cass Avenue	Darien, IL 60561	K-3
	Stella's Place	2415	75th Street, Unit C2	Darien, IL 60561	K-5
M					
	VFW	801	Plainfield Road	Darien	M-1
N					
	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit	Darien, IL 60561	N-1
O					
	Chuck's Southern Comforts Café and Banq	8025	Cass Avenue	Darien, IL 60561	O-1
P					
	Zazzo's Pizza and Catering	7360	Route 83	Darien, IL 60561	P-1
Q					
	Carmelite Gift Shop	8501	Bailey Rd	Darien, IL 6051	Q-1



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-11(C)
OF THE DARIEN CITY CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL**

OF THE

CITY OF DARIEN

THIS 15th DAY OF JUNE, 2020

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of June, 2020.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-11(C)
OF THE DARIEN CITY CODE**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Section 3-3-7(11(C) “Class K License”, as amended is hereby amended to increase the number of Class K licenses from two (2) to three (3), to read as follows:

3-3-7-11: CLASS K LICENSE:

(C) The number of Class K licenses shall be three (3).

SECTION 2: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ORDINANCE NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
June 15, 2020

Case

PZC 2020-04 7729 Warwick Avenue (Gombac)

ORDINANCE

Issue Statement

Petitioners seek approval of a variation to Section 5A-7-2-6(A) of the City Zoning Code requiring a 35 foot front yard setback, for a proposed porch addition to the existing house at 7729 Warwick Avenue in Darien, Illinois.

General Information

Petitioners / Property Owners:	Daniel and Linda Gombac
Property Location / PIN#:	7729 Warwick Avenue / 09-27-308-011
Zoning / Land Use:	Site: R-2 / single-family residence North, South, East, West: R-2 / single-family residence
Comprehensive Plan:	Future Land Use: Low Density Residential
Size of Subject Lot:	77' x 131.45' x 96' x 140.45' = 11,653 square feet
Natural Features:	Relatively flat with mature pine tree in front yard
Transportation:	Frontage to Warwick with single drive to detached garage

Zoning Provisions

Section 5A-7-2-6(A); required minimum yards for single-family detached dwellings;
 Front Yard: 35 feet

Development History and Proposal

Platted in 1959 as a portion of the Braun and Aldridge Resubdivision, this neighborhood was developed with a permitted 30' front yard setback to the street. Subsequently becoming incorporated as a part of Darien, the R-2 zoning district amended this to a 35' front yard setback. The lot is improved with a single-story ranch and recently constructed detached garage. The petitioner proposes a substantial rehabilitation, including a second-story and planned front porch addition. The home sits between 35.80' and 36.06' to the front property line. The proposed 6' wide porch addition would be at 29.8', or a 5.2' encroachment into the required 35' front yard setback. The petitioner indicates that the rehabilitation will fit the character of the neighborhood as many homes were built to the previous 30' setback allowance.

Petitioner Documents (attached to this memo)

1. [Application](#), including narrative, variation justification, and supporting documents
2. [Plat of Survey](#)
3. [Floor Plans](#)

Staff Documents (attached to this memo)

4. [Location Map](#)
5. [Zoning Variation Decision Criteria](#)



Staff Plan Review

The petitioner is proposing a remodel of an existing home with an established setback. As a key piece to the new style of home, a front porch addition provides a prominent architectural entry feature, diffuses the scale of the second story addition, and does not encroach any further than some of the homes on the street, which staff has observed from approximately 28' to 36' in setback.

Findings of Fact

The Petitioners were asked to provide evidence or finding-of-fact that would support their requested variation, especially in terms of the pertinent variation criteria. Staff notes relevant criteria below:

- Unique Circumstances – zoning setbacks became more stringent over time.
- Character of the Locality – other homes on the street currently have similar encroachments.
- Essential Need – an entry porch is a typical feature that creates architectural interest, weather protection and neighborhood interaction.
- Smallest Solution – Although the porch could be reduced in depth, 6' allows for both passage and opportunity for seating, making a useable space.

PZC 6/3/2020

The Planning and Zoning Commission reviewed this petition at their public hearing on June 3. The petitioner presented the variation request and answered questions on neighborhood conditions. No residents were in attendance regarding the petition. The PZC made findings that the petition satisfied variation justifications and voted 9-0 to recommend approval of the request.

MSC – 6/15/2020

The Municipal Services Committee will discuss just prior to consideration by City Council and will forward a recommendation.

Decision Mode

The City Council will consider this this variation at its meeting on June 15, 2020.

ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONTACT INFORMATION

Daniel & Linda Gombac
Applicant's Name

Daniel & Linda Gombac
Owner's Name

7729 Warwick Ave
Address, City, State, Zip Code

—
Address, City, State, Zip Code

DAN - 630-514-2519
LINDA 630-660-7776
Telephone

—
Telephone

d.gombac@att.net
Email

—
Email

PROPERTY INFORMATION

7729 Warwick Ave
Property address

0927308011
PIN Number(s)

R-2
Zoning District

Residential
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.)

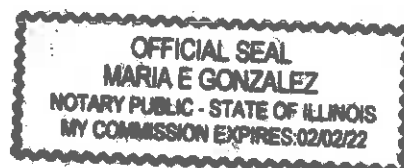
Request is to build a porch with a roof 6 foot
into the required setback within the
front building line

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that _____ 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 30th day of April 2020

Maria E. Gonzalez
Notary Public

For office use only	
Date Received:	<u>4/30/2020</u>
Case Number:	<u>2020-04</u>
Fee Paid:	<u>75.00</u>
Hearing Date:	<u>6/3/2020</u>



Daniel and Linda Gombac

7729 Warwick Ave

Darien, Il. 60561

May 20, 2020

REF: Introduction Letter for Front Porch Variation Request

Greeting Elected Officials,

We are the owners of the property located at 7729 Warwick Ave and currently own and live next door at 7731 Warwick Ave. We were fortunate to have the opportunity to purchase the home through a foreclosure last year. The property sat vacant for 3 years prior. We have lived in Darien for 34 years, raised our two children, and hopefully will be blessed to enjoy grandchildren in our new home. Our goal is to remodel the home from an outdated ranch to a Craftsman style. Our dream home and vision has been to enjoy a front porch.

As we purchased the home, the plat of survey revealed that the front building setback was 30 feet at some point in time, thereby allowing a covered porch. During our planning stages for the remodel it was identified that the zoning, for the R-2 District, is a 35 foot front yard setback, therefore prohibiting the encroachment.

Included and labeled as:

Attachment B, depicts the approximate measurement of the existing homes on Warwick Ave as they relate to the front yard setback. The majority of the homes were set back to a 27 to 30 foot front building line. Our home, along with four others have a front yard setback of approximately 34 feet.

Attachment C, Pgs-1-5, depicts our future home and existing homes with covered front yard porches on Warwick Ave.

Our neighbors are very excited for the renovation and during this process, we would like to request their signatures for support, pending social distancing. To have an opportunity to construct the porch, we are respectfully requesting consideration for a variation to allow a covered front porch as depicted per the elevation submitted.

Should you have any further questions, please feel free to contact us via cell phone or email at:

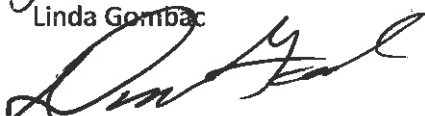
Linda Gombac - 630-660-7776 - lgmed@att.net

Daniel Gombac - 630-514-2519 - d.gombac@att.net

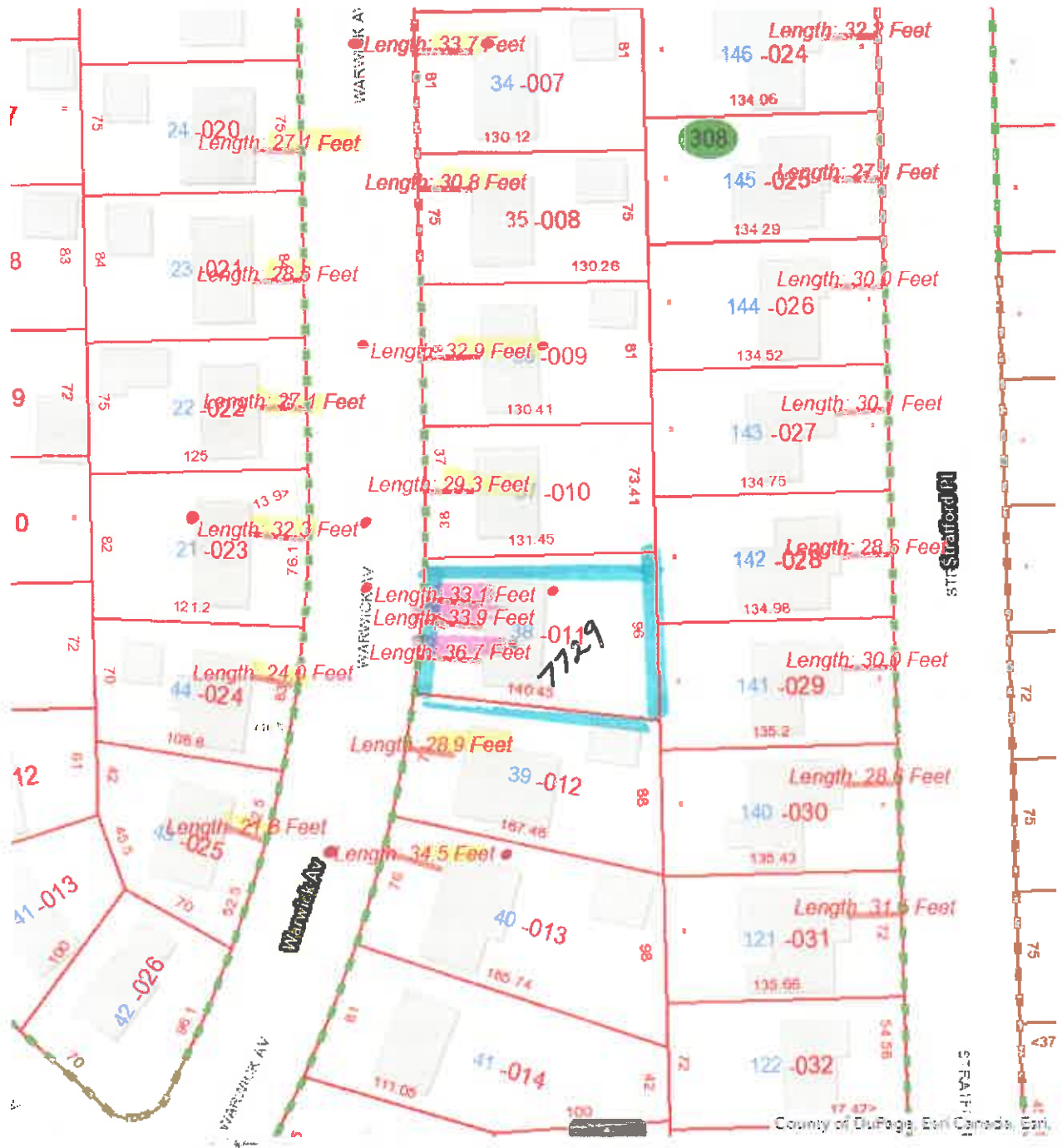
Sincerely,



Linda Gombac



Daniel Gombac



ATT A

EXISTING HOME 7729 Warwick Ave



Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



ATT. B: Page 1-5



Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View





Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



Page 3-5



Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



Page 4-5

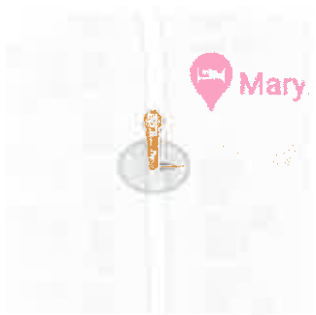


Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



City of Darien

Zoning Variations

Justification narrative

Design Criteria City Code 5A-2-2-3

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the zone.

The current home is setback approximately 5 foot further back from the original 30-foot front line building setback. Compared to the adjacent homes the subject home is set further back by approximately 5 foot back as compared to the adjacent homes. Aerial included, see Att A. The front porch would be an enhancement to the proposed renovation for a mission/farm style home.

2b. The plight of the owner is due to unique circumstances.

The existing setback criteria in the front yard does not allow for any expansion. The uniqueness is due to the style of the home which would complement the home. The plight of the owner is due to a unique circumstance, which requires a variance due to a 35 foot setback. The current home is approximately 1300 square feet and the petitioner would like to add on with a second story addition.

2c. The variation if granted, will not alter the essential character of the locality

The area is a rural area with mature trees, landscaping and various front building facades. There are existing limited porches within the neighborhood. Homes in the quadrant were built in the 1960's and the enhancement would be vitalizing for the area.

3a. Essential need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

The need is to create our dream home through the renovation. The petitioner will not devalue the neighborhood with the improvement. The petitioner is not looking for any financial gain. The home is for the petitioner.

3b. Problem with Property? There is a feature of the property such as slope or change made to the property , which does not exist on neighboring properties, which make sit unreasonable for the owner to make the proposed improvement in compliance with the zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of the purchase.

There is no problems with the property. The enhancement would be a revitalization to the block and neighborhood. The existing setback and position of the structure would not allow for any type of porch.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring difficulty or hardship or reduce the amount of variation required to make such improvements.

The existing structure would have to be razed and rebuilt and would not be economically feasible.

3d. Create Neighbor Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause unreasonable burden, or loss of value to the neighboring properties.

Porches of such are attractive design to a home and the variation is not unique to the City of Darien. The enhancement should encourage adjacent property owners to consider the enhancement of their properties in the future redevelopment of the area.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

The variation is not unique to Darien properties and may result in future requests from property owners within the neighborhood.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

The benefits outweigh any negative impacts such as:

Promoting redevelopment

Increasing energy performance by protecting the existing façade of a home due to weathering and increase R-factors

Promoting land values through design innovation

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

Dan and Linda Gombac, believe that the above standards support the spirit of the above and the City of Darien.

PETITION

REQUEST FOR A VARIATION FOR A FRONT YARD SETBACK FOR A PORCH

Dear Homeowner,

We are Linda and Daniel Gombac and are the owners of 7729 Warwick Ave. We are currently requesting the City of Darien for a variation for a front yard setback. The setback being requested is to construct a 6 foot porch from the front of the existing home and by 35 feet long. The current setback is 35 feet and we are requesting a 6 foot variation. The porch would be part of the 2nd story addition we plan on constructing. We respectfully request your support for the proposed porch through a signature for support. Thank you in advance for your support.

Sincerely,

Linda and Daniel Gombac

Signatures In Favor

Signatures Opposed

Name Carol King
Address 7721 Warwick

Name _____
Address _____

Name Dennis King
Address 7721 Warwick

Name _____
Address _____

Name Mary J. Ily
Address 7717 Warwick

Name _____
Address _____

Name Steven K Ily
7717 WARWICK

Name _____
2

Name MIKE CANAS

Name _____

Address 7801 Warwick Ave

Address _____

Name Bob Razmi

Name _____

Address 7802 Warwick

Address _____

Name DAVE HAGEN

Name _____

Address 7735 WARWICK
DARIEN

Address _____

Name Jinda Amber

Name _____

Address 7731 Warwick Ave,
Darien, IL 60521

Address _____

Name Mike Bell

Name _____

Address 7710 Warwick Ave

Address _____

Name Eric Holzwart

Name _____

Address 7726 Warwick Ave Darien

Address _____

Name Walter Farnite

Name _____

Address 7730 WARWICK AVE
DARIEN, IL

Address _____

Name Lilia Farnite

Name _____

Address 7730 Warwick
Darien IL 60561

Address _____

Name Ella Doris

Name _____

Address 7806 Stratford Ave
Darien, IL 60561

Address _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

Name LISA Bugnall

Name Glennine → for the variance signed in wrong column

Address 7710 WARWICK AVE.
Darien, IL 60561

Address 7734 Warwick
Darien

Name Laura C. Nash

Name _____

Address 7714 Warwick Ave.
Darien, IL 60561

Address _____

Name Bruce F. Nash

Name _____

Address 7714 Warwick Ave
Darien, IL 60561

Address _____

Name Crystal Bane

Name _____

Address 7718 Warwick
Darien, IL 60561

Address _____

Name M. J. J. J.

Name _____

Address 7722 Warwick

Address _____

Name [Signature]

Name _____

Address 7725 Warwick Ave

Address _____

Name Holly Ford

Name _____

Address 7734 Warwick
Darien

Address _____

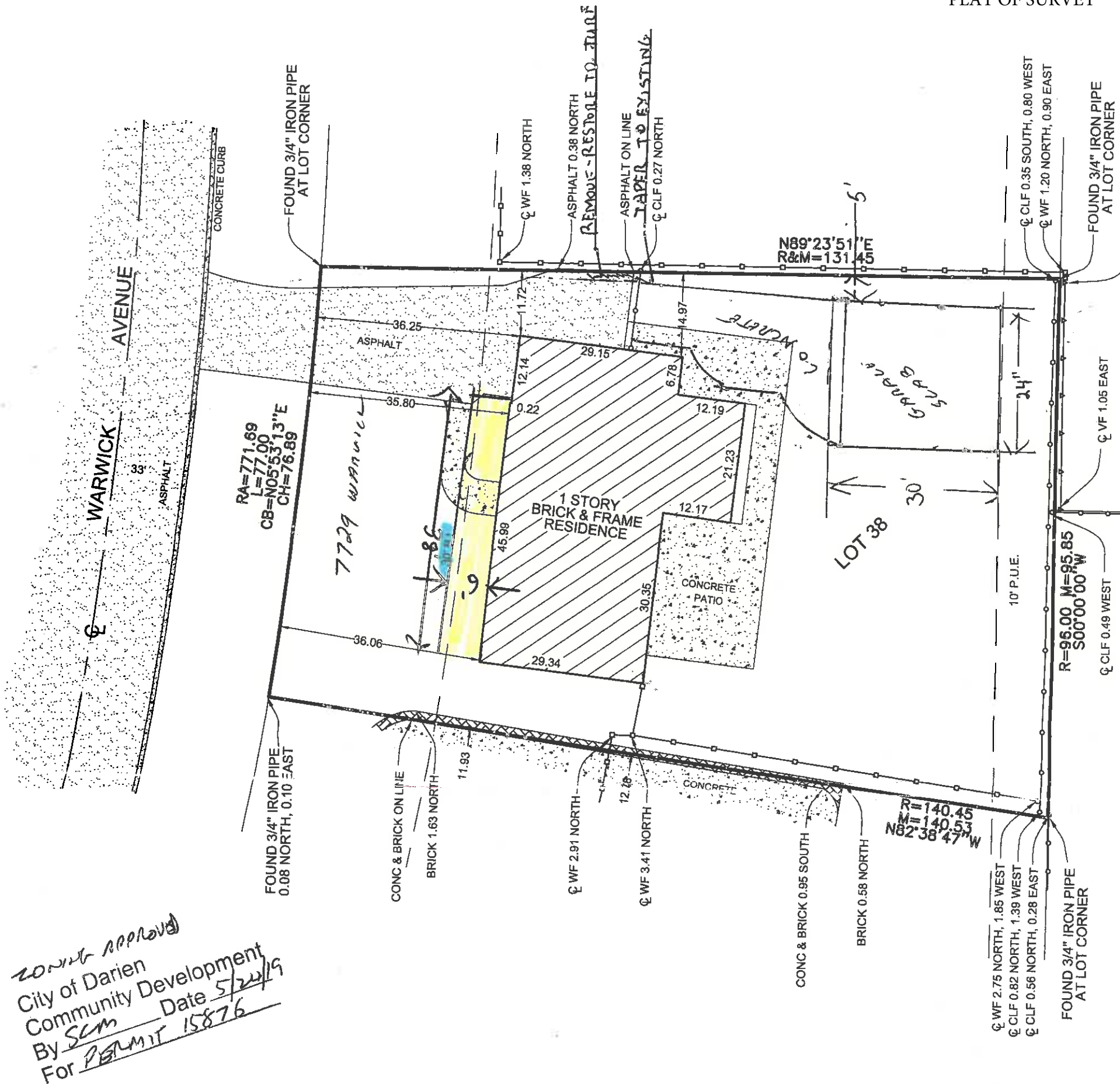


LOT 38 IN BRAUN AND ALDRIDGE, INCORPORATION'S RESUBDIVISION, A RESUBDIVISION OF PART OF BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JULY 21, 1959 AS DOCUMENT 932270 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 3, 1959 AS DOCUMENT 933787, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 7729 WARWICK AVENUE, DARIEN.

PLAT OF SURVEY

1/4 -
1/8 = 2.5'



ZONING APPROVED
City of Darien
Community Development
By *SCM* Date *5/24/19*
For *PERMIT 15876*

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: APRIL 19TH, 2019.
BUILDING LOCATED: APRIL 19TH, 2019. FILE: 190732.CRD
ORDERED BY: DANIEL GOMBAC
PLAT NUMBER: 190732 SCALE: 1" = 20'

LEGEND

- M. = MEASURED DIMENSION
- R. = RECORDED DIMENSION
- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- C. = CENTER LINE
- C.L.F. = CHAIN LINK FENCE
- W.F. = WOOD FENCE
- V.F. = VINYL FENCE
- I.F. = IRON FENCE

STATE OF ILLINOIS)
COUNTY OF COOK) ss. LOT AREA: 11,853 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

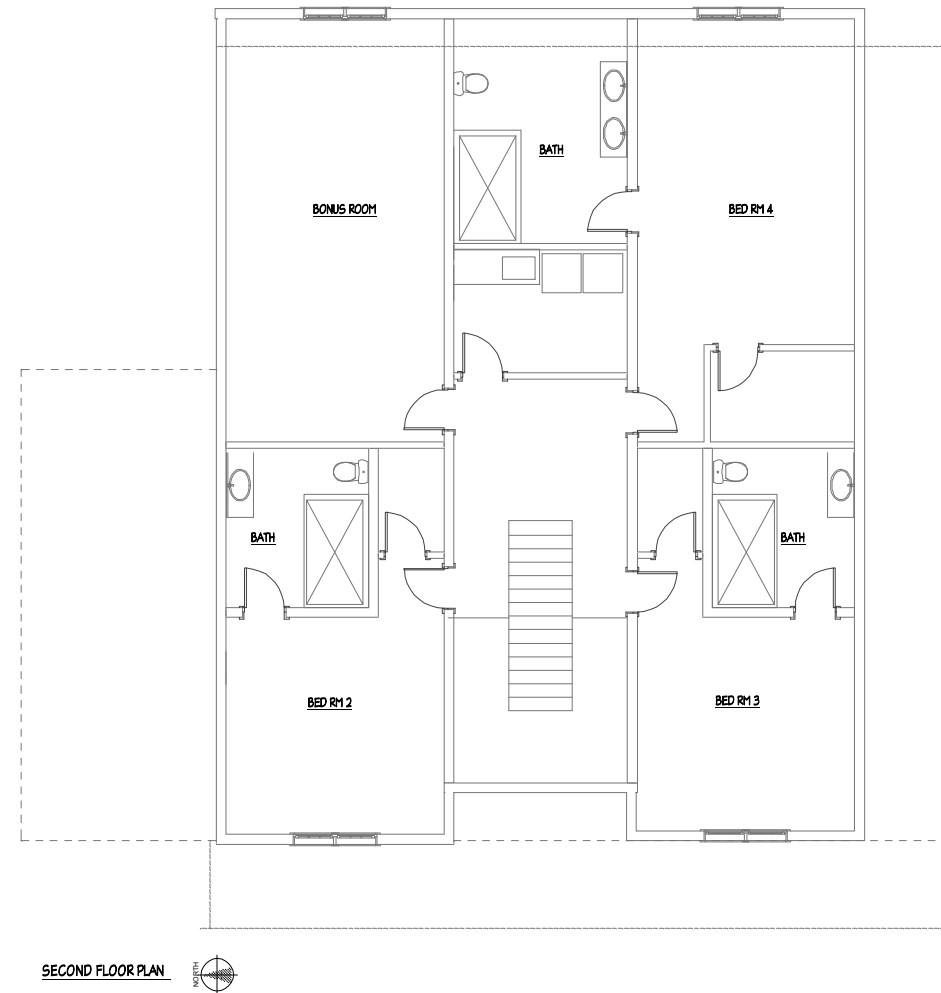
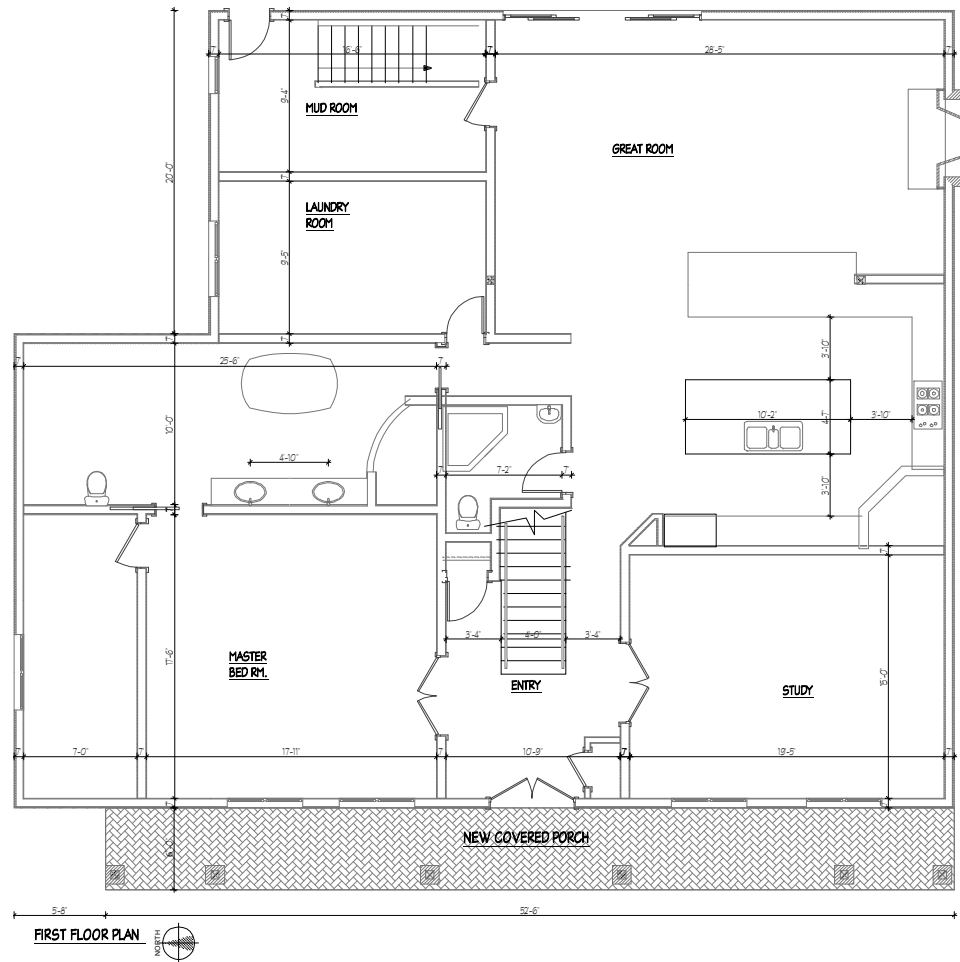
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: *Russell W. Schomig*
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



LICENSE EXPIRATION 11-30-2020

AC RESIDENCE
7729 WARWICK AVE.
DARIEN, IL



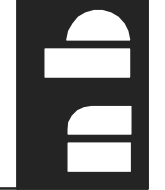
n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773

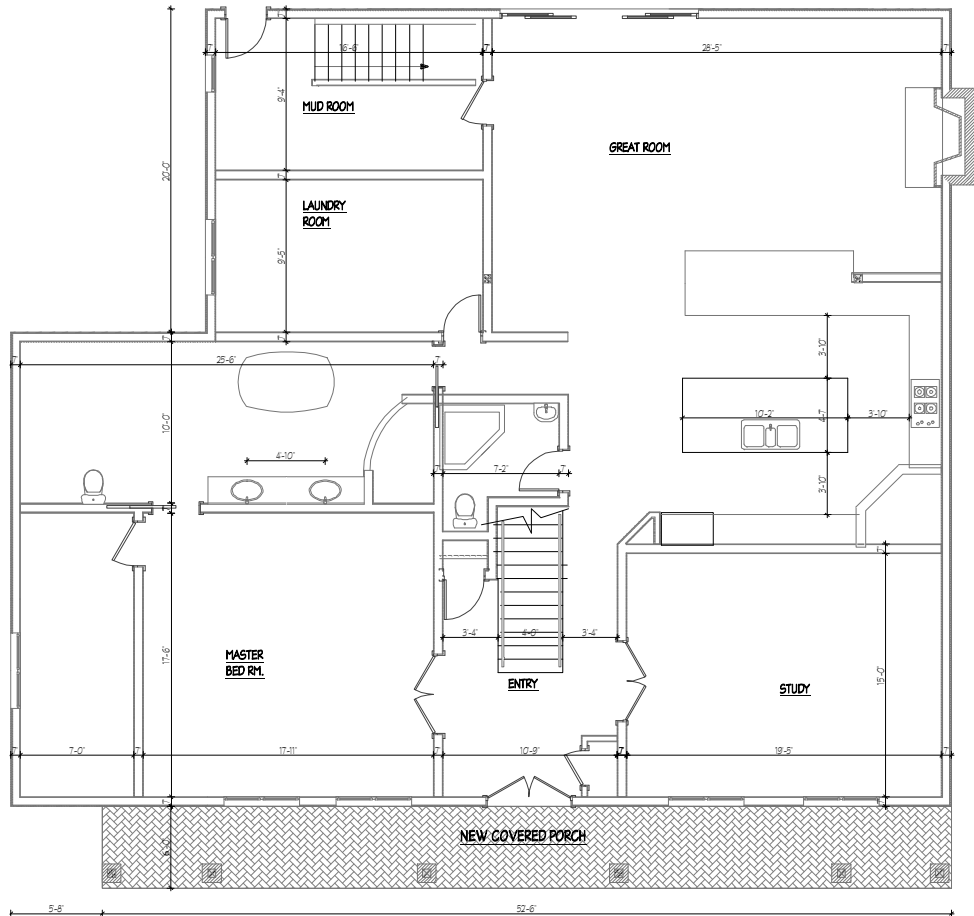
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ARCHITECTS, IN WRITING, OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME.

DATE	05/13/20
DRAWN BY:	
SCALE:	
APPROVED BY:	

PLAN No.
SHEET No.





FIRST FLOOR PLAN





DuPage County
Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# (630)407-5000
Email: gis@dupageco.org

DuPage Maps Portal:
<http://dupage.maps.arcgis.com/home>

DuPage County, Illinois Web Site:
www.dupageco.org



This map is for assessment purposes only.

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CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

2b. The plight of the owner is due to unique circumstances.

2c. The variation if granted will not alter the essential character of the locality.

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.



CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING REGULATIONS**

(PZC 2020-04 7729 Warwick Avenue)

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 15th DAY OF, JUNE 2020**

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
_____ day of June, 2020.**

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING REGULATIONS**

(PZC 2020-04 7729 Warwick Avenue)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Regulations; and

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Regulations, Section 5A-7-2-6(A) of the City Code, that otherwise requires a front yard setback of 35 feet, to allow for construction of a front porch addition on the Subject Property, which has a front yard setback of 29.8 feet, and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition for variation was held before the Planning and Zoning Commission on June 3, 2020; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of June 3, 2020, recommended approval of the petition herein described and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on June 15, 2020, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

ORDINANCE NO. _____

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7729 Warwick Avenue, Darien, Illinois, and legally described as follows:

LOT 38 IN BRAUN AND ALDRIDGE, INCORPORATION'S RESUBDIVISION, A RESUBDIVISION OF PART OF BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORNING TO THE PLAT OF SAID RESUBDIVISION RECORDED JULY 21, 1959 AS DOCUMENT 932270 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 3, 1959 AS DOCUMENT 933787, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-27-308-011

SECTION 2: Variations from Zoning Regulations Granted. A variation is hereby granted from the Zoning Regulations, Section 5A-7-2-6(A) of the City Code, that otherwise requires a front yard setback of 35 feet, to allow for construction of a front porch addition on the Subject Property, with a front yard setback of 29.8 feet.

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should

ORDINANCE NO. _____

be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. This Ordinance 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 15th day of June, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

ATTEST: _____
JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
June 15, 2020

Case

PZC 2020-05 7532 South Cass Avenue (Sign Variations)

Ordinance – see attached

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

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.
4. Section 4-3-7(E): Variation to reduce the required setback from the street right-of way from 4 feet to 1.93 feet.
5. 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 two 10 second position for community engagement messages or may allow advertising to non-profits within the community.
- The two businesses located on the property and Brookhaven Marketplace are entitled to one 10 second position to share.

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.

Amended Petition

Previously considered under Case# PZC 2020-01, the initial proposal presented options for both one sign and two signs as separate votes. One sign received a positive recommendation (5-3), and two signs received a negative recommendation (2-6) from the PZC. With discussion and direction from the Municipal Services Committee, City Council was presented these options with an additional alternative. A third option was considered that would permit the installation of one sign, and limit construction of the second sign exclusively to infrastructure. Completion of the second sign could not occur without a second ordinance of approval by Council. This process would allow for codification of the necessary variations, permit construction of the first sign to evaluate net effect in advance of a second sign, and provide expiration of the second sign variations in the event it was not requested within one year of initial construction. Although Council recommended this third alternative with a vote of 5-2 directing staff to prepare the necessary corresponding ordinance, the ordinance did not receive approval, specifically for details in the Lease Agreement. Since that denial, staff has renegotiated the lease terms and received authorization from Council to re-present the third option for new consideration.

Request as Amended from PZC 2020-01:

Approval to permit the construction of one electronic message board sign at 7532 South Cass Avenue with conditional approval for a second sign subject to the following provisions:

- a. Infrastructure and foundation for the second sign may be completed with initial construction.
- b. Prior to the above-grade construction of second sign, signage shall be subject to additional approval by Council ordinance.
- c. In the event a second sign is not requested or constructed, variation approvals for said second sign will expire one (1) year after the date the first signage becomes operational.

These proposed conditions would be written into the approving ordinance. In addition to this amended request, the Lease Agreement has been revised to reduce the lease term to 10 years (from 25 years with options for automatic renewals), and provides the City with a second 10-second spot with opportunities to allow non-profits within the City to utilize.

Variation Review

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

Standard	Code Requirement	Proposed	Variation Requested
Sign Type - Electronic Message Board Signs	Prohibited	Permitted	Allow EMB
Sign Type - Advertising Signs	Prohibited	Permitted	Allow Advertising
Ground Sign - Number	1 per frontage	2 signs	Meets Code
Sign 1 – Faces Southeast to intersection- 7' x 14' electronic message board			
Height	12 feet	12 feet	Meets Code
Size	60 square feet	98 square feet	+38 sq ft increase
Location	4 feet from property line	4 feet	Meets Code
Sign 2 – faces North to Cass Avenue - 6' x 12' electronic message board			
Height	12 feet	Permitted	
Size	60 square feet	72 square feet	+12 sq ft increase
Location	4 feet from property line	1.93 feet from property line	2.07 ft encroachment

The variations represent permissions to both code prohibitions, and size, and setback 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.

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.

Historical 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. [Location Map](#)
4. [Public Comments](#)
5. [Conceptual Photos, Renderings and Views](#)
 - a. Signage View – looking southwest on Cass Avenue
 - b. Signage View – looking northwest from Cass/Plainfield intersection
 - c. Signage View – Cass Plainfield intersection with proposed Retail Building
6. [Plat of Survey](#)
7. [Signage Details](#)
 - a. Sign 1 - 7x14 site plan
 - b. Sign 1 - 7x14 site rendering
 - c. Sign 1 - 7x14 landscape plan
 - d. Sign 1 - 7x14 landscape rendering
 - e. Sign 1 - 7x14 elevation
 - f. Sign 1 - 7x14 structural plan
 - g. Combined Site Plan (with future sign 2)
 - h. Sign 2 - 6x12 elevation (future sign)
 - i. Sign 2 - 6x12 structural plan

PZC 6/3/2020

The Planning and Zoning Commission reviewed this petition at their public hearing on June 3. One resident was in attendance and spoke to obtain information clarification. Two additional public comments in opposition were received via email and added to previously included comments. Commissioner Brian Gay provided photos of similar existing signage for discussion.

Staff explained that the petition request consisting of two signs, with the second sign deferred as previously considered by Council. The PZC raised similar issues from previous presentations regarding overall size, number and setbacks of signs. Renegotiated Lease terms were presented, as well as conditions for the installation of the second sign. Discussion focused on non-Darien business advertisement, traffic concerns, and the three-party structure of the agreements. As presented a negative recommendation was forwarded with a voting record of 1-8.

An amended motion was made to consider only one sign, which received a positive recommendation of 5-4.

MSC – 6/15/2020

The Municipal Services Committee will discuss just prior to consideration by City Council and will forward a recommendation.

Decision Mode

The City Council will consider this this variation at its meeting on June 15, 2020.



ZONING APPLICATION

CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darieni.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 60108
630.212.1644
Telephone
JMANDS@BAJIAFINANCIAL.COM
Email

PROPERTY INFORMATION

7532 S. CASS AVE
Property address
B2
Zoning District

09-2B-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

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that DANIEL COMBAC 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 20

Maria E. Gonzalez
Notary Public

Table with 2 columns: For office use only, and handwritten entries for Date Received (1/17/2020), Case Number (2020-01/2020-05), Fee Paid (N/A), and Hearing Date (2/5/2020/6/3/2020).



SIGN AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____ 2020 by and among the ***CITY OF DARIEN***, a Municipal Corporation ("City") and 7532 CASS AVENUE, LLC, an Illinois limited liability company ("Owner"), and BRT OUTDOOR, LLC ("BRT")

RECITALS

WHEREAS, Owner is the owner of property identified on **Exhibit A** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Owner and City have entered into an Easement Agreement pursuant to which Owner has granted City temporary and permanent easement on that portion of the Subject Property identified as the "Easement Area" on the Plat appended to this Agreement as **Exhibit B**; and

WHEREAS, the easement granted therein is for the purpose of allowing for the operation and maintenance of advertising signage within the designated Easement Area; and

WHEREAS, BRT is in the business of installing and maintaining digital display multiple message signs ("Digital Displays"); and

WHEREAS, BRT has requested that it be permitted to install digital display signage within the Exhibit B Easement Area; and

WHEREAS, Owner and City have agreed to authorize BRT to construct and maintain Digital Displays within the Easement Area, subject to the terms, conditions and limitations set forth hereinbelow.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

USE OF EASEMENT AREA FOR DIGITAL DISPLAYS

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

1. ***TERM***

The right to install and operate the Digital Displays at the Easement Area shall commence on the date this Agreement is approved by the City's corporate authorities (the "Commencement Date") and shall continue for a period of ten (10)

years from the date construction is completed and the Digital Displays are operational (the "Expiration Date").

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

2. COMPENSATION TO OWNER AND CITY FOR USE OF EASEMENT AREA

Upon completion of construction, BRT will display multiple messages on each panel in a fixed rotation of not more than an 8-image rotation, with not less than ten (10) seconds duration per image. In particular:

A. The City shall be entitled to two (2) positions in the display rotation at no cost to the City.

(i) One position will be for the City to display content dealing with City activities as determined by the City; and

(ii) A second position shall be reserved for content on behalf of local not-for-profit organizations ("NFPs") as designated by the City from time to time. The City shall provide BRT with City-approved NFP content for display and for term of display.

B. Owner shall be entitled to one (1) position in the display rotation at no cost to Owner, to be shared equally among Owner's two tenants (as designated by Owner from time to time), and Brookhaven Foods grocery store.

C. The remaining rotation positions shall be at the discretion of BRT, subject to the user limitations found in Section 6C of this Agreement.

3. 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 as shown on Exhibit 1 attached to this agreement.

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

4. 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 Easement Area to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the Easement Area 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 Easement Area 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.

5. 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.

6. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the Easement Area 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 the Subject 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 Easement Area.

7. 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 Easement Area 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 and Owner with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City, Owner, and their respective officers, agents and employees, with original endorsements affecting coverage required hereunder. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on the insurer's behalf.

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.

8. RESTORATION OF EASEMENT AREA

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 Easement Area to its pre-existing condition.

9. 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 Easement Area 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.

10. 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) BRT's failure to provide the Base Position in accordance with this Agreement;

(ii) BRT's 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;

(iii) BRT's failure to maintain the signage in a form consistent with then-current technology;

(iv) BRT's filing a voluntary or involuntary petition under any bankruptcy or insolvency law; or

(v) BRT's discontinuance of business for a period of three (3) consecutive months.

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.

11. 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 Easement Area 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.

12. 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.

13. LITIGATION; NOTICE; INTERVENTION

In the event any litigation is filed against the City and/or Owner or the digital displays, City and/or Owner will promptly notify BRT. City and Owner shall not object to any petition filed by BRT seeking to intervene in said litigation.

14. 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:

IF TO CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

IF TO BRT OUTDOOR, LLC:

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

With A Copy To:

John B. Murphey
Odelson, Sterk, Murphey, Frazier &
McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805

IF TO OWNER:

7502 CASS AVENUE, LLC
c/o JEMCO & Associates, Ltd.
242 Bunting Lane
Bloomington, IL 60108

With A Copy To:

Anthony Pavone
Pavone Law Group
255 East Lake Street
Suite 301
Bloomington, IL 60108

15. 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 shall be recorded by the 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 among the parties and any ambiguities shall not be interpreted in favor of the parties.

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

7532 CASS AVENUE, LLC

By: _____

Attest: _____

EXHIBIT A

7532 SOUTH CASS AVENUE

PARCEL # 0928402025

EXHIBIT B

(Insert Survey)

MEMO

402

LOCATION MAP



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



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MEMO

From: sarah_nordan
To: Joseph Hennerfeind
Subject: Case #2020-05
Date: Thursday, May 21, 2020 4:38:09 PM
Attachments: Screen Shot 2020-05-21 at 4.03.50 PM.png

In regards to the public hearing taking place over the building of electronic advertising:
I am a Darien resident and DO NOT support these plans to build an electronic message board on the corner of Brookhaven Plaza.
I have seen a similar electronic board in Bolingbrook with this exact image displayed for a dental office.



Is this how we want to welcome people to Darien?

Signing a contract with this company gives us no say in what images or companies will be able to advertise and display in Darien.

We can build a welcome sign to Darien without advertisements. The argument that we will reach those without internet access is ill-conceived. Darien magazine, park district newsletter, and the Indian Prairie Public Library keep those without internet well informed.

Do we want to promote our town as "A nice place to live"? Then let's not contribute to light pollution, wasted energy, distracted drivers, and unsightly imagery. Building such a sign will surely take away from Darien's charm.

I respectfully ask that you consider these points and do not build this sign.

Thank you,
Sarah Jane Nordan

From: [Bialas, Mike \(CCI/HCC\)](#)
To: [Joseph Hennerfeld](#)
Cc: [Ted schauer](#)
Subject: Case 2020-5 comment
Date: Friday, May 22, 2020 9:43:53 AM

Joe,

I'm writing regarding Case 2020-5 concerning the City's petition to permit the construction of two electronic message board signs at the northwest corner of Cass and Plainfield. While I'm not against the signs themselves, I don't support the signs being leased on a long-term basis to a third party primary for advertising purposes. I can understand the City and Darien not-for-profits using the sign to communicate local events and information; however, I feel advertising messages (albeit for local businesses) is an unnecessary and unsightly distraction.

I'm sure the lease mechanism is a means to get it built now. I would rather see the City control the sign even it takes several years to save for the construction.

Thanks.

Mike Bialas


Darien, IL 60561



From: [Eric Gustafson](#)
To: [Dan Gombac](#); [Joseph Hennerfeld](#)
Subject: Fwd: Signage at Cass and Plainfield Roads
Date: Friday, May 22, 2020 12:15:41 PM

Fyi

Sent from my iPhone

Begin forwarded message:

From: NICHOLAS DARIEN [REDACTED]
Date: May 22, 2020 at 12:12:33 PM CDT
To: egustafson@darienil.gov
Subject: Signage at Cass and Plainfield Roads
Reply-To: NICHOLAS DARIEN [REDACTED]

Hello Eric,

After reading intended variations for anticipated signage at Cass and Plainfield Roads, I have substantial reservations about two of the intended variations. Certainly promotional support is essential for businesses, but the size increase variations from the code 60 sq. ft., to 72 sq. ft. (20%) for one sign and 98 sq. ft. (almost 50%) for the other, are extreme. Also changing the set back from 4 ft. to 1.93 ft. almost places the signs in the right-of-way. If my understanding is incorrect, please clarify. The oversize sign near the clock water tower already overwhelms the intersection and detracts from the charm of water tower City icon. Variations from regulated requirements should be minimal; variations extreme as those proposed for the signs go beyond the intent of having guidelines.

Nick Darien at 8462 Sandalwood Ct. in the Water Tower Court townhomes.

From: [Lana Johnson](#)
To: [Joseph Hennerfeind](#)
Subject: Cass/Plainfield Sign
Date: Thursday, May 28, 2020 7:49:37 AM

Hello Mr. Hennerfeind:

I'm writing today regarding the proposed sign at Cass and Plainfield. My name is Lana Johnson, I've lived in Darien with my husband and three kids since 2006. My son will attend HSHS as a freshman next year and my daughters will be at Cass. Thank you for all you do to help make Darien the best it can be.

Our goal in Darien is to continuously make this "a nice place to live." Installing an advertising sign at the NW corner of Cass and Plainfield is not consistent with that vision.

I feel strongly that this type of sign will cheapen our city. I am familiar with the sign in Bolingbrook near IKEA and I shudder to think we would have such a sign in our "downtown" area.

If we have a desire for signage at that location, we should opt for something tasteful and classic that truly says "welcome to Darien." Flashing advertisements are not appropriate nor wanted. An attractive and classic sign with beautiful landscaping would be ideal, but an advertising sign that could also potentially distract drivers is not what Darien residents deserve.

We especially don't need this sign if we don't have control over the businesses that are being advertised on it.

You would never see our neighboring cities like Burr Ridge, Hinsdale, Clarendon Hills or Downers Grove implementing such an advertising sign in such a prominent spot (if at all).

I greatly appreciate all of the efforts you and others make to continuously improve Darien; you continue to make great strides at developing this area. Please don't cheapen our town with a billboard style advertising sign and please continue to endeavor to elevate our surroundings.

Thank you,
Lana Johnson

[REDACTED]

Darien, IL

From: Doreen Bilba
To: Joseph Hennerfeind
Subject: No giant sighs
Date: Friday, May 29, 2020 5:50:23 AM

Please do not bring anymore obstruction to that corner. I am a property owner for 27 years. I work in Darien at the Starbucks. The backed up traffic is crazy and once Dunkin is in with a drive through. This will not be a nice place to live. We are a nice place to live as we claim.

Too much distraction And Lighted sighing would not make the fountain resting place restful anymore. Why did we bother to make such a place than? City planner needs to wake up and bring beauty to our town bring young family's here. Bring your attention to our parks and schools. Let's keep low key and be Darien a nice place to live.

No more lights and giant lighted signs

We are not a large town, beautiful homes quiet and classy.
Let's keep it that way !

Sent from my iPhone

From: Bryon Vana
To: Joseph Hennerfeind; Dan Gombac
Subject: FW: Tonight's board meeting
Date: Monday, June 1, 2020 3:01:59 PM

Joe H

Info

Bryon D. Vana

Bryon D. Vana

City Administrator -City of Darien, Office phone – 630-353-8114

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: Matthew Stafford [REDACTED]
Sent: Monday, June 01, 2020 2:43 PM
To: Joe Marchese <jmarchese@darienil.gov>; Bryon Vana <bvana@darienil.gov>
Subject: Tonight's board meeting

Hello Mayor Marchese & City Administrator Vana,

I was hoping to be at the meeting tonight, but I won't be able to be there in person. I will attend the planning board meeting Wednesday, but wanted to get my thoughts to you regarding the sign.

When the original proposal was scrapped, I was overjoyed. I was just as disappointed to see it brought back to life in a new form. I understand that the city wants a better way to communicate with residents, but this sign is not the answer.

Residents that aren't able to follow Darien on social media and e-mail aren't going to get any value from a digital display either-especially when 80% of the content is advertising unrelated to city affairs.

I was concerned about questionable advertising that could be displayed, and I see that specific issue has been addressed. However, I still feel this will be bad for Darien businesses. How long can these businesses afford to pay to advertise before out-of-town companies swoop in and grab those ads and pull people out of town? Portillo's would love to grab business from Teddy's. Downers Grove sushi shops would love to poach business from Aokade. Meatheads or even Wendy's would target Culver's. Even our slot lounges will see business move elsewhere as flashy new ads for slot shops in other towns pop up.

If the city insists on doing a sign, I suggest a smaller sign- constructed and installed by a contractor of the city's choosing. Paid for by the city, and all content controlled by the city. Discounts for Darien advertisers.

Thanks for allowing me to present my opinions and thank you for your time.

Matthew Stafford



From: [Rich Brandeis](#)
To: [Joseph Hennerfeind](#)
Cc: [Joe Marchese](#); [Ted schauer](#); [Bryon Vana](#)
Subject: Darien sign
Date: Monday, June 1, 2020 7:32:29 PM

Joe, I am writing to express my opposition to a sign being placed in Darien. My understanding is that it is proposed to be placed at Cass and 75th. That is already a busy intersection and our small downtown is not large enough to accommodate a sign there.

I also have not read that the positives outweigh the negatives of having the sign. The city will not get much, if any revenue from it and it will distract drivers. I have also read that the city will not be 100% responsible for the content which I have real concerns about! I don't want others posting advertisements or announcements which may not be in Darien's best interest!

A number of businesses already have signs out front of their stores so there is no need for a large sign at that already busy intersection.

If part of the purpose is for city announcements or alerts that should be placed in front of city hall.

We are not Bolingbrook or Oak Brook. We are little Darien with a very small down town area that needs much needed work before an ugly sign is erected!

I hope you take my feedback into consideration when discussing the future course of the sign!

Thanks!

Joan Gundlach Brandeis



Sent from [Mail](#) for Windows 10

From: [Matthew Stafford](#)
To: [Joseph Hennerfeind](#)
Subject: Digital sign board
Date: Wednesday, June 3, 2020 12:06:31 PM

Hello Mr. Hennerfeind,

I was hoping to attend the meeting tonight in person, but a conflict has come up. I did e-mail the Mayor in advance of the full council meeting on Monday with similar sentiments, but I want to make sure I get my comments on the record with the planning board.

I was incredibly happy when the original proposal failed. I was equally dismayed to hear the plan resurrected in a new form. My issues with the original sign were 3 fold. 1. The sign will be an eyesore. 2. The 25 year contract. 3. The City earning 0 revenue from said sign and having 0 control over the advertising content.

Now that the contract is 10 years, I still have 2 major issues.

1. The sign will still be an eyesore. Giant LED boards like this belong on highway billboards or in industrial/commercial areas, not 50 feet from residents.

2. I understand there are new provisions to prevent certain advertisers (marijuana, adult-oriented stores, etc) but that does nothing to prevent out-of-town businesses from using this sign to poach business from darien companies. Does anyone think Portillos won't immediately start running ads to pluck customers from Teddy's Red Hots? Or Meatheads from Culvers? Or one of the dozens of slot cafes that will draw tax revenue out of Darien and to our neighboring towns?

The city wants a better way to communicate with residents, but this sign is not the answer. This sign is simply a way to pay for some landscaping at the intersection. There's no out-of-pocket cost for Darien, but when you put up a monstrosity at the entrance to the city, there will be a price to pay.

A better option is a smaller sign, constructed by the city with content controlled 100% by the city. The best option is no electronic sign board at all.

Thank you for your time,

Matthew Stafford












PRIME STEAKS, CHOPS
& PRIME COCKTAILS

CUT 158

Drophouse

751 N Chicago St | 857-408-7407

Romeoville









CELEBRATING 50 YEARS
Darien
Illinois
CITY OF DARIEN

DUNKIN'
DONUTS

CASS AV

Fairfield Rd

ELKO

City Professional Center
City of Darien
1000 Fairfield Rd
Darien, IL 60155
630-261-1000



CASS AV



CELEBRATING 50 YEARS
Darien
Illinois

CITY OF DARIEN

Taekwondo USA



Cass Av

CELEBRATING 50 YEARS
Darien
Illinois

CITY OF DARIEN

PIZZERIA & TAP

BROOKLYN
MARKETPLACE

MEMO

PROFESSIONAL DESIGN FIRM LS/P/E/S/E REGISTRATION NO. 184-002111

ALTA/ACSM Land Title Survey

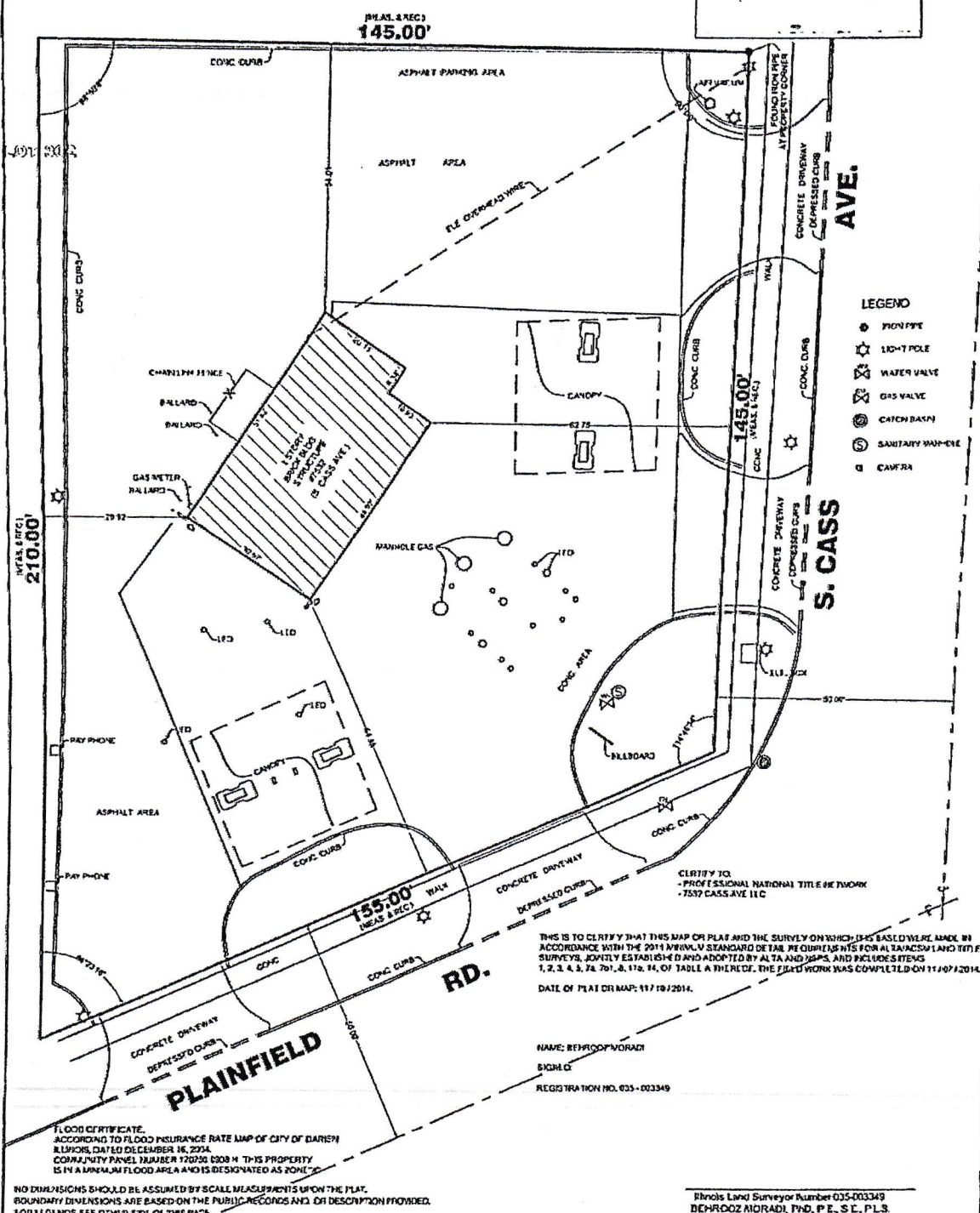
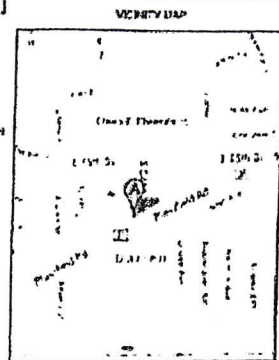
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE, THENCE WESTERLY ALONG THE NORTH RLY LINE OF PLAINFIELD ROAD, 155.00 FEET, THENCE NORTHEASTLY AND PARALLEL WITH CASS AVENUE, 91.00 FEET, THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145.00 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE, 145.00 FEET SOUTH OF THE PLACE OF BEGINNING, IN THE 3RD PRINCIPAL MERIDIAN, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 81, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN OF RECORD IN DOCUMENT NO. 184-002111, IN DADE COUNTY, FLORIDA.

LAND TOTAL AREA: 13425 SQ. FT.
TAX MAP 001 19171 PART A OF BUILDING 1376 SQ. FT.

COMMONLY KNOWN AS: 7537 SOUTH CASS AVENUE, DARIEN, ILLINOIS

FILE 057402025

0 10 20 30
SCALE: 1 INCH = 20 FEET



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD OF PRACTICE REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND MAPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 7b, 8, 11a, 14, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/10/2014.
DATE OF PLAT OR MAP: 11/10/2014.

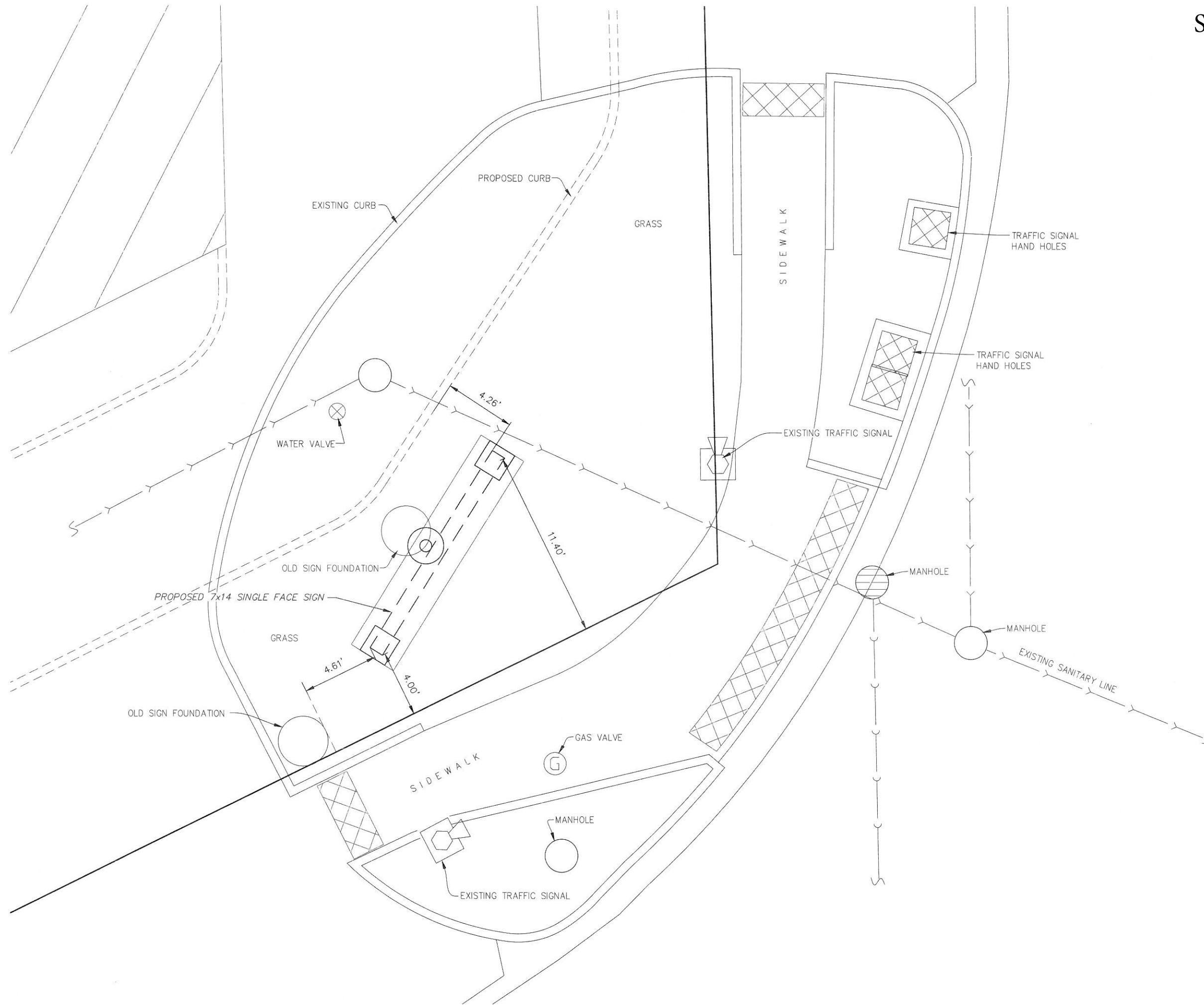
NAME: BEYBLOOM/RADZI
SIGNATURE
REGISTRATION NO. 035-003349

Illinois Land Surveyor Number 035-003349
BEYBLOOM/RADZI, PND, P.E., S.E., P.L.S.
11/10/2014

 MORADI MULTI DIMENSIONS CONSULTING ENGINEERS 2343 SKYWAY PARK RD, CHICAGO, IL 60678 TEL: (773) 478-6242 FAX: (773) 478-2947	JOB # 203-14	DRAWN BY	DATE: 11/10/2014	CHECKED BY GREGORY A. CASZALDO ALTA/ACSM/LS/P/E/S/E	THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE CORRELATED WITH DEED AND/OR TITLE POLICY. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAP'S OFFICIAL RECORDS 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 BY	SCALE: 1"=20'	DATE OF FIELD WORK: 11/10/2014	



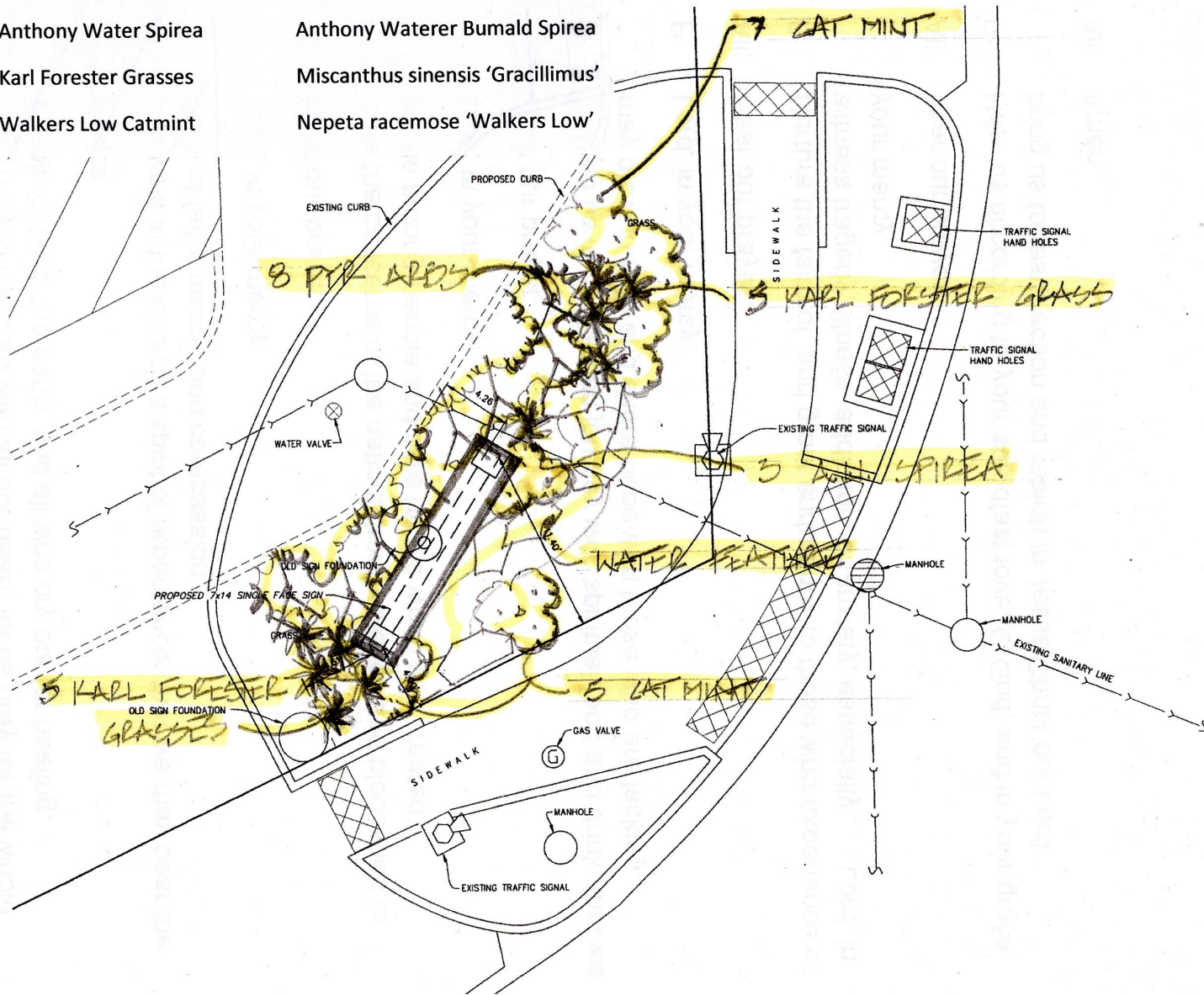
Signage Details

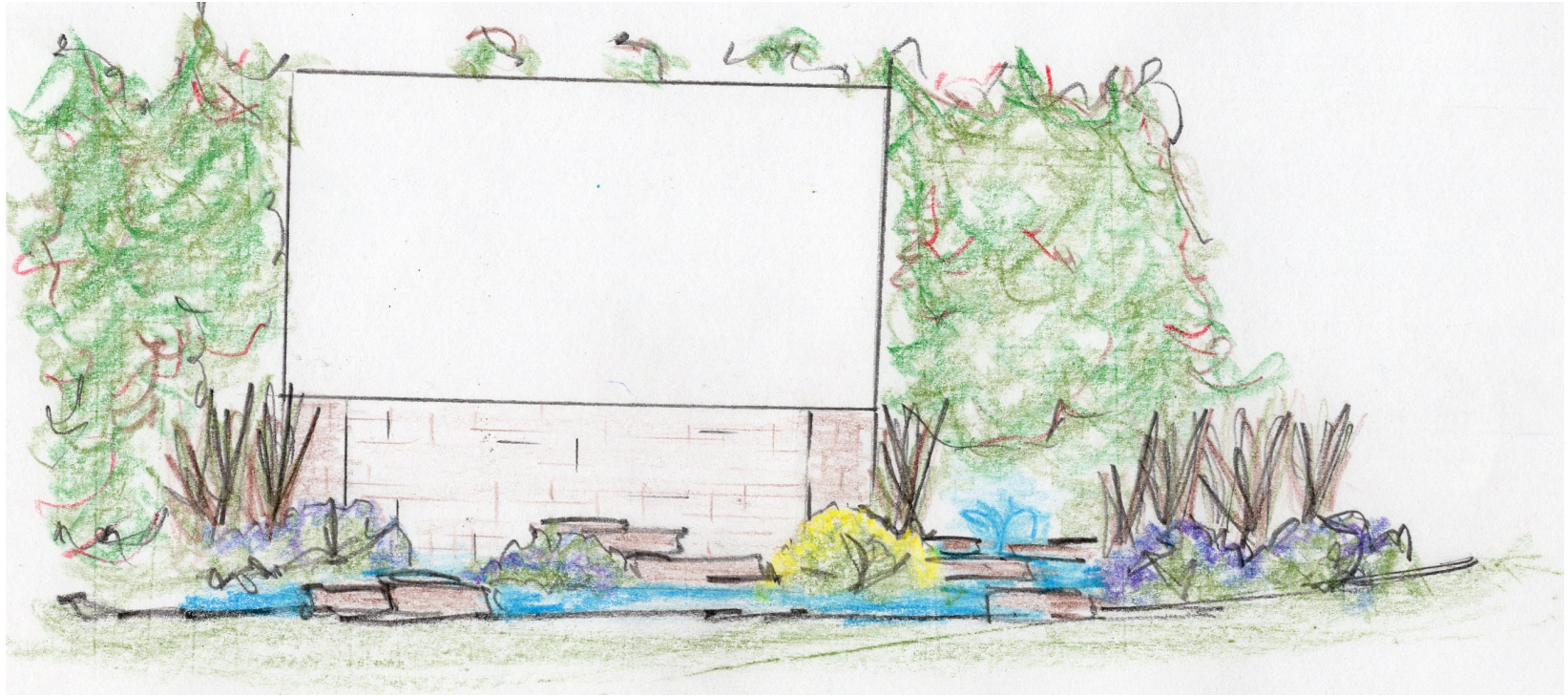


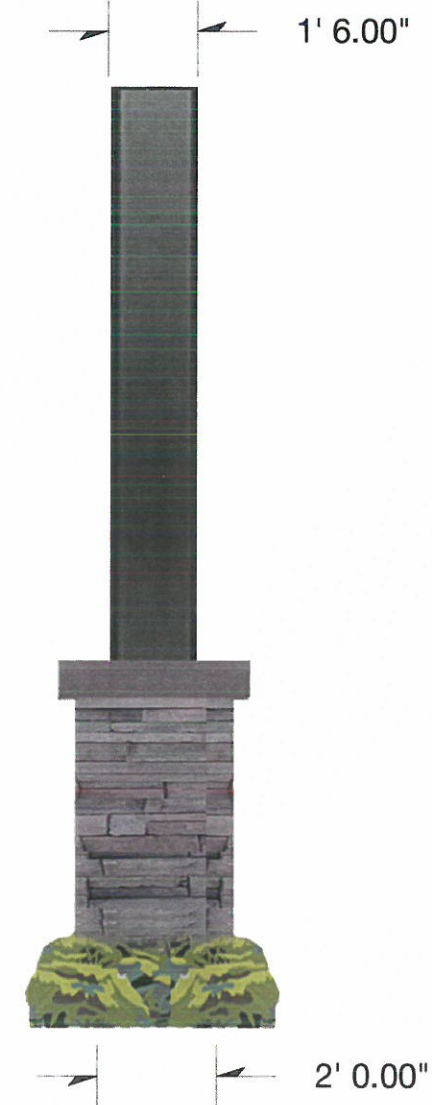
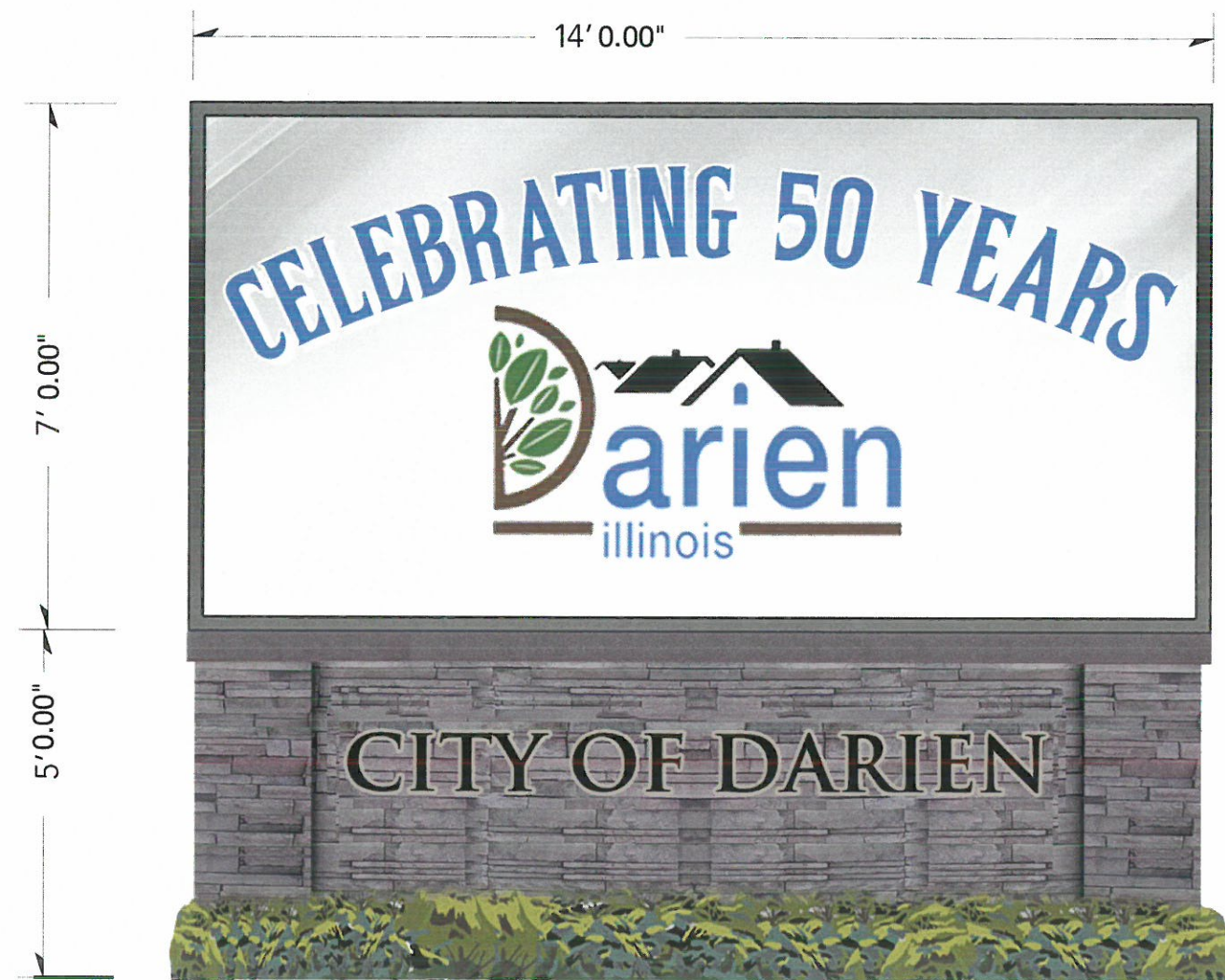


Plant list for Darian sign

8-6'	Pyramidal Arborvitae	Thuja Occidentalis 'Pyramidalis'
3- 5 gallon	Anthony Water Spirea	Anthony Waterer Bumald Spirea
10-1 gallon	Karl Forester Grasses	Miscanthus sinensis 'Gracillimus'
12-1 gallon	Walkers Low Catmint	Nepeta racemose 'Walkers Low'







Express
SIGN & LIGHTING
MAINTENANCE

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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SIGN TYPE:
A1.4

APPROVED BY:

DATE APPROVED:

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(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

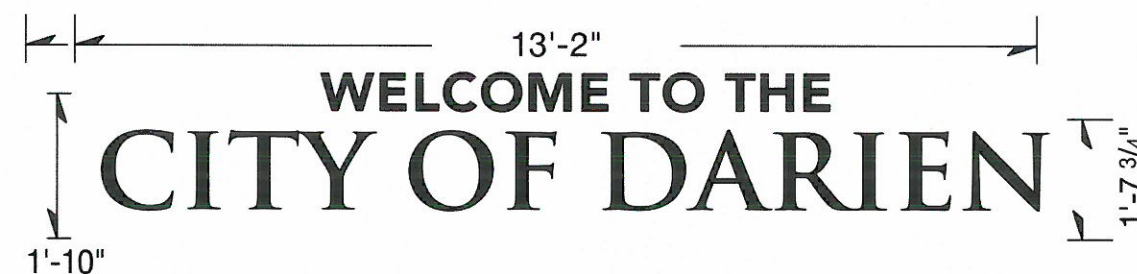
(1) FLAT CUT OUT ALUMINUM LETTERS

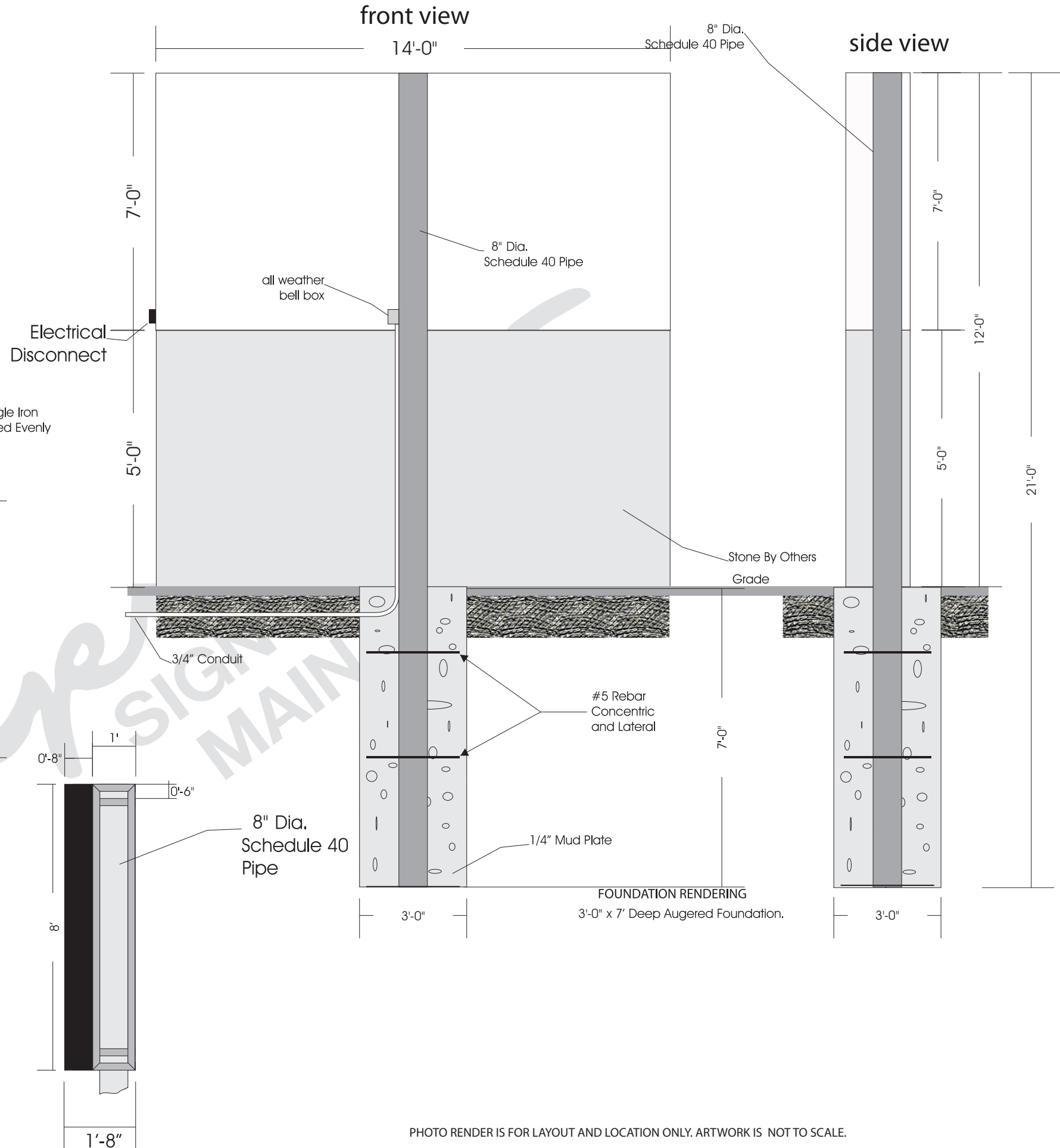
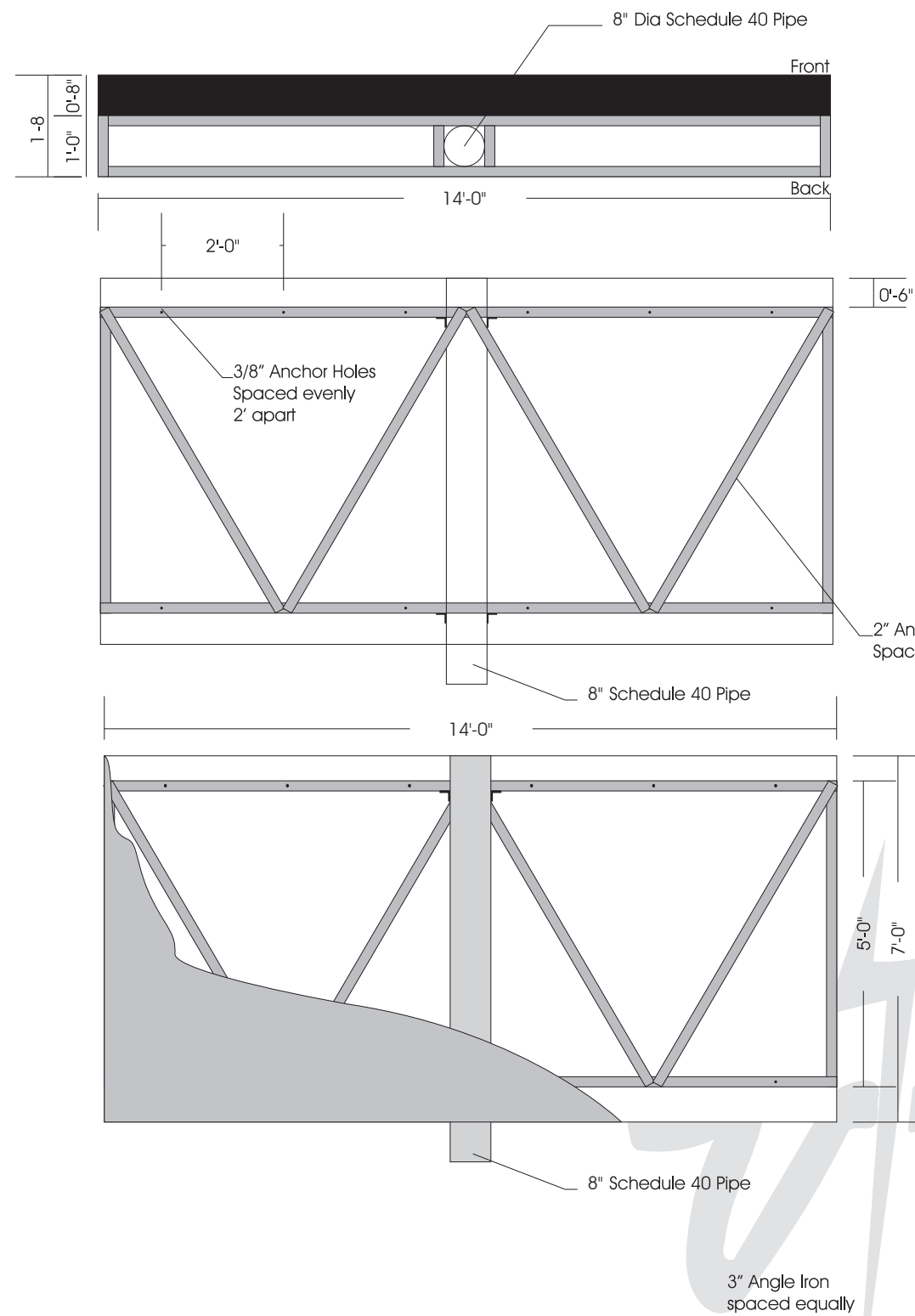
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- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

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





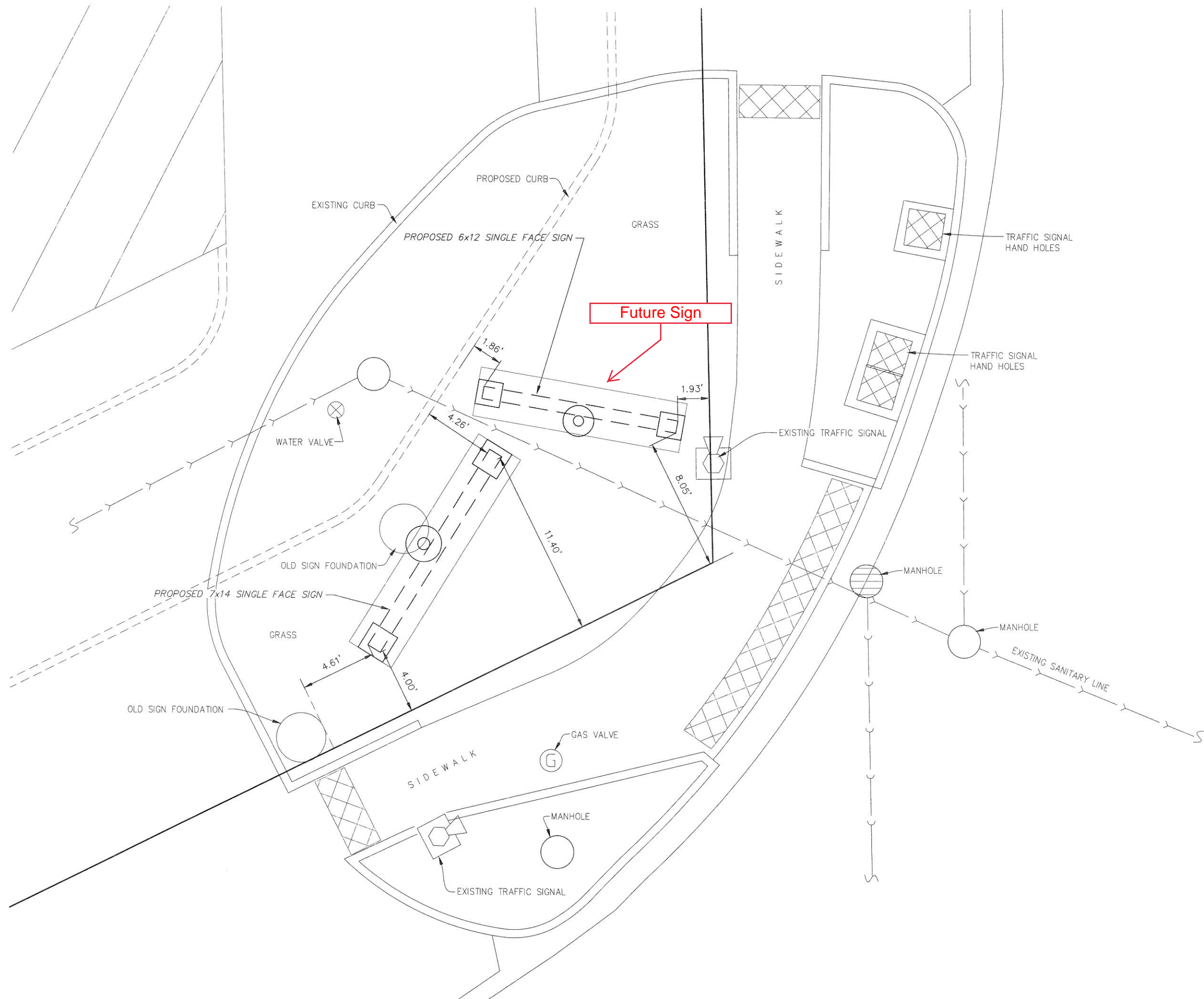
(1) STRUCTURAL DRAWING

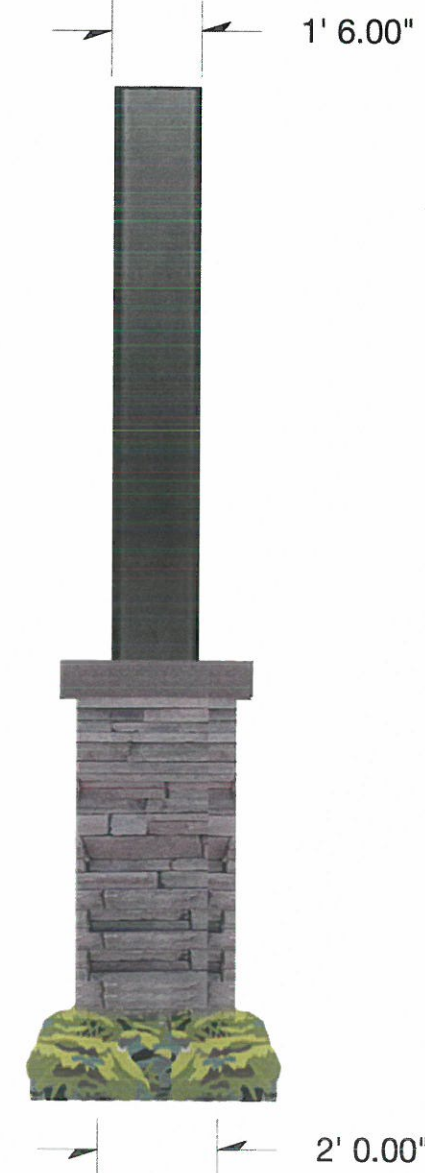
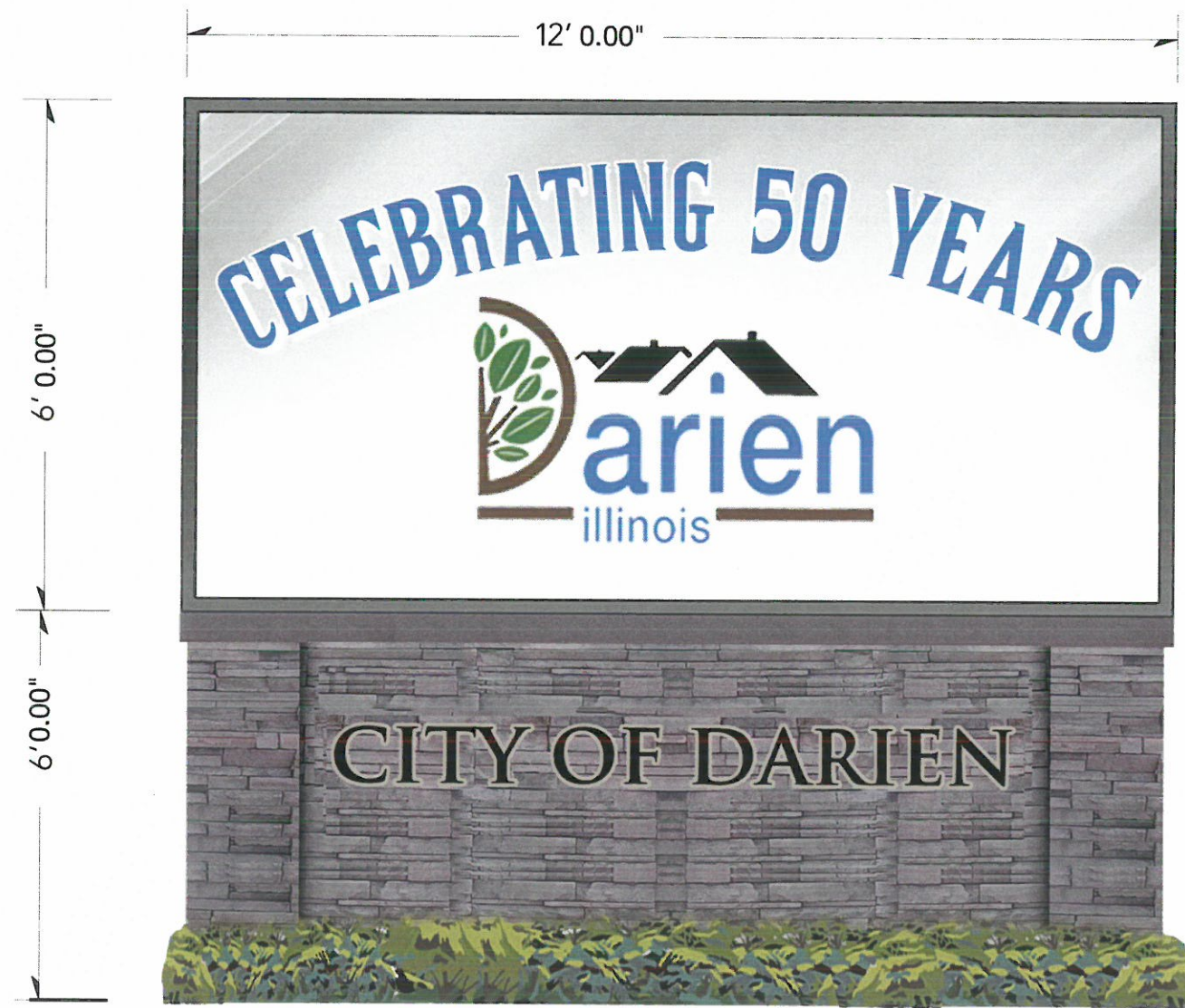
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- Sides and back covered by aluminum sheets

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

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Future Sign



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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:
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DATE:
12.9.2019
SCALE:
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DATE APPROVED:

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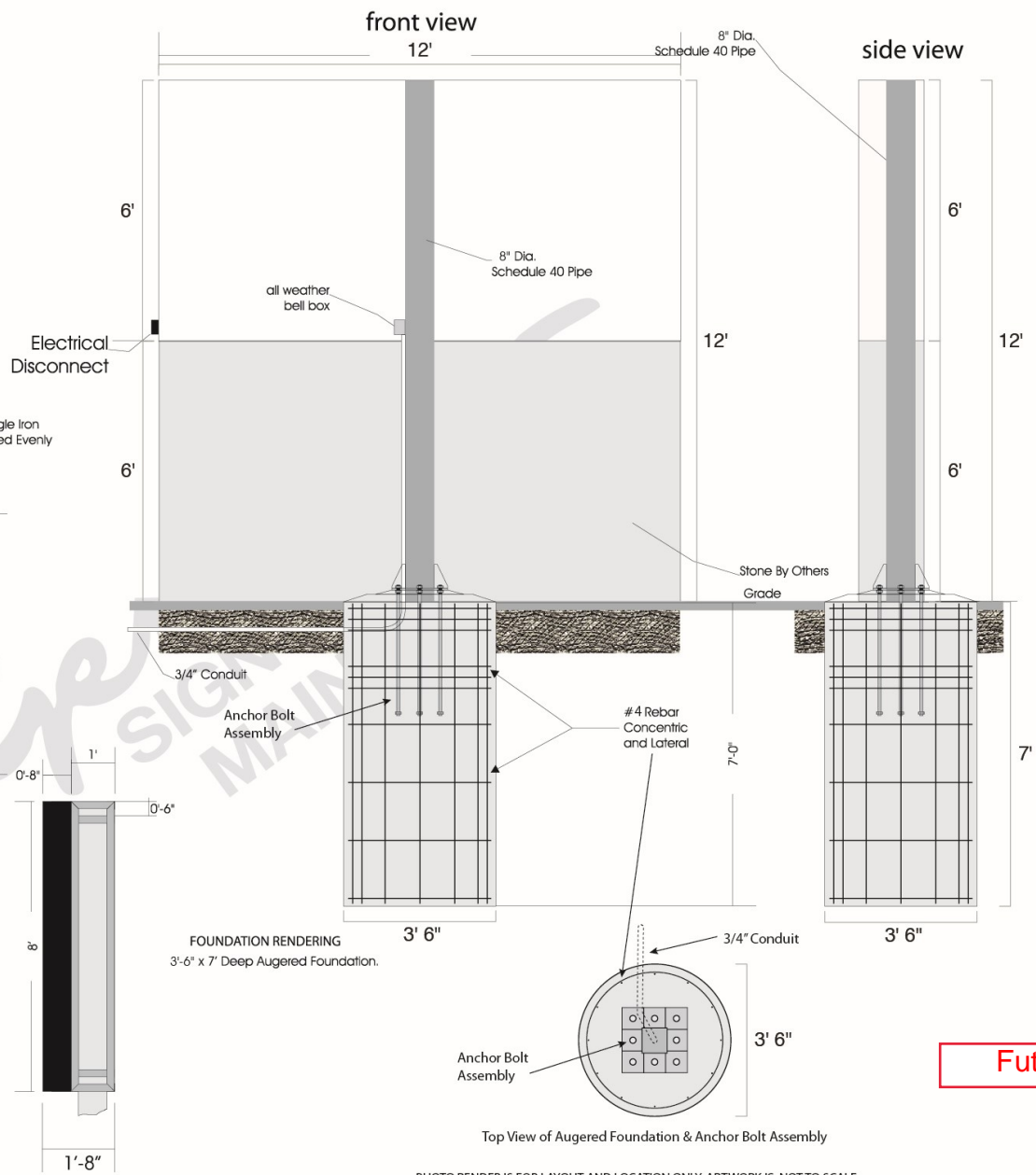
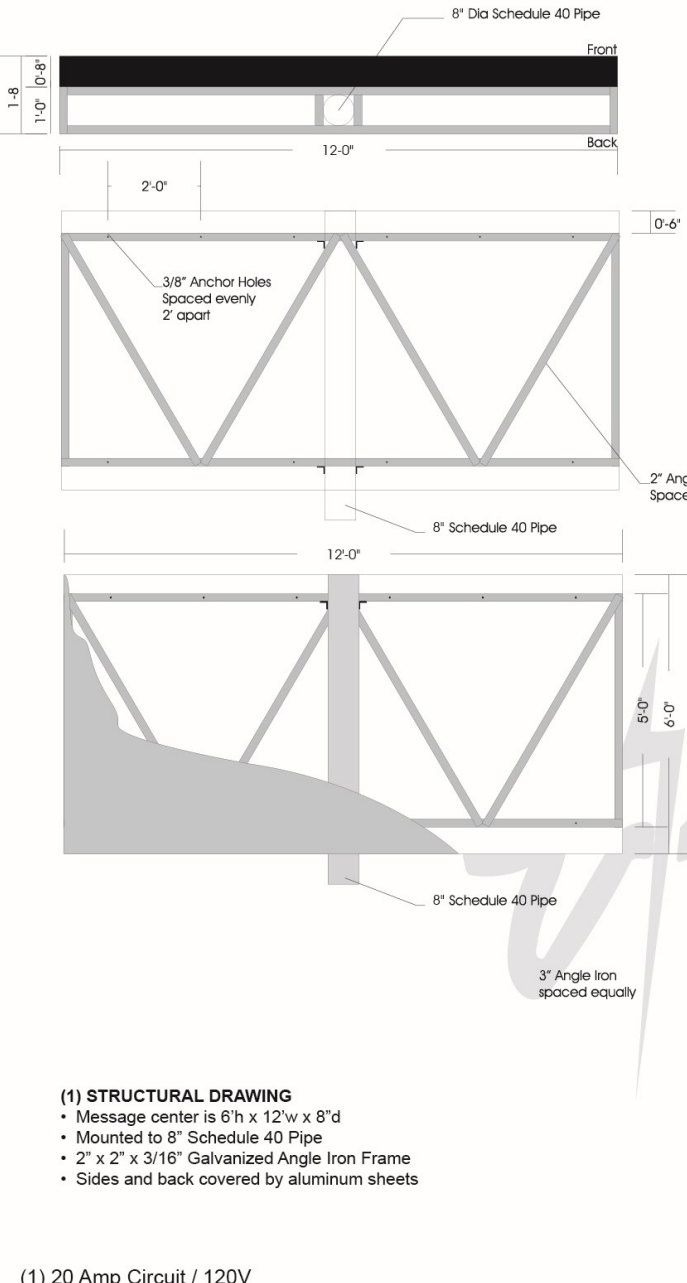
CUSTOMER: Chicago Billboard - Darien
 PROJECT ADDRESS: Darien, IL
 PROJECT: Structural Drawing
 PROOF NO: 020-043
 DESIGNER: SS
 DATE: 02.26.20
 SCALE: 3/8" = 1"
 REVISION: 02.28.20 Updated height.

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APPROVED BY:

DATE APPROVED:
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- (1) STRUCTURAL DRAWING**
- Message center is 6'h x 12'w x 8"d
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 - Sides and back covered by aluminum sheets

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 U.L. ELECTRICAL #E154882

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Future Sign



CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW
THE CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN
(NORTHWEST CORNER OF PLAINFIELD AND CASS)**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 15th DAY OF JUNE, 2020**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of June, 2020.**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW
THE CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN
(NORTHWEST CORNER OF PLAINFIELD AND CASS)**

WHEREAS, pursuant to Ordinance No. O-02-20, the City entered into a Construction Grant Agreement (“Agreement”) with the Owner of certain property located at 7532 Cass Avenue (the “Subject Property”); and

WHEREAS, the Subject Property is identified on [Exhibit 1](#) to the Agreement; and

WHEREAS, pursuant to Section 5 of the Agreement, the Owner of the Subject Property agreed to grant temporary and permanent easements for signage on the Subject Property; and in order to construct the signage as designed, it is necessary for the City to file a petition (“Petition”) to obtain a series of variations; and

WHEREAS, pursuant to notice as required by law, the City’s Planning and Zoning Commission considered the Petition at its June 3, 2020 meeting, and has forwarded its recommendation to the Council; and

WHEREAS, the City’s Municipal Services Committee reviewed this matter at its June 15, 2020 meeting and has forwarded its recommendation to the Council; and

WHEREAS, the City Council has concluded that granting the variations provided for herein allowing for the construction of a single sign at this point and allowing the construction of underground infrastructure which would also enable the construction of a second sign at the discretion of the Council is reasonable and will support the sound growth of the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE**

ORDINANCE NO. _____

POWERS, ILLINOIS, as follows:

SECTION 1: Variations Granted. The following variations are hereby granted to allow for the construction of marquee-type signage on the Subject Property:

A. A variation from Section 4-3-7(A) and 4-3-10(B) of the Darien Zoning Ordinance to permit the construction of electronic message boards.

B. A variation from Section 4-3-7(B)(3) of the Darien Zoning Ordinance to permit the construction of advertising signs on the Subject Property.

C. A variation from Section 4-3-7(C)(4) of the Darien Zoning Ordinance to permit illuminated signs with changing light intensity, brightness and color;

D. A variation from Section 4-3-10(B)(3) of the Darien Zoning Ordinance to allow the signage on the Subject Property with a maximum square footage of 98 feet for the first such sign constructed on the Subject Property, and 72 square feet in the event a second sign is constructed on the Subject Property;

E. A variation from Section 4-3-7(E) of the Darien Zoning Ordinance to reduce the required setback from street right-of-way from 4 feet to 1.93 feet in the case of the second signage.

SECTION 2: Limited Approval; Subsequent Approval.

A. At this point, only the first of the two proposed signage structure, the 98 square foot sign, is approved for construction. A copy of the approved signage details is attached hereto as [Exhibit 2](#) and made a part hereof.

B. The construction of the first signage sign may include underground infrastructure which would allow the installation of the second sign.

C. The construction of the second sign shall be subject to advance approval by the City

ORDINANCE NO. _____

Council. If no such approval is forthcoming within one (1) year after the date the first signage becomes operational, then the approval for the second signage granted by this Ordinance shall expire and no further signage may be constructed without a separate authorization being granted by the City Council by way of an amendment to this Ordinance following appropriate notice and public hearing.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

AYES _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



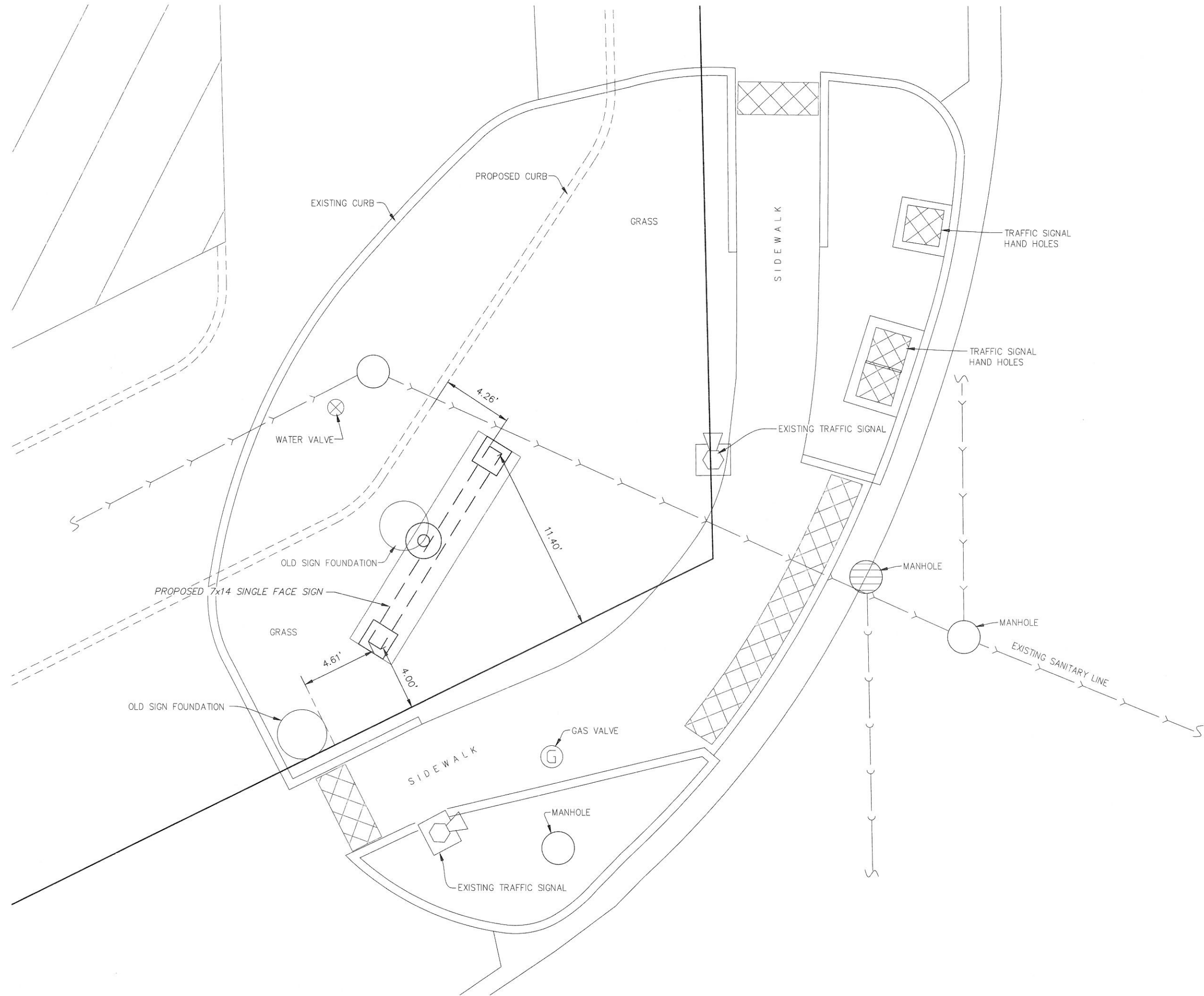
Exhibit I

Said property is legally described as follows:

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 FEET; THENCE EASTELY 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.

PIN: 09-28-402-025

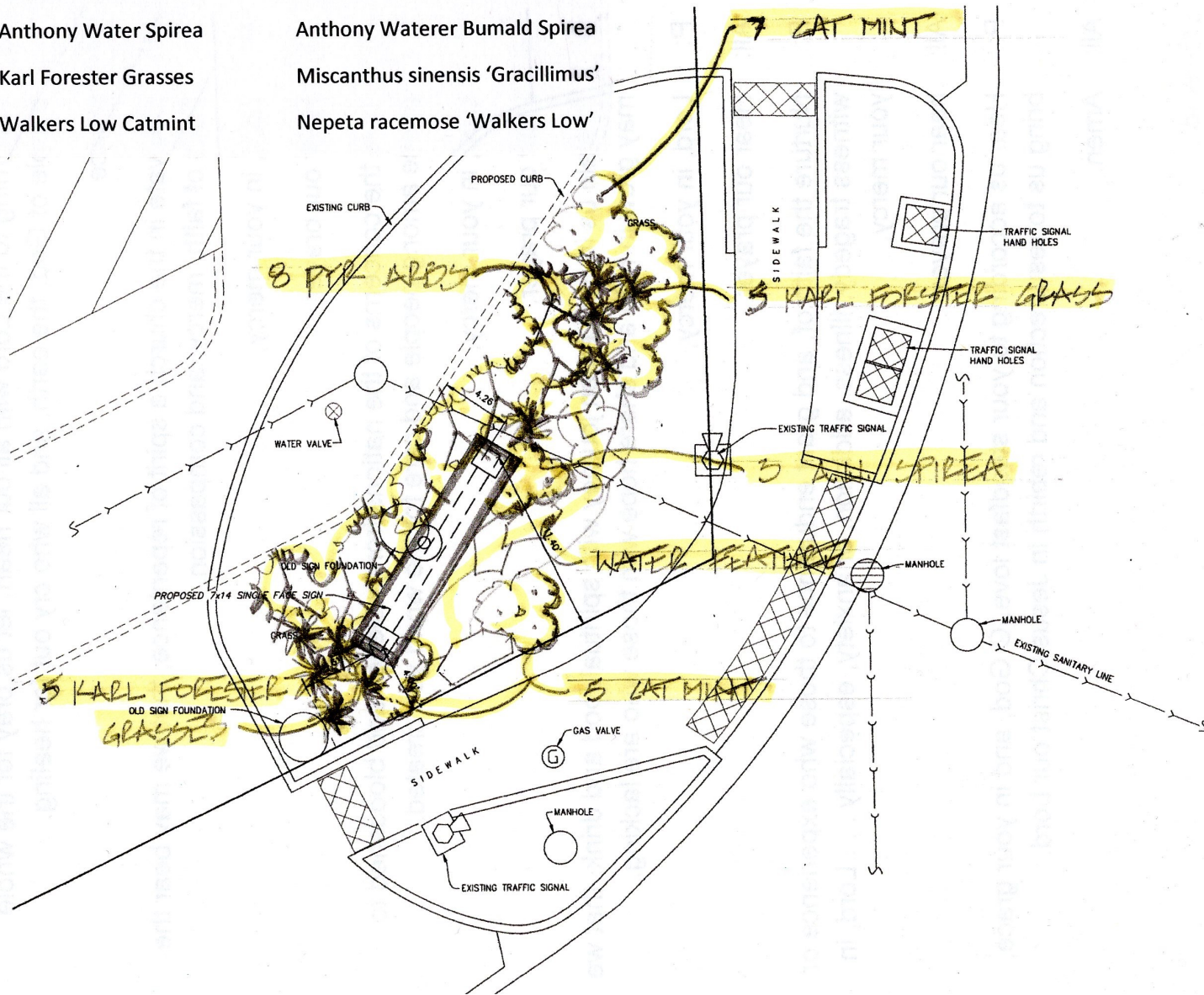
The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

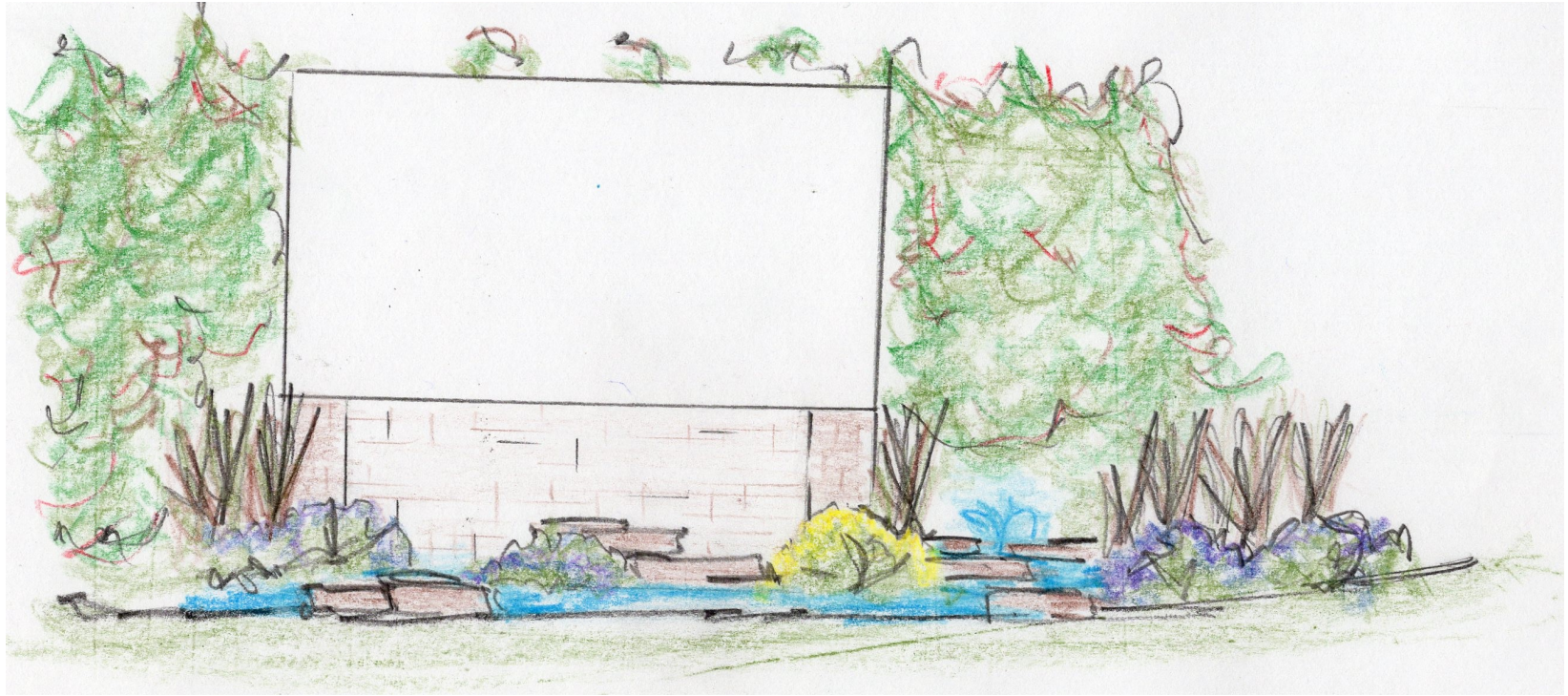


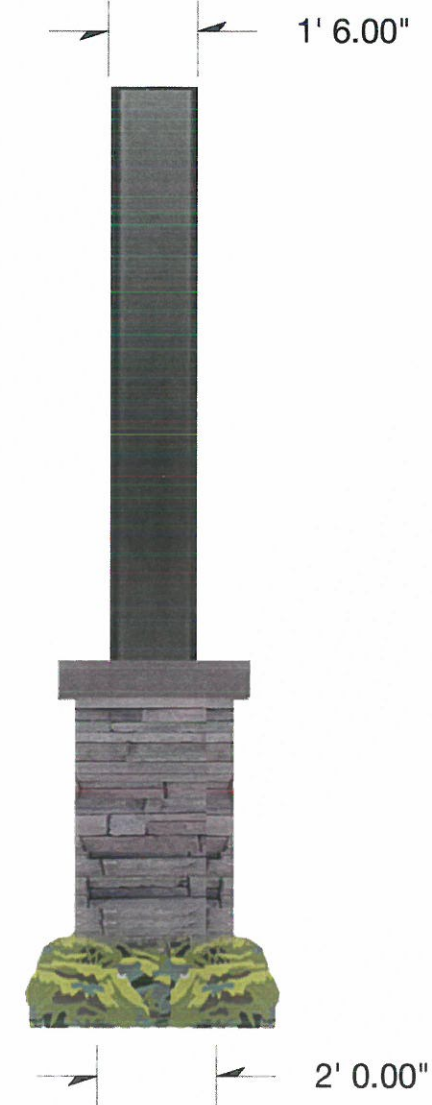
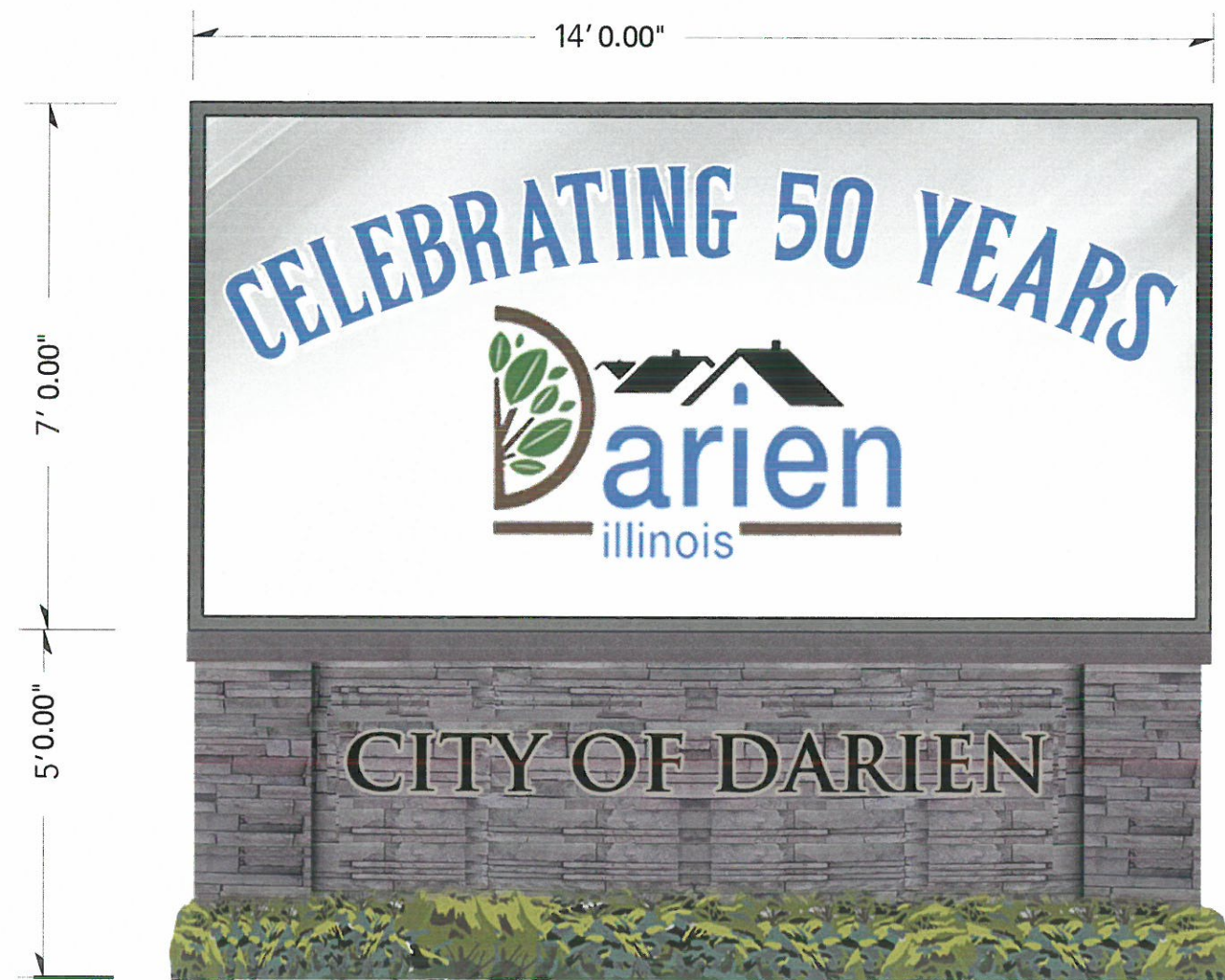


Plant list for Darian sign

8-6'	Pyramidal Arborvitae	Thuja Occidentalis 'Pyramidalis'
3- 5 gallon	Anthony Water Spirea	Anthony Waterer Bumald Spirea
10-1 gallon	Karl Forester Grasses	Miscanthus sinensis 'Gracillimus'
12-1 gallon	Walkers Low Catmint	Nepeta racemose 'Walkers Low'







Express
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MAINTENANCE

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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
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DATE APPROVED:

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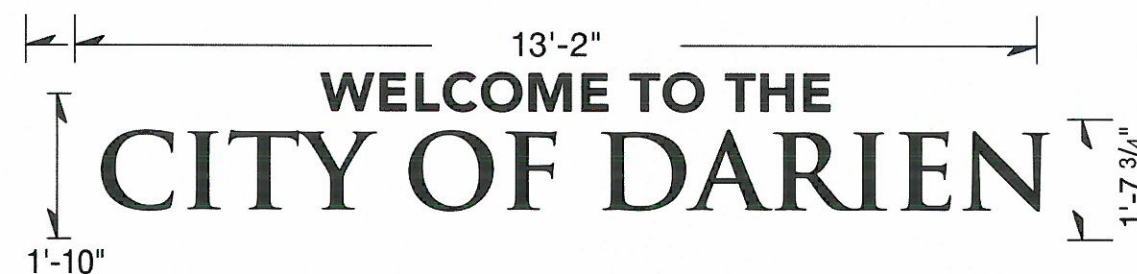
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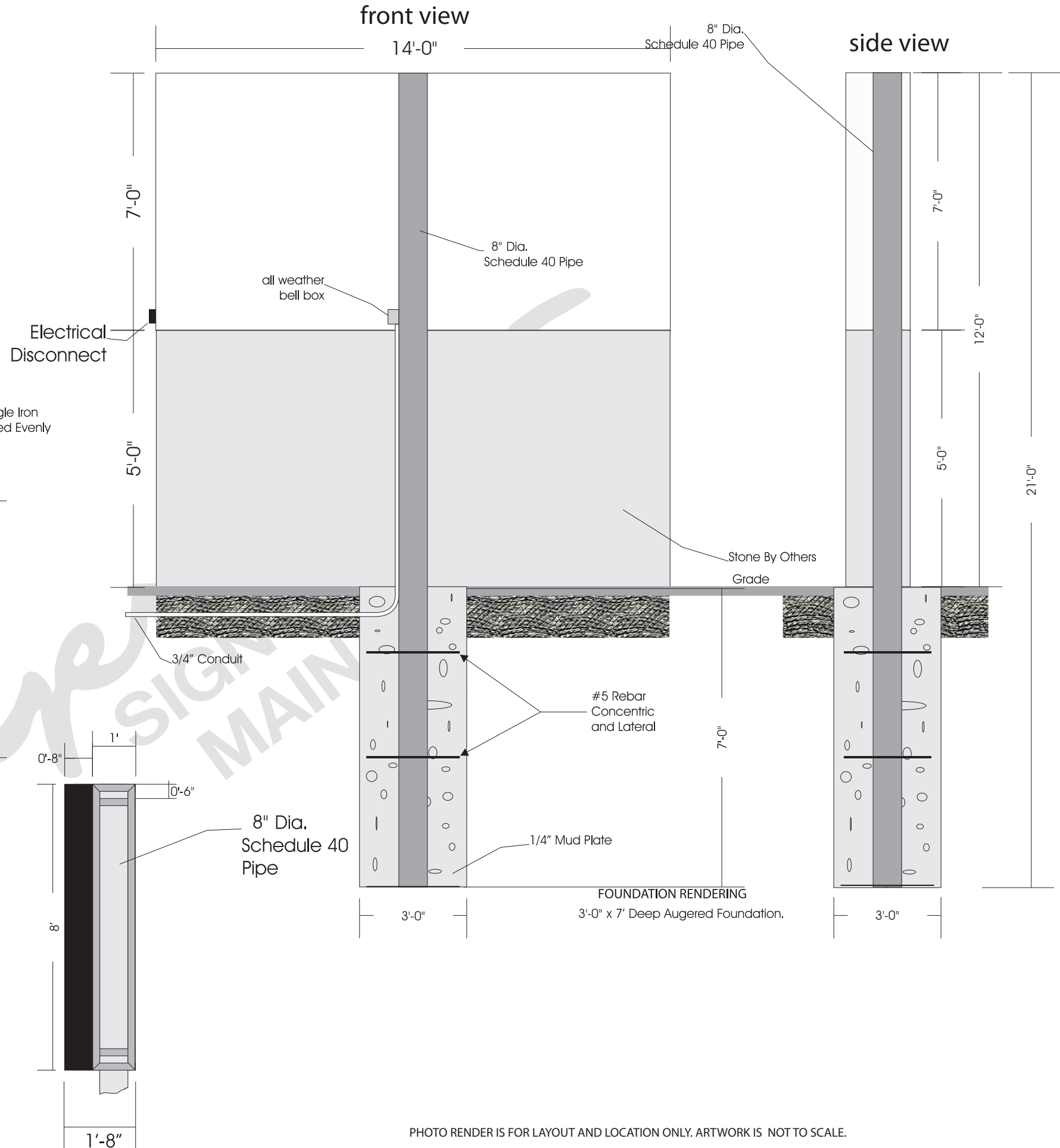
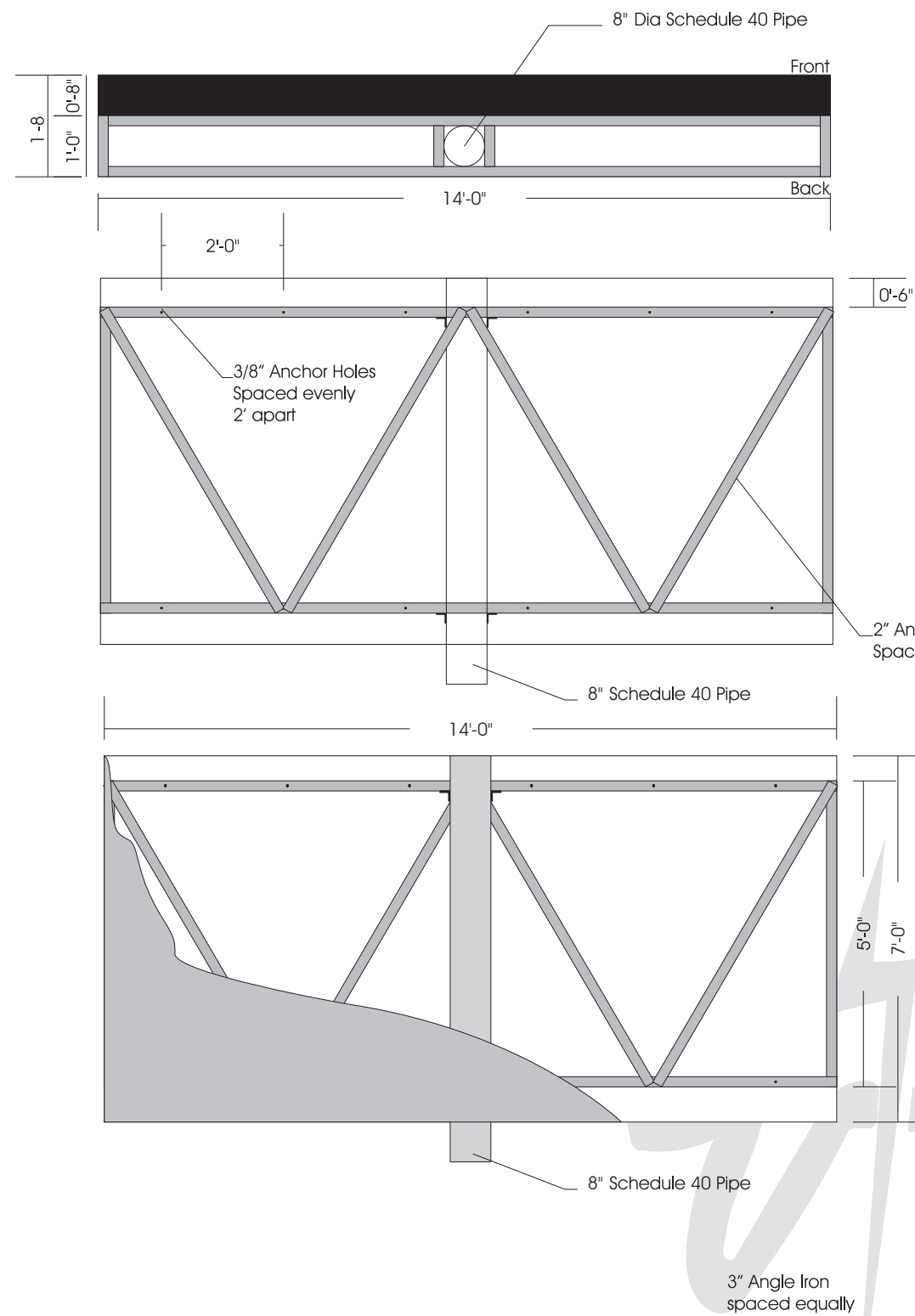
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BRICK AND LANDSCAPING BY OTHERS

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





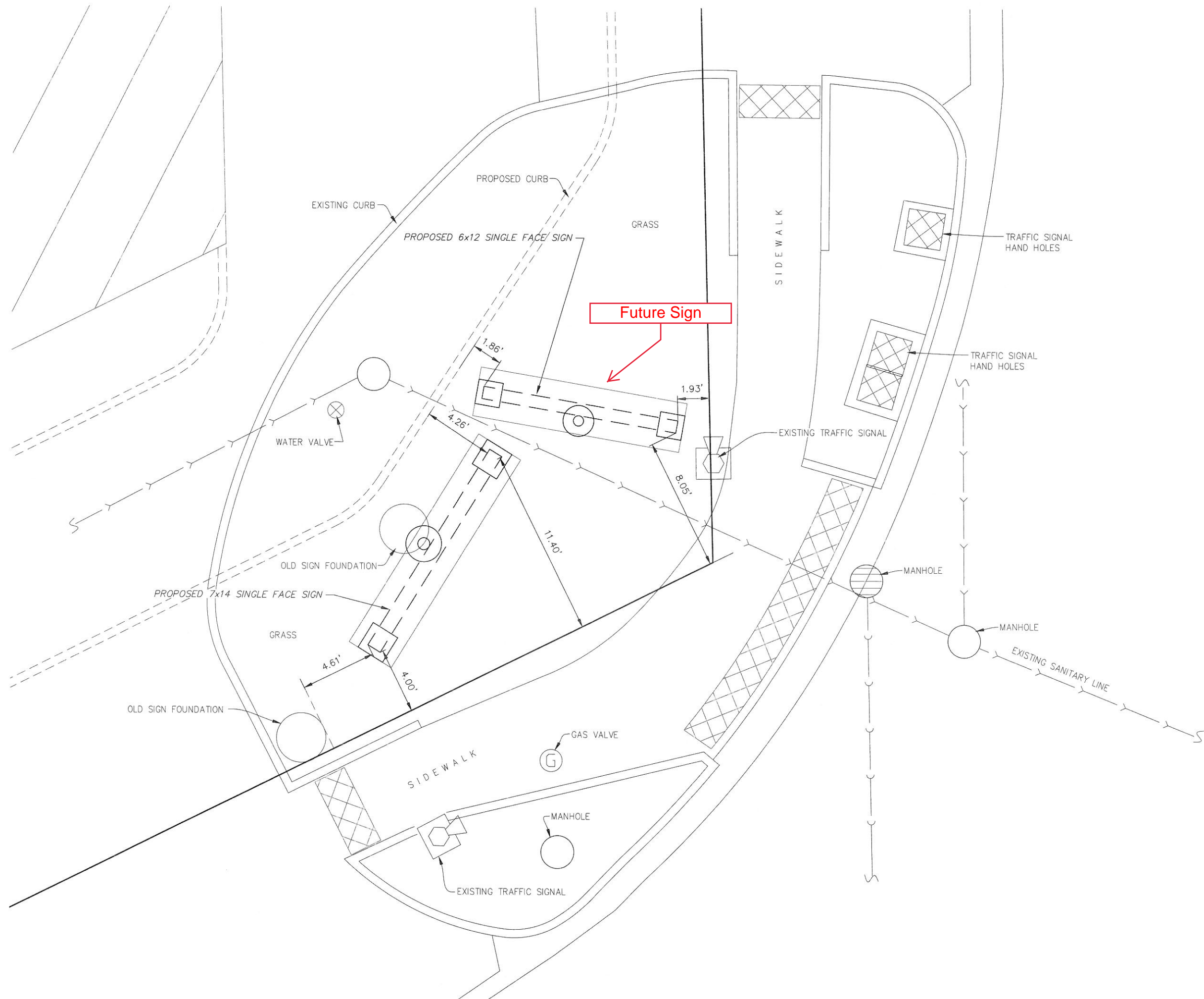
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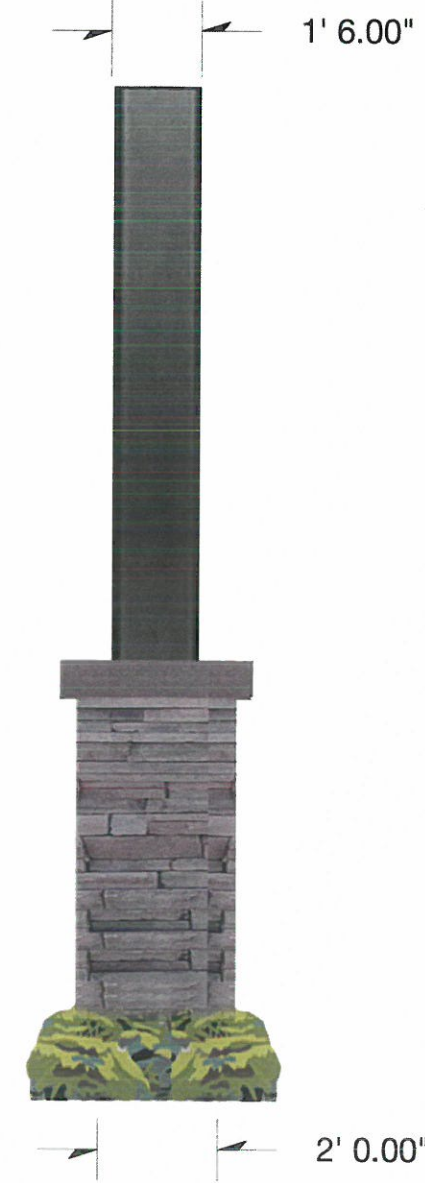
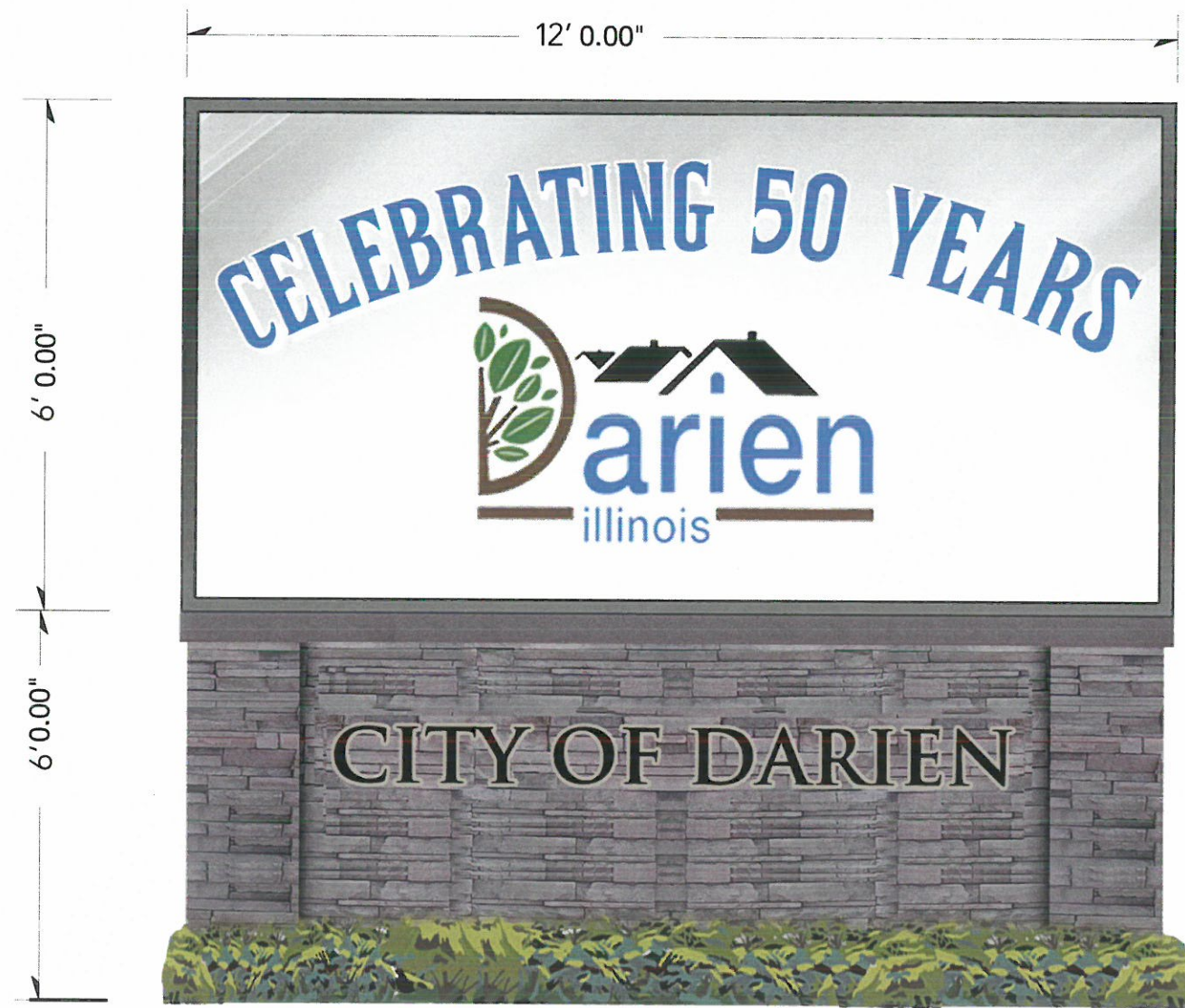
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Future Sign

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CUSTOMER:
CHICAGO BILLBOARD
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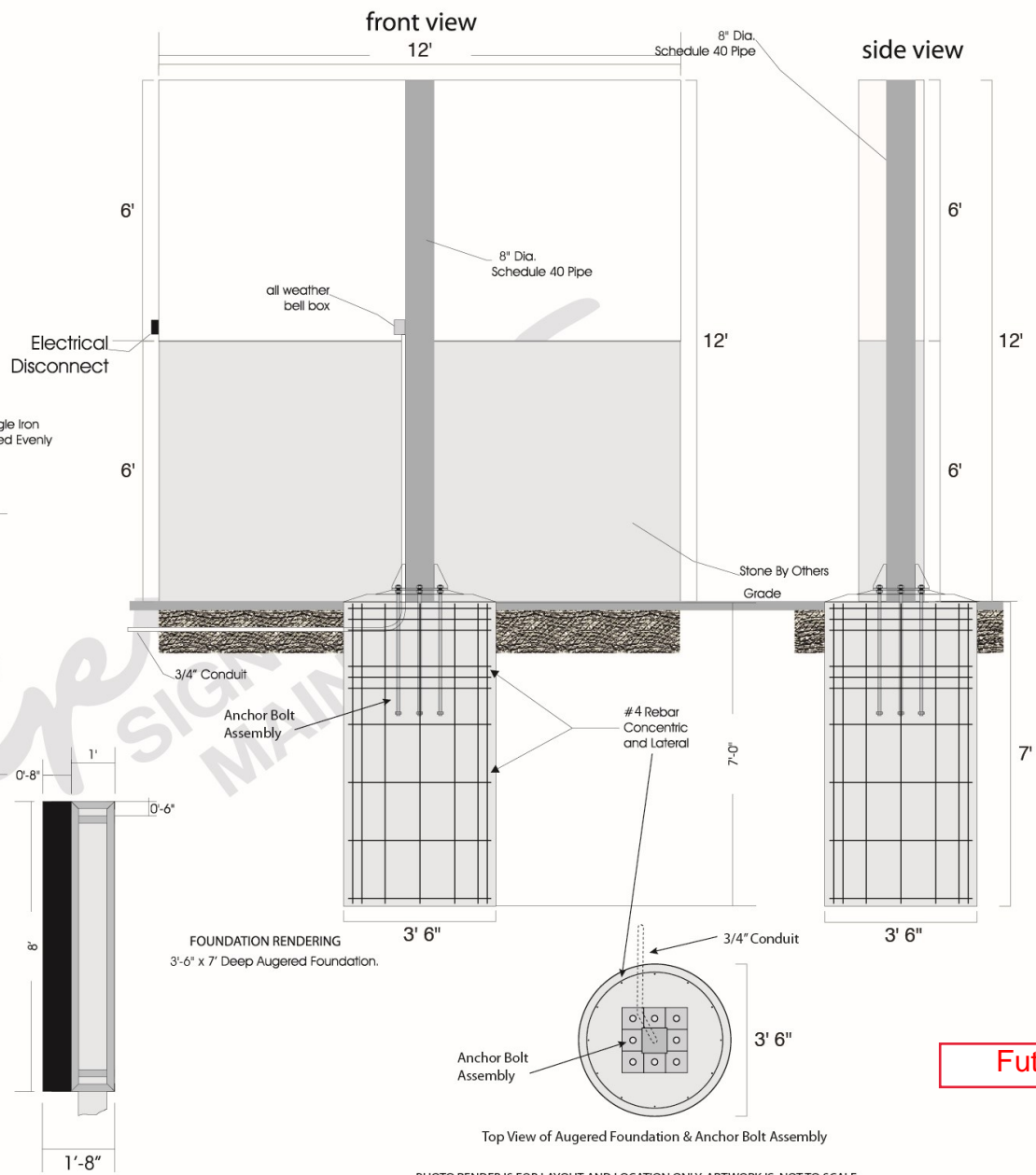
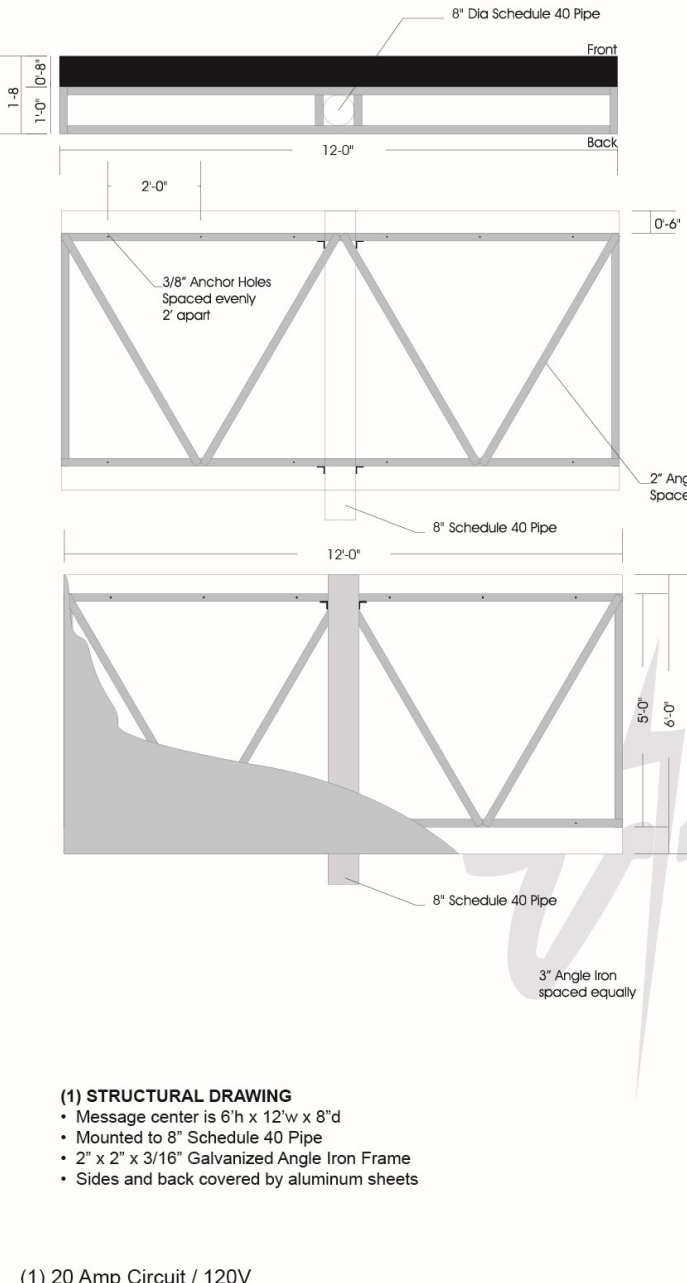
CUSTOMER: Chicago Billboard - Darien
 PROJECT ADDRESS: Darien, IL
 PROJECT: Structural Drawing
 PROOF NO: 020-043
 DESIGNER: SS
 DATE: 02.26.20
 SCALE: 3/8" = 1"
 REVISION: 02.28.20 Updated height.

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DATE APPROVED:
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AGENDA MEMO
City Council
June 15, 2020

ISSUE STATEMENT

Approval of an [ordinance](#) authorizing an Easement Agreement (Northwest Corner of Cass Avenue and Plainfield Road at 7532 Cass Avenue, PIN# 09-28-402-025);

AND

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 at the northwest corner of the property located at 7532 Cass Ave.

The Easement Agreement encapsulates the following:

- Creates an easement area which allows the City to construct marquee signage and authorizes recordation of the corresponding Plat of Easement

The Easement Agreement labeled as [Attachment A](#), is an agreement between the City and the property owner, 7532 Cass Avenue LLC. The Plat of Easement, included in the attachment, will be recorded with the County of DuPage upon approval of the Easement Agreement.

As previously presented to Council, the Digital Sign Agreement encapsulates the following language, with noted amendments based on lease term renegotiations:

- 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 easement agreement
- The City will have the opportunity to display 1-10 second slot per marquee
 - *AMENDED - The City has secured a second 10 second slot, which is intended to provide Darian non-profits the opportunity to advertise at no cost.*
- 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
 - *AMENDED - The lease term has been revised to 10 years from date of completed construction, with no options for successive agreements in the lease.*
- 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 Digital Sign Agreement labeled as [Attachment B](#), is an agreement between the City, the property owner, 7532 Cass Avenue LLC, 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. *The previous lease also afforded all other Brookhaven Plaza tenants the opportunity to rent advertising at a non-profit rate. The newly negotiated lease has eliminated this provision, providing Chicago Billboards with the 5 remaining slots to be sold at market rates.*

The agreement also references the Plat of Easement (Attachment B), which is to be dedicated to the City of Darien for rights of access to the marquee sign and adjacent hardscaping and landscaping.

STAFF RECOMMENDATION

Approval of ordinance and resolution for an easement agreement and digital sign agreement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

COMMITTEE RECOMMENDATION

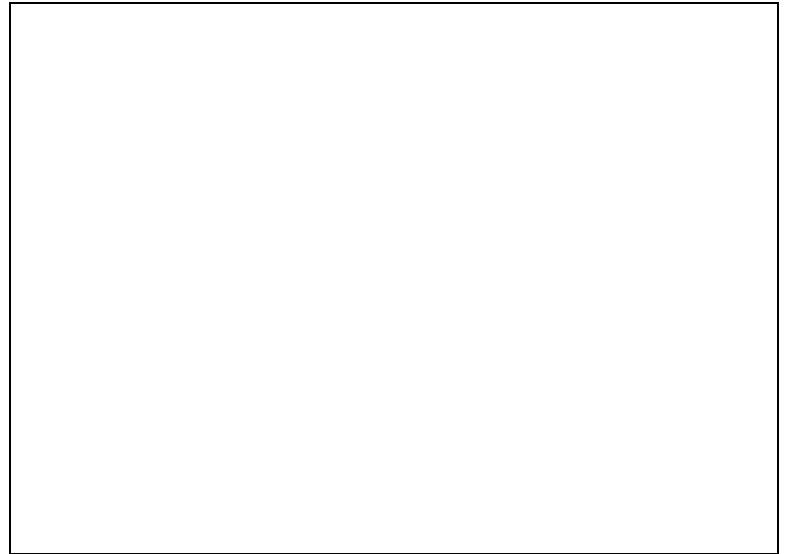
The Municipal Services Committee will discuss this item for recommendation on June 15, just prior to the City Council meeting on June 15, where the item will be considered for a final vote.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 15, 2020 City Council agenda for formal consideration.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is dated the ____ day of _____, 2020, by and between 7532 Cass Avenue, LLC (“Owner”) and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois 60561 (“City”).

RECITALS:

- A. Owner is the owner of certain property described on [Exhibit 1](#) attached hereto and made a part hereof (the “Subject Property”).
- B. Owner is in the process of developing the Subject Property for commercial use.
- C. The Subject Property fronts both Cass Avenue and Plainfield Road within the City. The City and Owner have been in negotiations in order to provide for the placement of advertising signage on the Subject Property.
- D. In connection with the Agreement, the parties have agreed that Owner will grant the City temporary and permanent easements as set forth hereinbelow.

Accordingly, it is hereby agreed by and between Owner and City as follows:

Section 1. Grants of Easement. Owner hereby grants the City temporary and permanent easement to the “Easement Area” as shown on the Plat attached to this Agreement as [Exhibit 2](#) as follows:

- A. Owner grants the City a permanent easement on, under and across the Easement Area for purposes of operating and maintaining advertising signage within the Easement Area.

B. Owner grants the City a temporary easement to go on the entire Subject Property for purposes of constructing the signage improvements within the Easement Area.

Section 2. Maintenance; Assignment.

A. The City shall be solely responsible for the maintenance of the Easement Area.

B. The City may assign maintenance responsibilities to a third-party contractor provided such assignment is a part of a three-party agreement among City, Owner and third-party.

Section 3. Vacation of Easement. The City reserves the right to vacate the Easement granted by this Agreement. In such case, the City will promptly restore the Easement Area to a serviceable condition consistent with the remainder of the Subject Property and subject to Owner's reasonable approval.

Section 4. Recordation. This Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds at the City's expense.

OWNER:

CITY:

7532 CASS AVENUE LLC

CITY OF DARIEN

By: _____



By: _____

Attest: _____



EXHIBIT 1

Legal Description

Said property is legally described as follows:

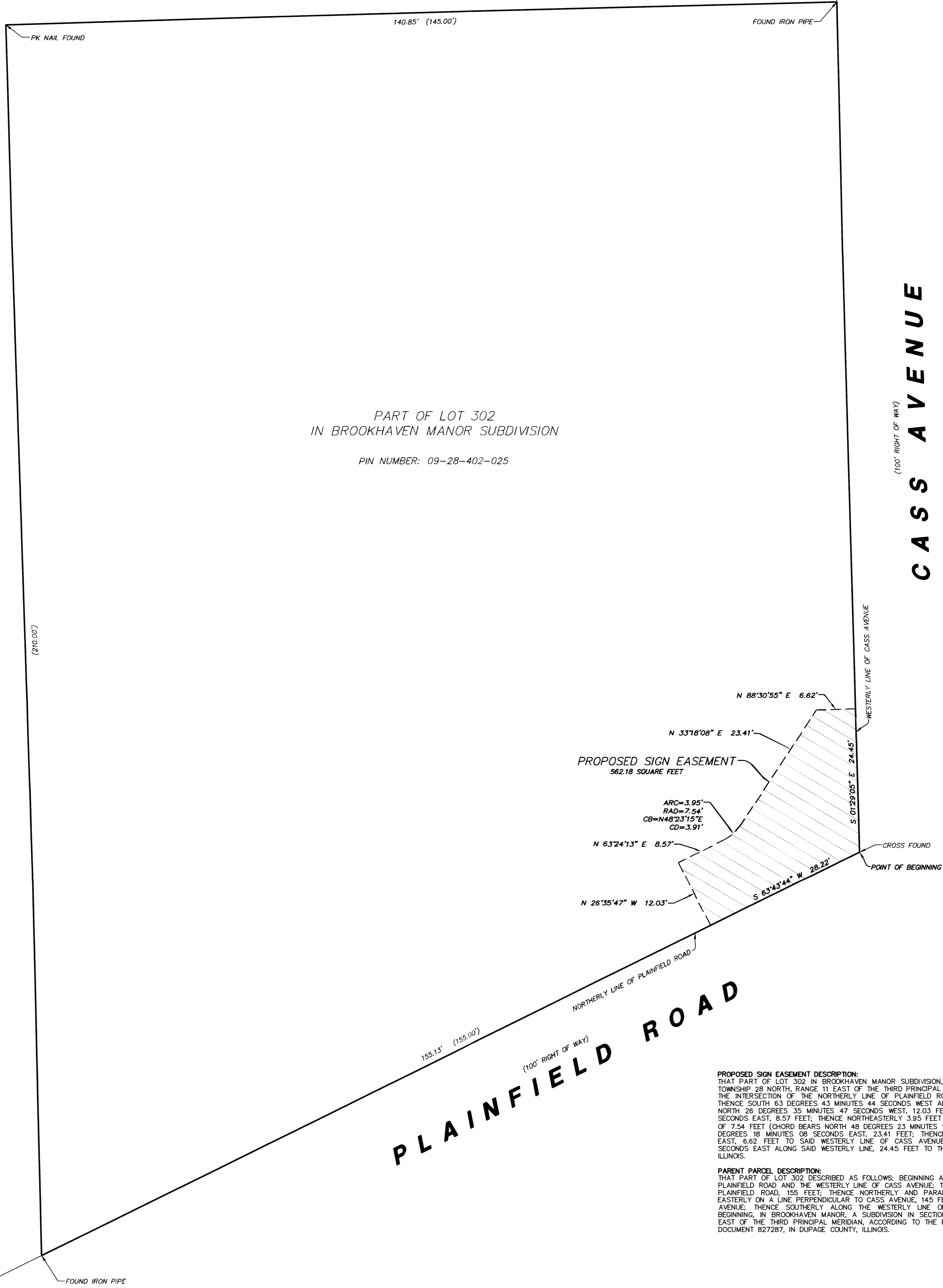
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A 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.

PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

PLAT OF EASEMENT

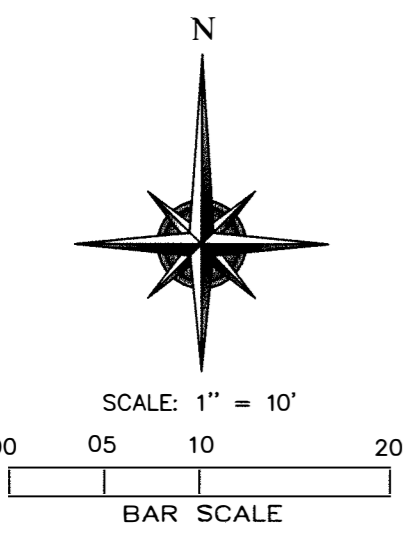
SUBMITTED BY AND RETURN TO:
CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561



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 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 DEGREE 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 28 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 _____ SS
COUNTY OF _____
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 SS
COUNTY OF DUPAGE
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 SS
COUNTY OF DUPAGE
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 _____

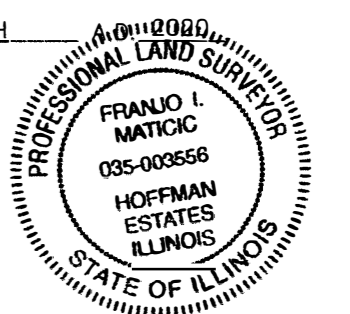
DUPAGE COUNTY RECORDER

NOTARY'S CERTIFICATE
STATE OF ILLINOIS SS
COUNTY OF _____
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 SS
COUNTY OF COOK
I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS.
FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2020
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS SS
COUNTY OF COOK
I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH AT HOFFMAN ESTATES, ILLINOIS.
FRANJO I. MATIJC - 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
DRAWMAN/KCH
JOB: 19137185

ISSUE
TO _____ DATE _____
CLIENT 2/13/20
CLIENT 3/23/20

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
© COPYRIGHT 2020 THE WT GROUP, LLC

SIGN AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____ 2020 by and among the ***CITY OF DARIEN***, a Municipal Corporation ("City") and 7532 CASS AVENUE, LLC, an Illinois limited liability company ("Owner"), and BRT OUTDOOR, LLC ("BRT")

RECITALS

WHEREAS, Owner is the owner of property identified on [Exhibit A](#) attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Owner and City have entered into an Easement Agreement pursuant to which Owner has granted City temporary and permanent easement on that portion of the Subject Property identified as the "Easement Area" on the Plat appended to this Agreement as [Exhibit B](#); and

WHEREAS, the easement granted therein is for the purpose of allowing for the operation and maintenance of advertising signage within the designated Easement Area; and

WHEREAS, BRT is in the business of installing and maintaining digital display multiple message signs ("Digital Displays"); and

WHEREAS, BRT has requested that it be permitted to install digital display signage within the Exhibit B Easement Area; and

WHEREAS, Owner and City have agreed to authorize BRT to construct and maintain Digital Displays within the Easement Area, subject to the terms, conditions and limitations set forth hereinbelow.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

USE OF EASEMENT AREA FOR DIGITAL DISPLAYS

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

1. ***TERM***

The right to install and operate the Digital Displays at the Easement Area shall commence on the date this Agreement is approved by the City's corporate authorities (the "Commencement Date") and shall continue for a period of ten (10)

years from the date construction is completed and the Digital Displays are operational (the "Expiration Date").

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

2. COMPENSATION TO OWNER AND CITY FOR USE OF EASEMENT AREA

Upon completion of construction, BRT will display multiple messages on each panel in a fixed rotation of not more than an 8-image rotation, with not less than ten (10) seconds duration per image. In particular:

A. The City shall be entitled to two (2) positions in the display rotation at no cost to the City.

(i) One position will be for the City to display content dealing with City activities as determined by the City; and

(ii) A second position shall be reserved for content on behalf of local not-for-profit organizations ("NFPs") as designated by the City from time to time. The City shall provide BRT with City-approved NFP content for display and for term of display.

B. Owner shall be entitled to one (1) position in the display rotation at no cost to Owner, to be shared equally among Owner's two tenants (as designated by Owner from time to time), and Brookhaven Foods grocery store.

C. The remaining rotation positions shall be at the discretion of BRT, subject to the user limitations found in Section 6C of this Agreement.

3. 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 as shown on [Exhibit C](#) attached to this agreement.

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

4. 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 Easement Area to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the Easement Area 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 Easement Area 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.

5. 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.

6. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the Easement Area 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 the Subject 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 Easement Area.

7. 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 Easement Area 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 and Owner with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City, Owner, and their respective officers, agents and employees, with original endorsements affecting coverage required hereunder. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on the insurer's behalf.

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.

8. RESTORATION OF EASEMENT AREA

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 Easement Area to its pre-existing condition.

9. 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 Easement Area 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.

10. 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) BRT's failure to provide the Base Position in accordance with this Agreement;

(ii) BRT's 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;

(iii) BRT's failure to maintain the signage in a form consistent with then-current technology;

(iv) BRT's filing a voluntary or involuntary petition under any bankruptcy or insolvency law; or

(v) BRT's discontinuance of business for a period of three (3) consecutive months.

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.

11. 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 Easement Area 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.

12. 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.

13. LITIGATION; NOTICE; INTERVENTION

In the event any litigation is filed against the City and/or Owner or the digital displays, City and/or Owner will promptly notify BRT. City and Owner shall not object to any petition filed by BRT seeking to intervene in said litigation.

14. 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:

IF TO CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

IF TO BRT OUTDOOR, LLC:

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

With A Copy To:

John B. Murphey
Odelson, Sterk, Murphey, Frazier &
McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805

IF TO OWNER:

7502 CASS AVENUE, LLC
c/o JEMCO & Associates, Ltd.
242 Bunting Lane
Bloomington, IL 60108

With A Copy To:

Anthony Pavone
Pavone Law Group
255 East Lake Street
Suite 301
Bloomington, IL 60108

15. 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 shall be recorded by the 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 among the parties and any ambiguities shall not be interpreted in favor of the parties.

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

7532 CASS AVENUE, LLC

By: _____

Attest: _____

EXHIBIT A**Legal Description**

Said property is legally described as follows:

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 FEET; THENCE EASTELY 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.

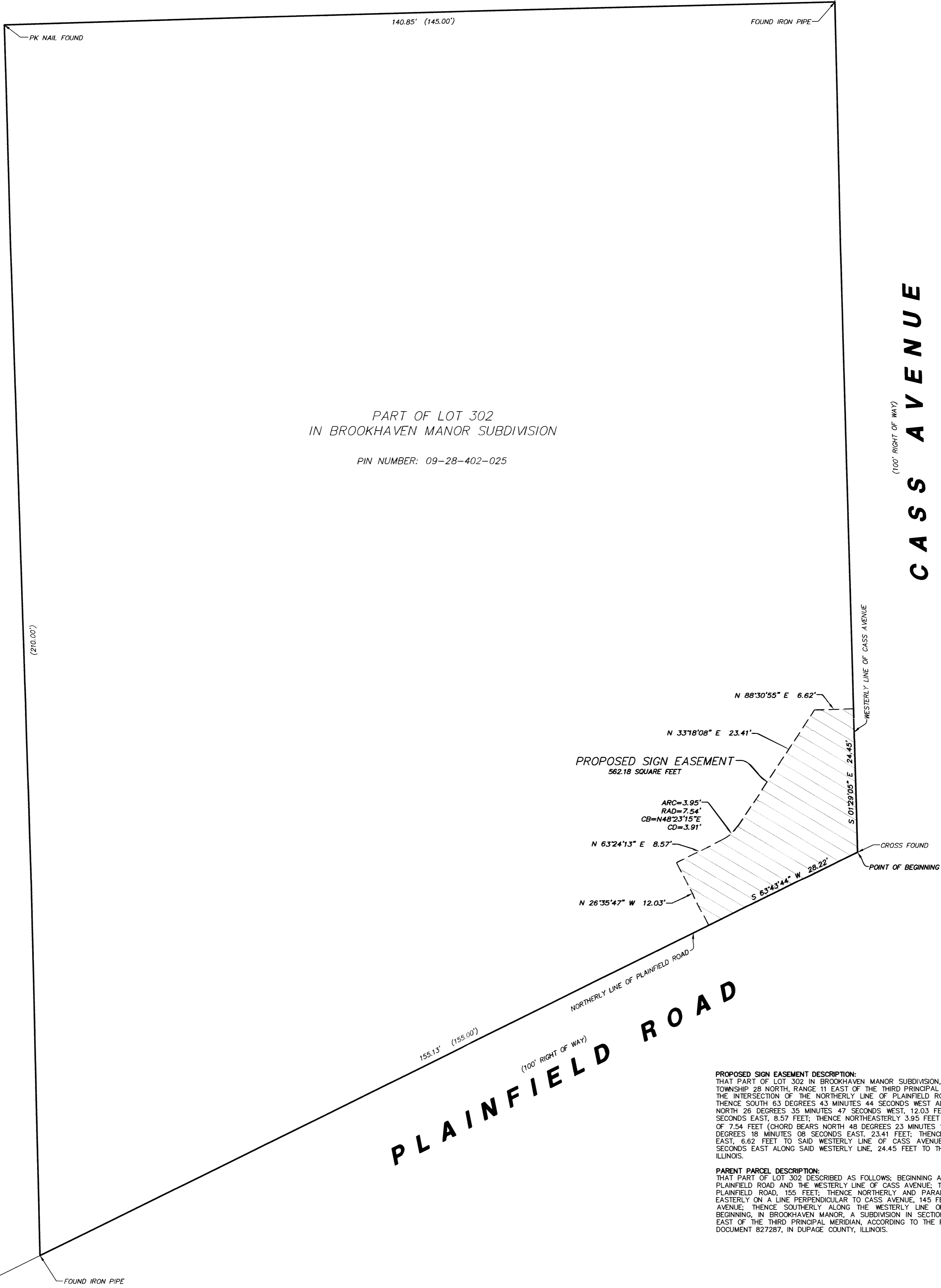
PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

PLAT OF EASEMENT

CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561

TO:



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

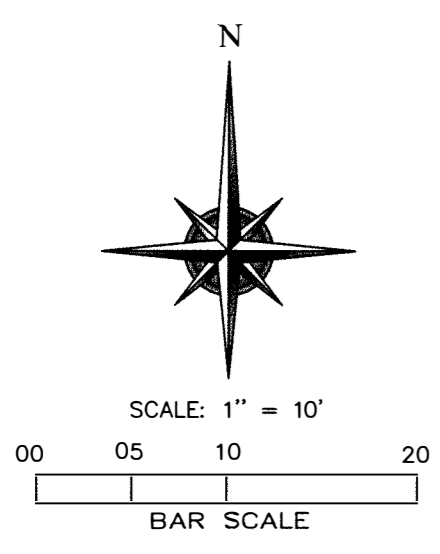
CASS AVENUE
(100' RIGHT OF WAY)

PLAINFIELD ROAD
(100' RIGHT OF WAY)

PROPOSED SIGN EASEMENT
562.18 SQUARE FEET

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 28 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 _____ SS
COUNTY OF _____
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 SS
COUNTY OF DUPAGE
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 SS
COUNTY OF DUPAGE
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 _____

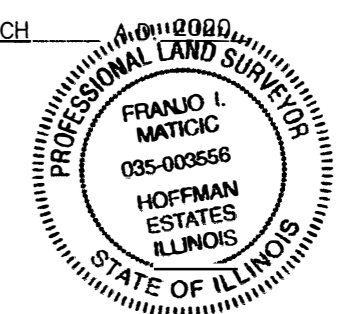
DUPAGE COUNTY RECORDER

NOTARY'S CERTIFICATE
STATE OF ILLINOIS SS
COUNTY OF _____
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 SS
COUNTY OF COOK
I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS.
FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2020
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS SS
COUNTY OF COOK
I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH AT HOFFMAN ESTATES, ILLINOIS.
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AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

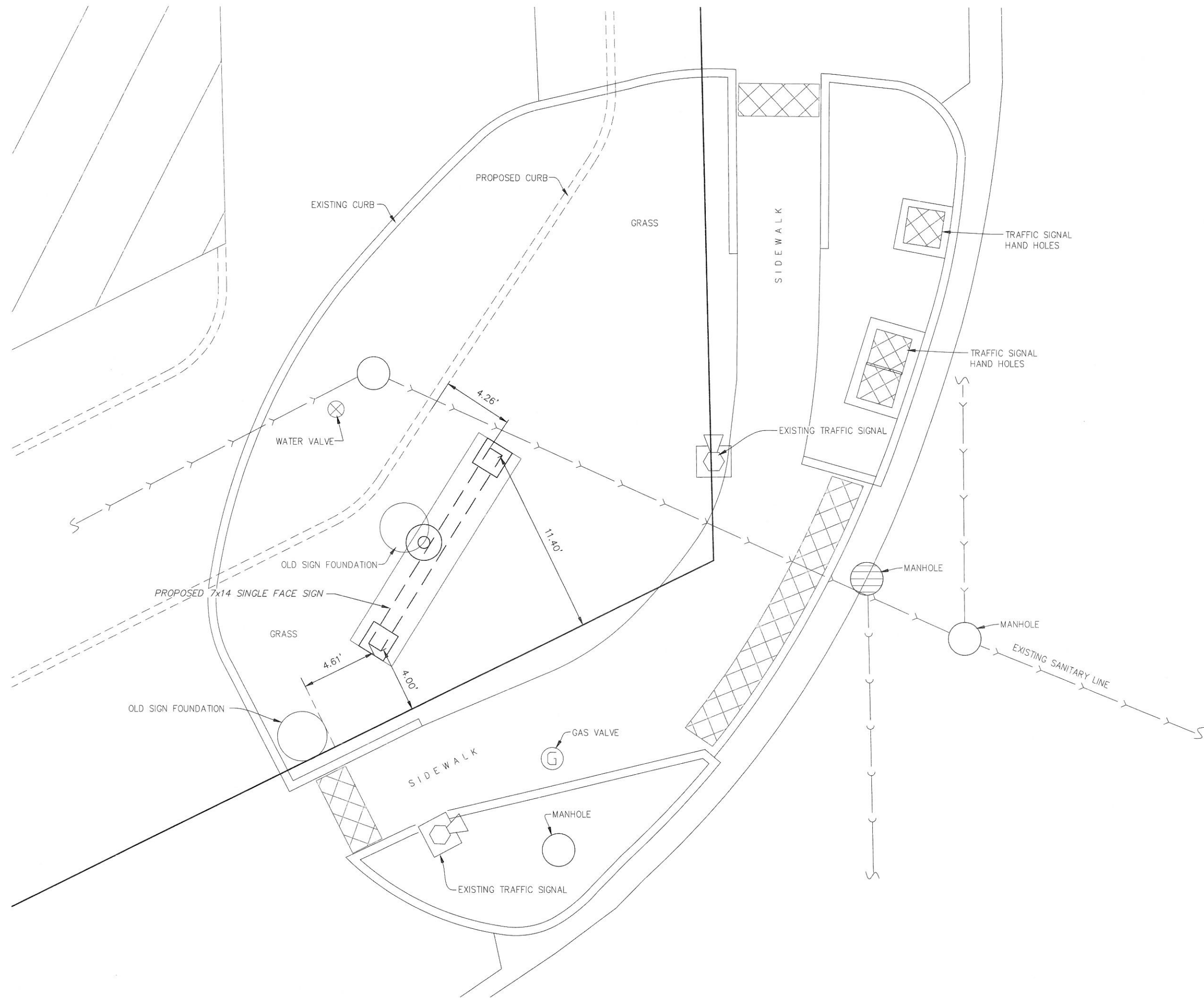
EASE-1
PLAT OF EASEMENT
SHEET 1 OF 1
DRAWN BY: DAWANKICH
JOB: 19137185
CHECK/FIRM

ISSUE
TO: _____ DATE: _____
CLIENT: 2/13/20
CLIENT: 3/23/20

CASS AVENUE AND PLAINFIELD ROAD
DARIEN, ILLINOIS



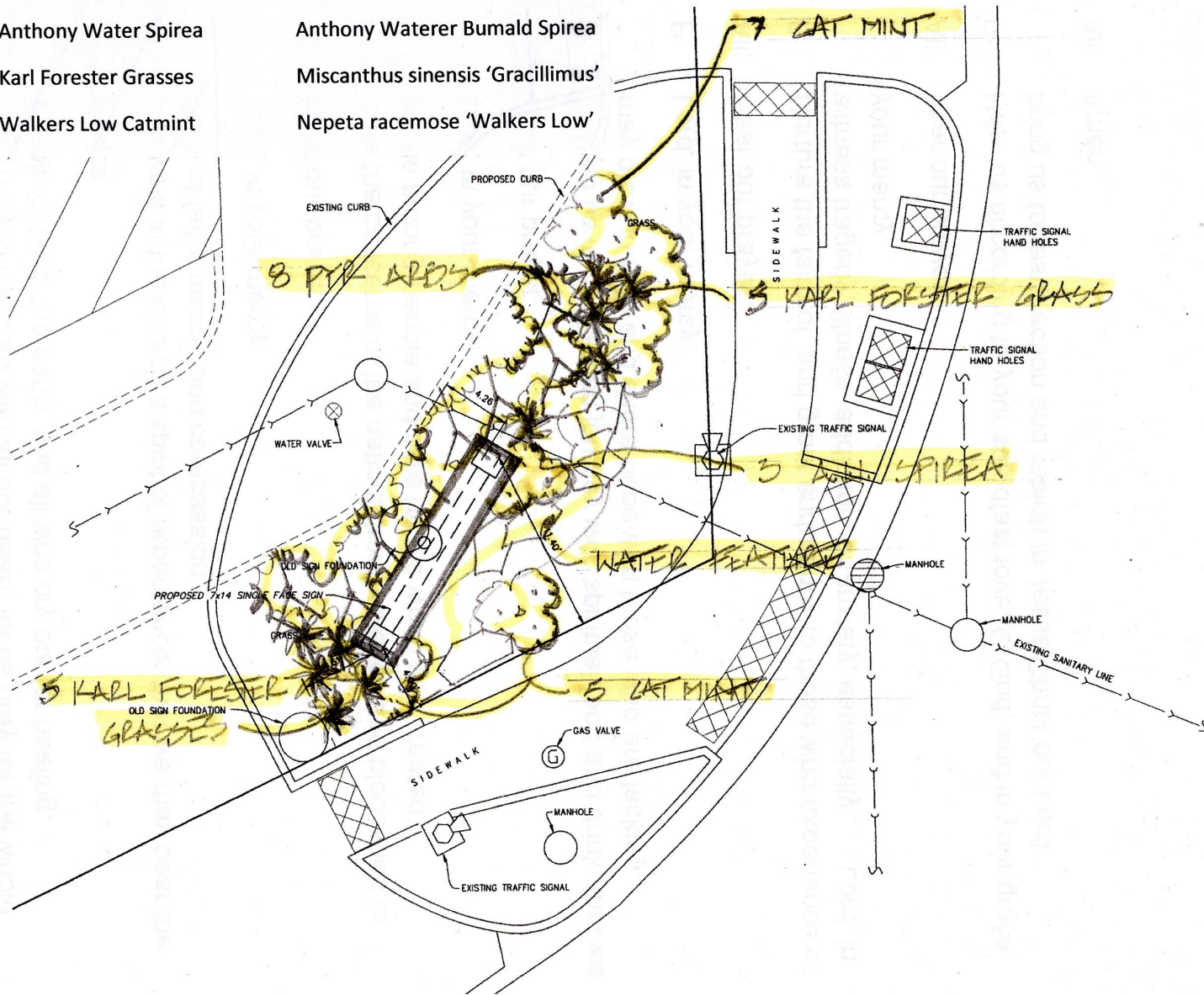
WT GROUP
Engineering with Precision, Pace and Passion.
2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
IL License No. 184.007570-0015 Expires 04.30.2021
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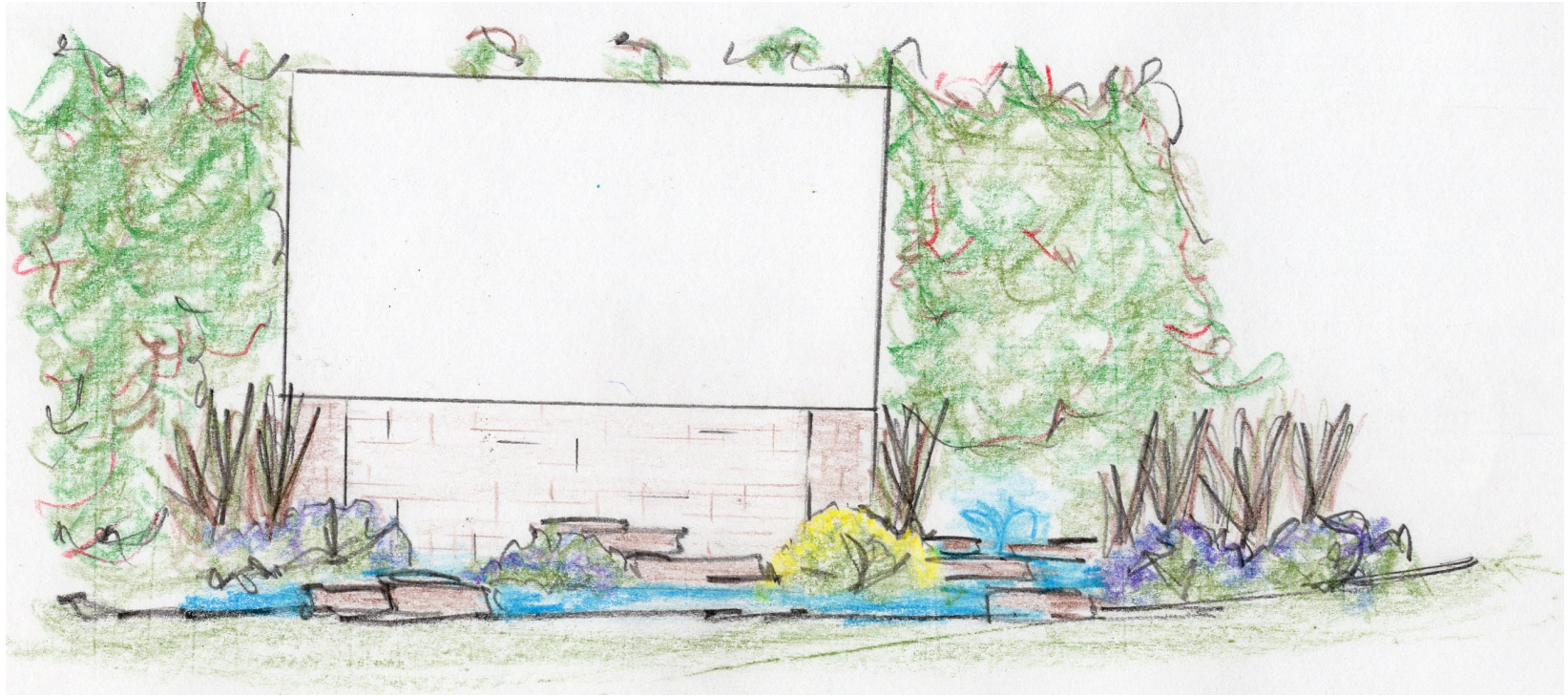


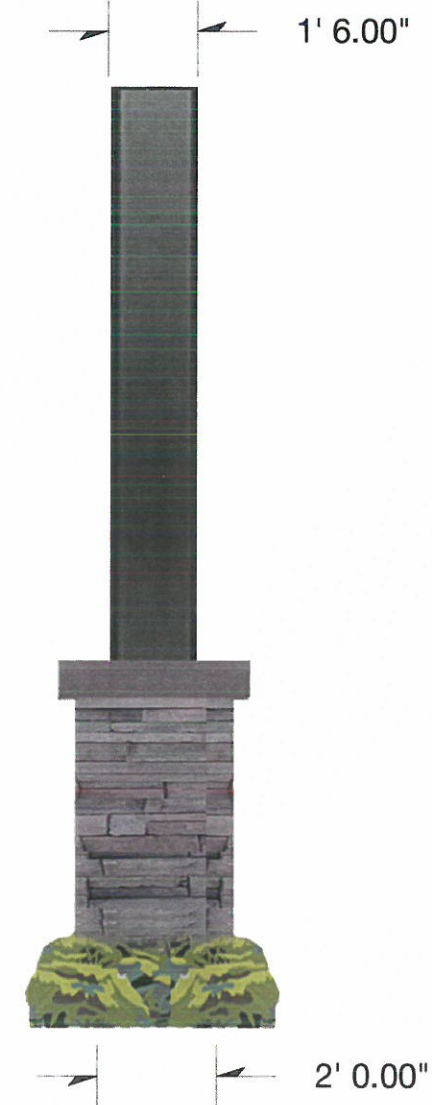
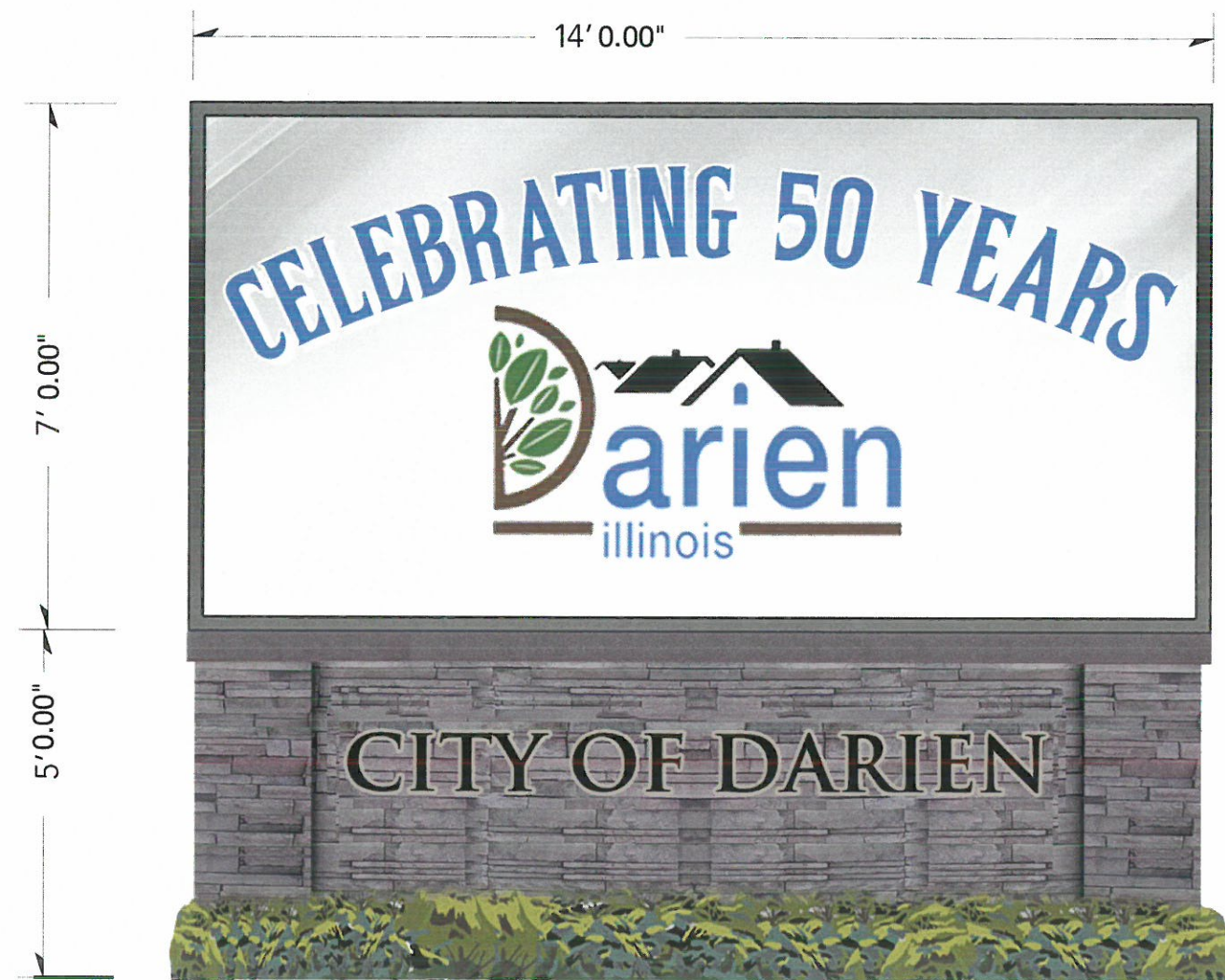


Plant list for Darian sign

8-6'	Pyramidal Arborvitae	Thuja Occidentalis 'Pyramidalis'
3- 5 gallon	Anthony Water Spirea	Anthony Waterer Bumald Spirea
10-1 gallon	Karl Forester Grasses	Miscanthus sinensis 'Gracillimus'
12-1 gallon	Walkers Low Catmint	Nepeta racemose 'Walkers Low'







Express
SIGN & LIGHTING
MAINTENANCE

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'

NOTES:
THIS DRAWING IS THE
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DRAWING IS NOT TO BE
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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:

© 2017 EXPRESS SIGNS, INC.

(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

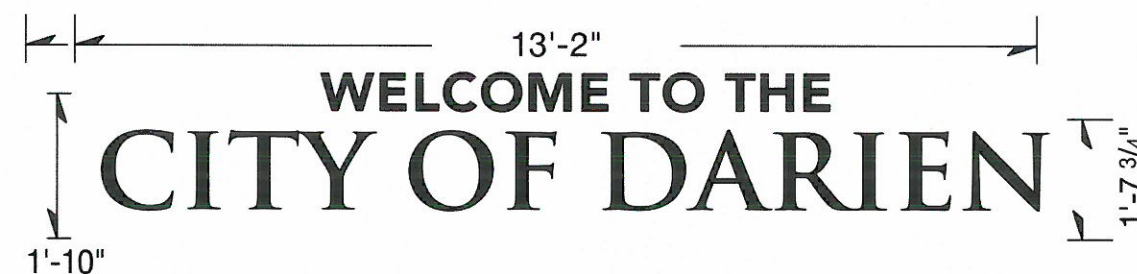
(1) FLAT CUT OUT ALUMINUM LETTERS

- 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



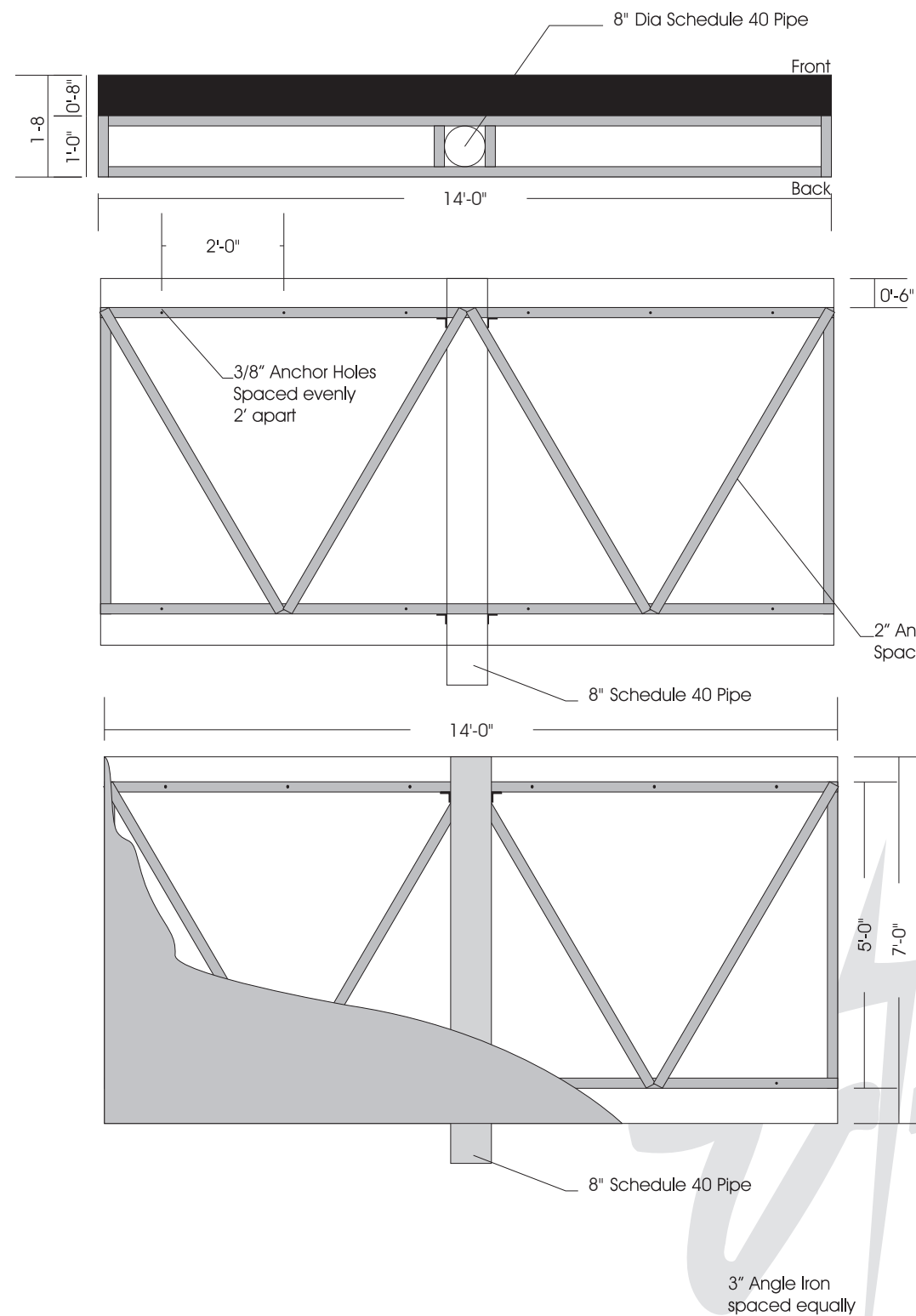
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FOR ANY MIS-USE.

SIGN TYPE:
A1.1

APPROVED BY:

DATE APPROVED:

© 2019 EXPRESS SIGNS, INC.



(1) STRUCTURAL DRAWING

- Message center is 7'h x 14'w x 8"d
- Mounted to 8" Schedule 40 Pipe
- 2" x 2" x 3/16" Galvanized Angle Iron Frame
- Sides and back covered by aluminum sheets

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

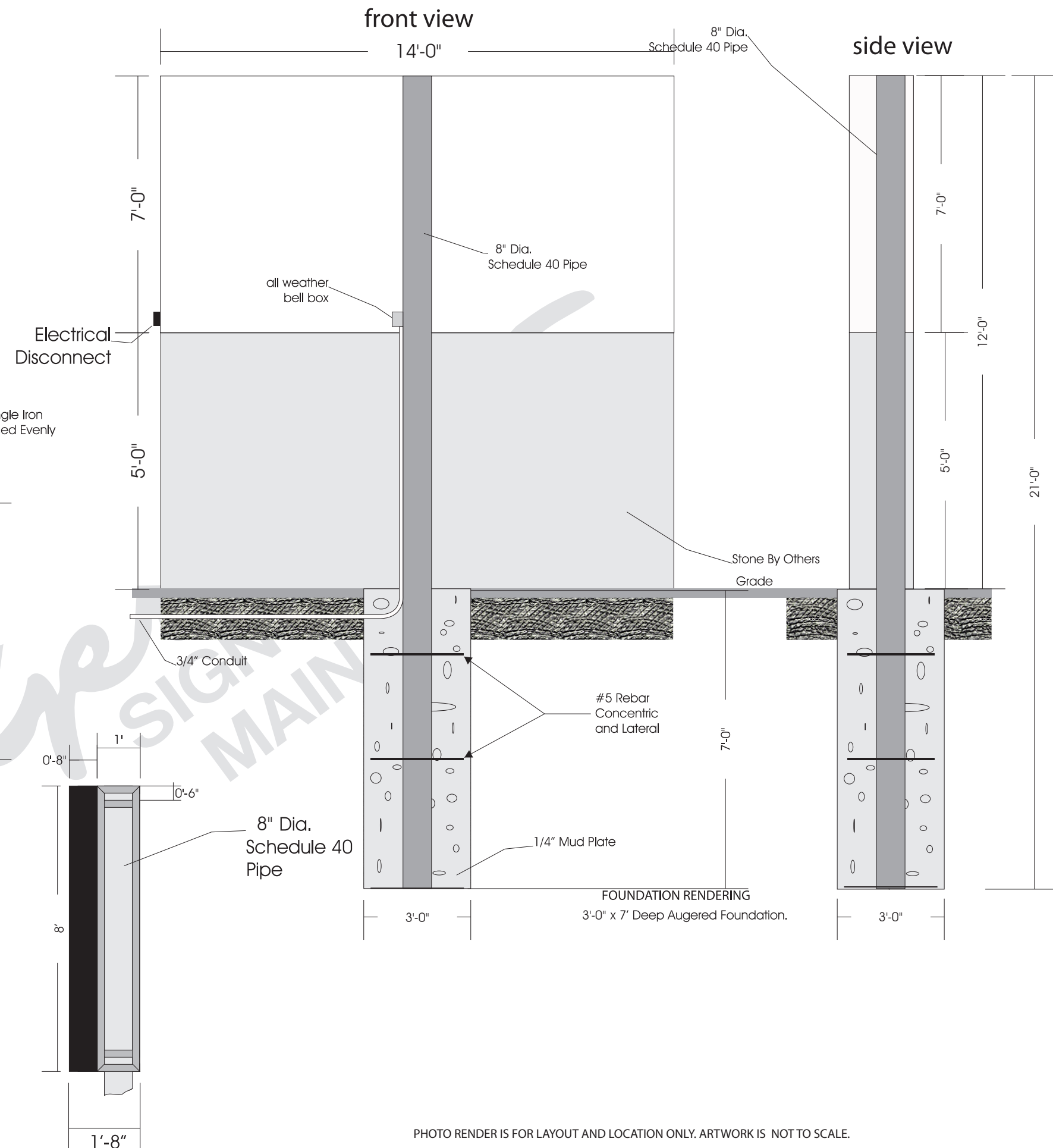
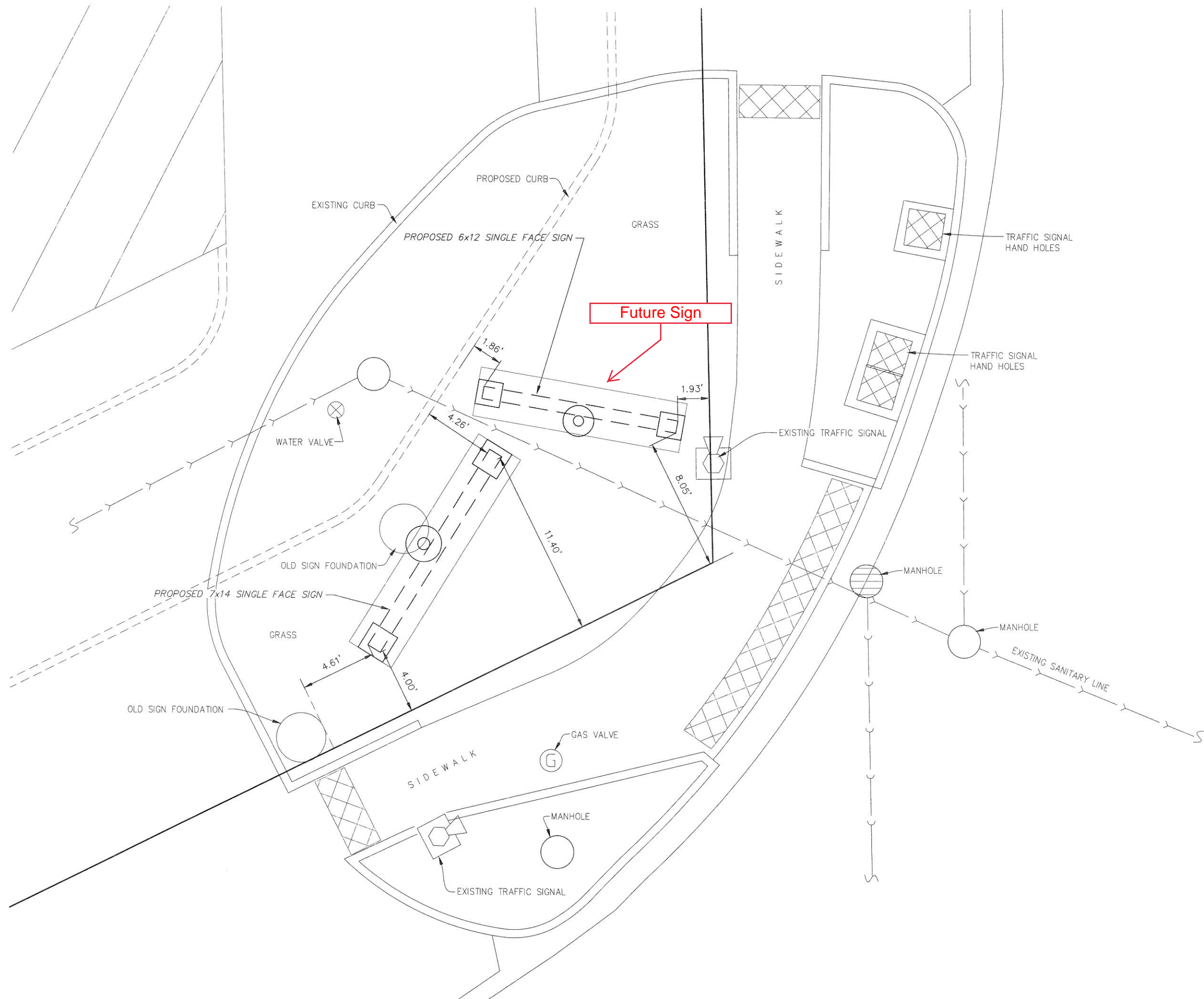
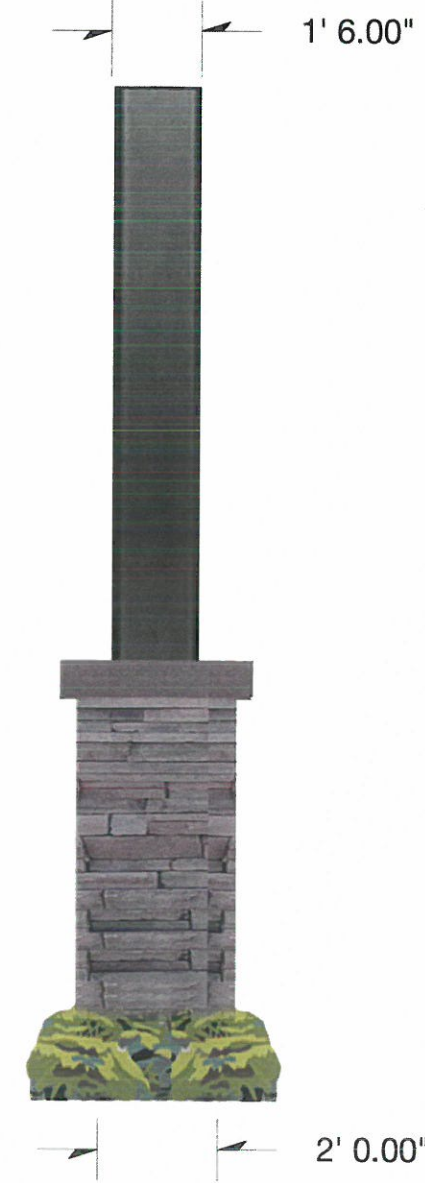
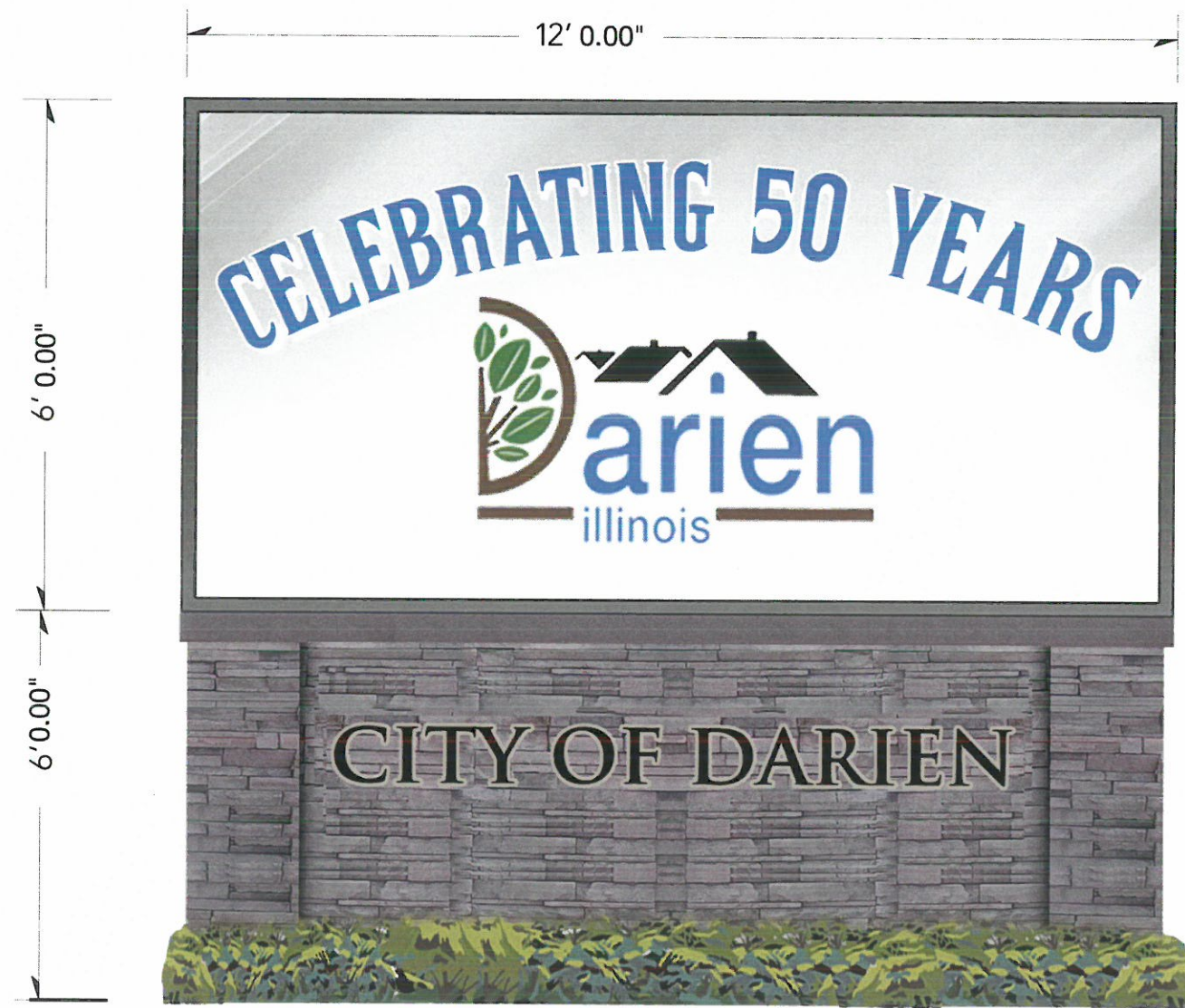


PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN





Future Sign



(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

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SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

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



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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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SIGN TYPE:
A1.4

APPROVED BY:

DATE APPROVED:

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Express
SIGN & LIGHTING
MAINTENANCE

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

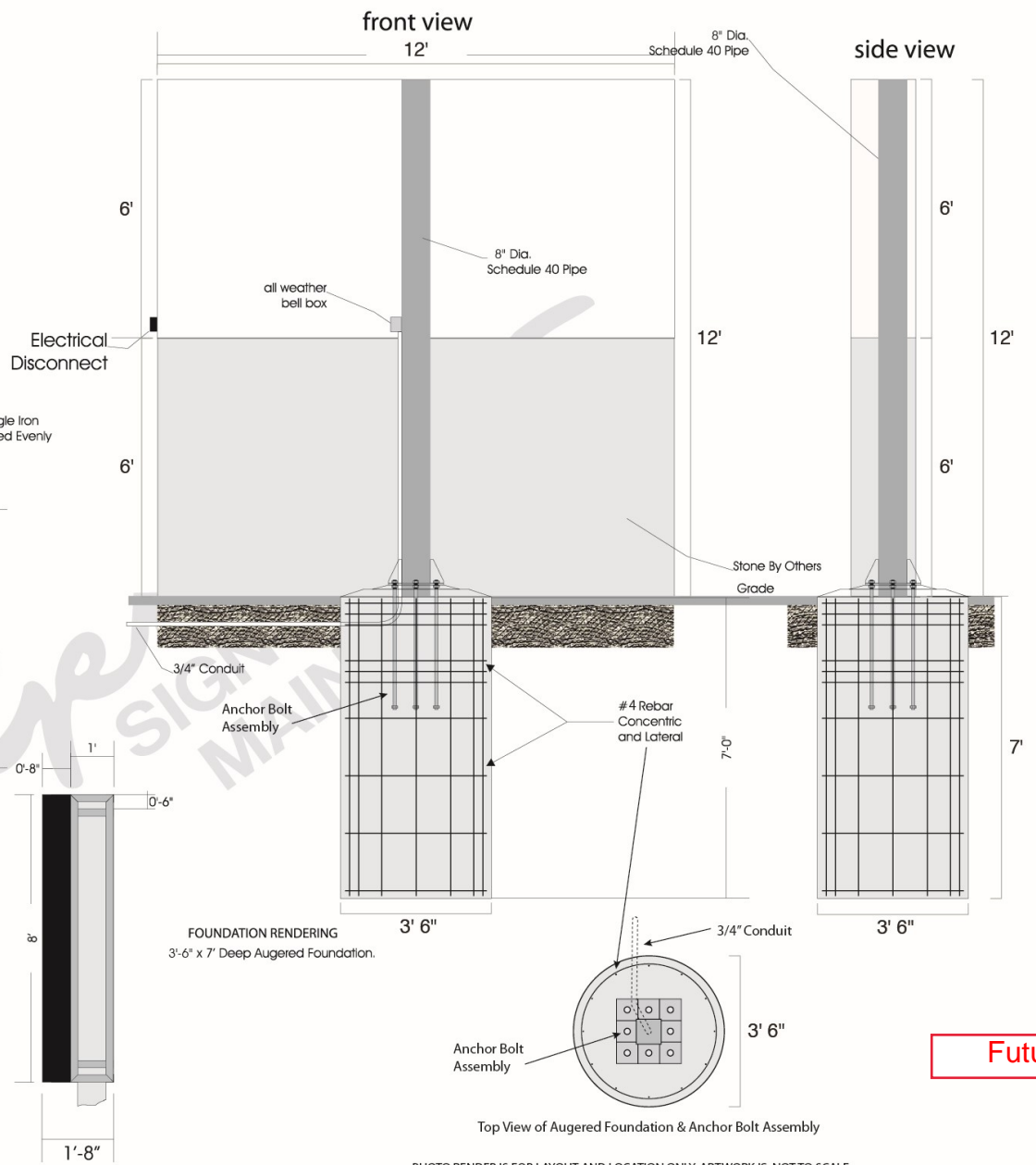
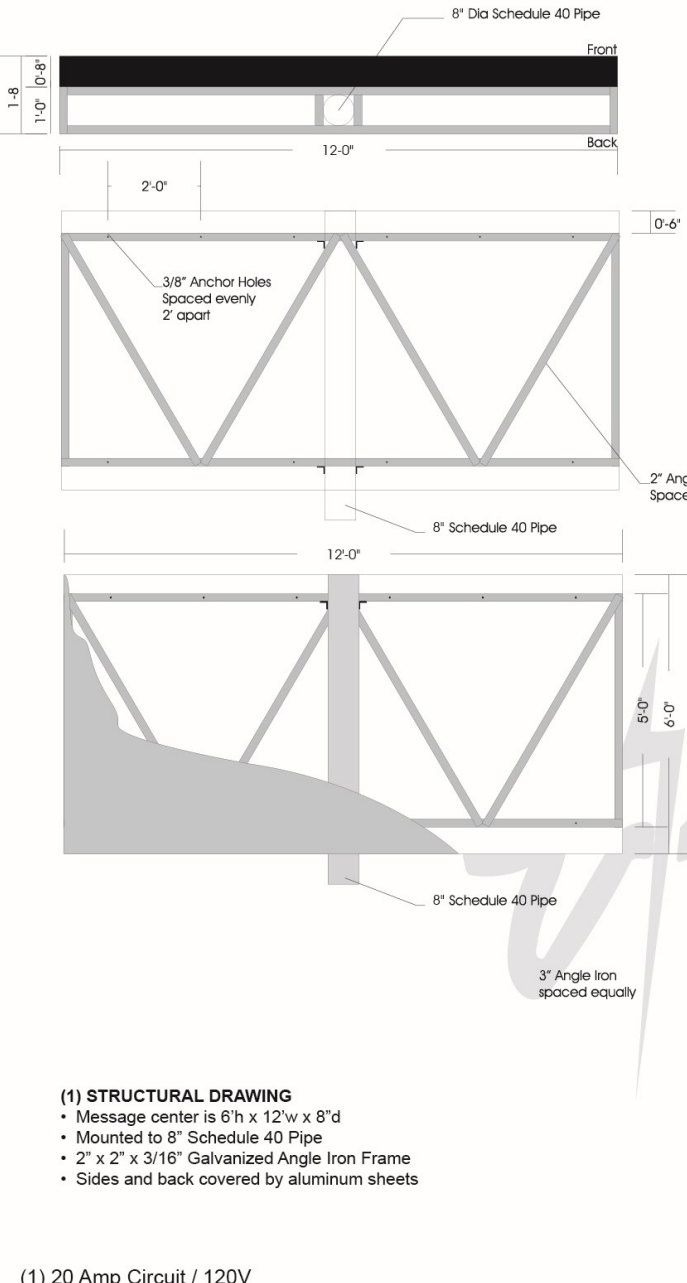
CUSTOMER: Chicago Billboard - Darien
 PROJECT ADDRESS: Darien, IL
 PROJECT: Structural Drawing
 PROOF NO: 020-043
 DESIGNER: SS
 DATE: 02.26.20
 SCALE: 3/8" = 1"
 REVISION: 02.28.20 Updated height.

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SIGN TYPE:
A1.2

APPROVED BY:

DATE APPROVED:
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(1) STRUCTURAL DRAWING

- Message center is 6'h x 12'w x 8"d
- Mounted to 8" Schedule 40 Pipe
- 2" x 2" x 3/16" Galvanized Angle Iron Frame
- Sides and back covered by aluminum sheets

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

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

Future Sign



CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN EASEMENT AGREEMENT
(NORTHWEST CORNER OF CASS AVENUE AND PLAINFIELD ROAD, DARIEN, IL
60561 PIN #09-28-402-025)**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 15th DAY OF JUNE, 2020**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of June, 2020.**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN EASEMENT AGREEMENT
(NORTHWEST CORNER OF CASS AVENUE AND PLAINFIELD ROAD, DARIEN, IL
60561 PIN #09-28-402-025)**

WHEREAS, by way of Ordinance No. O-02-20, the City entered into a Construction Grant Agreement (“Agreement”) with the Owner of property with a common address of 7532 Cass Avenue (the “Subject Property”); and

WHEREAS, the Subject Property is located at the northwest corner of Cass Avenue and Plainfield Road; and pursuant to Section 5 of the Agreement, “Grant of Easement for Signage; City Agreement To Reserve,” the City and the Owner of the Subject Property agreed to enter into an Easement Agreement to allow for the erection and maintenance of marquee signage on the Subject Property; and

WHEREAS, the City Council has been presented with the proposed Easement Agreement and find that it is reasonable and in conformance with the Construction Grant Agreement to approve the Easement Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:

SECTION 1: Easement Agreement Approved. The City Council hereby approves of the Easement Agreement with the Owner of the Subject Property substantially in the form of [Exhibit 1](#) attached hereto and made a part hereof.

SECTION 2: Recordation. The City Clerk is hereby authorized and directed to cause a copy of said Agreement to be recorded in the Office of the DuPage Recorder of Deeds at the City's sole expense.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

AYES _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

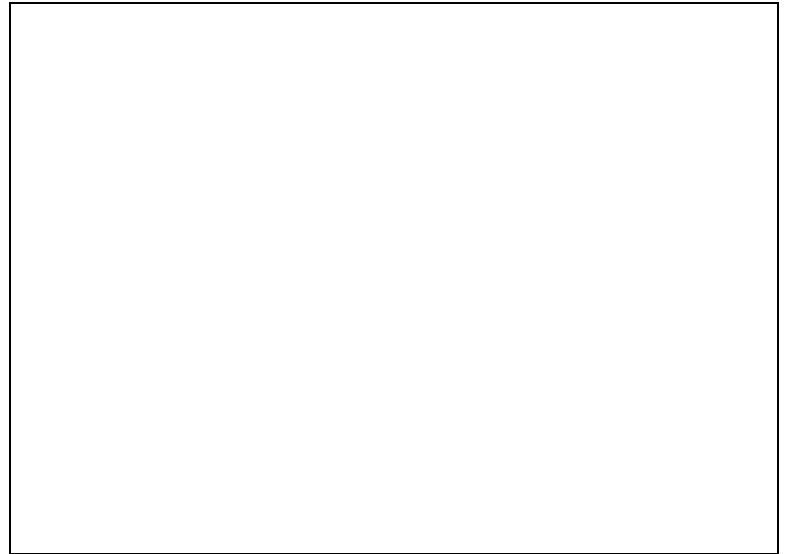
JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is dated the ____ day of _____, 2020, by and between 7532 Cass Avenue, LLC (“Owner”) and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois 60561 (“City”).

RECITALS:

- A. Owner is the owner of certain property described on [Exhibit 1](#) attached hereto and made a part hereof (the “Subject Property”).
- B. Owner is in the process of developing the Subject Property for commercial use.
- C. The Subject Property fronts both Cass Avenue and Plainfield Road within the City. The City and Owner have been in negotiations in order to provide for the placement of advertising signage on the Subject Property.
- D. In connection with the Agreement, the parties have agreed that Owner will grant the City temporary and permanent easements as set forth hereinbelow.

Accordingly, it is hereby agreed by and between Owner and City as follows:

Section 1. Grants of Easement. Owner hereby grants the City temporary and permanent easement to the “Easement Area” as shown on the Plat attached to this Agreement as [Exhibit 2](#) as follows:

- A. Owner grants the City a permanent easement on, under and across the Easement Area for purposes of operating and maintaining advertising signage within the Easement Area.

B. Owner grants the City a temporary easement to go on the entire Subject Property for purposes of constructing the signage improvements within the Easement Area.

Section 2. Maintenance; Assignment.

A. The City shall be solely responsible for the maintenance of the Easement Area.

B. The City may assign maintenance responsibilities to a third-party contractor provided such assignment is a part of a three-party agreement among City, Owner and third-party.

Section 3. Vacation of Easement. The City reserves the right to vacate the Easement granted by this Agreement. In such case, the City will promptly restore the Easement Area to a serviceable condition consistent with the remainder of the Subject Property and subject to Owner's reasonable approval.

Section 4. Recordation. This Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds at the City's expense.

OWNER:

CITY:

7532 CASS AVENUE LLC

CITY OF DARIEN

By: _____



By: _____

Attest: _____



EXHIBIT 1

Legal Description

Said property is legally described as follows:

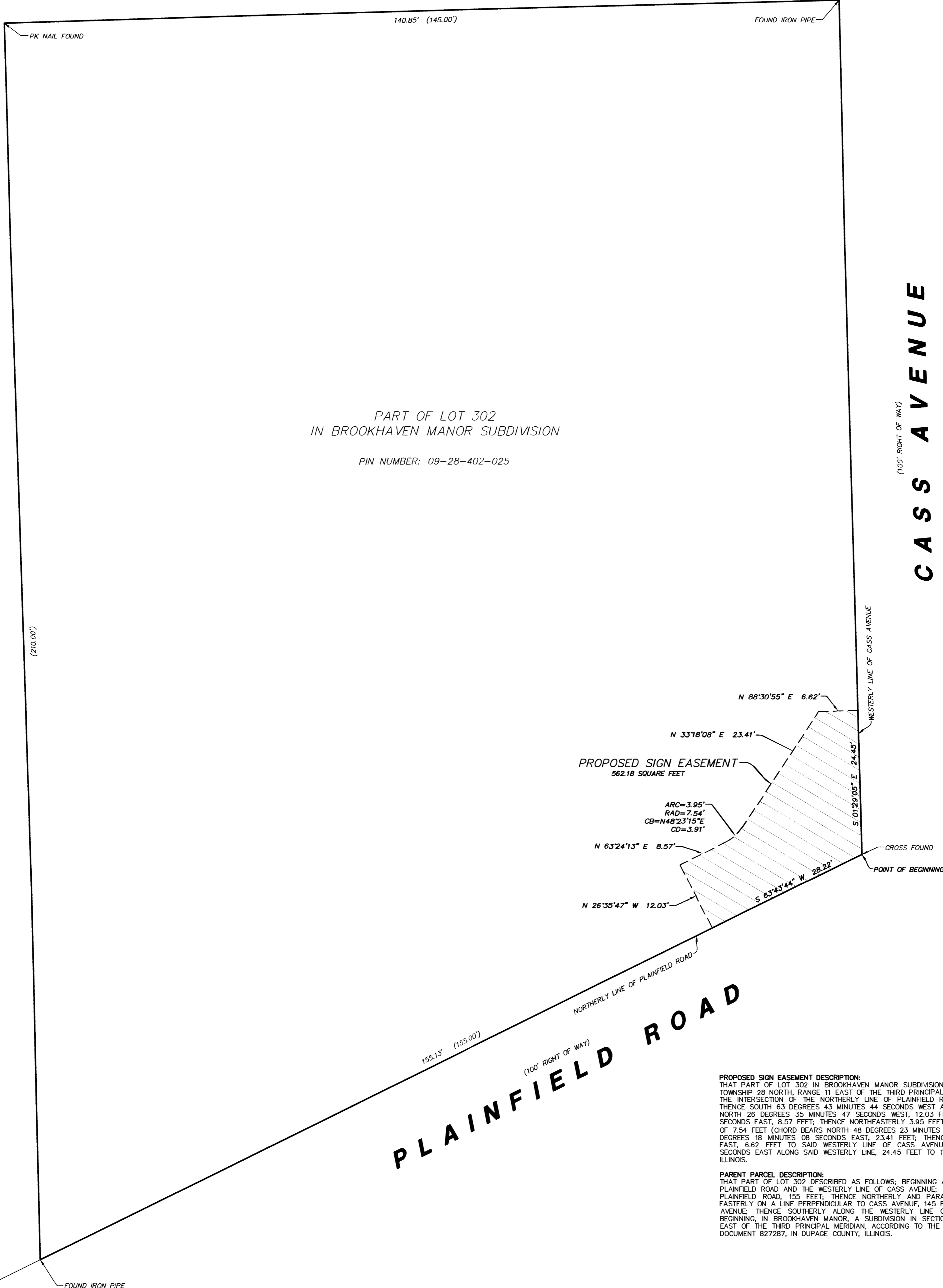
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A 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.

PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

PLAT OF EASEMENT

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



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

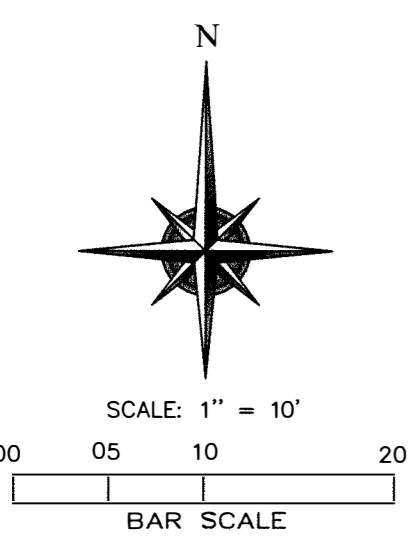
CASS AVENUE
(100' RIGHT OF WAY)

PLAINFIELD ROAD
(100' RIGHT OF WAY)

PROPOSED SIGN EASEMENT
562.18 SQUARE FEET

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 28 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 _____ SS
COUNTY OF _____
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 SS
COUNTY OF DUPAGE
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 SS
COUNTY OF DUPAGE
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 SS
COUNTY OF _____
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 SS
COUNTY OF COOK
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GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS.
FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2020
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

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

EASE-1
PLAT OF EASEMENT
SHEET 1 OF 1

ISSUE
TO DATE
CLIENT 2/13/20
CLIENT 3/23/20

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
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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, DARIEN IL 60561, PIN NO 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 approve a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN No 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 15th day of June, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of June, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SIGN AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____ 2020 by and among the ***CITY OF DARIEN***, a Municipal Corporation ("City") and 7532 CASS AVENUE, LLC, an Illinois limited liability company ("Owner"), and BRT OUTDOOR, LLC ("BRT")

RECITALS

WHEREAS, Owner is the owner of property identified on [Exhibit A](#) attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Owner and City have entered into an Easement Agreement pursuant to which Owner has granted City temporary and permanent easement on that portion of the Subject Property identified as the "Easement Area" on the Plat appended to this Agreement as [Exhibit B](#); and

WHEREAS, the easement granted therein is for the purpose of allowing for the operation and maintenance of advertising signage within the designated Easement Area; and

WHEREAS, BRT is in the business of installing and maintaining digital display multiple message signs ("Digital Displays"); and

WHEREAS, BRT has requested that it be permitted to install digital display signage within the Exhibit B Easement Area; and

WHEREAS, Owner and City have agreed to authorize BRT to construct and maintain Digital Displays within the Easement Area, subject to the terms, conditions and limitations set forth hereinbelow.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

USE OF EASEMENT AREA FOR DIGITAL DISPLAYS

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

1. ***TERM***

The right to install and operate the Digital Displays at the Easement Area shall commence on the date this Agreement is approved by the City's corporate authorities (the "Commencement Date") and shall continue for a period of ten (10)

years from the date construction is completed and the Digital Displays are operational (the "Expiration Date").

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

2. COMPENSATION TO OWNER AND CITY FOR USE OF EASEMENT AREA

Upon completion of construction, BRT will display multiple messages on each panel in a fixed rotation of not more than an 8-image rotation, with not less than ten (10) seconds duration per image. In particular:

A. The City shall be entitled to two (2) positions in the display rotation at no cost to the City.

(i) One position will be for the City to display content dealing with City activities as determined by the City; and

(ii) A second position shall be reserved for content on behalf of local not-for-profit organizations ("NFPs") as designated by the City from time to time. The City shall provide BRT with City-approved NFP content for display and for term of display.

B. Owner shall be entitled to one (1) position in the display rotation at no cost to Owner, to be shared equally among Owner's two tenants (as designated by Owner from time to time), and Brookhaven Foods grocery store.

C. The remaining rotation positions shall be at the discretion of BRT, subject to the user limitations found in Section 6C of this Agreement.

3. 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 as shown on [Exhibit C](#) attached to this agreement.

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

4. 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 Easement Area to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the Easement Area 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 Easement Area 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.

5. 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.

6. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the Easement Area 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 the Subject 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 Easement Area.

7. 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 Easement Area 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 and Owner with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City, Owner, and their respective officers, agents and employees, with original endorsements affecting coverage required hereunder. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on the insurer's behalf.

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.

8. RESTORATION OF EASEMENT AREA

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 Easement Area to its pre-existing condition.

9. 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 Easement Area 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.

10. 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) BRT's failure to provide the Base Position in accordance with this Agreement;

(ii) BRT's 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;

(iii) BRT's failure to maintain the signage in a form consistent with then-current technology;

(iv) BRT's filing a voluntary or involuntary petition under any bankruptcy or insolvency law; or

(v) BRT's discontinuance of business for a period of three (3) consecutive months.

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.

11. 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 Easement Area 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.

12. 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.

13. LITIGATION; NOTICE; INTERVENTION

In the event any litigation is filed against the City and/or Owner or the digital displays, City and/or Owner will promptly notify BRT. City and Owner shall not object to any petition filed by BRT seeking to intervene in said litigation.

14. 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:

IF TO CITY OF DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561

IF TO BRT OUTDOOR, LLC:

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

With A Copy To:

John B. Murphey
Odelson, Sterk, Murphey, Frazier &
McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805

IF TO OWNER:

7502 CASS AVENUE, LLC
c/o JEMCO & Associates, Ltd.
242 Bunting Lane
Bloomington, IL 60108

With A Copy To:

Anthony Pavone
Pavone Law Group
255 East Lake Street
Suite 301
Bloomington, IL 60108

15. 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 shall be recorded by the 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 among the parties and any ambiguities shall not be interpreted in favor of the parties.

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

7532 CASS AVENUE, LLC

By: _____

Attest: _____

EXHIBIT A**Legal Description**

Said property is legally described as follows:

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 FEET; THENCE EASTELY 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.

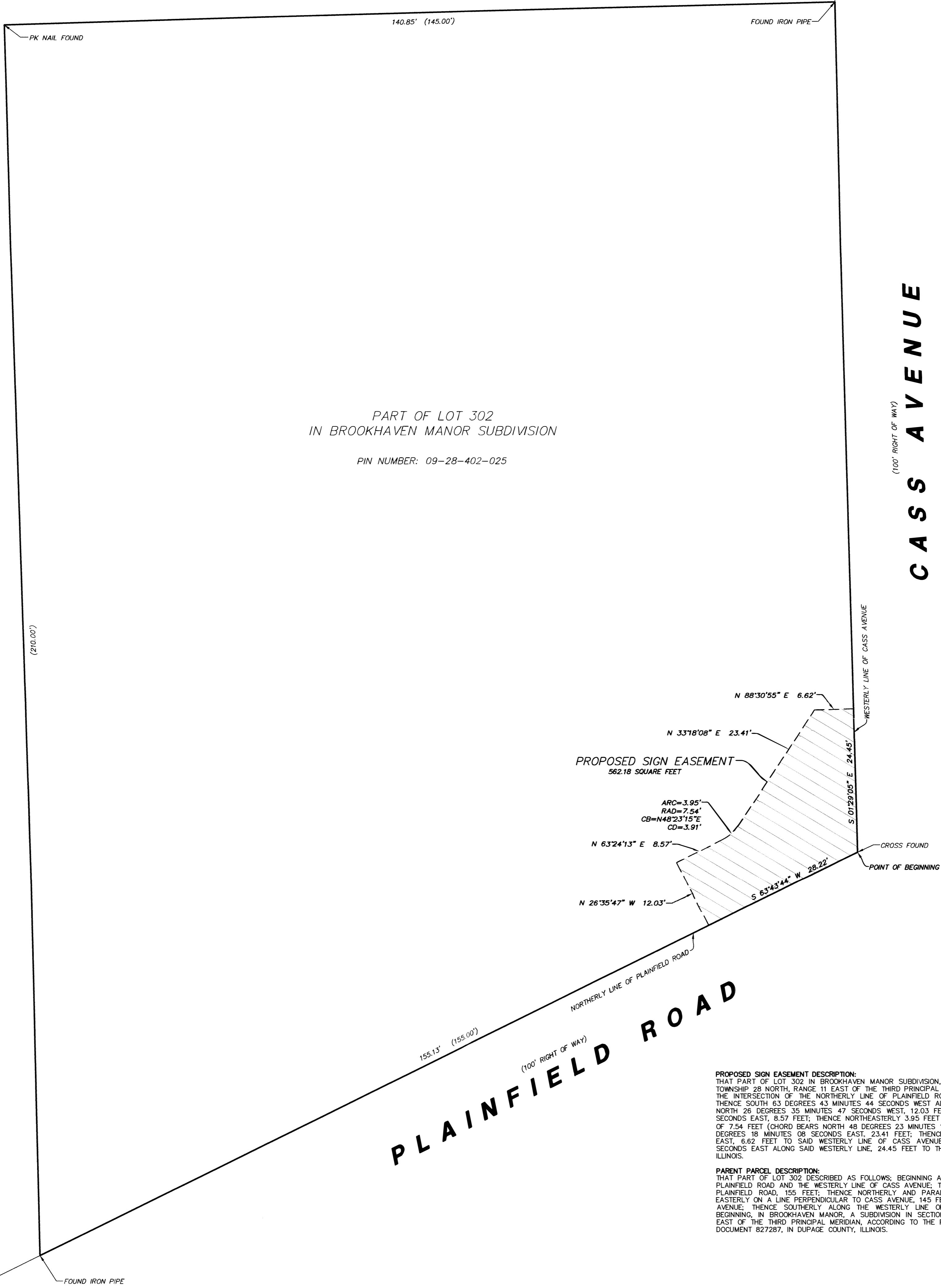
PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

PLAT OF EASEMENT

CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561

TO:



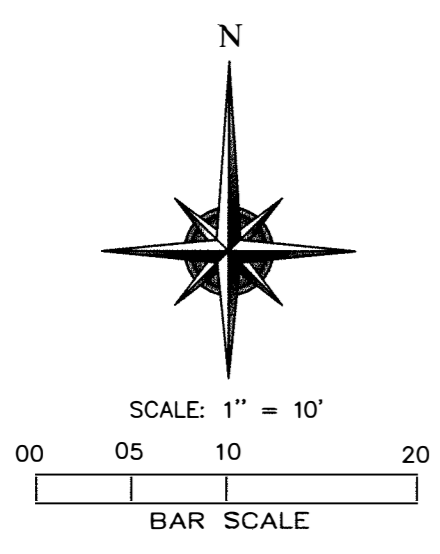
PART OF LOT 302
IN BROOKHAVEN MANOR SUBDIVISION
PIN NUMBER: 09-28-402-025

CASS AVENUE
(100' RIGHT OF WAY)

PLAINFIELD ROAD
(100' RIGHT OF WAY)

PROPOSED SIGN EASEMENT DESCRIPTION:
THAT PART OF LOT 302 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 28 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 _____ SS
COUNTY OF _____

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 SS
COUNTY OF DUPAGE

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 SS
COUNTY OF DUPAGE

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 SS
COUNTY OF _____

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 SS
COUNTY OF COOK

I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS.

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

I, FRANJO I. MATIJC, 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 24TH DAY OF MARCH AT HOFFMAN ESTATES, ILLINOIS.

FRANJO I. MATIJC - 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

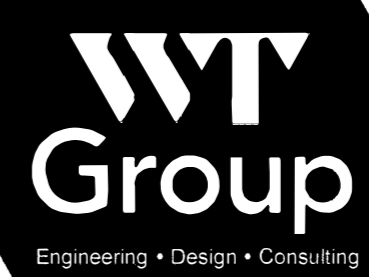
EASE-1
PLAT OF EASEMENT
SHEET 1 OF 1

CHECK/FIRM
DRAWMAN/KCH
JOB: 19137185

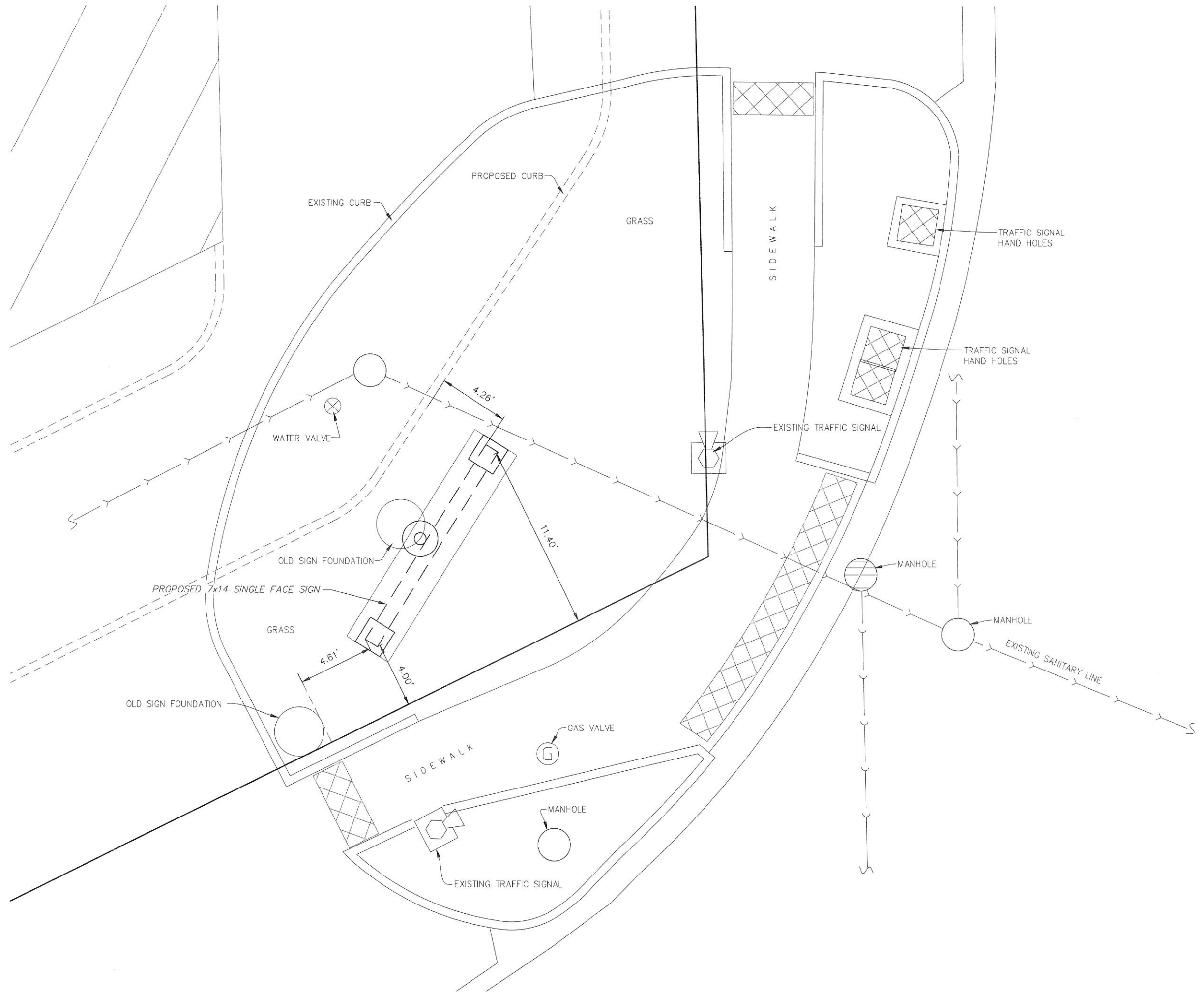
ISSUE

TO _____ DATE _____
CLIENT _____ 2/13/20
CLIENT _____ 3/23/20

CASS AVENUE AND PLAINFIELD ROAD
DARIEN, ILLINOIS



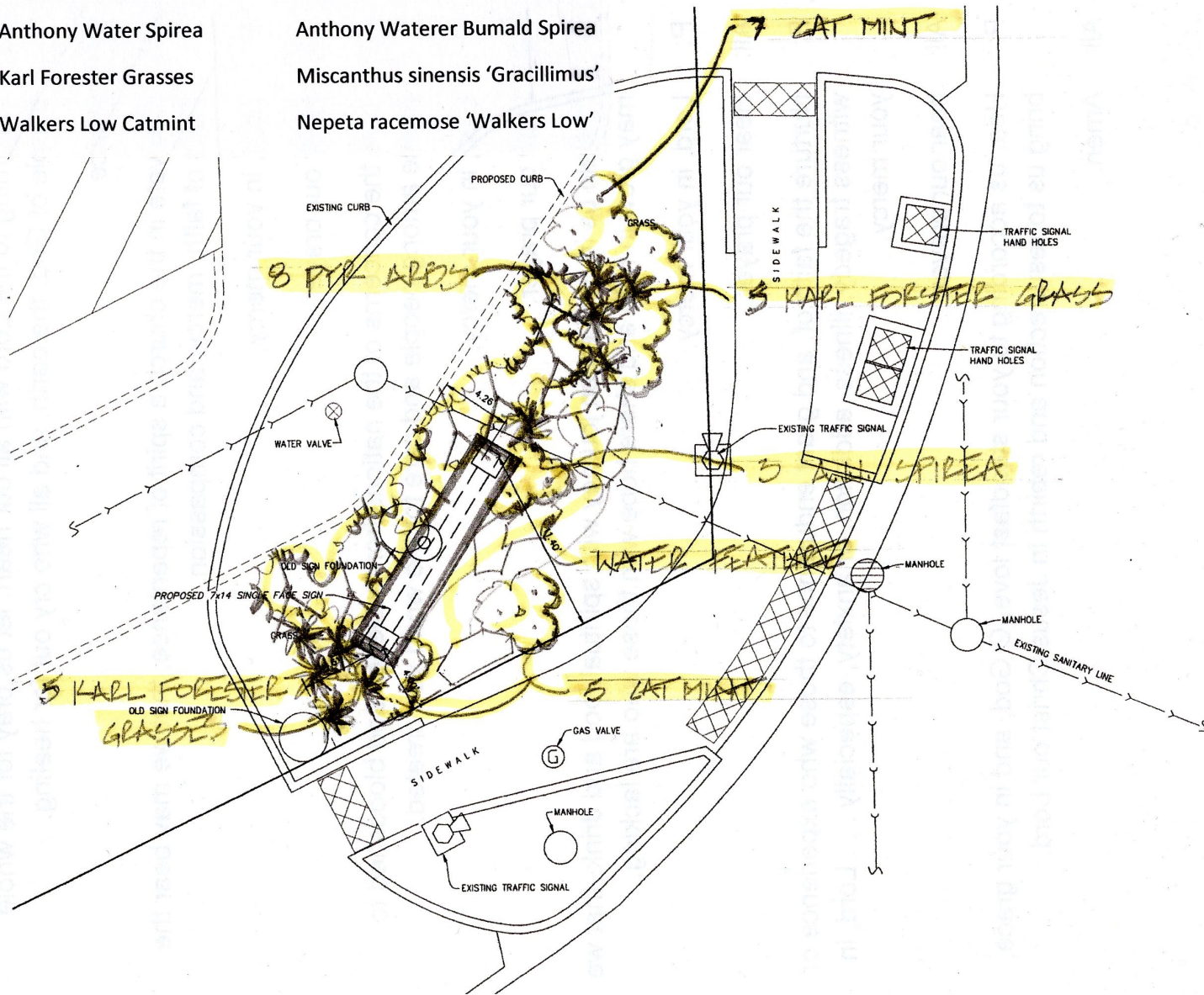
WT GROUP
Engineering with Precision, Pace and Passion.
2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
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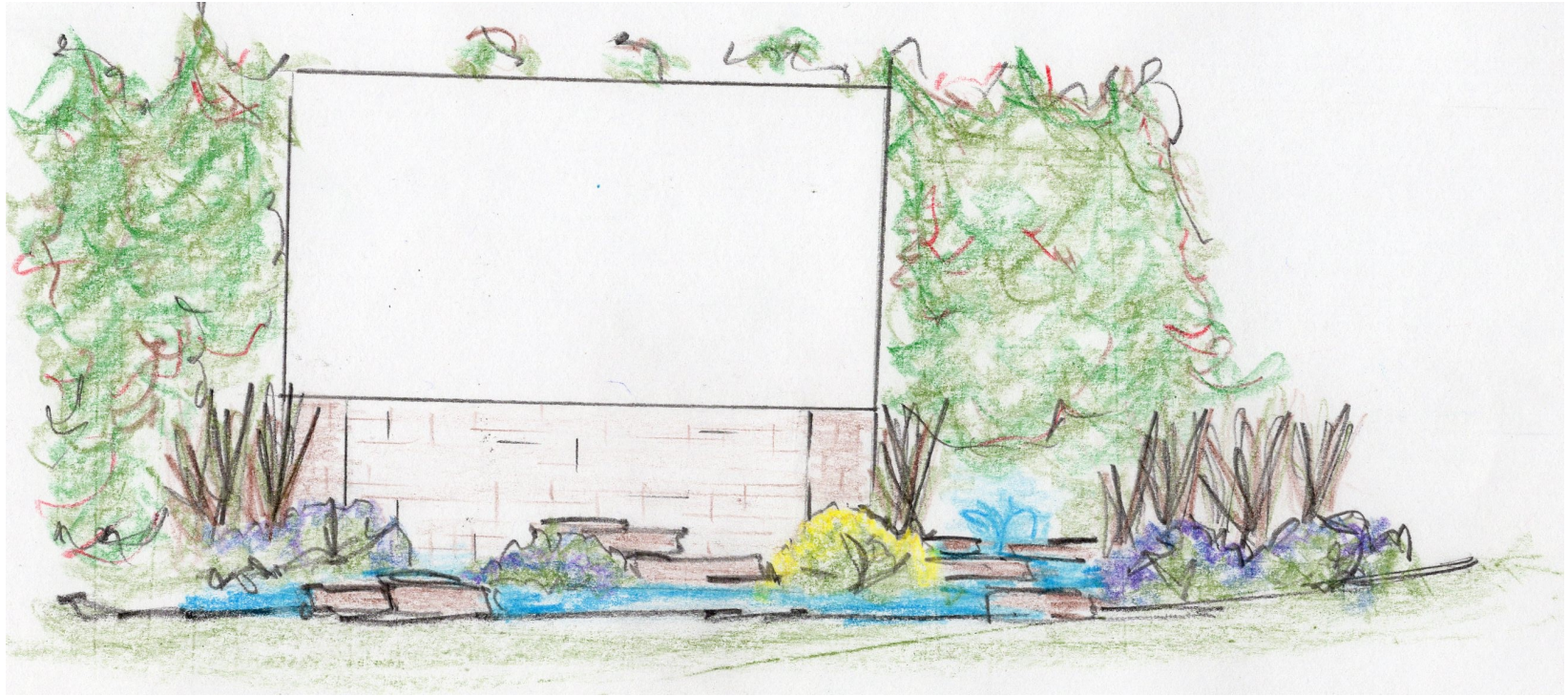


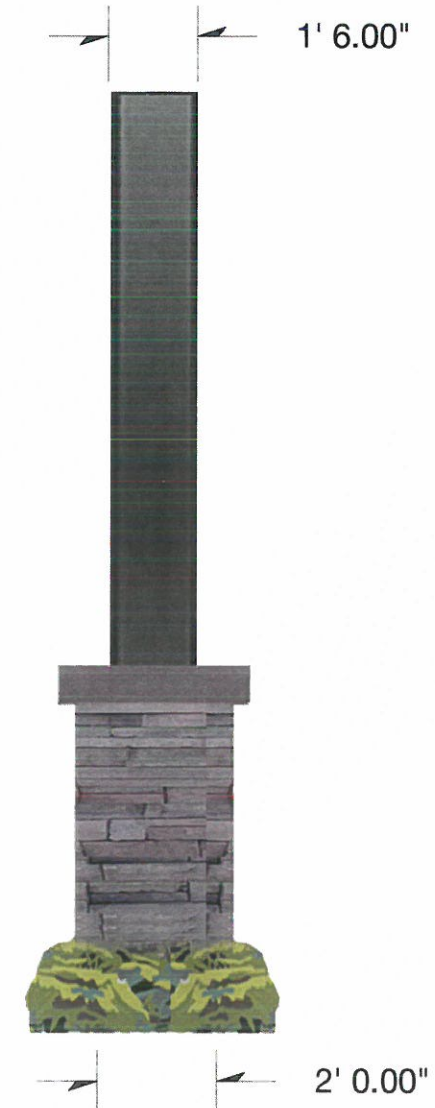
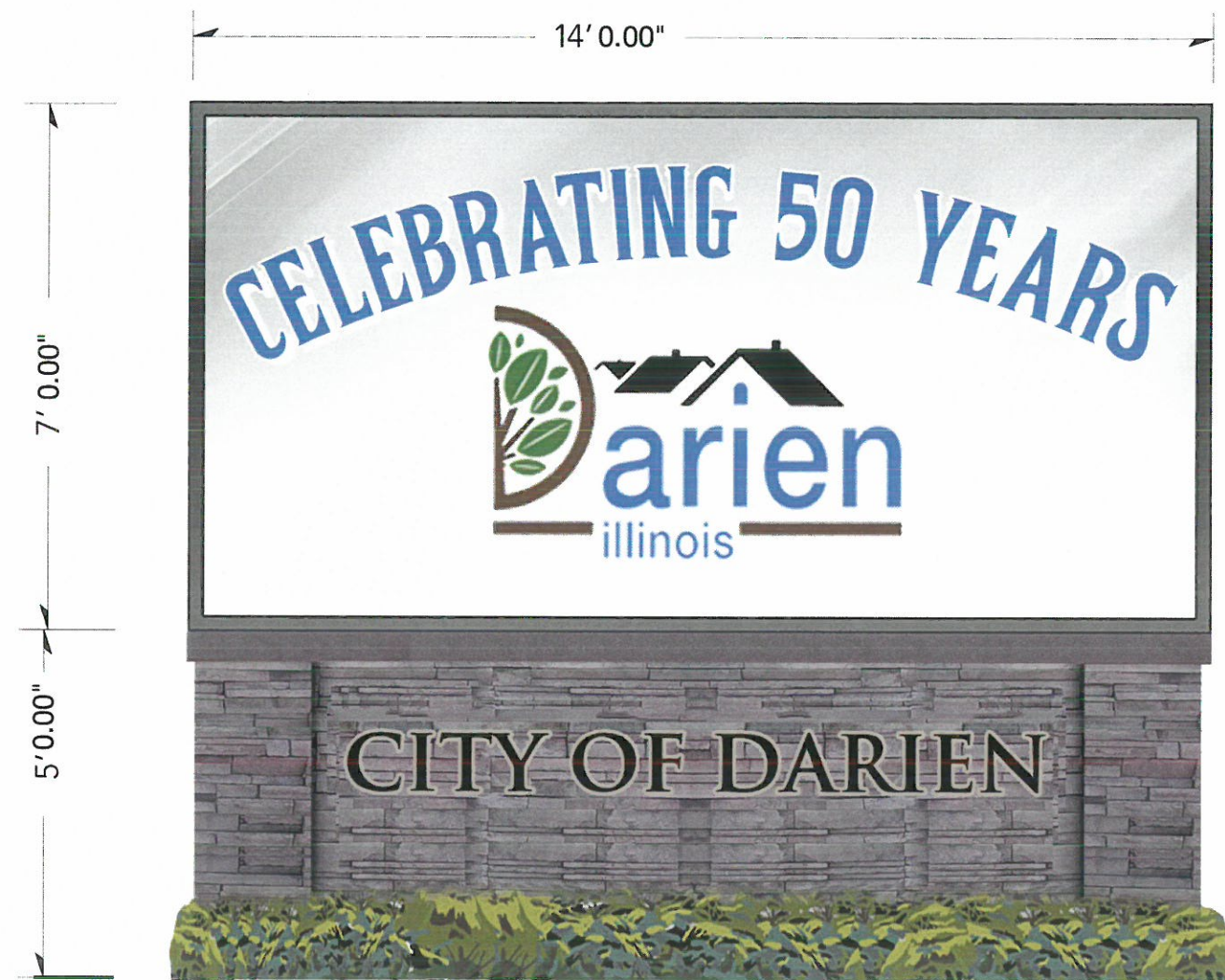


Plant list for Darian sign

8-6'	Pyramidal Arborvitae	Thuja Occidentalis 'Pyramidalis'
3- 5 gallon	Anthony Water Spirea	Anthony Waterer Bumald Spirea
10-1 gallon	Karl Forester Grasses	Miscanthus sinensis 'Gracillimus'
12-1 gallon	Walkers Low Catmint	Nepeta racemose 'Walkers Low'







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'

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:

© 2017 EXPRESS SIGNS, INC.

(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

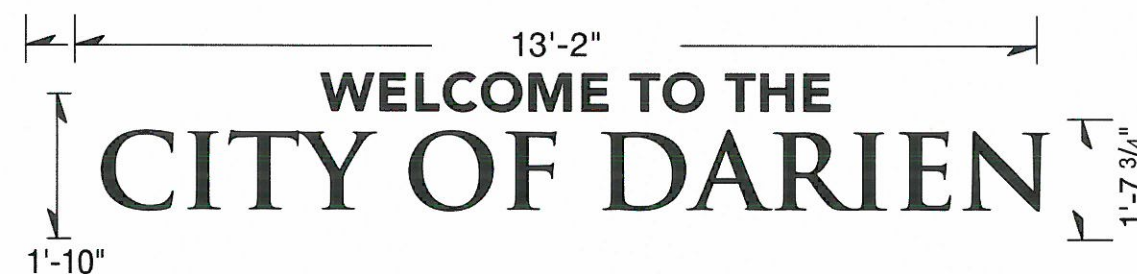
(1) FLAT CUT OUT ALUMINUM LETTERS

- 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



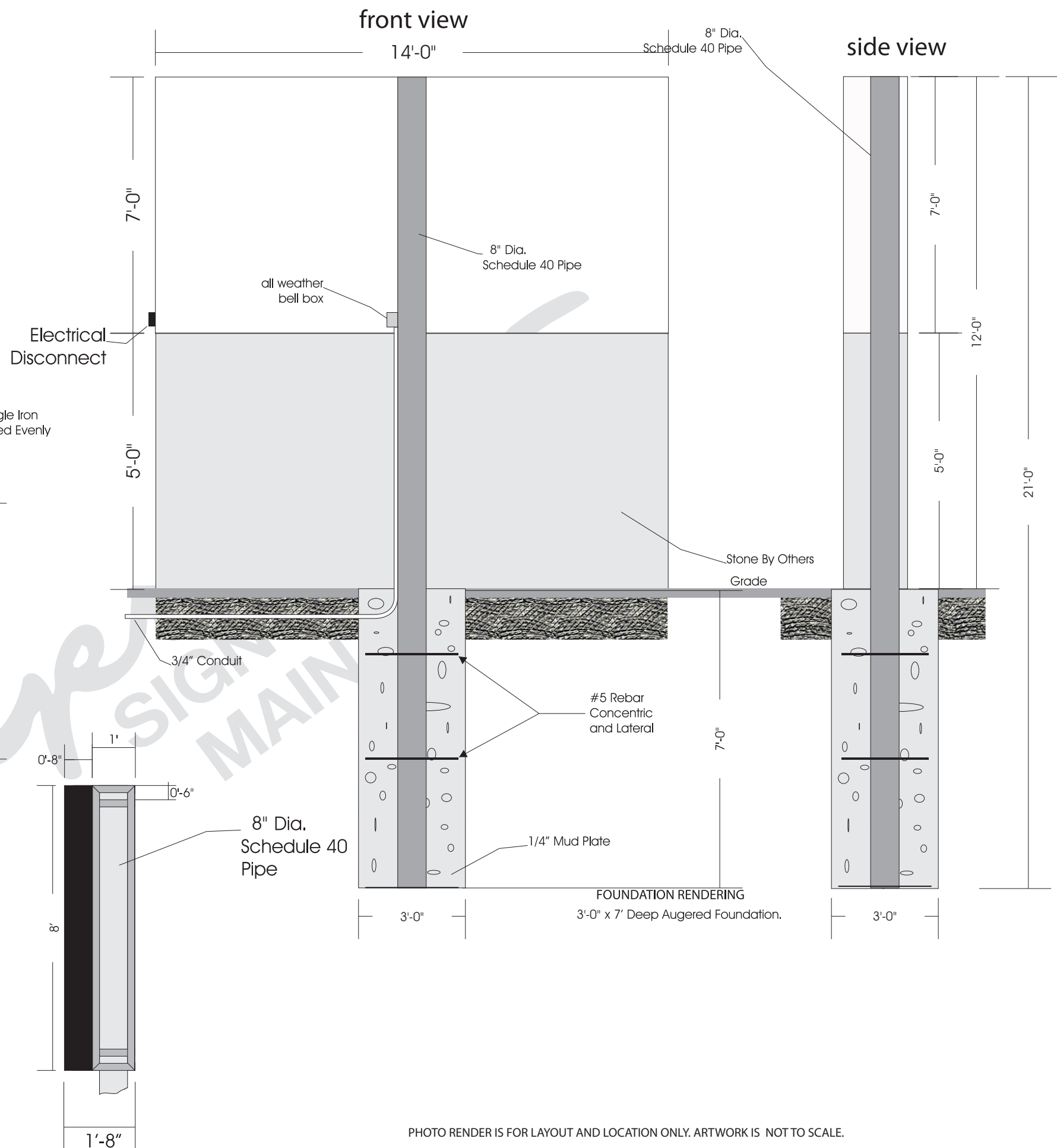
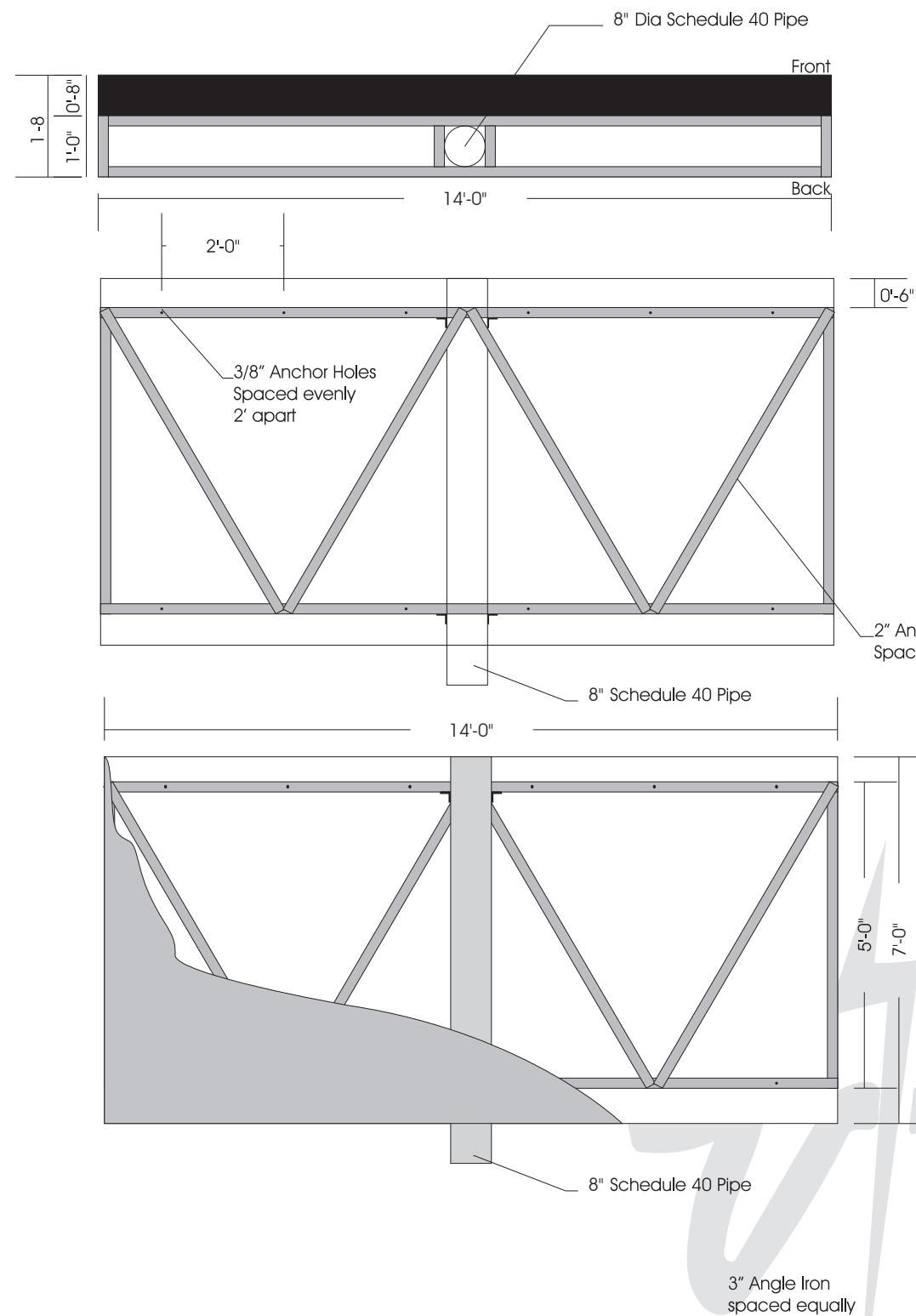
NOTES:
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PROPERTY OF EXPRESS
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WORK PERFORMED BY
EXPRESS SIGNS. THIS
DRAWING IS NOT TO BE
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EXHIBITED IN ANY FASHION
WITHOUT WRITTEN CONSENT
FROM EXPRESS SIGNS.
CHARGES UP TO \$2,000 WILL
BE ASSESSED
FOR ANY MIS-USE.

SIGN TYPE:
A1.1

APPROVED BY:

DATE APPROVED:

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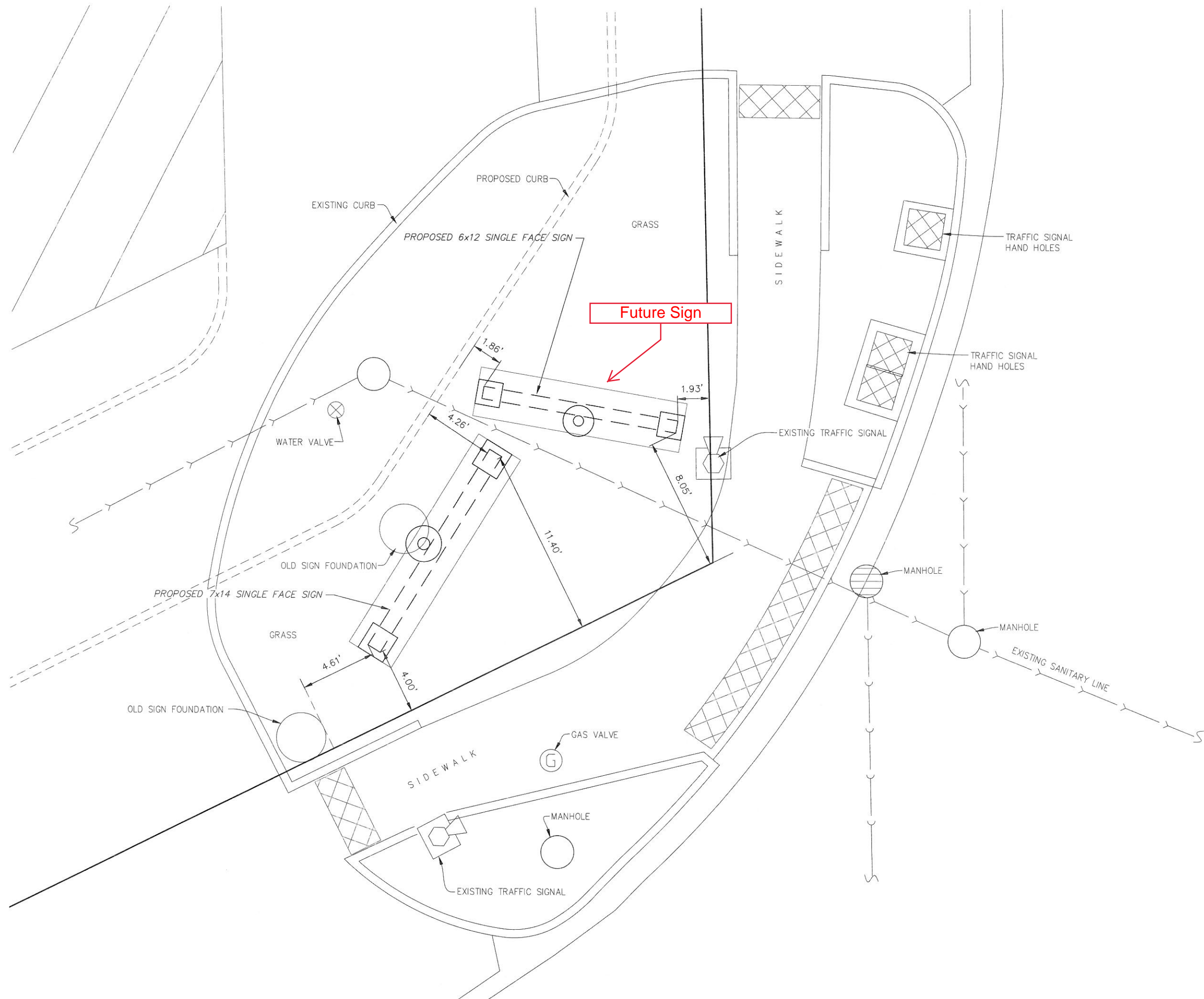
(1) STRUCTURAL DRAWING

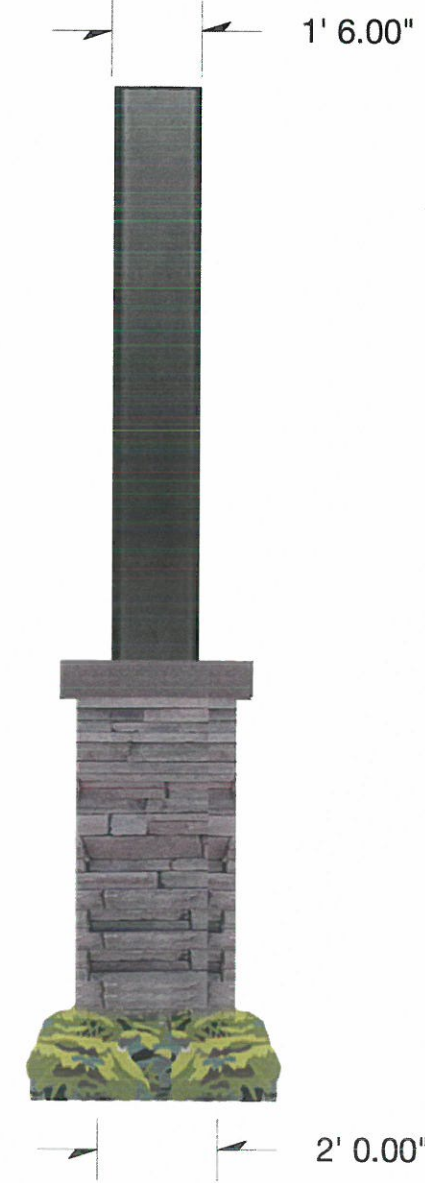
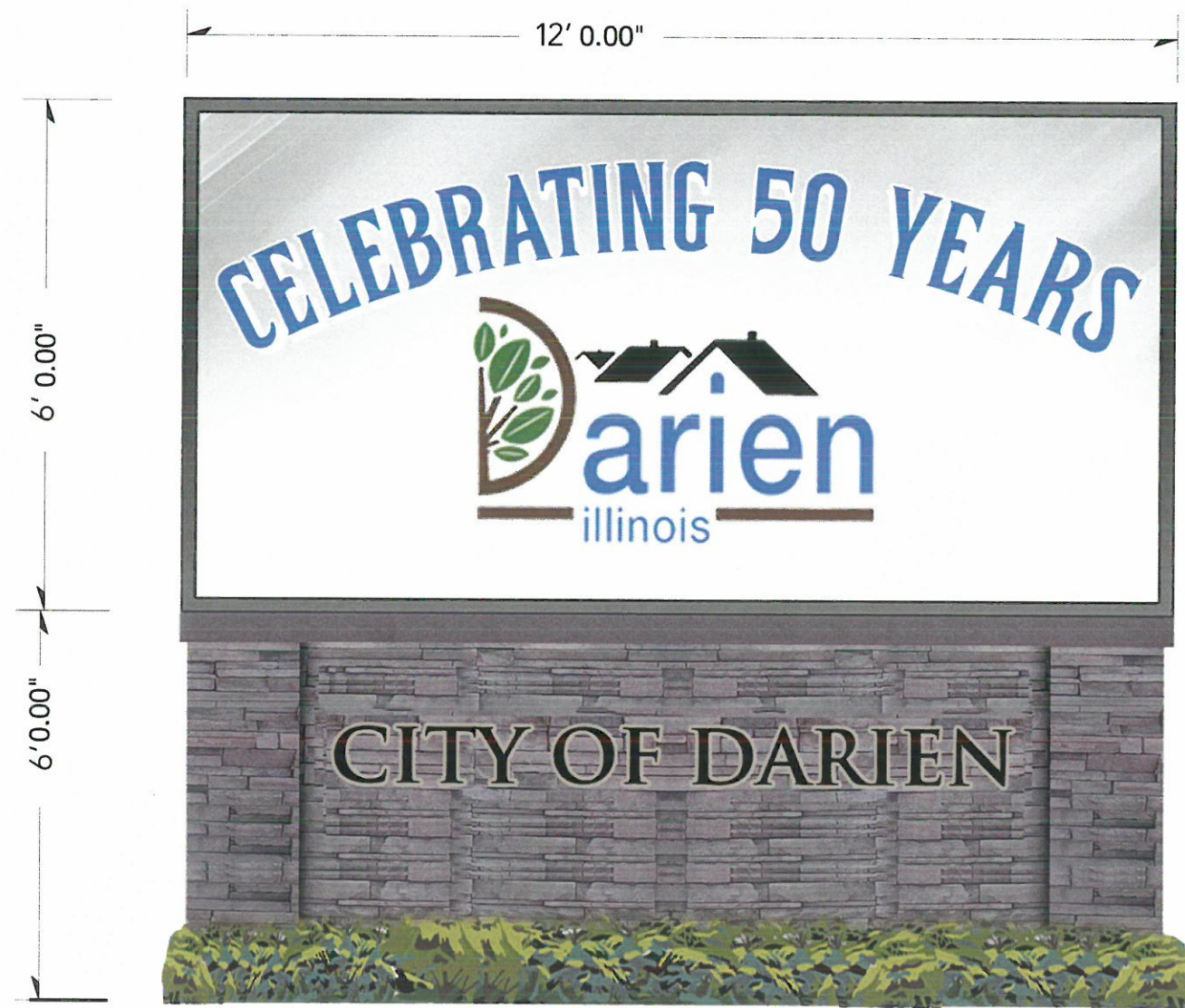
- Message center is 7'h x 14'w x 8"d
- Mounted to 8" Schedule 40 Pipe
- 2" x 2" x 3/16" Galvanized Angle Iron Frame
- Sides and back covered by aluminum sheets

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

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN





Future Sign



(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'

NOTES:
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SIGN TYPE:
A1.4

APPROVED BY:

DATE APPROVED:

Express SIGN & LIGHTING MAINTENANCE

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

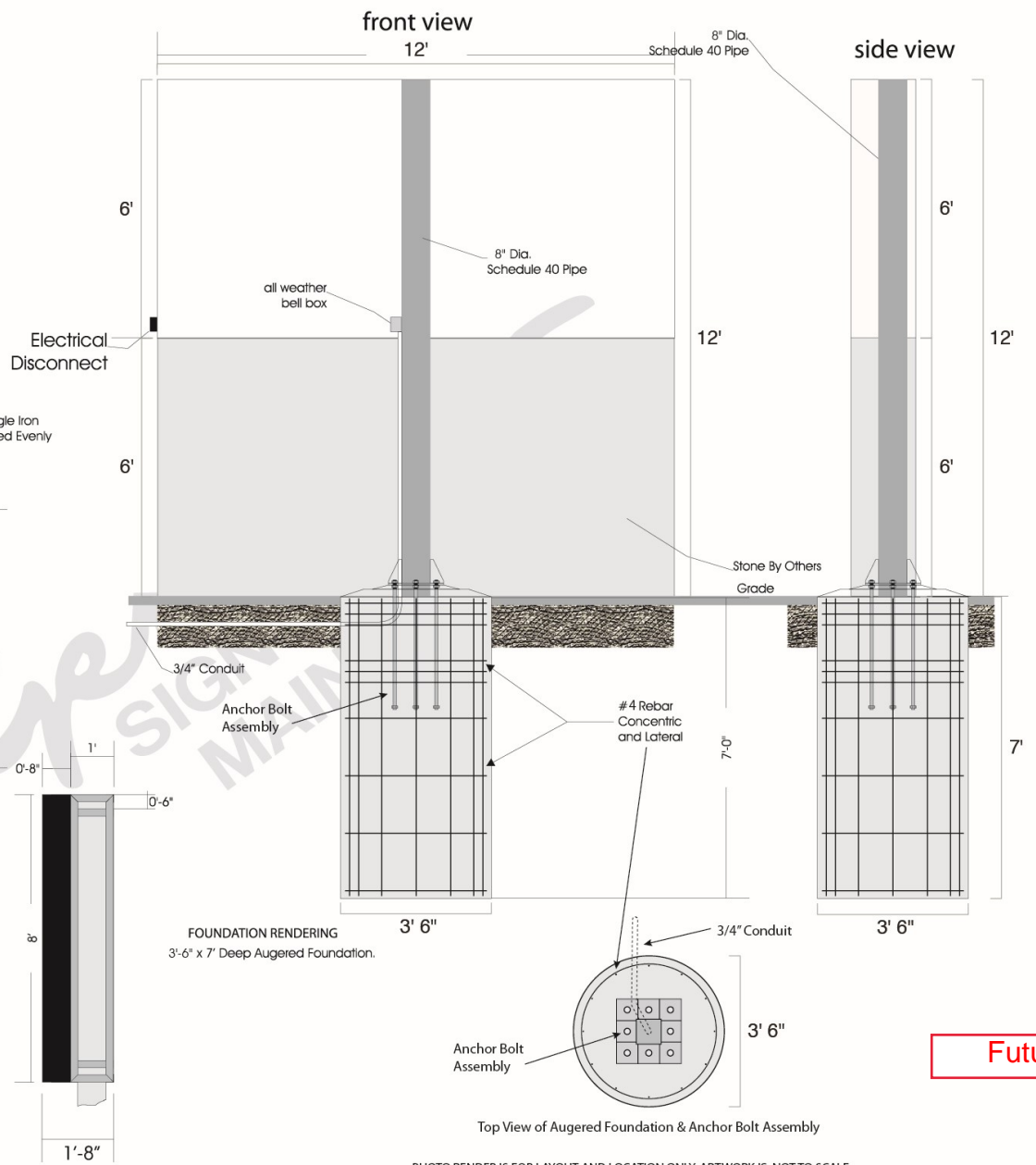
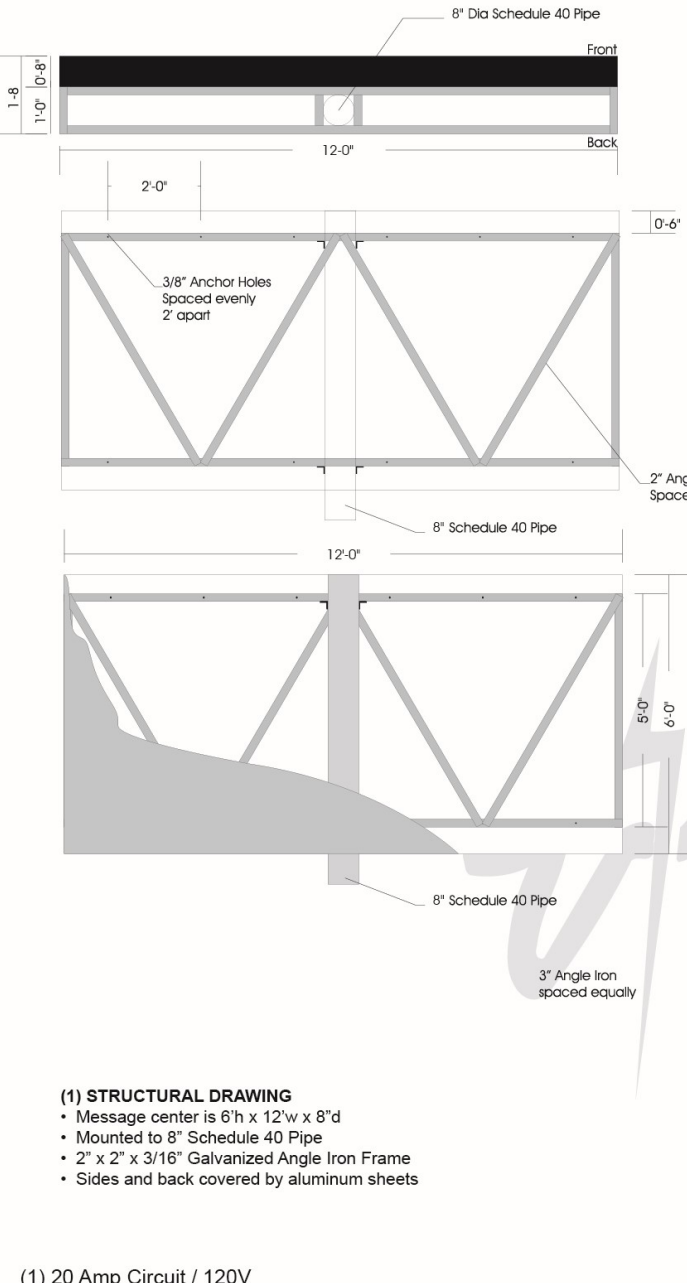
CUSTOMER: Chicago Billboard - Darien
 PROJECT ADDRESS: Darien, IL
 PROJECT: Structural Drawing
 PROOF NO: 020-043
 DESIGNER: SS
 DATE: 02.26.20
 SCALE: 3/8" = 1"
 REVISION: 02.28.20 Updated height.

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SIGN TYPE:
A1.2

APPROVED BY:

DATE APPROVED:
 © 2019 EXPRESS SIGNS, INC.



- (1) STRUCTURAL DRAWING**
- Message center is 6'h x 12'w x 8"d
 - Mounted to 8" Schedule 40 Pipe
 - 2" x 2" x 3/16" Galvanized Angle Iron Frame
 - Sides and back covered by aluminum sheets

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

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

Future Sign

AGENDA MEMO
City Council
June 15, 2020

ISSUE STATEMENT

The police department requests approval for the expenditure of budgeted funds, line item 01-40-4325 Consulting/Professional Services for a one-year law enforcement policy manual update subscription from Lexipol, LLC in the amount of \$8,562.00.

BACKUP

BACKGROUND/HISTORY

This is the 11th year the Darien Police Department has subscribed with Lexipol to create a web based comprehensive police department policy manual. Lexipol is highly recommended by our insurance carrier IRMA for their training and risk management policies.

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the City approve the expenditure of budgeted funds from line item 01-40-4325 Consulting/Professional Services, the budgeted amount is \$8,600, for the annual payment to Lexipol in the amount of \$8,562.00.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the June 15, 2020, City Council Agenda for formal Council approval.

MEMO


LEXIPOL

POLICEONE

FireRescueONE

CORRECTIONSONE

EMS1

EFFICIENTGOV

LocalGov

Invoice

Date	6/1/2020
Invoice #	INV2294
Terms	Net 30
Due Date	7/1/2020
PO #	

NOTICE: WE HAVE A NEW MAILING ADDRESS.

Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Bill To

Darien Police Department
1710 Plainfield Rd
Darien Illinois 60561
United States

End User

Darien Police Department
Darien IL 60561
United States

Contract Term

7/1/2020 to 6/30/2021

Annual Law Enforcement Policy Manual & Daily Training Bulletins

8,562.00

Your price above includes a 5% discount.

Invoice Total	8,562.00
Amount Due	\$8,562.00

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Acct# 8026454197
PNC Bank, N.A.
2 Tower Center Blvd
East Brunswick, NJ 08816
Payment Notice to
receivables@lexipol.com

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lexipol LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 2611 Internet Blvd., Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Frisco, Texas 75034	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	1		-	0	9	3	4	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/1/20</u>
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA MEMO
City Council
June 15, 2020

ISSUE STATEMENT

A resolution approving a Plat of Utility Easement Vacation for 8801 Gleneagles Lane-PIN #10-05-205-024.

RESOLUTION

BACKGROUND/HISTORY

The property owners Ann and Richard Garro reside at 8801 Gleneagles Lane. They recently purchased a pool and simultaneously applied for a building permit. During the review process it was identified the pool was to be constructed within a Public Utility Easement (PUE). The PUE also serves as a detention basin for the area. Due to the proximity of the PUE to the home, a pool would not be able to be installed without encroaching into the PUE. The existing property is .51 acres and the current patio is approximately 25-feet from the rear of the home. The proposed deck would be primarily constructed outside the easement with the pool encroaching into the easement 22.50 x 30 foot wide, see [Attachment A](#).

City Staff has coordinated efforts with the homeowner and their engineer with a solution to allow the construction of the pool and the deck. The items include the following;

1. Vacation of Existing Easement
2. Compensatory storage, 1:1 for the disturbed area-depicted on [Attachment B](#), Grading Plan
3. As-Built Record Drawing

The resident's engineer, Ridgeline Consultants, LLC, has met above conditions 1 and 2 and an approval letter from the City Engineer is attached and labeled as [Attachment C](#). The property owners will be required to provide As-Built record drawings upon completion of the project. The compensatory storage shall be provided within the existing PUE.

Typically the Mylar must be signed prior to any permit being issued, the Garro's requested a permit prior to the utility signatures. The City recognizes attaining utility signatures may be cumbersome, especially during these unforeseen times and will allow the Garro's to proceed with the proposed construction pending City Council approval of the plat and a refundable security in the amount of \$5,000 to secure the utility signatures and restoration. Meanwhile, the City Staff requested e-mail sign offs from the utilities and have been provided by, see [Attachment D](#) (23pages).

AT&T

Com Ed

Comcast

DuPage County-Sanitary Sewer

Nicor

City Council

06-15-20

Page 2

Once the signatures are secured, the City will record the Mylar.

The resident will also be required to comply with the building permit application for the following:

Grading

As-builts

Pool Permit

Deck Permit

COMMITTEE RECOMMENDATION

Municipal Services Committee recommends approving a resolution for a Plat of Utility Easement Vacation and a refundable security in the amount of \$5,000 to secure the utility signatures and restoration.

ALTERNATE CONSIDERATION

Not approving the resolution at this time.

DECISION MODE

This item will be placed on the June 15, 2020 City Council, New Business, agenda for formal consideration. The Municipal Services Chairman shall forward the recommendation to the City Council.

MEMO

PLAT OF EASEMENT VACATION

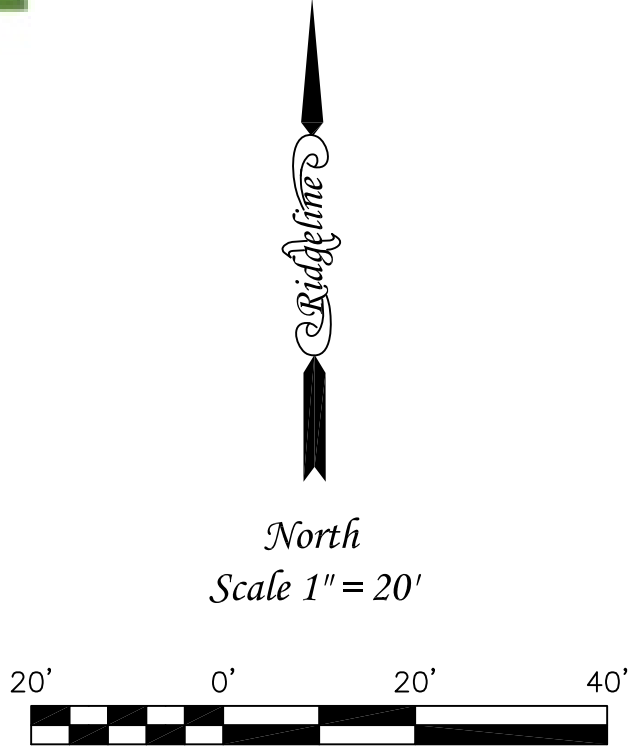
LEGAL DESCRIPTION OF PROPERTY:

LOT 8 IN GLENEAGLES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1988 AS DOCUMENT R88-095016, AND CERTIFICATES OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33675 AND R89-33676, AND ACCORDING TO THE CORRECTION CERTIFICATE RECORDED JULY 5, 1989 AS DOCUMENT R89-79568, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS 8801 GLENEAGLES LANE, DARIEN, ILLINOIS.

SUBMIT FOR RECORDING TO:
DUPAGE COUNTY RECORDER OF DEEDS
421 N. COUNTY FARM ROAD
WHEATON, IL 60187

PARCEL NUMBER
10-05-205-024 (LOT 8)

DEVELOPER:
FLORIAN BARBI
8801 GLENEAGLES LANE
DARIEN, IL 60561



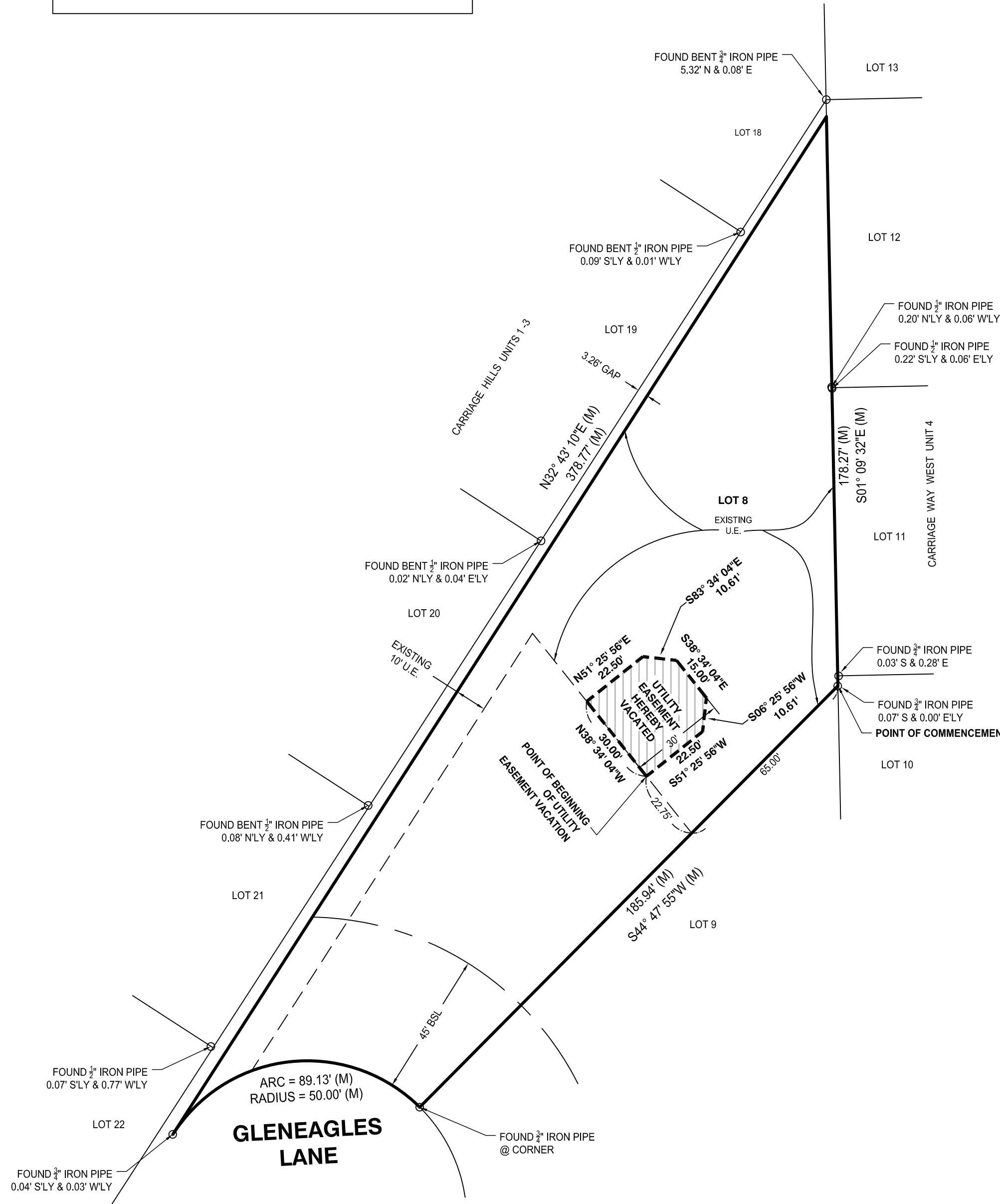
AREA TO BE VACATED
UTILITY EASEMENT ON LOT 8 = 843.75 SQ. FT. = 0.0194 ACRES

ABBREVIATION LEGEND

- BSL = BUILDING SETBACK LINE
- E = EAST
- E'LY = EASTERLY
- (M) = MEASURED DISTANCE
- N = NORTH
- N'LY = NORTHERLY
- (R) = RECORD DISTANCE
- S = SOUTH
- S'LY = SOUTHERLY
- U.E. = UTILITY EASEMENT
- W = WEST
- W'LY = WESTERLY

LINE TYPE LEGEND

- BUILDING SETBACK =
- EASEMENT =
- AREA OF UTILITY EASEMENT TO BE VACATED =



LEGAL DESCRIPTION FOR VACATED EASEMENT ON PIN: 10-05-205-024
THAT PART OF LOT 8 IN GLENEAGLES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1988 AS DOCUMENT R88-095016, AND CERTIFICATES OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33675 AND R89-33676, AND ACCORDING TO THE CORRECTION CERTIFICATE RECORDED JULY 5, 1989 AS DOCUMENT R89-79568, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY LOT CORNER ALONG THE EAST LINE OF SAID LOT 8 IN GLENEAGLES; THENCE SOUTH 44 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTHEASTERY LINE OF SAID LOT 8, A DISTANCE OF 65.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE UTILITY EASEMENT AS SHOWN ON THE AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33676; THENCE NORTH 38 DEGREES 34 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY EASEMENT LINE 22.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 30.00 FEET; THENCE NORTH 51 DEGREES 25 MINUTES 56 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 22.50 FEET; THENCE SOUTH 83 DEGREES 34 MINUTES 04 SECONDS EAST 10.61 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET NORTHEAST OF THE SAID WESTERLY EASEMENT LINE; THENCE SOUTH 38 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE 15.00 FEET; THENCE SOUTH 06 DEGREES 25 MINUTES 56 SECONDS WEST 10.61 FEET; THENCE SOUTH 51 DEGREES 25 MINUTES 56 SECONDS WEST PERPENDICULAR TO THE SAID WESTERLY EASEMENT LINE 22.50 FEET TO THE PLACE OF BEGINNING.
AREA OF VACATED EASEMENT 843.75 SQUARE FEET

SURVEYOR'S NOTES:

BASIS OF BEARINGS: ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE V95 NETWORK AND EQUIPMENT. ALL RECORD BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED SUBDIVISION PLAT FOR GLENEAGLES RECORDED PER DOC. #89-79568.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
THIS IS TO CERTIFY THAT IS/ARE THE OWNER(S) OF LOT 8 DESCRIBED HEREON AND THAT AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

BY: _____

ADDRESS: _____

BY: _____

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____

AND _____

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNERS FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES ON _____, 20____.

COMMONWEALTH EDISON COMPANY HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE _____ DAY OF _____, A.D., 20____.

BY: _____
AGENT FOR COMMONWEALTH EDISON

ATTEST: _____

SBC-AMERITECH HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE _____ DAY OF _____, A.D., 20____.

BY: _____
AGENT FOR SBC-AMERITECH

ATTEST: _____

NICOR HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE _____ DAY OF _____, A.D., 20____.

BY: _____
AGENT FOR NICOR

ATTEST: _____

CABLE TELEVISION FRANCHISE HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE _____ DAY OF _____, A.D., 20____.

BY: _____
AGENT FOR CABLE TELEVISION FRANCHISE

ATTEST: _____

PUBLIC WORKS DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

APPROVED BY THE DIRECTOR OF PUBLIC WORKS FOR THE COUNTY OF DUPAGE, ILLINOIS, DATED THIS _____ DAY OF _____, A.D., 20____.

DIRECTOR _____

CITY OF DARIEN CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

APPROVED BY THE CITY OF DARIEN BOARD OF DUPAGE COUNTY, ON THE _____ DAY OF _____, A.D., 20____.

CHAIRMAN OF COUNTY BOARD _____

COUNTY CLERK _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D., 20____.

RECORDER OF DEEDS _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF KANE)

THIS IS TO STATE THAT I, GEORGE H. SKULAVIK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002580, HAVE PLATTED THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES OF VACATING DRAINAGE AND UTILITY EASEMENTS AS SHOWN HEREON.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____, AT MONTGOMERY, ILLINOIS.

RIDGELINE CONSULTANTS LLC

GEORGE H. SKULAVIK PLS #035-002580
MY LICENSE EXPIRES 11-30-2020

Rev.	Date	Rev.	Description
6/8/20			ADD PUBLIC WORKS CERT.
Book #:	RL-	Dwg. Size:	U
Drawn By:	TMS/TLG	Checked By:	GHS
Date:	6/2/2020	Client:	
Project Number:	2020-0208		



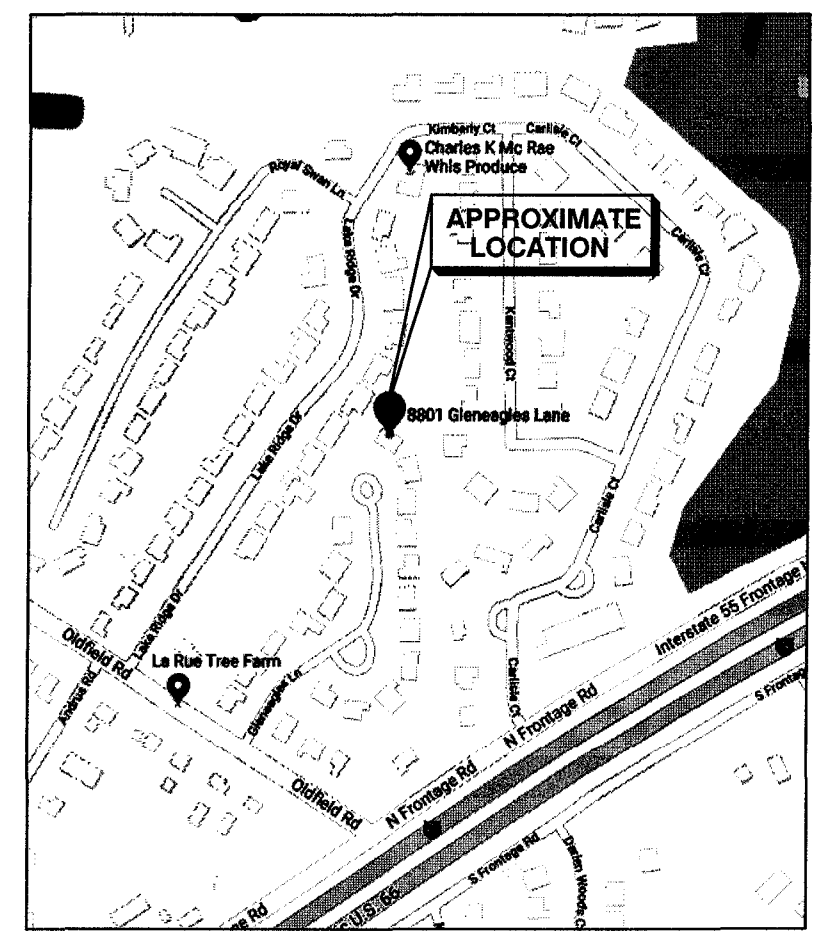
GEORGE H. SKULAVIK P.L.S. 035-002580 EXPIRATION DATE 11/30/2020
STACY L. STEWART P.L.S. 035-003415 EXPIRATION DATE 11/30/2020
PROFESSIONAL DESIGN FIRM NO. 184-004766
1661 ARLUETT ROAD
MONTGOMERY, ILLINOIS 60538
PHONE 630-801-7927 FAX 630-701-1385



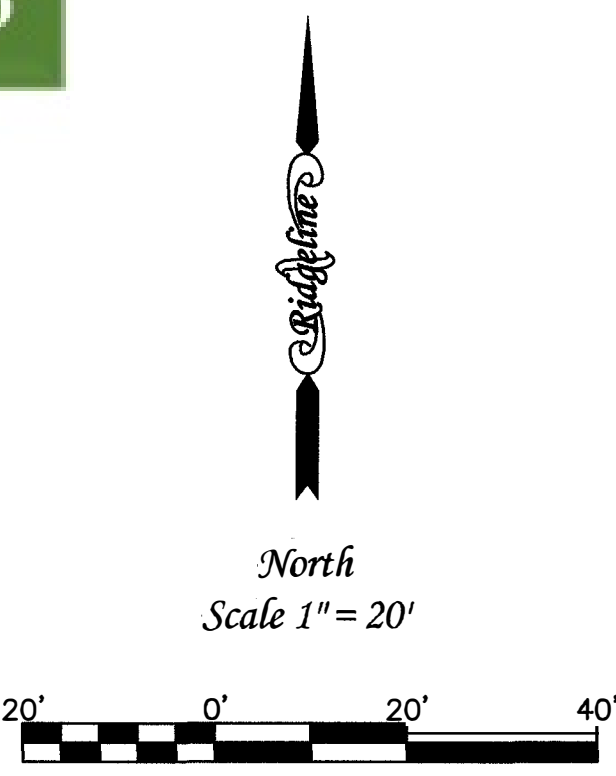
Topographic Survey

LEGAL DESCRIPTION:

LOT 8 IN GLENEAGLES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1988 AS DOCUMENT R88-095016, AND CERTIFICATES OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33675 AND R89-33676, AND ACCORDING TO THE CORRECTION CERTIFICATE RECORDED JULY 5, 1989 AS DOCUMENT R89-79568, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS 8801 GLENEAGLES LANE, DARIEN, ILLINOIS.



Vicinity Map
(No Scale)



ABBREVIATION LEGEND

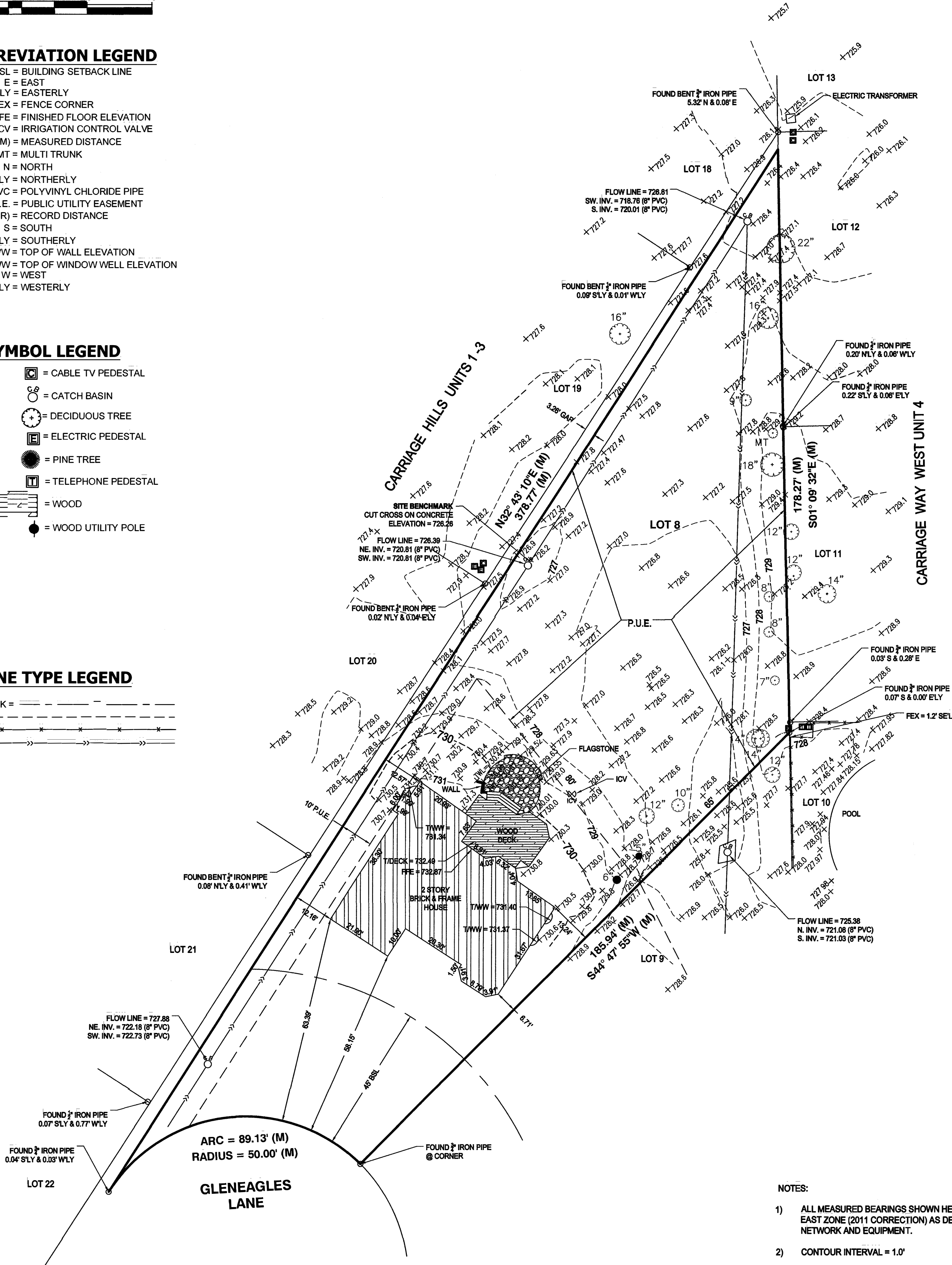
- BSL = BUILDING SETBACK LINE
- E = EAST
- E'LY = EASTERLY
- FEX = FENCE CORNER
- FFE = FINISHED FLOOR ELEVATION
- ICV = IRRIGATION CONTROL VALVE
- (M) = MEASURED DISTANCE
- MT = MULTI TRUNK
- N = NORTH
- NLY = NORTHERLY
- PVC = POLYVINYL CHLORIDE PIPE
- P.U.E. = PUBLIC UTILITY EASEMENT
- (R) = RECORD DISTANCE
- S = SOUTH
- S'LY = SOUTHERLY
- T/W = TOP OF WALL ELEVATION
- TWW = TOP OF WINDOW WELL ELEVATION
- W = WEST
- WLY = WESTERLY

SYMBOL LEGEND

- = CABLE TV PEDESTAL
- = CATCH BASIN
- = DECIDUOUS TREE
- = ELECTRIC PEDESTAL
- = PINE TREE
- = TELEPHONE PEDESTAL
- = WOOD
- = WOOD UTILITY POLE

LINE TYPE LEGEND

- = BUILDING SETBACK
- = EASEMENT
- = FENCE
- = STORM SEWER



NOTES:

- 1) ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE'S VRS NETWORK AND EQUIPMENT.
- 2) CONTOUR INTERVAL = 1.0'
- 3) ELEVATIONS HEREON REFER TO NAVD 88.
- 4) SOURCE BENCHMARK: VERTICAL ELEVATIONS SHOWN HEREON ARE IN NAVD 88 VERTICAL DATUM AS DETERMINED BY USE OF TRIMBLE'S VRS (GPS) NETWORK AND EQUIPMENT. (2011 CORRECTION).
SITE BENCHMARK: SET CUT CROSS ON CONCRETE BY BEEHIVE MANHOLE, APPROXIMATELY 147.0' SWLY & 436' ELY FROM MOST NORTHERLY POINT OF SUBJECT PROPERTY. ELEVATION = 726.26
- 5) A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
- 6) ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- 7) THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF DARIEN AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.
- 8) FIELD WORK COMPLETED ON 5-15-2020.
- 9) ALL TREES LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON.
- 10) PARCEL CONTAINS APPROXIMATELY 22358.1 SQUARE FEET.

2020-0208

1 OF 3 SHEET

PROJECT	TOPO SURVEY
ADDRESS	8801 GLENEAGLES
CITY	DARIEN, ILLINOIS
DATE	06/01/20
DRAWN BY	J.H.
CHECKED BY	J.L.
SCALE	1"=20'

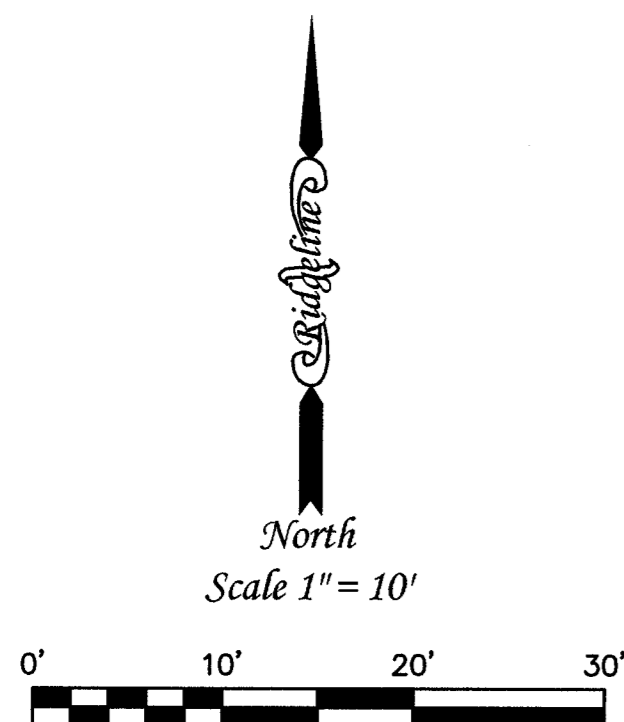
DATE	REVISIONS	BY

RIDGELINE CONSULTANTS, LLC
ILLINOIS PROFESSIONAL DESIGN FIRM: 184.004766
1661 AUCUTT ROAD, MONTGOMERY, IL 60538
PHONE (630) 801-7927 . Fax (630) 701-1385

IMPLEMENTATION SCHEDULE FOR STORMWATER MANAGEMENT ITEMS

It will be incumbent upon the Contractor prior to any construction activity taking place to insure that

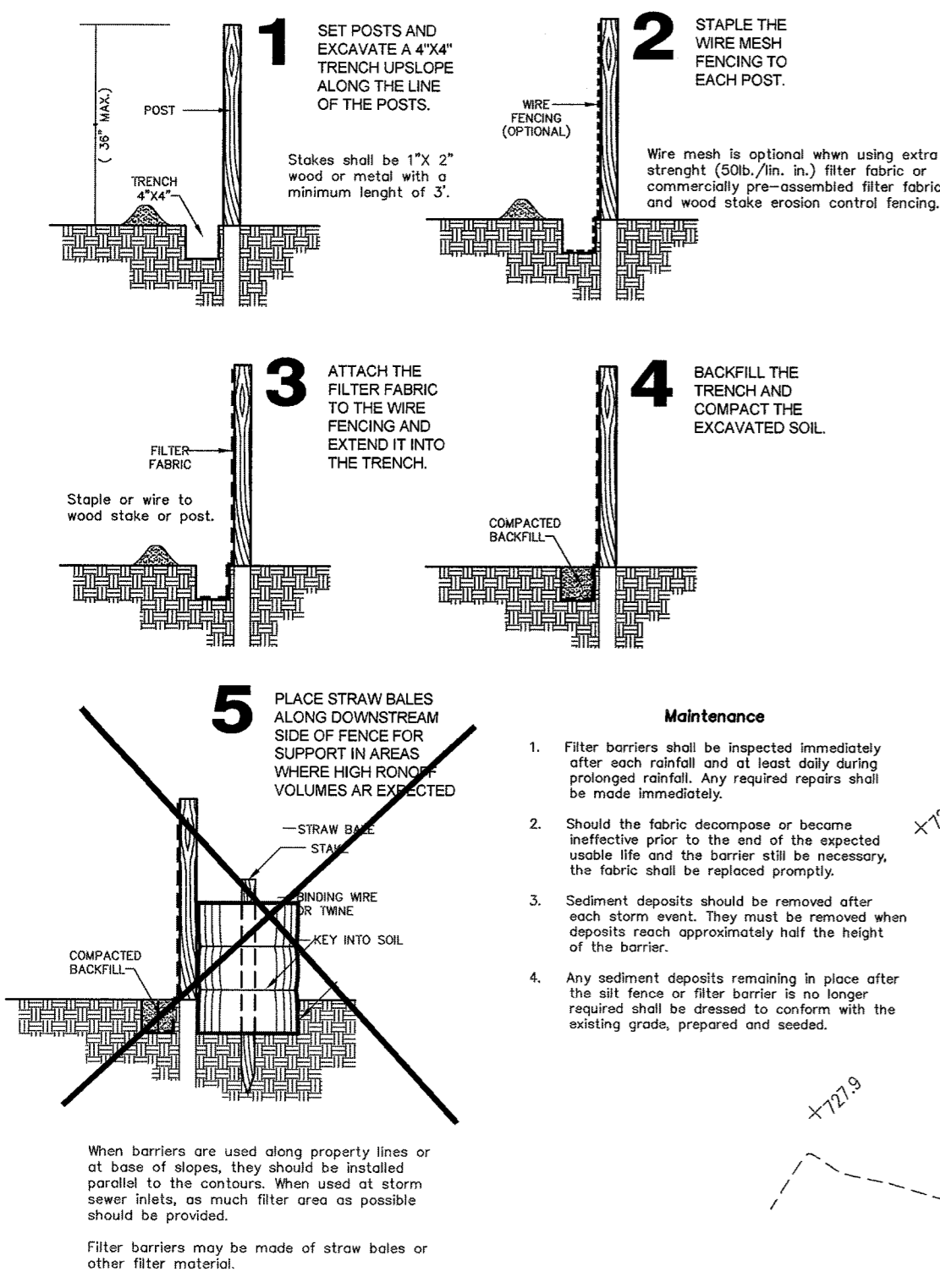
- (1) the construction entrance and silt fences are installed;
- (2) the swales are excavated and the containment berms are constructed; and
- (3) These erosion and sedimentation control measures and devices shall thereafter be monitored and maintained by the Contractor in accordance with NPDES guidelines. As soon as weather and growing conditions permit, topsoil shall be placed in the swale and containment berms and the area vegetatively stabilized by a hydro-seeding and placement of erosion blanket.



PR. ADDITIONAL IMPERVIOUS AREA	
POOL	453 SF
DECK	181 SF
TOTAL	634 SF

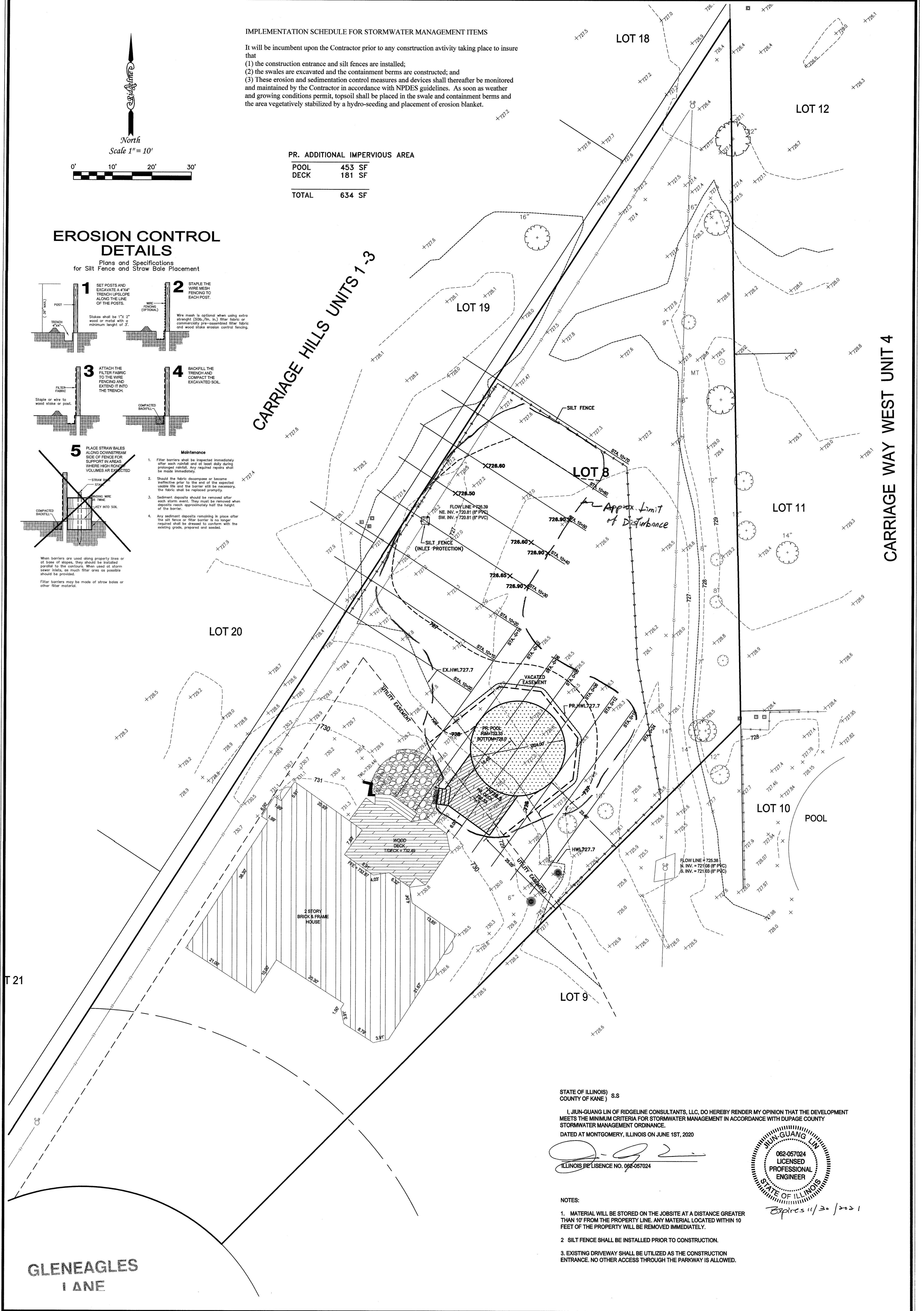
EROSION CONTROL DETAILS

Plans and Specifications for Silt Fence and Straw Bale Placement



CARRIAGE HILLS UNITS 1-3

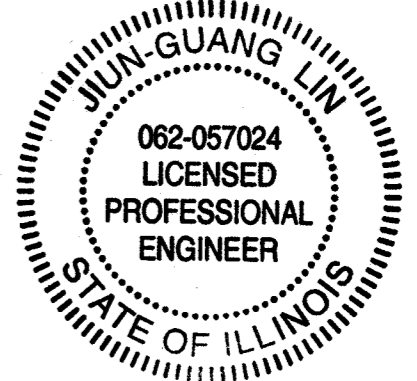
CARRIAGE WAY WEST UNIT 4



STATE OF ILLINOIS) S.S.
COUNTY OF KANE)

I, JUN-GUANG LIN OF RIDGELINE CONSULTANTS, LLC, DO HEREBY RENDER MY OPINION THAT THE DEVELOPMENT MEETS THE MINIMUM CRITERIA FOR STORMWATER MANAGEMENT IN ACCORDANCE WITH DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE.
DATED AT MONTGOMERY, ILLINOIS ON JUNE 1ST, 2020

[Signature]
ILLINOIS PE LICENSE NO. 092-057024



- NOTES:
1. MATERIAL WILL BE STORED ON THE JOBSITE AT A DISTANCE GREATER THAN 10' FROM THE PROPERTY LINE. ANY MATERIAL LOCATED WITHIN 10 FEET OF THE PROPERTY WILL BE REMOVED IMMEDIATELY.
 2. SILT FENCE SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
 3. EXISTING DRIVEWAY SHALL BE UTILIZED AS THE CONSTRUCTION ENTRANCE. NO OTHER ACCESS THROUGH THE PARKWAY IS ALLOWED.

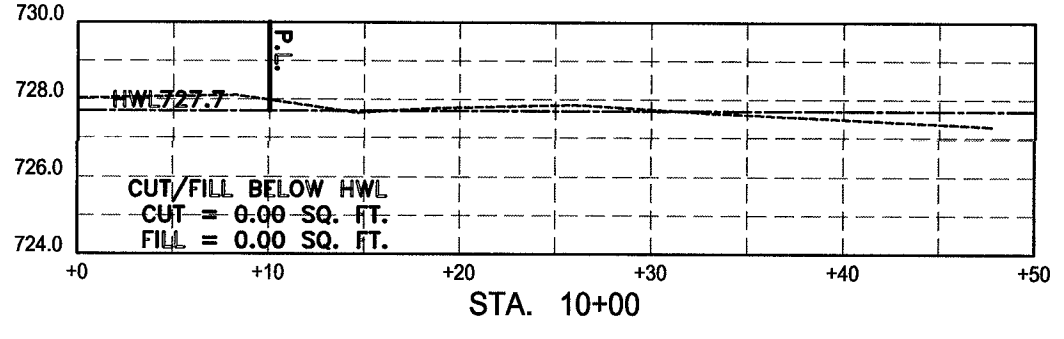
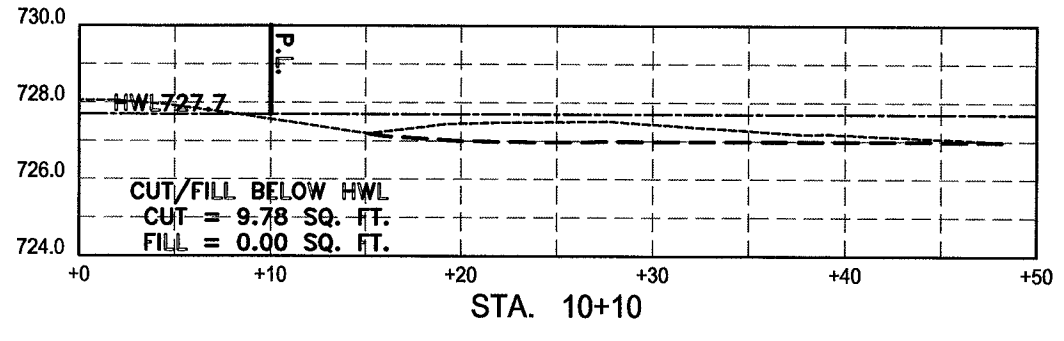
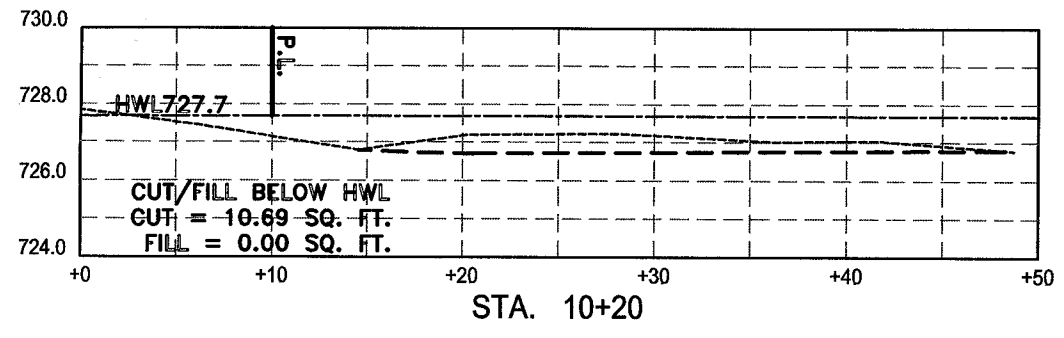
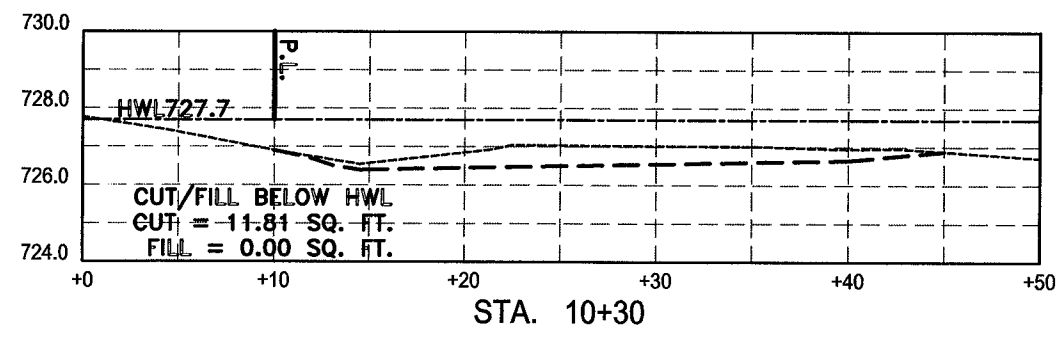
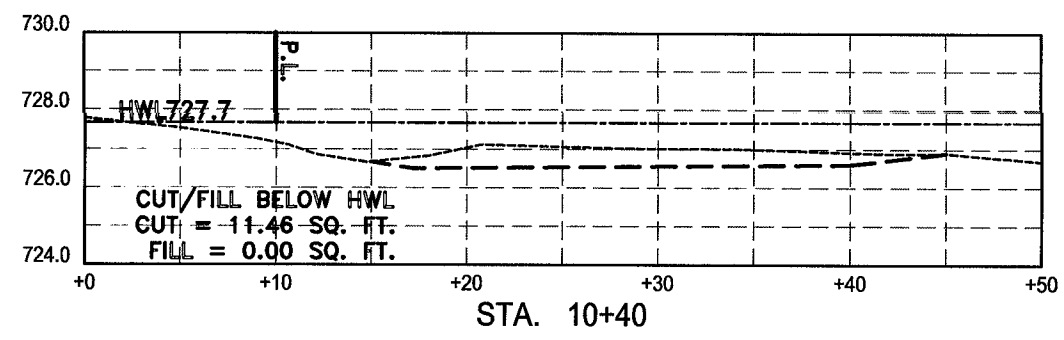
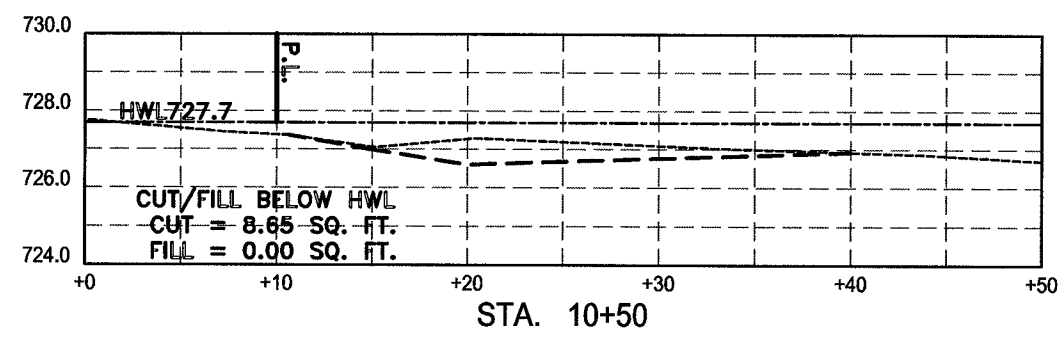
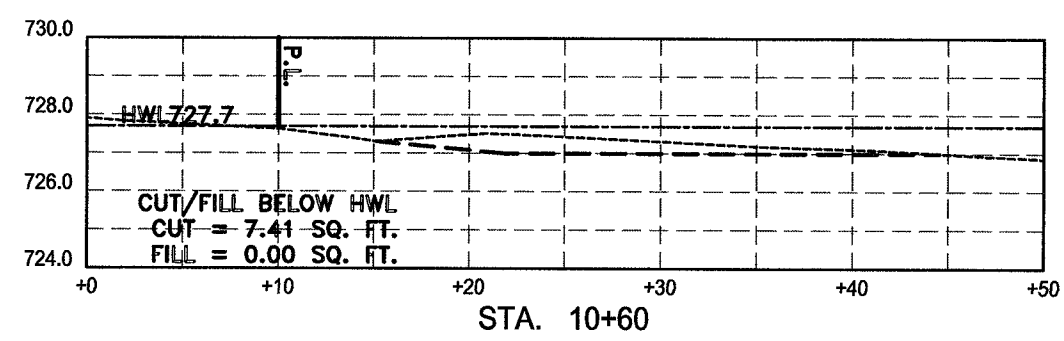
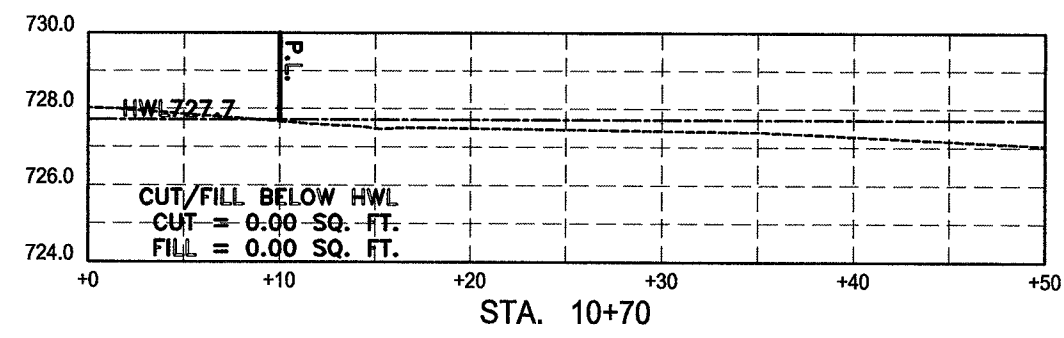
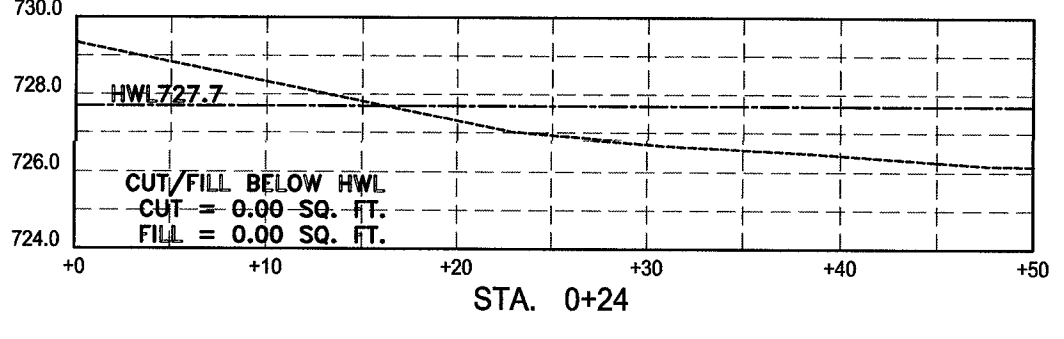
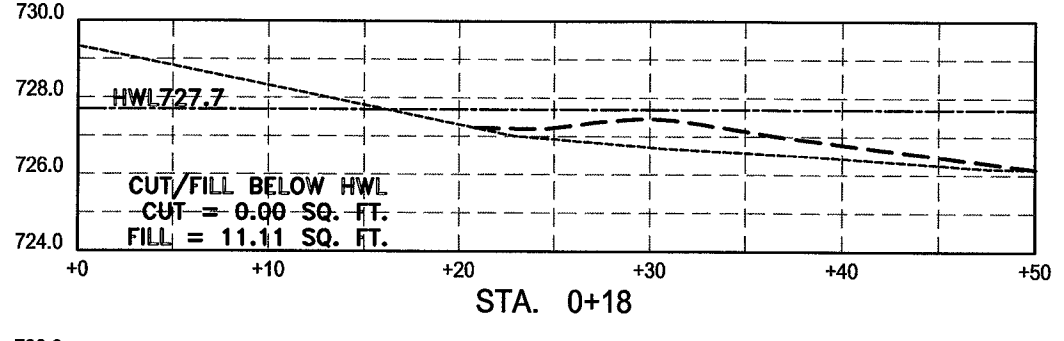
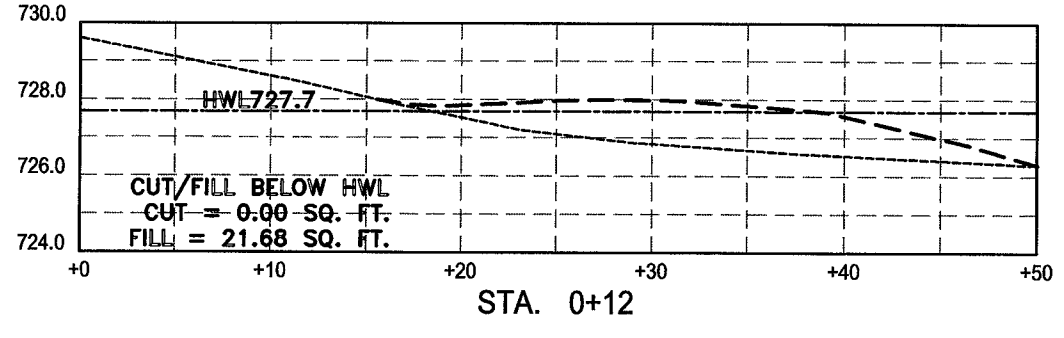
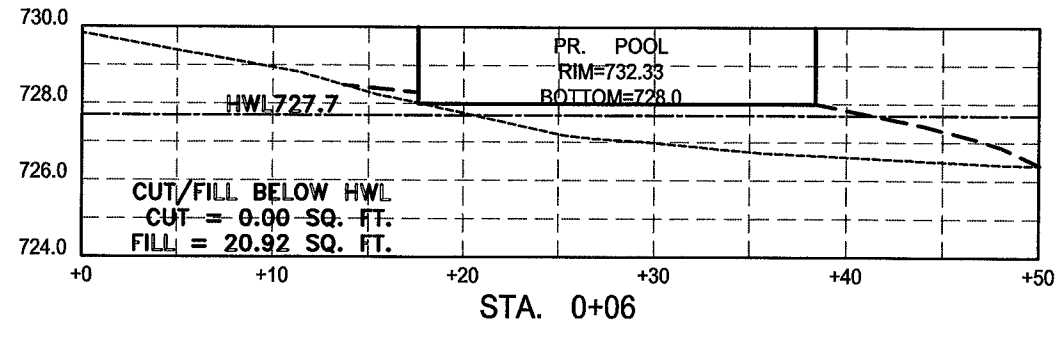
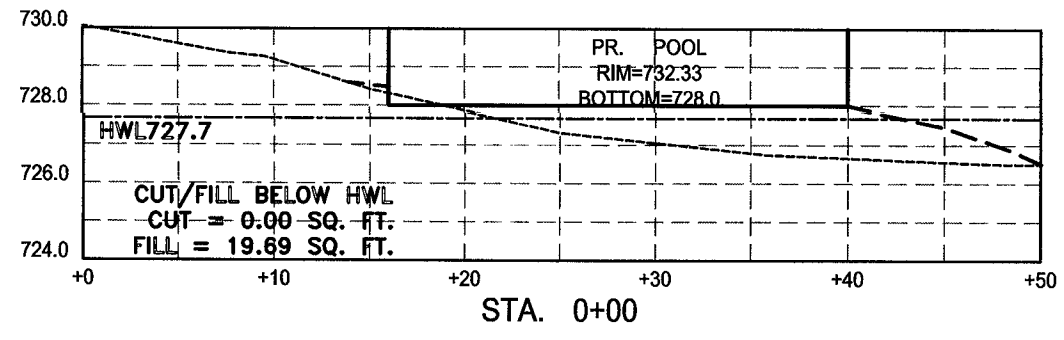
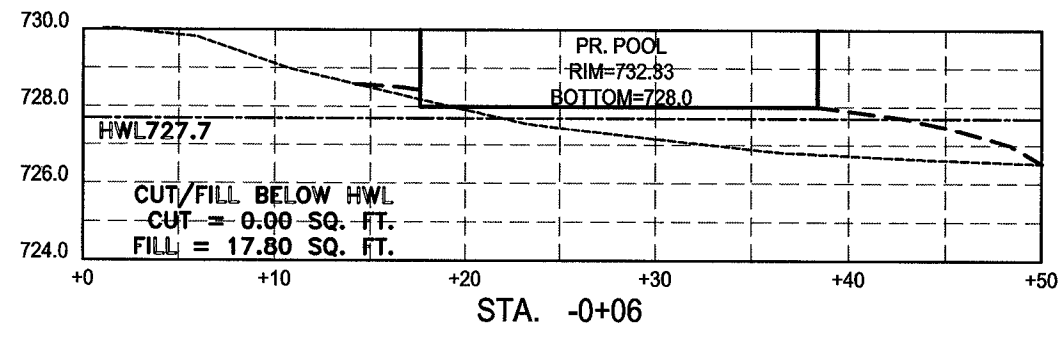
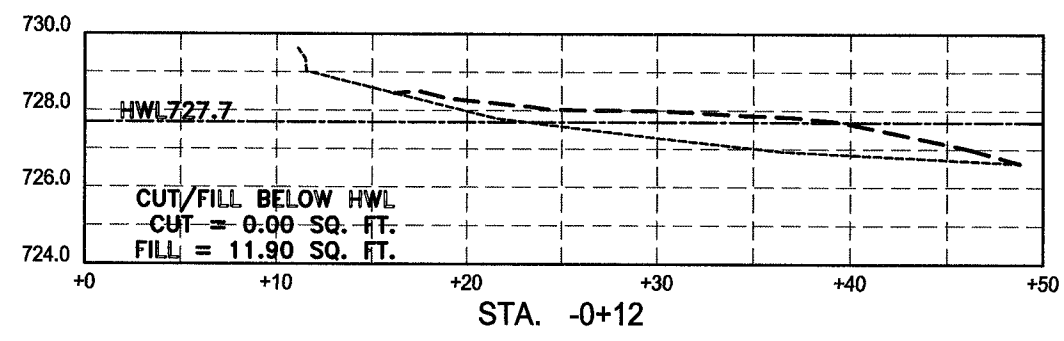
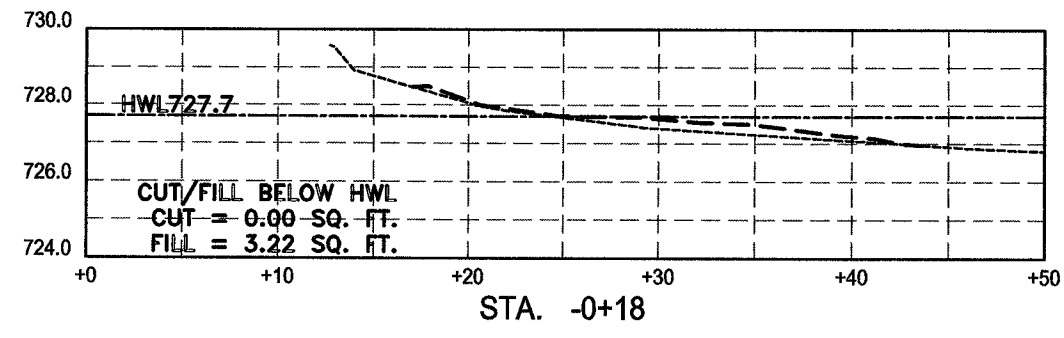
Expires 11/30/2021

GLENEAGLES LANE

<p>2 OF 3 SHEET</p>	<p>GRADING PLAN</p>
	<p>8801 GLENEAGLES</p>
	<p>DARIEN, ILLINOIS</p>

DATE	REVISIONS	BY

RIDGELINE CONSULTANTS, LLC
ILLINOIS PROFESSIONAL DESIGN FIRM: 184.004766
1661 AUCUTT ROAD, MONTGOMERY, IL 60538
PHONE (630) 801-7927 . Fax (630) 701-1385



Station	Distance (FT)	Cut Area (SQ. FT.)	Cut Volume (CU. FT.)	Fill Area (SQ. FT.)	Fill Volume (CU. FT.)
-0+18		0	0	3.22	
-0+12	6	0.00	0.00	11.90	45.36
-0+06	6	0.00	0.00	17.80	89.10
0+00	6	0.00	0.00	19.69	112.47
0+06	6	0.00	0.00	20.92	121.83
0+12	6	0.00	0.00	21.68	127.80
0+18	6	0.00	0.00	11.11	58.37
0+24	6	0.00	0.00	0.00	33.33
Total		0	0		594.83

Station	Distance (FT)	Cut Area (SQ. FT.)	Cut Volume (CU. FT.)	Fill Area (SQ. FT.)	Fill Volume (CU. FT.)
10+00		0	0	0	
10+10	10	9.78	48.90	0.00	0.00
10+20	10	10.69	102.35	0.00	0.00
10+30	10	11.81	112.50	0.00	0.00
10+40	10	11.46	116.35	0.00	0.00
10+50	10	8.65	100.55	0.00	0.00
10+60	10	7.41	80.30	0.00	0.00
10+70	10	0.00	37.05	0.00	0.00
Total			598		0

Total Cut of 598 cf > Total Fill of 595 cf OK!

DATE	REVISIONS	BY

MEMO

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 10, 2020

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: 8801 Gleneagles – Grading Plan and Easement Vacation
(CBBEL Project No. 950323.H229)

Dear Dan:

As requested, we have reviewed the proposed grading plan for the above property consisting of three sheets and dated June 1, 2020, and the proposed Plat of Easement Vacation consisting of one sheet and dated June 8, 2020 (received via email on June 9). We previously noted that we have no objection to the proposed grading plan, which provides compensatory storage for filling the detention basin to accommodate a new above ground pool and deck. The following comment on the Plat of Easement Vacation must be addressed before we can recommend approval:

1. The “City of Darien Certificate” shall read “Approved by the City Council of the City of Darien” and the two signatures shall be Mayor and City Clerk, not County Board Chairman and County Clerk.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Lynch', is written over a light blue circular stamp.

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Garro, Rich

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Wednesday, June 03, 2020 2:26 PM
To: Garro, Rich
Subject: FW: 8801 Gleneagles Ln Darien II
Attachments: Encroachment for Pool and Deck ~ 8801 Gleneagles ~ Darien.pdf

Please read below;

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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From: FROST, JACALYN M <jc1243@att.com>
Sent: Wednesday, June 3, 2020 2:23 PM
To: Ann Garro <ann.garro@fnbwbank.com>
Cc: FROST, JACALYN M <jc1243@att.com>
Subject: RE: 8801 Gleneagles Ln Darien II

Ann,

Here is the letter I provided on 5/19

Here are the contacts I would suggest sending an email to and they will be able to help you they are in ROW like me.

Mark Cozzi (Mark.Cozzi@ComEd.com) <Mark.Cozzi@ComEd.com>;

Bob Schuler (bob_schulter@cable.comcast.com) <bob_schulter@cable.comcast.com>

I'm sorry I couldn't find an email for NICOR maybe one of those guys will have a contact.

Let me know when you get the plat or if you have any other questions.

Have a good night.

Jacalyn M. Frost

Manager – Right of Way Construction & Engineering

AT&T Technology Operations

262 N. Ottawa St., Floor 2

Joliet, Illinois 60432

o 779-230-6095 m 815-210-3951 | jc1243@att.com

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From: FROST, JACALYN M <jc1243@att.com>

Sent: Wednesday, June 3, 2020 12:40 PM

To: Ann.garro@fnbwbank.com

Cc: FROST, JACALYN M <jc1243@att.com>

Subject: FW: 8801 Gleneagles Ln Darien Il

Importance: High

Ann,

Can you please call me on my mobile phone listed below to discuss this?

I tried to call your number and it said it wasn't in service.

Thanks,

Jacalyn M. Frost

Manager – Right of Way Construction & Engineering

AT&T Technology Operations

262 N. Ottawa St., Floor 2

Joliet, Illinois 60432

o 779-230-6095 m 815-210-3951 | jc1243@att.com

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of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete material from all computers.

From: QUINN, JOHN W <jq2983@att.com>
Sent: Tuesday, June 2, 2020 2:01 PM
To: FROST, JACALYN M <jc1243@att.com>
Subject: FW: 8801 Gleneagles Ln Darien Il

Hi Jackie,

Please review and take appropriate action.

Thanks again,

John

From: Ann Garro [mailto:ann.garro@fnbwbank.com]
Sent: Tuesday, June 02, 2020 1:56 PM
To: rkokkinis@darienil.gov; QUINN, JOHN W <jq2983@att.com>; Anthony Signorella (Tony_Signorella@comcast.com) <Tony_Signorella@comcast.com>; 'Reese, Sean' (Sean.Reese@dupageco.org) <Sean.Reese@dupageco.org>; 'John Murphey' <jmurphey@osmfm.com>; 'ekarders@southernco.com' <ekarders@southernco.com>
Cc: 'Dan Gombac' (dgombac@darienil.gov) <dgombac@darienil.gov>; rgarro@turano.com; jlin@ridgelineconsultantsllc.com
Subject: 8801 Gleneagles Ln Darien Il

Attached please see the Grading Plan compiled by our engineer for the above ground pool. I am looking for the utility companies to provide sign off letters. Dan Gombac provided me with the emails to help expedite the urgency of the situation. Moreover, one I receive the utility letters to give to the City of Darien, I will also need all the utility companies to sign a vacated plat of easement which is being prepared by my engineer. I will need to know where I can go and whom can I see to get the vacated plat of survey signed. Please reply with the utility letter sign off and additionally the location and person of contact for when I have the vacated plat of easement which should be by the end of this week.

Respectfully,

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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Garro, Rich

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Monday, June 08, 2020 10:23 AM
To: Garro, Rich
Subject: FW: 8801 Gleneagles Ln Darien IL 60561

Com-Ed

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Buttonfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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From: Reader, Lora:(ComEd) <Lora.Reader@ComEd.com>

Sent: Friday, June 5, 2020 3:15 PM

To: Ann Garro <ann.garro@fnbwbank.com>

Subject: RE: 8801 Gleneagles Ln Darien IL 60561

Hi Ann,

My field agent has completed his review & has no issues with the pool since there are not ComEd facilities located within the proposed area.

Once your surveyor completes the plat of vacation ask that is be sent to me & I'll sign it, please feel free to share my information if necessary.

Let me know if this email will suffice or if you need a letter on ComEd letterhead. I could get you a letter on Monday.

Thanks,
Lora

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Friday, June 5, 2020 8:43 AM
To: Reader, Lora:(ComEd) <Lora.Reader@ComEd.com>
Subject: RE: 8801 Gleneagles Ln Darien IL 60561

Thank you😊

From: Reader, Lora:(ComEd) [<mailto:Lora.Reader@ComEd.com>]
Sent: Friday, June 05, 2020 8:11 AM
To: Ann Garro
Subject: RE: 8801 Gleneagles Ln Darien IL 60561

Hi Ann,
I just wanted to let you know that my field agent will be out sometime next week, I'm not sure which day, but I hope to have your approvals no later than Friday.

Thanks,
Lora

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Thursday, June 4, 2020 8:35 AM
To: Reader, Lora:(ComEd) <Lora.Reader@ComEd.com>
Subject: RE: 8801 Gleneagles Ln Darien IL 60561

Yes of course. I have a work meeting at 10 however my husband Rich will be available at 10. His number is 630-890-4886. Thank you so much Lora.

From: Reader, Lora:(ComEd) [<mailto:Lora.Reader@ComEd.com>]
Sent: Thursday, June 04, 2020 7:32 AM
To: Ann Garro
Subject: FW: 8801 Gleneagles Ln Darien IL 60561

Good Morning Ann,
Can I give you a call later this morning regarding this request?
It'll be around 10am if you're available. I'm not very familiar with reading Grading Plans so I want to be sure I understand your request.

Please let me know if 10am does not work.

Thanks,

Lora Reader
Sr. Real Estate Representative
Real Estate & Facilities
ComEd
3 Lincoln Centre
Oakbrook Terrace, IL 60181
630-576-6046

From: Cozzi, Mark A:(ComEd) <Mark.Cozzi@ComEd.com>
Sent: Wednesday, June 3, 2020 9:58 PM

To: Bouska, Gerald G:(ComEd) <Gerald.Bouska@ComEd.com>; Reader, Lora:(ComEd) <Lora.Reader@ComEd.com>; Dillon, Russell D:(ComEd) <Russell.Dillon@ComEd.com>
Subject: Fwd: 8801 Gleneagles Ln Darien IL 60561

For whoever does Darien...

Mark
Get [Outlook for iOS](#)

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Wednesday, June 3, 2020 2:29:52 PM
To: Cozzi, Mark A:(ComEd) <Mark.Cozzi@ComEd.com>
Cc: rgarro@turano.com <rgarro@turano.com>
Subject: [EXTERNAL] 8801 Gleneagles Ln Darien IL 60561

EXTERNAL MAIL. Do not click links or open attachments from unknown senders or unexpected Email.

Attached please see the Grading Plan compiled by our engineer for the above ground pool. I am looking for the utility companies to provide sign off letters. Dan Gombac provided me with the emails to help expedite the urgency of the situation. Moreover, once I receive the utility letters to give to the City of Darien, I will also need all the utility companies to sign a vacated plat of easement which is being prepared by my engineer. I will need to know where I can go and whom can I see to get the vacated plat of survey signed. Please reply with the utility letter sign off and additionally the location and person of contact for when I have the vacated plat of easement which should be by the end of this week.

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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Garro, Rich

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Monday, June 08, 2020 10:25 AM
To: Garro, Rich
Subject: FW: 8801 Gleneagles Ln Darien II
Attachments: Grading Plan Set-06-01-20.pdf

comcast

Anna Maria Garro | Vice President | TMLIS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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From: Schulter, Bob <Bob_Schulter@comcast.com>
Sent: Tuesday, June 2, 2020 3:34 PM
To: Ann Garro <ann.garro@fnbwbank.com>
Cc: Signorella, Anthony <Tony_Signorella@comcast.com>; Wyman, Ted <Ted_Wyman@comcast.com>; Rosa, Pete <Pete_Rosa@comcast.com>; Dalton, Rhonda (Contractor) <Rhonda_Dalton@comcast.com>
Subject: FW: 8801 Gleneagles Ln Darien II

Anna, I believe I previously replied that we are not within the easement that needs to be vacated, and we agree to do so.

Ted will be you point of contact to sign off on the plat of abrogation when needed.

Bob

*Robert L. Schulter, Jr.
Director of Construction*

Comcast
688 Industrial Drive
Elmhurst, IL 60126
224-229-5861

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Tuesday, June 2, 2020 1:56 PM
To: rkokkinis@darienil.gov; 'QUINN, JOHN W' (jq2983@att.com) <jq2983@att.com>; Signorella, Anthony <Tony_Signorella@cable.comcast.com>; 'Reese, Sean' (Sean.Reese@dupageco.org) <Sean.Reese@dupageco.org>; 'John Murphey' <jmurphey@osmf.com>; 'ekarders@southernco.com' <ekarders@southernco.com>
Cc: 'Dan Gombac' (dgombac@darienil.gov) <dgombac@darienil.gov>; rgarro@turano.com; jlin@ridgelineconsultantsllc.com
Subject: [EXTERNAL] 8801 Gleneagles Ln Darien Il

Attached please see the Grading Plan compiled by our engineer for the above ground pool. I am looking for the utility companies to provide sign off letters. Dan Gombac provided me with the emails to help expedite the urgency of the situation. Moreover, one I receive the utility letters to give to the City of Darien, I will also need all the utility companies to sign a vacated plat of easement which is being prepared by my engineer. I will need to know where I can go and whom can I see to get the vacated plat of survey signed. Please reply with the utility letter sign off and additionally the location and person of contact for when I have the vacated plat of easement which should be by the end of this week.

Respectfully,

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210

Email: Ann.garro@fnbwbank.com

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Garro, Rich

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Monday, June 08, 2020 10:23 AM
To: Garro, Rich
Subject: FW: 8801 Gleneagles Ln Darien Il 10-05-205-024

Dupage sanitation

Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210

Email: Ann.garro@fnbwbank.com

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From: Williams, Janet <JWilliams@dupageco.org>
Sent: Thursday, June 4, 2020 3:46 PM
To: Garro, Rich <rgarro@turano.com>
Cc: Ann Garro <ann.garro@fnbwbank.com>; Phillips, Greg <Greg.Phillips@dupageco.org>; Reese, Sean <Sean.Reese@dupageco.org>
Subject: RE: 8801 Gleneagles Ln Darien Il 10-05-205-024

Dear Rich and Ann,

The DuPage County Department of Public Works reviewed your request & Survey plat. We only have Sanitary Sewer in that area.

Because you are incorporated, Darien will have to sign off for water stormwater and drainage.

The Department of Public Works will sign off on the vacation plat for the Sanitary Sewers. Please bring the plat to me at the DuPage County Department of Public Works Office at 421 N County Farm Road, Wheaton. 2nd floor south end of the building.

will review the original vacation plat and if all is OK I will have Mr. Nick Kottmeyer as the Director of Public Works and Operations sign off on the original vacation plat.
if he is in the office you will be able to wait for it, otherwise you can leave it with me and I will call you once it is signed.
If you have any questions you may call me at 630-407-6811

Janet Williams.

From: Garro, Rich [mailto:rgarro@turano.com]
Sent: Thursday, June 04, 2020 1:52 PM
To: Williams, Janet
Cc: ann.garro@fnbwbank.com
Subject: FW: 8801 Gleneagles Ln Darien II

Hello Janet,

We were originally given Sean Reese as a contact for DuPage County, however, we are now told that you are the correct person regarding the sign offs needed as described below. If you could, please give my wife or myself a call after you've had a chance to review.

Thank you,
Rich Garro
630-890-4886

Ann Garro
630-336-8642

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Tuesday, June 2, 2020 1:56 PM
To: rkokkinis@darienil.gov; 'QUINN, JOHN W' (jq2983@att.com) <jq2983@att.com>; Anthony Signorella (Tony_Signorella@comcast.com) <Tony_Signorella@comcast.com>; 'Reese, Sean' (Sean.Reese@dupageco.org) <Sean.Reese@dupageco.org>; 'John Murphey' <jmurphey@osmf.com>; 'ekard@southernco.com' <ekard@southernco.com>
Cc: 'Dan Gombac' (dgombac@darienil.gov) <dgombac@darienil.gov>; Garro, Rich <rgarro@turano.com>; jlin@ridgelineconsultantsllc.com
Subject: 8801 Gleneagles Ln Darien II

Attached please see the Grading Plan compiled by our engineer for the above ground pool. I am looking for the utility companies to provide sign off letters. Dan Gombac provided me with the emails to help expedite the urgency of the situation. Moreover, once I receive the utility letters to give to the City of Darien, I will also need all the utility companies to sign a vacated plat of easement which is being prepared by my engineer. I will need to know where I can go and whom I can see to get the vacated plat of survey signed. Please reply with the utility letter sign off and additionally the location and person of contact for when I have the vacated plat of easement which should be by the end of this week.

Respectfully,

Anna Maria Garro | Vice President | NMLS# 762537

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Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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Jacalyn M. Frost
282 N. Ottawa St.
Joliet, IL 60432

T: 779-230-6095
www.jc1243@att.com

May 19, 2020

Anna Maria Garro
8801 Gleneagles
Darien, IL

SENT VIA EMAIL ONLY

RE: Above Ground Swimming Pool and Deck ~ 8801 Gleneagles, Darien, IL

Dear Anna Maria:

Pursuant to your correspondence, this is to inform you that Illinois Bell Telephone company dba AT&T Illinois, and Illinois Corporation has no objection to your placement of an above ground swimming pool and deck on

PROPERTY COMMONLY KNOWN AS: 8801 Gleneagles, Darien, IL

Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, hereby waives its rights to maintain suit for the removal of said encroachment but otherwise retains all of its rights in and to said easement including, but not limited to, the recovery of damages for injury to its plant whether buried or aerial or to its employees cause by you or your agents, employees, contractors, successors or assigns whether resulting from the erection, maintenance or use of said encroachment or otherwise.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

Sincerely,

Jacalyn M. Frost

Right-of-Way Manager
AT&T Illinois

Garro, Rich

To: Ann Garro <ann.garro@fnbwbank.com>; 'Mary Sullivan' <MSullivan@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Cc: Erickson, Matthew <MEricks@southernco.com>
Subject: RE: Garro Home @ 8801 Gleneagles-Clarification E-mail Address

Ann,

Nicor is happy to help with your project. Our gas main facilities are located in the street so I don't foresee an issue with issuing you a waiver to utilize the PUE or approving any vacation of easement if necessary. Once you have your drawings prepared, please forward a formal request and appropriate drawings to our Supervisor of Land Management for his final review and approval. His contact info is provided below.

Matt Erickson
630-388-2969
MEricks@southernco.com

If you have any immediate questions, please reach out to Matt or myself.

Thank you,

David L. Surina
Regional Manager, Community Affairs

Nicor Gas
1598 Beverly Court
Aurora, IL 60502

630.518.9532 office
224-239-6486 cell
dsurina@southernco.com

-----Original Message-----

From: Ann Garro <ann.garro@fnbwbank.com>
Sent: Thursday, May 14, 2020 5:15 PM

To: 'Mary Sullivan' <MSullivan@darrienil.gov>; Dan Gombac <dgombac@darrienil.gov>
Cc: rgarro@turano.com; Bryon Vana <bvana@darrienil.gov>; Joseph Hennerfeind <jhennerfeind@darrienil.gov>; Joe Marchese <jmarchese@darrienil.gov>; Mary Belmonte <mbelmonte@darrienil.gov>; Regina Kokkinis <rkokkinis@darrienil.gov>; Surina, David <DSurina@southernco.com>; QUINN, JOHN W <jq2983@att.com>; Signorella, Anthony <Tony_Signorella@comcast.com>; Reese, Sean <Sean.Reese@dupageco.org>; dlynch@cbbel.com; John Murphey <jmurphey@osmf.com>; Halliburton, Philip:(ComEd) <Philip.Halliburton@comed.com>
Subject: RE: Garro Home @ 8801 Gleneagles-Clarification E-mail Address

EXTERNAL MAIL: Caution Opening Links or Files

Thank you for all your help thus far! I have already forwarded the email to my Engineer/Surveyor and I expect he will reach out relatively quickly.

Respectfully,
Anna Maria Garro | Vice President | NMLS# 762537

First Nations Bank

1151 E. Butterfield Rd. | Wheaton, IL 60189

Office: 630-260-2200 | Fax: 630.260-2210 |

Email: Ann.garro@fnbwbank.com

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-----Original Message-----

From: Mary Sullivan <MSullivan@darienil.gov>
Sent: Thursday, May 14, 2020 5:11 PM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Ann Garro <ann.garro@fnbwbank.com>; rgarro@turano.com; Bryon Vana <bvana@darienil.gov>; Joseph Hennerfeind <jhennerfeind@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Mary Belmonte <mbelmonte@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; dsurina@southernco.com; QUINN, JOHN W <jq2983@att.com>; Signorella, Anthony <Tony_Signorella@comcast.com>; Reese, Sean <Sean.Reese@dupageco.org>; dlynch@cbbel.com; John Murphey <jmurphey@osmf.com>; Halliburton, Philip:(ComEd) <Philip.Halliburton@comed.com>
Subject: Re: Garro Home @ 8801 Gleneagles-Clarification E-mail Address

Thank you one and all for your research into this matter and conversations about how to help the Garro family. I have spoken with Anna Maria Garro and she will be proceeding with the survey and drainage engineer immediately. I suggested she contact Dan Gombac direct with questions.

Take care!

Mary Coyle Sullivan
City Darien Alderperson Ward 5
630-606-8664

Be well, stay healthy and safe!

On May 14, 2020, at 4:08 PM, Dan Gombac <dgombac@darienil.gov> wrote:

Anne Murphy-My apologies as this email was not for you Mr. and Mrs. Garro- This e-mail is for your attention

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: Dan Gombac

Sent: Thursday, May 14, 2020 3:12 PM

To: 'Anne Murphy' <anne@amurphyfirm.com>; 'Halliburton, Philip:(ComEd)' <Philip.Halliburton@ComEd.com>; 'dsurina@southernco.com' <dsurina@southernco.com>; 'QUINN, JOHN W' <jq2983@att.com>; 'Signorella, Anthony' <Tony_Signorella@comcast.com>; 'Reese, Sean' <Sean.Reese@dupageco.org>; dlynch@cbbel.com; 'John Murphey' <jmurphey@osmf.com>

Cc: Bryon Vana <bvana@darienil.gov>; Joseph Hennerfeind <jhennerfeind@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Mary Belmonte <mbelmonte@darienil.gov>; Mary Sullivan <MSullivan@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>
Subject: RE: Garro Home @ 8801 Gleneagles

Good afternoon Anne,

Yes, the email was intended for you and apologies on the misspelling.

Regarding the pool, we understand that you have purchased the pool, had it delivered and applied for the permit simultaneously. The permit application was submitted Friday, and per your request we expedited the review Monday. During the review process it was identified through the Plat of Sub, that the pool was being placed within an Utility Easement(UE). Attached from the plat is the language describing the UE dedications and your lot. The dedication includes the retention and detention as part of the infrastructure.

The City Staff is providing the following remedies for you to complete and submit for City Council consideration:

1. Secure the services of a surveyor/drainage engineer for the following:
 - A. Location of pool
 - B. Size of pool

- C. Volume of area within the easement for the pool, deck, pumps and appurtenances
- D. New compensatory volume location from outside and adjacent to the easement
- E. Plats-shall include
 - a. Defined limits of vacated easement
 - b. Proposed limits of the dedicated UE

2. Regarding the existing underground cables the following will be required.

Option 1-Removal and replacement of all cables from the vacated easement to the proposed easement.

Option 2-Leave existing underground cables, etc., and provide a callout for an existing 10-foot wide easement. No structures would be allowed within this easement.

Please note additional sign offs will be required from Com Ed, AT&T, Comcast, DPC Sanitary and Nicor

Once the above information is completed, Staff will review and request City Council approval for the Plat of Easement.

Through this e-mail we are requesting preliminary support from Com Ed, AT&T, Comcast, DPC and Nicor via e-mail. Please review this request with Homeowners Assoc Board, provided they are active. Should you require references forth above work please let us know and we will provide several.

John M and Dan L,
Please provide any additional comments as you see fit.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: Anne Murphy <anne@amurphyfirm.com<mailto:anne@amurphyfirm.com>>
Sent: Thursday, May 14, 2020 12:03 PM
To: Dan Gombac <dgombac@darienil.gov<mailto:dgombac@darienil.gov>>
Subject: Re: Garro Home @ 8801 Gleneagles

Hello,

I think you emailed me in error! I don't want the correct "Anne" to be left out! I hope all is well!

Very Truly Yours,
Anne Z. Murphy

Law Office of Anne Z. Murphy, LLC
161 N. Clark St., Suite 1600<x-apple-data-detectors://4/1>
Chicago, IL 60601<x-apple-data-detectors://4/1>
P 312-602-9832<tel:312-602-9832> F 312-602-9833<tel:312-602-9833>
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.amurphyfirm.com&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=W1ewj91t3q5SLfSNPKu656qyHq49qTaGs80AvpaNt24&e= <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.amurphyfirm.com_&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=QP8b00XTyxns24gp5uxqQvozos6NDGJWviOzXaRR9wA&e=>

Western Suburban Office:
35 South Garfield<x-apple-data-detectors://5/1>
Hinsdale, IL 60521<x-apple-data-detectors://5/1>

Rising Stars, Super Lawyers, 2015, 2016, 2017
10 Best Attorneys, American Institute of Personal Injury Attorneys, 2015-2018

On May 14, 2020, at 10:04 AM, Dan Gombac <dgombac@darienil.gov<mailto:dgombac@darienil.gov>> wrote:

Good morning Mary and Ann,

Ann has been in contact with many individuals pleading her case. I am reviewing the issue with the recorded plat and will have a summary by noon with direction.

Daniel Gombac
Director of Municipal Services
630-353-8106

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[https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.darien.il.us_Reference-2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6Nl7S1wpc9je7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btXGZ4Hwo3XuqcU&s=_WgYP37abOQ7fH2PqJZ4zLw-q49nZ1EVF_Upb_4Wp4k&e=)

[3A__www.darien.il.us_Reference-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.darien.il.us_Reference-2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6Nl7S1wpc9je7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btXGZ4Hwo3XuqcU&s=_WgYP37abOQ7fH2PqJZ4zLw-q49nZ1EVF_Upb_4Wp4k&e=)

[2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6Nl7S1wpc9je7UoQH1_Cvyci3SsTNfdLP](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.darien.il.us_Reference-2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6Nl7S1wpc9je7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btXGZ4Hwo3XuqcU&s=_WgYP37abOQ7fH2PqJZ4zLw-q49nZ1EVF_Upb_4Wp4k&e=)

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From: Mary Sullivan

<MSullivan@darienil.gov<mailto:MSullivan@darienil.gov>>

Sent: Thursday, May 14, 2020 9:02 AM

To: Joseph Hennerfeind

<jhennerfeind@darienil.gov<mailto:jhennerfeind@darienil.gov>>

Cc: Mary Belmonte <mbelmonte@darienil.gov<mailto:mbelmonte@darienil.gov>>;

Joe Marchese <jmarchese@darienil.gov<mailto:jmarchese@darienil.gov>>; Dan

Gombac <dgombac@darienil.gov<mailto:dgombac@darienil.gov>>

Subject: Garro Home @ 8801 Gleneagles

I spoke at length with Anna Maria Garro regarding her proposed pool in her yard. It sounds like lots of conversations have transpired regarding the Easement being a utility (PUE) versus detention (PUD).

The recorded Deed with the county shows a utility easement not detention. Shouldn't this trump any drawings the city has in its files. Sounds like a lots of levels and many twists and turns to this situation.

Bottom line I am trying to work with the resident who is clearly frustrated because she has purchased a the pool, has the pool in her garage and has gone through all the proper channels. She was very complementary of Joe Hennerfiend and his time spent on this matter.

Clearly she is very passionate about this pool since she has an immune compromised child That she wants to provide some kind of solace for this

summer. She is going by the books and following the proper channels to get a permit.

Please advise. Really want to see what we can do for this family.

Mary Coyle Sullivan
City Darien Alderperson Ward 5
630-606-8664

Be well, stay healthy and safe!
<mime-attachment>

First Nations Bank - 7757 W Devon Ave - Chicago, IL 60631 [p] 773-594-5900 - [f] 773-594-0600 - https://urldefense.proofpoint.com/v2/url?u=http-3A__www.fnbwbank.com&d=DwIGaQ&c=AgWC6N17Slwpc9jE7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btXGZ4Hwo3XuqcU&s=ed9gCGPXGGP75UUljp_hi-12izeRMjJL630oLo-us1E&e=

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RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLAT OF UTILITY EASEMENT
VACATION FOR 8801 GLENEAGLES LANE, PIN #10-05-205-024**

**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 approve a Plat of Utility Easement Vacation for 8801 Gleneagles Lane, PIN #10-05-205-024, 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 15th day of June, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 15th day of June, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PLAT OF EASEMENT VACATION

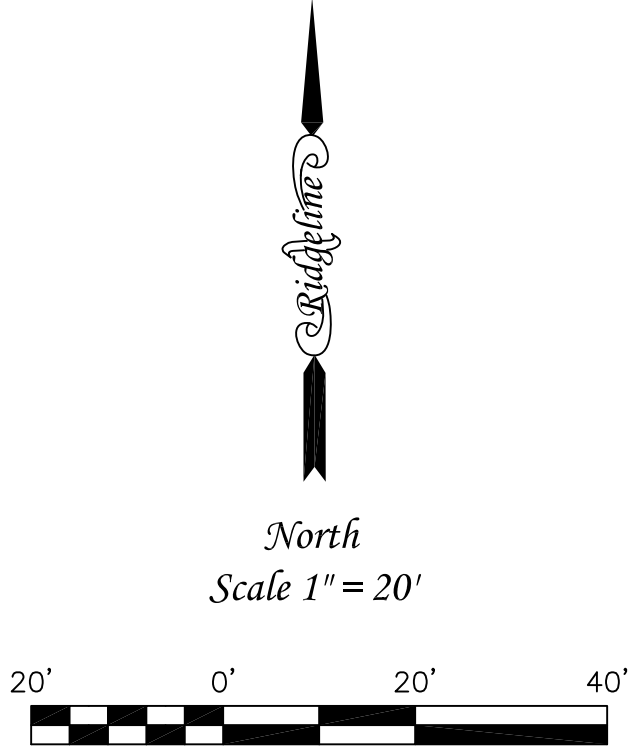
LEGAL DESCRIPTION OF PROPERTY:

LOT 8 IN GLENEAGLES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1988 AS DOCUMENT R88-095016, AND CERTIFICATES OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33675 AND R89-33676, AND ACCORDING TO THE CORRECTION CERTIFICATE RECORDED JULY 5, 1989 AS DOCUMENT R89-79568, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS 8801 GLENEAGLES LANE, DARIEN, ILLINOIS.

SUBMIT FOR RECORDING TO:
DUPAGE COUNTY RECORDER OF DEEDS
421 N. COUNTY FARM ROAD
WHEATON, IL 60187

PARCEL NUMBER
10-05-205-024 (LOT 8)

DEVELOPER:
FLORIAN BARBI
8801 GLENEAGLES LANE
DARIEN, IL 60561



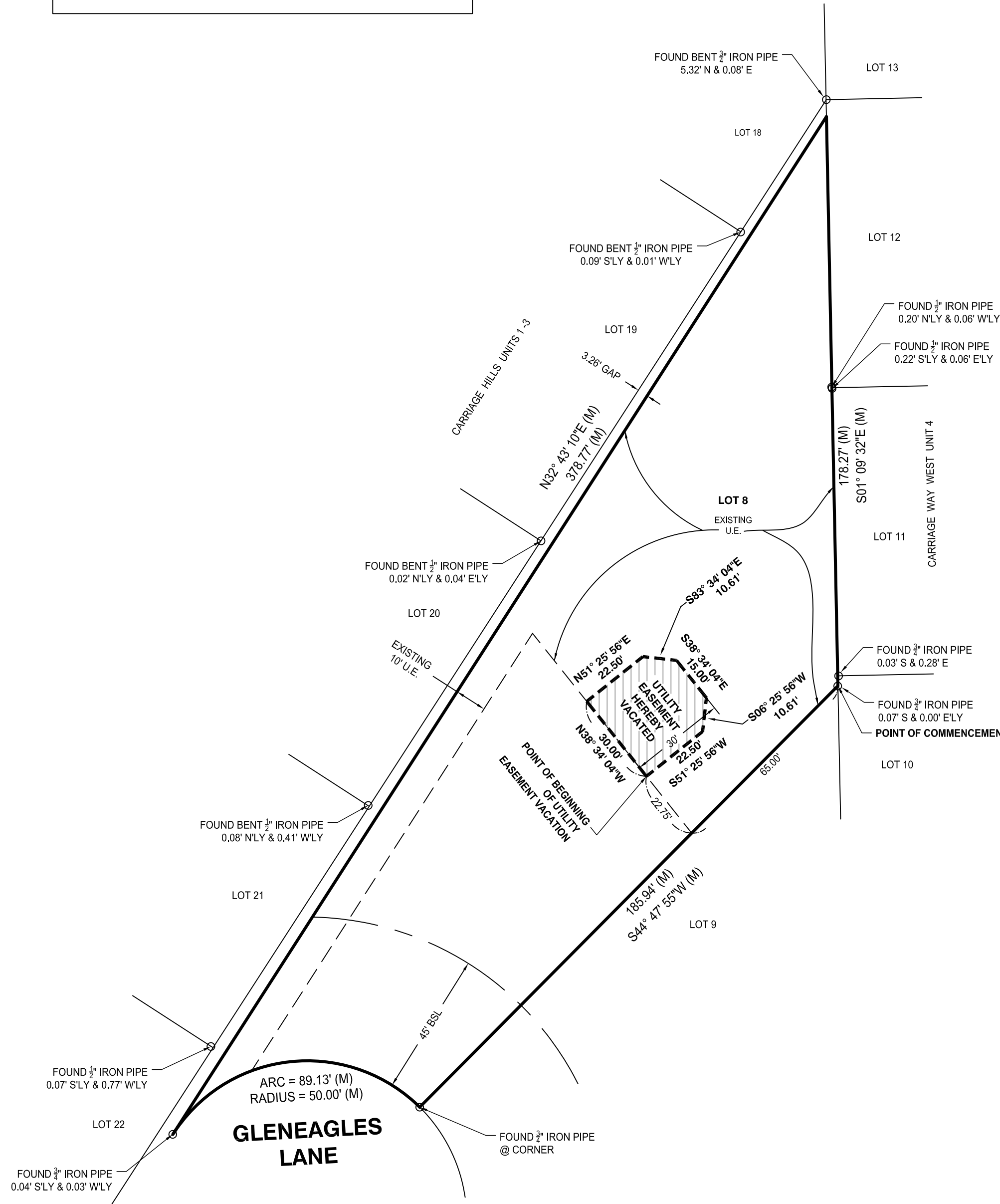
AREA TO BE VACATED
UTILITY EASEMENT ON LOT 8 = 843.75 SQ. FT. = 0.0194 ACRES

ABBREVIATION LEGEND

- BSL = BUILDING SETBACK LINE
- E = EAST
- E'LY = EASTERLY
- (M) = MEASURED DISTANCE
- N = NORTH
- N'LY = NORTHERLY
- (R) = RECORD DISTANCE
- S = SOUTH
- S'LY = SOUTHERLY
- U.E. = UTILITY EASEMENT
- W = WEST
- W'LY = WESTERLY

LINE TYPE LEGEND

- BUILDING SETBACK =
- EASEMENT =
- AREA OF UTILITY EASEMENT TO BE VACATED =



LEGAL DESCRIPTION FOR VACATED EASEMENT ON PIN: 10-05-205-024
THAT PART OF LOT 8 IN GLENEAGLES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1988 AS DOCUMENT R88-095016, AND CERTIFICATES OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33675 AND R89-33676, AND ACCORDING TO THE CORRECTION CERTIFICATE RECORDED JULY 5, 1989 AS DOCUMENT R89-79568, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY LOT CORNER ALONG THE EAST LINE OF SAID LOT 8 IN GLENEAGLES; THENCE SOUTH 44 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTHEASTLY LINE OF SAID LOT 8, A DISTANCE OF 65.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE UTILITY EASEMENT AS SHOWN ON THE AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1989 AS DOCUMENT R89-33676; THENCE NORTH 38 DEGREES 34 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY EASEMENT LINE 22.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 30.00 FEET; THENCE NORTH 51 DEGREES 25 MINUTES 56 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 22.50 FEET; THENCE SOUTH 83 DEGREES 34 MINUTES 04 SECONDS EAST 10.61 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET NORTHEAST OF THE SAID WESTERLY EASEMENT LINE; THENCE SOUTH 38 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE 15.00 FEET; THENCE SOUTH 06 DEGREES 25 MINUTES 56 SECONDS WEST 10.61 FEET; THENCE SOUTH 51 DEGREES 25 MINUTES 56 SECONDS WEST PERPENDICULAR TO THE SAID WESTERLY EASEMENT LINE 22.50 FEET TO THE PLACE OF BEGINNING.
AREA OF VACATED EASEMENT 843.75 SQUARE FEET

SURVEYOR'S NOTES:

BASIS OF BEARINGS: ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE V95 NETWORK AND EQUIPMENT. ALL RECORD BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED SUBDIVISION PLAT FOR GLENEAGLES RECORDED PER DOC. #89-79568.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
THIS IS TO CERTIFY THAT IS/ARE THE OWNER'S OF LOT 8 DESCRIBED HEREON AND THAT AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.
BY: _____
ADDRESS: _____
BY: _____
ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ TITLE _____ AND _____ TITLE _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNERS FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.
NOTARY PUBLIC SIGNATURE _____
PRINT NAME _____
MY COMMISSION EXPIRES ON _____, 20____.

COMMONWEALTH EDISON COMPANY HEREBY CONSENTS TO SAID VACATION OF EASEMENTS

ON THE _____ DAY OF _____, A.D., 20____.
BY: _____
AGENT FOR COMMONWEALTH EDISON
ATTEST: _____

SBC-AMERITECH HEREBY CONSENTS TO SAID VACATION OF EASEMENTS

ON THE _____ DAY OF _____, A.D., 20____.
BY: _____
AGENT FOR SBC-AMERITECH
ATTEST: _____

NICOR HEREBY CONSENTS TO SAID VACATION OF EASEMENTS

ON THE _____ DAY OF _____, A.D., 20____.
BY: _____
AGENT FOR NICOR
ATTEST: _____

CABLE TELEVISION FRANCHISE HEREBY CONSENTS TO SAID VACATION OF EASEMENTS

ON THE _____ DAY OF _____, A.D., 20____.
BY: _____
AGENT FOR CABLE TELEVISION FRANCHISE
ATTEST: _____

PUBLIC WORKS DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
APPROVED BY THE DIRECTOR OF PUBLIC WORKS FOR THE COUNTY OF DUPAGE, ILLINOIS, DATED THIS _____ DAY OF _____, A.D., 20____.
DIRECTOR _____

CITY OF DARIEN CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
APPROVED BY THE CITY OF DARIEN BOARD OF DUPAGE COUNTY, ON THE _____ DAY OF _____, A.D., 20____.
CHAIRMAN OF COUNTY BOARD _____
COUNTY CLERK _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____.
RECORDER OF DEEDS _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
THIS IS TO STATE THAT I, GEORGE H. SKULAVIK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002580, HAVE PLATTED THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES OF VACATING DRAINAGE AND UTILITY EASEMENTS AS SHOWN HEREON.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____, AT MONTGOMERY, ILLINOIS.
RIDGELINE CONSULTANTS LLC
GEORGE H. SKULAVIK PLS #035-002580
MY LICENSE EXPIRES 11-30-2020

Rev. Date	Rev. Description
6/8/20	ADD PUBLIC WORKS CERT.
Book #:	RL-
Dwg. Size:	U
Drawn By:	TMS/TLG
Checked By:	GHS
Reference:	
Date:	6/2/2020
Client:	
Project Number:	2020-0208



GEORGE H. SKULAVIK P.L.S. 035-002580 EXPIRATION DATE 11/30/2020
STACY L. STEWART P.L.S. 035-003415 EXPIRATION DATE 11/30/2020
PROFESSIONAL DESIGN FIRM NO. 184-004766
1661 ARLUETT ROAD
MONTGOMERY, ILLINOIS 60538
PHONE 630-801-7927 FAX 630-701-1385

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014