

**AGENDA**  
**\*\*RESCHEDULED MEETING\*\***  
**Municipal Services Committee**  
**June 15, 2020**  
**6:15 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
  - a. **Discussion** – open burning, fire pits, outdoor fireplaces
  - b. **PZC 2020-04 7729 Warwick Ave** - 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.
  - c. **Ordinance** – Approval 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.
  - d. **Ordinance** - 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.
  - e. **Ordinance** - Approval authorizing an Easement Agreement (Northwest Corner of Cass Avenue and Plainfield Road at 7532 Cass Avenue, PIN# 09-28-402-025)
  - f. **Resolution** – Approval for a Digital Sign Agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025;
  - g. **Resolution** - Approving a Plat of Utility Easement Vacation for 8801 Gleneagles Lane PIN #10-05-205-024.
  - h. Minutes – **February 24, 2020** Municipal Services Committee
4. **Director’s Report**
5. **Next scheduled meeting – July 27, 2020**
6. **Adjournment**

**AGENDA MEMO**  
**Municipal Services Committee**  
**June 15, 2020**

**ISSUE STATEMENT**

Discussion of Outdoor Fire Pits and Fireplaces

**BACKGROUND/HISTORY**

Mayor Joe Marchese has requested that Municipal Services review the existing code as it relates to controlled outdoor open burning, specifically fire pits and outdoor fireplaces. Attached and labeled as [Attachment A](#) are two e-mails recently forwarded to Mayor Marchese inquiring to prohibit all controlled open burning. Please note controlled open burning does not include bon fires.

Currently the code reads as such,

**7-1-9: BURNING OF WASTE PRODUCTS ALLOWED AND PROHIBITED:**

(A) It shall be unlawful for any person to burn garbage, rubbish or natural refuse (natural refuse includes, but is not limited to, leaves and other yard waste) anywhere within the City; provided, however, that nothing in this Section shall prohibit the burning of charcoal in charcoal grills or the burning of logs, nontreated wood or wood products in either an indoor fireplace, or an outdoor fireplace (a structure which partially encloses a fire to contain its size). The burning of treated wood in indoor or outdoor fireplaces is strictly prohibited. The use of outdoor fireplaces shall be permitted only during the following hours: eight o'clock (8:00) A.M. to twelve o'clock (12:00) midnight, Monday through Thursday; and eight o'clock (8:00) A.M. to one o'clock (1:00) A.M., Friday through Sunday. (Ord. 0-27-98, 12-7-1998)

(B) The following types of fires are permitted as an exception to the prohibitions of subsection (A) of this Section: fires in conjunction with holidays and special occasions, set and attended by personnel knowledgeable in firefighting techniques, fire containment and the use of firefighting equipment. This type of fire, when ignited in the presence of large crowds, shall be allowed only by special permit issued by the City Council. (Ord. 0-37-90, 6-18-1990)

**7-1-10: PENALTIES:**

Any person violating any of the provisions of this Chapter, except for subsection 7-1-8(C) of this Chapter, shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day that a violation is allowed to exist shall constitute a separate offense. In addition, any licensee found by the City, after appropriate hearing, to be in violation of the terms of this Chapter, shall be subject to license revocation.

Any person violating any provision of subsection 7-1-8(C) of this Chapter shall, upon a judicial finding of such violation, be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00). (Ord. 0-45-91, 7-15-1991)

The City Staff, reached out to other municipalities for feedback and generally the surrounding communities were in line with our ordinance. The City of Darien was more restrictive with hours of open burning. One community was identified whereas the Fire Chief issues a permit for all open burning activities.

Attached are various communities' codes as they relate to Open Burning, see [Attachment B](#).

**STAFF RECOMMENDATION**

During our review it is noted that all codes are similar to ours. Staff would recommend the following:

Provide quarterly reminders through the City's media portals reminding residents' in regards to controlled open burning, including items that are prohibited to burning. Residents will be reminded to be cognizant of neighbors' concerns as it relates to smoke.

**ALTERNATE CONSIDERATION**

1. Implement Staff's recommendations
2. No further action
3. Prohibit all outdoor burning

**DECISION MODE**

Pending discussion and recommendation, the Staff will prepare an agenda for a final review with the Municipal Services committee followed by future City Council presentation.

**From:** [Dan Gombac](#)  
**To:** [REDACTED]  
**Cc:** [Joe Marchese](#); [Tom Belczak](#); [Eric Gustafson](#); [Joseph Kenny](#); [Ted Schauer](#); [Regina Kokkinis](#); [Joseph Hennerfeind](#); [Bryon Vana](#)  
**Subject:** RE: Outlaw Backyard burning in Darien  
**Date:** Thursday, June 4, 2020 2:32:41 PM

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Good afternoon Kim,

Mayor Marchese had forwarded your email regarding fire pits. The Municipal Services Committee will be presented with this topic through an agenda for Monday, June 15, 2020 at 615pm, at the City of Darien Council Chambers. The below e-mail will be forwarded as background information. Please feel free to attend. Please noted all speakers will be limited to 3 minutes.

Should you have any additional questions or comments please feel free to contact me.

Sincerely,

Daniel Gombac  
 Director of Municipal Services  
 630-353-8106

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

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

**From:** Kim Warden <[REDACTED]>  
**Sent:** Tuesday, June 2, 2020 7:02 PM  
**To:** Joe Marchese <jmarchese@darienil.gov>  
**Subject:** Re: Outlaw Backyard burning in Darien

Dear Mayor,

I am unable to find what day in June was selected for the E.C. to meet. The Darien website only states that they meet quarterly.

What is the date and time?

Thanks,  
 Kim Warden  
 [REDACTED]

> On May 20, 2020, at 9:21 PM, Joe Marchese <jmarchese@darienil.gov> wrote:

>

> Ms. Warden:

>

> Our Environmental Commission will be discussing this topic at their June meeting. You are welcome to attend.

>

> Sent from my iPhone

>

> On May 20, 2020, at 9:11 PM, Kim Warden <[REDACTED]> wrote:

>

> Dear Mayor Marchese,

>

> I moved to Darien about 2 years ago and I FINALLY bought my first home. I waited 50 years for the opportunity



to own my own home. I am writing about the rules regarding backyard burning in my neighborhood. I know what the burning rules are as I have checked with your code violation person and the Fire department. I am not asking for clarification on burning rules. I am asking for the practice to cease and to make it part of Darien law.

>

> Today, (5/20/2020) I left my home to get dinner. The day was FINALLY fairly warm and sunny with a brisk breeze. When we get these very rare warm days in Darien, that's when the burning starts. You can bet on it every time. When I returned home, my entire house was filled with smoke from one of the neighbors burning in their back yard. Every single room of my house was smoky smelling. The smoke filled my basement. The smoke was so bad -- I had to leave the home. My own home! I closed all the windows before I left, praying that when I returned home, the neighborhood smoke would have abated and I would be able to air out the home. Before I went back to the house, I drove around the neighborhood to see who was at fault. This should NOT be my job.

>

> I believe I may have found who was burning. It may have been my neighbor in the back on Warwick Avenue, but since I was not there to watch the smoke drift into my house (and all the neighbors homes on Warwick, Brookhaven, Linden and beyond) I couldn't be absolutely sure the smoke was from their little campfire in their back yard. Since the smoke had traveled many blocks, I was not absolutely sure it was my backyard neighbors at fault.

>

> This burning practice must cease in Darien. To allow burning (even if it is a small campfire) is unhealthy. You see, people take advantage of the burning guidelines that

> are allowed and then burn to their hearts content. To allow this practice at all, puts an

> undue burden on the innocent party to find -- and then report — the violation. I pits neighbor against neighbor and I resent being put in this position.

>

> We do not live in a rural environment. We live in a densely populated neighborhood and to allow this burning is abhorrent. When you give the public an inch on this burning, they'll take a mile and start burning their yard waste every single time. Some neighbors do this in a stealth-like manner and are quite clever about it. So as you can see, the practice needs to be stopped, period. It's time.

>

> It's 2020 for God's sake! Why is this sordid practice even allowed at all? Doesn't the City of Darien believe in clean air? Are the folks in Darien really this backward and uneducated? Is Darien really "A nice place to Live" ?

>

> Thanks for listening. I look forward to your reply.

>

> Sincerely,

> Kim Warden

> 7725 Brookhaven Ave

> Darien, IL 60561-4507

> Cell: [REDACTED]

>

>

>

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>

>

**From:** [Dan Gombac](#)  
**To:** [REDACTED]  
**Cc:** [Joe Marchese](#); [Eric Gustafson](#); [Tom Belczak](#); [Joseph Kenny](#); [Bryon Vana](#); [Joseph Hennerfeind](#); [Regina Kokkinis](#)  
**Subject:** Fire pits controlled burns  
**Date:** Thursday, June 4, 2020 2:42:41 PM

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Good afternoon Karen,

Mayor Marchese had forwarded your email regarding fire pits. Upon my read of your email and for clarification, are you requesting a temporary ban on open controlled burning during the pandemic or a permanent ban? Also, please let us know your address so we have the opportunity to forward this e-mail to your alderman.

The Municipal Services Committee will be presented with this topic through an agenda for Monday, June 15, 2020 at 615pm, at the City of Darien Council Chambers. The below e-mail will be forwarded as background information. Please feel free to attend. Please note all speakers will be limited to 3 minutes.

Should you have any additional questions or comments please feel free to contact me.

Sincerely,

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**From:** Karen Gaydos <[REDACTED]>  
**Sent:** Friday, May 15, 2020 12:23 PM  
**To:** Joe Marchese <[jmarchese@darienil.gov](mailto:jmarchese@darienil.gov)>  
**Subject:** Please review and discuss at Monday's meeting - thank you

Dear Mayor Marchese,

It is a challenge at any time to objectively lead a community, but it is particularly difficult under the present Coronavirus Pandemic, so I commend and thank you and all our elected officials and public servants. I don't want to add to your already stressful workload, but I would like to ask if you and the City of Darien would consider banning the use of wood burning backyard fire pits at least while we are dealing with the Covid-19 pandemic. I know this is a controversial topic and many people who enjoy having backyard fires are very adamant and defensive of their right to do so; therefore I would respectfully ask that you please allow me to remain anonymous in this request so that I don't get retribution, particularly from some of my more vocal and hostile neighbors.

There are many of us who would very much appreciate you considering the arguments in favor of banning backyard wood fires. I am not alone in recognizing that there has been an unprecedented and unwelcomed surge in backyard burning, and that the smoke from these fires travels well beyond the area of the fire and affects many, many neighbors. For many, the

smoke is just a nuisance and a general health and environmental hazard, but for some, it poses very real and immediate health risks, particularly during this pandemic. People with asthma, COPD, heart and lung conditions, cancer, etc., are most affected by the smoke, and these are the people who are also particularly vulnerable to Covid-19.

There is no denying that wood smoke is dangerous to our health and environment – even more dangerous than cigarette smoke. There is much scientific evidence to prove this, and there are no arguments to disprove it. Please refer to the section at the bottom of this letter that provides data and information about the very real dangers of smoke, along with references. I think many people who burn these fires are not aware of the significant health risks they are presenting to themselves, their families and their neighbors. I realize there is a lot to read, but I've highlighted some particularly important facts, so even if you can't read all of it, please at least review the highlighted comments. I think the section below summarizes my request and arguments for it very well:

**Long ago most communities passed ordinances protecting people from secondhand cigarette smoke. Ironically those laws protect people at places they don't necessarily have to be (restaurants, stores, public buildings, etc). But in the one place they have to be, their home, they have no protection from something even worse—wood smoke. People should have just as much protection from wood smoke as from cigarette smoke and for all the same reasons. We don't allow people to blow cigarette smoke in your face; why should we allow people to blow wood smoke into your home?**

Here are some additional observations and arguments:

- Studies identifying health risks are based on burning dry, seasoned firewood; but when people burn treated or painted lumber, particle board, and other “garbage”, there are even more harmful pollutants and health risks. I know burning these items is banned, but people are still burning them and it is almost impossible to enforce as long as general burning is allowed.
- Darien's current restrictions on wood burning are very lenient. There is very little time (several hours in the middle of the night) when fires are not allowed. This doesn't leave much time for people who have issues with smoke to safely enjoy the outdoors. Some people burn almost every day that weather permits. And I've seen very large fires with flames shooting 5 to 6 feet high.
- We've all made a significant financial investment in our homes and they are our sanctuaries, yet even in the presumed safety of our own homes, we are being exposed to the inescapable dangers of secondhand fire smoke. This is particularly relevant at the time of this pandemic, because with the stay- at- home orders, there really is no escaping the smoke. But even without a stay- at- home order, we should be able to enjoy our homes and backyards without incurring the nuisance and health risks of secondhand wood smoke.
- If there were a way for people to contain the smoke from their fires in their own yard and not impact others, I would not argue that they have a right to burn, but that is not the case. This hazardous smoke impacts innocent neighbors who have a right to breathe smoke-free air. I believe that the right to breathe smoke free air should trump the right to burn wood, especially since there are alternatives to wood burning fires. There are many very nice gas and propane fire tables and fire pits available, and there are retrofit kits to convert existing pits to gas or propane. These are cleaner and safer and offer many benefits to the user and the community: (a) the fire starts right up and can be lit for as long or short a time as you want –

there is no waiting for the fire to get going, and no leaving it smoldering even after you've gone inside (b) no smoke or pollution. People who want fires have the options mentioned above, or, if they insist on a real wood "campfire", they can go to a campground. People who have issues with the smoke, have no options and no way to escape the dangerous smoke.

- I'm old enough to remember when backyard leaf burning was allowed. That has been banned (as it should be), and many of us are having a hard time trying to understand how and why wood fires came to be allowed in residential back yards, especially since the health risks associated with smoke have been known for a long time.
- I believe many people who are having these fires don't realize the health risks the smoke poses to them as well as their neighbors – including neighbors blocks away that they may not even know. Maybe some of these people don't realize that the smoke is an annoying nuisance to some of their neighbors and a real health threat to others, such as the neighbor with asthma, or the one undergoing cancer treatment, or the one with COPD, or the little babies and toddlers whose lungs are still developing and are especially vulnerable to smoke inhalation. If they did, hopefully they would opt for the safer gas or propane. Sometimes all it takes is education.
- There are many valid reasons to ban wood burning, but I can't think of any valid reasons to allow it, can you?

Recommendations/suggestions:

- Please ban all wood burning during the pandemic.
- Provide information to educate people about the health risks and why wood burning is being banned (particularly at this time of Covid-19 when the smoke impacts immunity and health in general). Remind people of the alternative gas and propane fire options. When substantial and valid reasons are provided for a decision, there is less likely to be push back.
- After the pandemic, if you can't enforce a complete and immediate ban, please put a plan in place to eventually ban all wood burning in favor of gas or propane fire pits. Start by restricting wood burning to say the hours of 5pm to 10 pm on only certain days, and then gradually reduce the days it's allowed, until it is eventually banned. In the meantime, strictly restrict backyard burning to small fires burning only dry, seasoned firewood, and establish, publish, and enforce penalties for burning anything else.

Thank you for your consideration. I hope you and the city can find it in your heart to do the "**right**" thing and protect especially the most vulnerable citizens, even if it's not the "**easy**" thing to do. Let's keep Darien a nice (and safe and healthy) place for ALL citizens. Thank you.

## Health and Environmental Hazards of Wood Burning

<http://www.familiesforcleanair.org/resources/> .Excellent site -- look at all tabs on this site

The Truth About Wood Smoke Pollution

Even though humans have burned wood for thousands of years, scientists have only recently discovered just how hazardous wood smoke pollution is to our health.

Hundreds of studies have now documented the harmful health effects of wood smoke pollution. Yet

many people remain unaware of the facts—or refuse to accept them.

**The current situation is similar to the way we used to treat second-hand tobacco smoke—by the time the public finally accepted just how hazardous second-hand smoke was, there had already been incalculable damage to human life.**

**There's good reason to be even more concerned about wood smoke pollution than about second-hand tobacco smoke, since it's more hazardous: according to the US EPA, the lifetime cancer risk from wood smoke is estimated to be 12 times greater than from a similar amount of cigarette smoke.**

The time has come for all of us to acknowledge the real dangers of burning wood.---

Now that the dangers of wood smoke pollution have been extensively documented in [hundreds of scientific studies](#), we need to face the facts.

Scientists have now linked wood smoke and the pollution it creates with a litany of health hazards. These include asthma attacks, diminished lung function, increased upper respiratory illnesses, heart attacks, and stroke. Long-term exposure to wood smoke can lead to emphysema, chronic bronchitis, and arteriosclerosis.

Many of the substances in wood smoke are carcinogenic. Laboratory studies have linked wood smoke exposure to nasal, throat, lung, blood, and lymph system cancers.

These are just a few of the reasons **the U.S. Environmental Protection Agency now considers fine particle pollution its “most pressing air quality problem.”**

**The most hazardous particles from wood burning are smaller in diameter than a human hair. These fine particles are too small to be filtered out by the nose and upper respiratory system, so they end up deep in the lungs. Shutting the windows and doors of your home will not protect you from fine particle pollution—the particles are so small that they will infiltrate even the best quality double-paned windows and doors.**

**People who would never dream of smoking a cigarette choose to burn wood. Yet wood smoke contains many of the same toxic and carcinogenic substances as cigarette smoke, including benzene, benzo(a)pyrene, and dibenz(a,h)anthracene.**

**And wood smoke produces far more particulate pollution than cigarette smoke does.**

**EPA researchers estimate the lifetime cancer risk from wood smoke to be 12 times greater than from a similar amount of cigarette smoke.**

In a [laboratory study](#) at Louisiana State University, researchers found that **hazardous free radicals in wood smoke are chemically active 40 times longer than those from cigarette smoke—so once inhaled, they will harm the body for far longer.**

Other EPA estimates suggest that a **single fireplace operating for an hour** and burning 10 pounds of wood **will generate 4,300 times more carcinogenic polyaromatic hydrocarbons than 30 cigarettes.**

**While the pollution from wood burning is especially dangerous for those with existing health conditions, children, and the elderly, it is hazardous to the health of all human beings.**

Studies have shown that even in young, healthy people, exposure to the particle pollution produced by wood burning causes inflammation of the lungs and decreases lung volume.

While the hazardous health effects of wood burning pollution increase with the levels in the air, **scientists have found that there is no level of particle pollution that is not unhealthful.**

**The basic rule of thumb is this: if you can smell wood smoke, you're breathing pollution that is hazardous to your health.**

**Most of the harmful pollutants from wood burning don't rise. They hang around at ground level for up to ten days.**

**The fine particle pollutants from wood burning are so small that they infiltrate even the most well-insulated and weather-stripped homes. Scientific studies have shown that particle pollution levels inside homes reach up to 70% of the pollution levels outdoors.**

it would be bad enough if wood smoke was only a major source of hazardous particle pollution. But wood smoke also **contains toxic and carcinogenic substances**, including:

- [benzene](#)
- [polycyclic aromatic hydrocarbons](#)
- [benzopyrenes](#)
- [dibenzanthracenes](#)
- [dibenzocarbazoles](#)
- [mercury](#)

Wood burning also creates [dioxin](#)—one of the most toxic substances on earth.

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<http://burningissues.org/car-www/science/constituents-of-ws.html> .Excellent site -- look at all tabs on this site

Nearly all the ambient outdoor air pollutants in the U.S. have decreased dramatically over the last 30 years. ...**But just one important outdoor source of air pollution remains inadequately addressed in most areas — residential fireplaces and wood stoves. Yet this is the one source of air pollution that produces fine particles and gases containing a multitude of toxic substances and carcinogens, and fine particles are associated with morbidity and mortality in urban areas.**

**For those on the receiving end of a neighbor's fireplace or wood stove, it is often similar to living with a chain smoker. The pollutant exposure is involuntary, repetitive, caused by a tiny minority of burners, and composed of a great array of toxic chemicals and cancer-causing compounds, such as polycyclic aromatic hydrocarbons, dioxins, and metals.**

**NOTE: Refer to the “Medical Effects” tab for a table listing the Health Effects of Wood Smoke Pollutants**

<https://woodsmokepollution.org/toxins.html> look at all tabs on this site

Both wood and tobacco are natural plant materials, and when they are burned they emit a similar toxic brew of carcinogens and other harmful chemicals. When wood is burned, however, it releases a much larger volume of these toxins than cigarettes do, by orders of magnitude.

### **Even Low Levels Increase the Death Rate**

The death rate rises when there are more fine particles in the air, even at levels that are below current regulatory thresholds. A 2015 [study](#) of New England Medicare recipients over age 65 determined that the death rate rises for each 10µg/m<sup>3</sup> increase in PM<sub>2.5</sub>, both from short-term and long-term exposure, and even when pollution levels do not exceed US EPA or World Health Organization thresholds.

These findings were consistent with those of several other studies that have also found an association between particulate pollution levels and an increase in the mortality rate, even at levels that are considered low by regulatory standards.

### **Like Lead Pollution, There Is No Safe Level**

### **Fine Particle Matter Is Officially Recognized as Carcinogenic**

See [https://woodsmokepollution.org/assets/toxic\\_chemicals\\_wood\\_cigarette\\_smoke.pdf](https://woodsmokepollution.org/assets/toxic_chemicals_wood_cigarette_smoke.pdf) for a **good Comparison of Toxic Chemicals in Wood and Cigarette Smoke**

<https://www.times-standard.com/2017/08/05/burning-firewood-is-an-airborne-public-health-hazard/>

**Wood smoke is the most toxic type of pollution in most cities, more dangerous than auto pollution and most industrial pollution.**

**Wood smoke is unique in containing high concentrations of dioxins and PAHs (polycyclic aromatic hydrocarbons), probably the most toxic components of air pollution. Burning 10 lbs. of wood for one hour releases as many PAHs as 35,000 packs of cigarettes. The lifetime cancer risk is 12 times greater for wood smoke compared to an equal volume of secondhand cigarette smoke. Toxic free-radical chemicals in wood smoke are biologically active 40 times longer than the free radicals in cigarette smoke.**

**The very small size of particles in wood smoke make them seven times more likely to be inhaled than other sources of particulate pollution. For the same reason, wood smoke easily penetrates homes of neighbors creating concentrations indoors up to 88 percent as high as outdoor air. If you smell wood smoke, you know you are being harmed.** The sweet smell comes from deadly compounds like benzene. Once you can smell the smoke you know the concentration of particulate matter is dangerously high.

**Wood smoke is the only pollution emitted right where people spend most of their time, at home. It disperses poorly, is not evenly distributed and stays in the air longer because of its small size. Pollution can be 100 times higher for neighbors of wood burners than what is captured at the**

**nearest monitoring station.** If your neighbor is a regular wood burner, and follows all the rules, you can go an entire winter without having one single day of clean air. Local “wood burning victims” have their health jeopardized and their lives shortened, even when overall community pollution is low.

**Long ago most communities passed ordinances protecting people from secondhand cigarette smoke. Ironically those laws protect people at places they don't necessarily have to be (restaurants, stores, public buildings, etc). But in the one place they have to be, their home, they have no protection from something even worse—wood smoke. People should have just as much protection from wood smoke as from cigarette smoke and for all the same reasons. We don't allow people to blow cigarette smoke in your face; why should we allow people to blow wood smoke into your home?**

<https://www.naturalnewsblogs.com/wood-smoke-harmful/>

To begin with, wood smoke contains a number of harmful particles which may include and are not confined to carbon monoxide, formaldehyde, sulfur dioxide and even a number of gases which are irritant in nature and causing scarring of the lung tissue. The presence of dioxin and polycyclic aromatic hydrocarbons (PAHs) further indicates the risk of carcinogenic impact of wood smoke on your body. It has been proven that wood smoke is known to confine the development of lungs in infants as well as children. **Consistent inhalation in wood smoke is known to be a major cause of lower respiratory infections which may include pneumonia and bronchitis.**

**The immune system is one of the most important component of the human body since it defends the body against all sorts of harms. However, wood smoke with its harmful constituents manages to depress the activity of the immune system in the first place in order to cause all sorts of damage to the human body.** It is to be kept in mind at all times that consistent inhalation in wood smoke severely damages the layer of cells that is present in lungs and plays a vital role in cleansing and protecting the airways. With this layer being damaged, lung infections and major disorders are destined to follow.

There is no argument over the fact that people who are already a victim of a respiratory disorder like asthma or chronic respiratory disease along with the patients of cardiovascular disorders, have an even higher risk of wood smoke and **even the most minute exposures can cause a trigger in their medical condition.** Dr Andrew Jack from Smokeless Fireplace Options says “ wood smoke has a number of different toxic pollutants as constituents. These constituents are associated with the production of symptoms such as headaches, coughs, and throat and eye irritation. “

<https://www.scientificamerican.com/article/fire-pit-environmental-dangers/>

..no one questions the fact that breathing in wood smoke can be irritating if not downright harmful. According to the U.S. Environmental Protection Agency (EPA), so-called fine particles (also called particulate matter) are the most dangerous components of wood smoke from a health perspective, as they “**can get into your eyes and respiratory system, where they can cause health problems such as burning eyes, runny nose and illnesses such as bronchitis.**” Fine particles also aggravate chronic heart and lung diseases, and have been linked to premature deaths in those already suffering from such afflictions. As such, **the EPA advises that anyone with congestive heart failure, angina, chronic**



**obstructive pulmonary disease, emphysema or asthma should steer clear of wood smoke in general. Children's exposure to wood smoke should also be limited, as their respiratory systems are still developing and they breathe more air (and air pollution) per pound of body weight than adults.**

While a wood stove may be a necessary evil as a source of interior heat, **there is no excuse for lighting up a backyard fire pit during times when you could be creating health issues for your neighbors.**

**<https://www.smithsonianmag.com/science-nature/wondering-what-bonfire-does-your-lungs-we-answer-your-burning-questions-180961493/>**

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outdoor fires tend to produce "highly mutagenic and carcinogenic emissions" that can affect any humans hanging out in the vicinity. (Mutagenic chemicals, as the name suggests, are those that tend to cause genetic mutations.) The fine particles in smoke, meanwhile, can find their way into eyes and lungs and cause bronchitis, as well as aggravate existing conditions like heart and lung disease.

<http://www.burningissues.org/ws-more-damage-ts.html>

### **Wood smoke is more damaging than tobacco smoke.**

While wood smoke is similar to second hand tobacco smoke, research findings indicate that second hand wood smoke has potentially an even greater ability to damage your health and the health of your family and loved ones.

Comparing tobacco smoke (TS) and wood smoke (WS) using electron spin resonance (ESR) reveals something quite startling. **TS does damage in the body for 30 seconds after it is inhaled. WS continues to be chemically active and can cause damage to the cells in the body for 20 minutes or 40 times longer** (Pryor, 1992). What does that mean? Some of the components in WS are atoms or molecules in need of at least one unpaired electron to become stable compounds. They are called free radicals. Free radicals interact with your body. They borrow these electrons from the body, leaving body cells unstable - or injured if you will. Some of the cells then die. Other cells are altered and will function differently. The cells give off by products of inflammation that causes a stress on the body. The lungs have an active-transport system that absorbs foreign bodies that are deeply imbedded and cannot be coughed or sneezed up. It pulls the particles into the blood stream for elimination. Inflammation in one part of the body can cause disease in another. Free radicals play a role in a large number of diseases and pathological states. As examples, cancer, aging, heart attack, stroke, diabetes, and Lou Gehrig's disease all have a free radical component to their mechanism of injury. The use of free radical modulators in the prevention and treatment of these diseases is under close investigation at this time including clinical trials.

What is the fate of the asbestos-sized, iron coated and or toxic-loaded particles of wood soot and the combustion gases? The WS micro particles "angular and pointed nature distinguished them from usual carbon pigments". They are not going to just 'go away' as wood is primarily cellulose, an insoluble long chain polymer, consisting of 3000 to 5000 glucose residues. Man

lacks the enzyme cellulase needed to digest it. How you are personally affected by smoke pollution will depend on more than your age and your genetic make up (or genotype). It will depend on your *phenotype*. Phenotype is the entire physical, biochemical, and physiological makeup of an individual as determined both genetically and environmentally. In other words, each of us is the sum of our experience. Genetic changes do not just change down through generations (McClintock, 1951), but can occur horizontally (that is, within an organism) and spontaneously. Wood Smoke can alter your DNA.

Additional injury occurs due to the physical aspect of the tiny dagger like particles deposited in the respiratory tubes and lung (Ramage, 1987). The asbestos sized particles get to the deepest area in the lung and can't get back out. They are inside the lung. They are digested, encapsulated in the body or they may get moved to the lymph nodes where they get gobbled up by the immune system cells and then can be excreted. However this vacuum function is easily overloaded. It may take weeks or years for this clearance to take place or the smoke may simply be moved to other tissues and organs. The smoke particles are in the way of the work of the lung. The tiniest particles can clump together causing embolism in the tiniest veins causing blockage.

Because the lung is a very wet (100% humidity) and warm place, the WS daggers start to swell (Hopke, 1996). Fine particles are like sponges. They become coated with combustion chemicals and also transport molds, bacteria and viruses. Because the wood smoke particle swells up inside of the lung it deposits a larger dose of the toxins and gases from the environment (Hopke, 1996) directly into the blood stream within the nose and lung. The pathway into the body that a chemical takes is dependent on many factors, such as the availability of trace minerals and vitamins and the overload already present from other chemicals. Some of the processes lead to the production of acetaldehyde and chloral hydrate. (Yes! the old Mickey Finn or "knockout" drops.), both of which can cause the toxic brain symptoms seen with Environmental Illness.

A small lung biopsy specimen description from a woman who became ill and disabled heating with a wood stove, reads that it contained: "more than two million black fibers per gram of lung tissue. The black fibers included lathe like and grid like structures and bizarre forms. There were no asbestos fibers identified. It was wood (Ramage et al, 1987)." A small portion of the dagger-like pieces of sub-micron wood fiber taken from her lung were iron coated. Fibrocystic lung disease is literally cystic spaces and blockage of ducts and overgrowth of fibrous tissue in response to scarring, inflammation and infection caused by particles. In fibrocystic lung disease the scarred lung can weigh three times that of a normal lung putting a larger job on the heart that then becomes enlarged as well. It is also called honeycomb lung. It is seen as a result of asbestos, coal, silica, rock exposure and wood smoke exposure.

A 1993 Mexican study of women with no other exposure to pollution except for cooking over wood tells us "pulmonary arterial hypertension (from wood smoke) appears to be more severe than in other forms of interstitial lung disease and tobacco related disease (Sandoval et al, 1993)." Sandoval reported chronic bronchitis and hyperinflated lungs. 77% of the patients had right ventricular enlargement, 50% had right-sided cardiac failure or respiratory infections with in the previous year. 97% had difficulty breathing with even slight exertion. The x-rays of the lungs showed fibrosis of lung tissue similar to long-standing inorganic dust exposure such as silicosis and coal worker's pneumoconiosis. Some patients were in end stage interstitial lung disease where the little lung sacs were thickened and formed cystic cavities. One patient died during the study of squamous cell carcinoma (cancer) of the lung. Another already had atypical bronchial cells that indicated early lung cancer. According to the American Lung Association 156,000 Americans will die this year from Lung Cancer.

In addition there is long term environmental damage as "Burning 1 kilogram of wood produced as

much as 160 micrograms of total dioxins. This result was obtained when various specimens of wood were burned in different stoves. Soot was collected and analyzed by well-designed and documented procedures. Tetrachlorinated, hexachlorinated, heptachlorinated, octachlorinated dioxins were present. The isomers of the dioxins were separated and quantitated. The highly chlorinated dioxins were the major components. In the soot from a series of experiments, their total content ranged from 10 to 167 mg/kg of fuel. The total yields of tetrachlorinated dioxins (TCDDs) ranged from 0.1 to 7.8 mg/kg of fuel."

**Additional website References:**

<https://en.wikipedia.org/wiki/Smoke>

<https://fortress.wa.gov/ecy/publications/documents/91br023.pdf444>

<https://www.betterhealth.vic.gov.au/health/healthyliving/wood-fires-and-breathing-problems>

[https://www.health.ny.gov/environmental/outdoors/air/smoke\\_from\\_fire.htm](https://www.health.ny.gov/environmental/outdoors/air/smoke_from_fire.htm)

<https://www.quora.com/How-much-of-a-health-risk-is-campfire-smoke-compared-to-second-hand-cigarette-smoke>

**8-3-1: OPEN BURNING PROHIBITED; EXCEPTIONS:**

It shall be unlawful to burn or cause the burning at any location within the village, of any paper, cardboard, leaves, twigs, branches, wood, grass, grass clippings or other refuse from farming or gardening, or other combustible materials of any nature whatsoever, except as follows:

- (A) Burning any combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose, provided that any refuse burning incinerator installed in any residence building shall comply with the rules and regulations of the Illinois air pollution control board, as the same may from time to time be in effect<sup>1</sup>. (Ord. 93-2372, 3-15-1993)
- (B) Burning is permitted in an outdoor fireplace or cooking unit, but only if:
1. The fuel used is primarily charcoal, propane gas or dry, seasoned wood;
  2. The fireplace is raised above ground level;
  3. The fireplace is constructed of noncombustible brick, stone or metal materials, and is commercially designed for outdoor fires or cooking;
  4. The fireplace, if moveable, is placed on a noncombustible surface during use;
  5. The fireplace is directly attended at all times during use; and
  6. The fire shall be entirely extinguished prior to leaving the fireplace unattended. (Ord. 97-2847, 2-17-1997)
- (C) Burning combustible materials in a high temperature incinerator providing complete combustion and complying with the rules and regulations of the Illinois air pollution control board as the same may from time to time be in effect.
- (D) Burning of a bonfire in connection with a secondary school event; provided, however, that such bonfire is approved and sanctioned by the secondary school authorities and complies with all rules and regulations of the Illinois air pollution control board and the state as from time to time may be in effect.
- Further, any such bonfire under this subsection shall be allowed only after the grant of a permit or approval of the corporate authorities of the village. (Ord. 93-2372, 3-15-1993)
- (E) Controlled open burning of landscape areas is permitted, in nonresidential areas of the village but only if:
1. A waiver is granted by the village president and board of trustees pursuant to ordinance; and
  2. The petitioner has complied with all requirements and conditions as stated in "Village Of Lisle, Policies And Procedures, Requesting Granting Of A Waiver From The Village Code Open Burning Prohibitions February 7, 1995", as amended from time to time. (Ord. 98-2960, 2-16-1998)

## Downers Grove Municipal Code

**Section 13.19DIV. Division 1. Generally****Section 13.20. Declaration of policy.**

The existence of excessive or preventable environmental pollutants, including substances which when released into the open atmosphere or into lakes, streams or other bodies of water may have a harmful and deleterious effect upon the public health, safety and welfare, is hereby found and declared to be contrary to the policy of the Village. The Village Council further finds that control of the release of such substances by means of a comprehensive environmental quality control program, as set forth in the provisions of this Article, is necessary and desirable in order to promote and protect the health, safety and welfare of the residents of the Village and of other persons residing in the vicinity of the Village. The Village Council further declares that it is the policy of the Village to cooperate with and utilize to the fullest extent all applicable environmental quality control services of the County of DuPage, State of Illinois, the United States, and any and all other regional environmental quality control authorities having jurisdiction in the Village. (Ord. No. 1509, § 1; Ord. No. 2857, § 9.)

**Section 13.21. Short title.**

This Article may be cited and referred to for all purposes as the "Downers Grove Environmental Quality Control Ordinance." (Ord. No. 1509, §1.)

**Section 13.22. Preservation of common law rights.**

Nothing in this article shall be construed so as to impair any cause of action, or legal or equitable remedy therefor, of any person or the public, or the Village, for injury or damage arising from the discharge, emission or release from any source whatsoever of such quantities of any material in such place, manner or concentration as to constitute a nuisance under applicable law. (Ord. No. 1509, § 1; Ord. No. 2434, § 8.)

**Section 13.23. through 13-33. Reserved.**

(3951, Amended, 06/30/1997)

**Section 13.33DIV. Division 2. Air Pollution Control****Section 13.34. Short title.**

This Division may be cited and referred to for all purposes as the "Downers Grove Air Pollution Control Ordinance." (Ord. No. 1509, § 1.)

**Section 13.35. Open burning prohibited; exceptions.**

It shall be unlawful to burn or cause the burning at any location within the Village of any paper, cardboard, leaves, twigs, branches, wood, grass, grass clippings or other refuse from farming or gardening, or other combustible materials of any nature whatsoever, except as follows:

(a) Burning any combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose; provided, that any refuse-burning incinerator installed in any residence building shall comply with the rules and regulations of the state air pollution control board as the same may from time to time be in effect;\*

## Downers Grove Municipal Code

(b) Burning charcoal briquettes, natural gas, propane, approved wood, or commercially prepared seasoned wood chips in conjunction with any of the foregoing for cooking purposes, provided, however that the following restriction shall apply to multi-family buildings (excluding Townhomes):

1. Charcoal burners and other uncovered open flame cooking devices shall not be operated;

2. Burning of charcoal briquettes, approved wood or commercially prepared seasoned woodchips shall not be allowed.

(c) Burning combustible materials in a high temperature incinerator providing complete combustion and complying with the rules and regulations of the state air pollution control board as the same may from time to time be in effect;

(d) Burning approved wood, as defined in paragraph (g), in an outdoor bonfire at a gathering conducted by religious, educational or other not-for-profit organization; provided, that a permit therefor is previously issued by the Fire Prevention Bureau and that such bonfire is attended by adult supervision and adequate safety equipment as approved by the Fire Prevention Bureau; and

(e) Burning any combustible material other than those listed in the first paragraph herein for recognized silvicultural or range or wildlife management practices or prevention or control of disease or pests; provided, (1) that the Fire Prevention Bureau shall find that the burning thereof will not constitute a danger to the health, safety and welfare of the citizens and residents of the Village or of other communities surrounding the Village, or constitute a danger of air pollution in any other respect, (2) that the Fire Prevention Bureau shall issue a permit therefor, and (3) that any such burning shall be attended by adequate personnel and safety equipment as approved by the Fire Prevention Bureau.

(f) Burning approved wood in an approved container for recreational campfires, as defined in paragraph (g) in a safe and controlled manner. Provided that;

(1) Such fire shall be under the control of and attended at all times by a person 18 years of age or older.

(2) A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water in sufficient quantity shall be available for immediate use.

(3) Such fire shall at all times be safely managed and shall not be permitted to create excessive flames, flying cinders or smoke.

(4) Such fire shall be located in an area separated from any structure by not less than fifteen (15) feet.

(5) Such fire shall not be used in such a manner as to emit offensive or objectional smoke or odors or when other circumstances make such fires hazardous.

(6) At no time shall such fire be utilized for waste disposal purposes.

(g) For purposes of this Section the following definitions apply:

*Approved Container.* A commercially manufactured device specifically designed, intended, advertised, and utilized for the purpose of recreational campfires, such as chimneas and outdoor fireplaces. Such container must be located above ground and in no event shall be built into the ground or located below grade.

*Approved Wood.* Seasoned dry firewood of dimensions appropriate to safely fit within the container. In particular, but without limitations, approved wood shall not include any green or fresh vegetation materials; nor shall it include any leaves, grass, bushes, roots or other similar materials, nor shall it include any construction materials, such as treated woods, plywood or pressure-treated wood, or any other materials which produce excessive smoke, cinders or other emissions characteristic of non-seasoned wood.

*Bonfire.* A safely conducted and controlled outdoor fire utilized for ceremonial purposes.

*Recreational Campfire.* A safely conducted and controlled outdoor fire utilized for comfort or relaxation. (Ord. No. 1509, § 1; Ord. No. 2434, § 9; Ord. No. 2857, § 9.)

\*See State of Illinois Air Pollution Control Requirements Technical Release No. 140-2, dated October, 1969, and subsequent releases.

(Ord. 4728, Amended, 12/06/2005; Ord. 4696, Amended, 07/05/2005; Ord. 4662, Amended, 04/05/2005; 4465, Amended, 12/17/2002; 3429, Amended, 01/27/1992)

**Section 13.36. Emissions of smoke and particulate matter restricted.**

(a) For the purpose of this section, (1) the term "Ringelmann number" shall mean and refer to the method of determining density of smoke described in United States Bureau of Mines Circular No. 8333, a copy of which is on file and available for public inspection in the office of the Village Clerk, and (2) the term "smoke unit" shall mean the Ringelmann number of the density of the smoke being emitted from a particular source (or the next lower number if such smoke is of a density which falls between two Ringelmann numbers) multiplied by the number of minutes, or fractions thereof, of emission of such smoke.

(b) It shall be unlawful for any person owning or operating any fuel-burning combustion or process equipment at any location in the Village to cause or permit such equipment to discharge into the atmosphere during any period of sixty consecutive minutes more than ten smoke units having a density in excess of the density designated as Ringelmann Number 2; except, that:

(1) During fire-cleaning periods, smoke having a density of not in excess of the density designated as Ringelmann Number 3 shall be permitted for a period or periods not in excess of an aggregate of four minutes during any period of sixty consecutive minutes; and

(2) Smoke having a density in excess of the density designated as Ringelmann Number 2 may be emitted under and in accordance with a written permit issued by the bureau of fire prevention upon written application, for temporary periods not exceeding thirty days (subject to renewal); provided, that the bureau of fire prevention shall find that special or unusual circumstances exist which justify the issuance of such permit, and that the issuance of such permit will not violate applicable federal, state or county air pollution control laws, ordinances, regulations or standards. (Ord. No. 1509, § 1; Ord. No. 2434, § 9; Ord. No. 2857, § 9)

**Section 13.37. Air pollution prohibited.**

It shall be unlawful for any person directly or indirectly to cause the release into the atmosphere at any place within the corporate limits of the Village any odorous matter, toxic matter, particulate matter, fumes, vapors, dust or other similar airborne matter or gas in violation of any applicable laws, ordinances, rules or regulations of the United States of America or any department or agency thereof, or of the state or any department or agency thereof (including the state air pollution control board), or of the county or any department or agency thereof, as the same may from time to time be in force and effect. (Ord. No. 1509, § 1.)

**Section 13.37ART. Article V. Smoke Free Illinois Act**

(Ord. 4927, Amended, 11/20/2007)

**Section 13.38. Smoke Free Illinois Act, Adopted.**

The regulations of the Smoke Free Illinois Act, 410 ILCS 82/1 et seq., effective January 1, 2008, as amended, are hereby incorporated and adopted by reference. (Ord. No. 1886, § 1.)

(Ord. 4927, Amended, 11/20/2007, Effective January 1, 2008 (Smoking Bar))

**Section 13.39. Reserved.**

(Ord. No. 1886, § 1; Ord. No. 2098, §§ 1, 2; Ord. No. 2322, §§ 2, 3; Ord. No. 3329, § 1.)

(Ord. 4927, Amended, 11/20/2007, Effective January 1, 2008 (Smoking Ban); Ord. 4852, Amended, 02/20/2007, his to his/her(s))

# Chapter 7

## OPEN BURNING

### 6-7-1: LEGISLATIVE DECLARATION:

The President and Board of Trustees find that the pollution of the air of this Village constitutes a menace to public health and welfare, creates public nuisances, adds to cleaning costs, accelerates the deterioration of materials, adversely affects agriculture, business, industry, recreation, climate and visibility, depresses property values and offends the senses.

It is the purpose of this chapter to restore, maintain and enhance the purity of the air of this Village in order to protect health, welfare, property and the quality of life and to assure that no air contaminants are discharged into the atmosphere without being given the degree of treatment of control necessary to prevent pollution. (Ord. 81-O-42, 12-14-1981)

### 6-7-2: DEFINITIONS:

As used in this chapter, unless the context otherwise requires, the following words and terms shall be construed as herein defined:

**AIR POLLUTION:** The presence in the atmosphere of one or more contaminants in sufficient quantities and of such characteristics and duration as to be injurious to human, plant or animal life, to health or to property or to unreasonably interfere with the enjoyment of life or property.

**CONTAMINANT:** Any solid, liquid or gaseous matter, any odor or any form of energy, from whatever source.

**GARBAGE:** Waste resulting from the handling, processing, preparation, cooking and consumption of food, and the waste from the handling, processing, storage and sale of produce.

**OPEN BURNING:** The combustion of any matter in the open or in an open dump.

**PERSON:** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, State agency or any other legal entity, or their legal representative, agent or assigns.

**REFUSE:** Any garbage or other discarded material, including solid, liquid, semi-solid or containing gaseous material. (Ord. 81-O-42, 12-14-1981)

### 6-7-3: ACTS PROHIBITED:

No person shall:

(A) Cause or threaten to allow the discharge or emission of any contaminant into the environment in the Village so as to cause or tend to cause air pollution in the Village, either alone or in



combination with contaminants from other sources, or so as to violate regulations and standards adopted by the Pollution Control Board of the State of Illinois.

- (B) Construct, install or operate any equipment, facility, vehicle, vessel or aircraft capable of causing or contributing to air pollution or designed to prevent air pollution, of any type designated by the regulations of the Illinois Pollution Control Board, without a permit granted by the Environmental Protection Agency of the State of Illinois, or in violation of any conditions imposed by such permit.
- (C) Cause or allow the open burning of refuse, conduct any salvage operation by open burning, or cause or allow the burning of any refuse in any chamber not specifically designed for the purpose and approved by the Environmental Protection Agency of the State of Illinois pursuant to regulations adopted by the Illinois Pollution Control Board; except that the Illinois Pollution Control Board may adopt regulations permitting open burning or refuse in certain cases upon a finding that no harm will result from such burning, or that any alternative method of disposing of such refuse would create a safety hazard too extreme as to justify the pollution that would result from such burning.
- (D) Cause or allow the open burning of leaves, weeds, yard trimmings, yard debris and/or tree branches. (Ord. 81-O-42, 12-14-1981)

# Chapter 6

## OPEN BURNING

### 4-6-1: DEFINITIONS:

Terms used in this chapter shall have the following meanings:

**APPROVED CONTAINER:** A commercially manufactured device specifically designed, intended, advertised, and utilized for the purpose of recreational campfires, such as chimeneas and outdoor fireplaces. Such container must be located aboveground and in no event shall be built into the ground or located below grade.

**APPROVED WOOD:** Seasoned dry firewood of dimensions appropriate to safely fit within the container. In particular, but without limitations, approved wood shall not include any green or fresh vegetation materials; nor shall it include any leaves, grass, bushes, roots or other similar materials, nor shall it include any construction materials, such as treated woods, plywood or pressure treated wood, or any other materials which produce excessive smoke, cinders or other emissions characteristic of nonseasoned wood.

**BONFIRE:** A safely conducted and controlled outdoor fire utilized for ceremonial purposes.

**RECREATIONAL CAMPFIRE:** A safely conducted and controlled outdoor fire utilized for comfort or relaxation. (Ord. 2011-45, 9-8-2011)

### 4-6-2: OPEN BURNING PROHIBITED:

It shall be unlawful to burn or cause the burning at any location within the village of any paper, cardboard, leaves, twigs, branches, wood, grass, grass clippings, refuse from farming or gardening, or other refuse or other combustible materials of any nature whatsoever, except as hereinafter permitted in section [4-6-3](#) of this chapter. (Ord. 2011-45, 9-8-2011)

### 4-6-3: PERMITTED EXCEPTIONS:

Notwithstanding the prohibitions set forth in section [4-6-2](#) of this chapter, the following burning is expressly permitted:

- A. Burning any combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose; provided, that any refuse burning incinerator installed in any residence building shall comply with the rules and regulations of the Illinois pollution control board as the same may from time to time be in effect.
- B. Burning charcoal briquettes, natural gas, propane, approved wood, or commercially prepared seasoned wood chips in conjunction with any of the foregoing for cooking purposes, provided, however that the following restriction, shall apply to multi-family buildings (excluding townhomes):

1. Charcoal burners and other uncovered open flame cooking devices shall not be operated;
  2. Burning of charcoal briquettes, approved wood or commercially prepared seasoned wood chips shall not be allowed.
- C. Burning combustible materials in a high temperature incinerator providing complete combustion and complying with the rules and regulations of the Illinois pollution control board as the same may from time to time be in effect.
- D. Burning approved wood, in an outdoor bonfire at a gathering conducted by religious, educational or other not for profit organization; provided, that a permit therefor is previously issued by the fire code official and that such bonfire is attended by adult supervision and adequate safety equipment as approved by the fire code official.
- E. Burning any combustible material other than those listed in the first paragraph herein for recognized silvicultural or range or wildlife management practices or prevention or control of disease or pests; provided:
1. That the fire code official shall find that the burning thereof will not constitute a danger to the health, safety and welfare of the citizens and residents of the village or of other communities surrounding the village, or constitute a danger of air pollution in any other respect;
  2. That the fire code official shall issue a permit therefor; and
  3. That any such burning shall be attended by adequate personnel and safety equipment as approved by the fire code official.
- F. Burning approved wood in an approved container for recreational campfires, in a safe and controlled manner, provided that:
1. Such fire shall be under the control of and attended at all times by a person eighteen (18) years of age or older;
  2. A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water in sufficient quantity shall be available for immediate use;
  3. Such fire shall at all times be safely managed and shall not be permitted to create excessive flames, flying cinders or smoke;
  4. Such fire shall be located in an area separated from any structure by not less than fifteen feet (15');
  5. Such fire shall not be used in such a manner as to emit offensive or objectional smoke or odors or when other circumstances make such fires hazardous; and
  6. At no time shall such fire be utilized for waste disposal purposes. (Ord. 2011-45, 9-8-2011)

#### **4-6-4: PENALTY:**

Any person charged with a violation of section [4-6-2](#) of this chapter may, in lieu of prosecution for a

violation thereof, make payment in accordance with section [1-4-2](#) of this code. (Ord. 2011-45, 9-8-2011)

**From:** [Dan Gombac](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** FW: Outdoor Fire Pits and Fireplaces  
**Date:** Monday, June 8, 2020 9:33:09 AM  
**Attachments:** [image001.png](#)  
[Fire Pits.pdf](#)

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Another b/u

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**From:** Sam Barghi <sbarghi@carolstream.org>  
**Sent:** Friday, June 5, 2020 8:16 AM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: Outdoor Fire Pits and Fireplaces

Good Morning Dan—

Both fire pits and outdoor fireplaces are allowed in the Village of Carol Stream, and we have not received any complaints about these types of structures. Attached is our Fire District's handout that highlights rules and guidelines for fire pits/outdoor fireplaces.

Additionally, fire pits do not require a permit to be installed, but permits are required for outdoor fireplaces. Here is the permit process, according to our Community Development Department:

"If they are installing a fire place, they should contact our office, complete a type C permit application, pay the permit fee of \$128.00 (a \$200 bond may be required), and submit a copy of the plat of survey with the location size and distance to property lines shown. If they are installing a patio as well, there will be additional permit fees. The applications are a duplicate form here at the village hall. They are not available online as of yet."

The relevant section in our Code is below (§ 16-12-1 (C)):

(C) Except as otherwise regulated herein, an accessory building, structure or use hereafter established, erected, altered, enlarged or moved on a lot shall conform with the following.

(1) *Height.* No residential accessory building, including detached garages, shall be more than one story, or 15 feet in height in accordance with the definition of building height set forth elsewhere in this code, except as follows: no shed or storage building for garden equipment and household items accessory to residential structures shall be more than one story, nor more than 13 feet in height at its highest elevation. The height of a shed or storage building specified herein shall be the maximum height allowable, notwithstanding the definition of building height set forth elsewhere in this code.

(2) *Location.* An accessory building or structure, either detached from or attached to the principal building, shall not be located in a front yard, interior side yard or side yard abutting a

street, except for permitted obstructions as set forth elsewhere in division (C)(3) below and § [16-12-2\(C\)](#). There shall be a minimum separation of five feet between a detached storage structure and the principal building. Above-ground service facilities shall be located in accordance with the regulations contained in § [16-5-7](#).

(3) *Setbacks.*

(a) A detached accessory building or structure, including sheds, playhouses, greenhouses, gazebos, detached decks, swimming pools, detached garages and storage buildings, shall not be located closer than five feet to the interior side or rear lot line.

(b) On a reverse corner lot, a detached accessory building or structure may be located not nearer to the rear lot line than the distance of the required side yard for the lot adjoining the rear lot line, and not nearer to the side street line than the required front yard on such a lot adjoining the rear lot line.

(c) Gazebos, outdoor fireplaces, playground equipment, sheds, playhouses, greenhouses, storage buildings, swimming pools, patios, decks and terraces may be located within a side yard adjacent to a street, not less than 15 feet from the lot line adjacent to the street, if the yard is enclosed with an allowable solid fence a minimum of four feet in height.

...

Please let me know if you need anything else.

Thank you,  
Sam

--

**Sam Barghi**  
Public Works Management Analyst | Village of Carol Stream  
124 Gerzevske Lane | Carol Stream, IL 60188

Direct: 630.871.6273 | Office: 630.871.6260  
Fax: 630.462.3650 | E-mail: [sbarghi@carolstream.org](mailto:sbarghi@carolstream.org)



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**From:** Phil Modaff <[pmodaff@carolstream.org](mailto:pmodaff@carolstream.org)>  
**Sent:** Thursday, June 4, 2020 1:31 PM  
**To:** Sam Barghi <[sbarghi@carolstream.org](mailto:sbarghi@carolstream.org)>  
**Subject:** FW: Outdoor Fire Pits and Fireplaces

Please check Ordinance and/or with CommDev or Police and respond to Dan's inquiry.

---

**From:** [dmmcpubworks@googlegroups.com](mailto:dmmcpubworks@googlegroups.com) <[dmmcpubworks@googlegroups.com](mailto:dmmcpubworks@googlegroups.com)> **On Behalf Of** Dan Gombac  
**Sent:** Thursday, June 4, 2020 9:46 AM  
**To:** [dmmcpubworks@googlegroups.com](mailto:dmmcpubworks@googlegroups.com)  
**Subject:** [DMMC PubWorks List] Outdoor Fire Pits and Fireplaces

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you

recognize the sender and know the content is safe.

Good morning to All,

Recently a resident requested the City to prohibit all outdoor fire pits and fireplaces. I wanted to reach out to the group for feedback as to what your communities allow or prohibit. Also, has anyone ever had a similar request?

Thanks

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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To unsubscribe from this group and stop receiving emails from it, send an email to [dmmcpubworks+unsubscribe@googlegroups.com](mailto:dmmcpubworks+unsubscribe@googlegroups.com).

To view this discussion on the web visit

<https://groups.google.com/d/msgid/dmmcpubworks/db11ea42768a49b7ba90799f9c3812b6%40COD-EX00.cod.darien.il.us>.

## CHARCOAL GRILLS

IFC 308.1.4

*\* When lighting a grill, the safest fire starters are chemicals in cake form or an electric charcoal starter.*

*\* Never add fire starter after you have started your grill. The heat could ignite the stream of liquid and burn back into the can, causing serious burns. To speed a slow fire, tuck dry kindling under the charcoal.*

*\* After cooking, soak the coals in water. Dispose of charcoal in a metal container with a tight lid. Many fires are started because hot coals, thought to be cool, were dumped in the trash.*

*\* A bag of damp or wet charcoal should be immediately disposed of, as it can spontaneously combust.*

## GAS GRILLS

IFC 308.1.4

*\* Follow lighting instructions carefully.*

*\* Check tank hose connection for tightness.*

*\* Check hoses for cracks, splits and leaks.*

*\* Do not use grill if any leaks are present.*

*\* Gas grills are not allowed on balconies of multi-family units.*  
IFC 308.1.4

*\* If you store a spare tank, keep the safety plug tight, and store the tank in a cool, well-ventilated area.*

We hope you enjoy a safe and delicious outdoor cooking season!

FOR FURTHER INFORMATION CONTACT  
THE FIRE PREVENTION BUREAU AT  
630-668-4836  
OR  
[www.carolstreamfire.org](http://www.carolstreamfire.org)



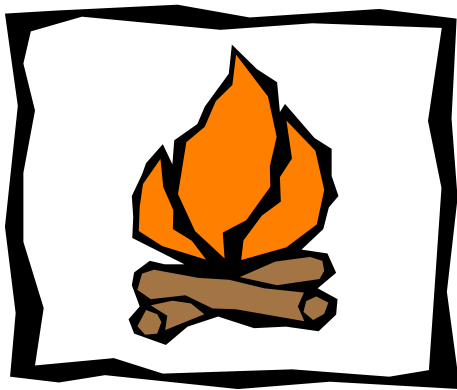
**OPEN  
BURNING**

**RECREATIONAL  
FIRES**

**PORTABLE  
OUTDOOR  
FIREPLACES**

**OUTDOOR  
COOKING**





## OPEN BURNING OUTDOOR FIREPLACES AND FIRE PITS

Every year many fires are started, and many injuries occur, when small fires being used for recreational purposes or for the disposal of trash and landscape material get out of control or are left unattended and the fire spreads to nearby structures or vehicles. To control this hazard the following provisions are made in the fire prevention codes.

### *OPEN BURNING IS PROHIBITED!*

IFC 307.1.1

\* *Outdoor Fireplaces are allowed for recreational fires at residences only.*

\* *Outdoor Fireplaces are not allowed for recreational fires at multi-family residences.*

\* *Only clean, dry, seasoned firewood shall be used as fuel.*

\* *Recreational fires shall not be used to dispose of landscape material such as leaves, shrubbery, and grass.*

\* *Recreational fires shall not be used for the disposal of building materials, refuse or other trash.*

\* *Recreational fires in Outdoor Fireplaces or Fire Pits shall be attended constantly until the fire is extinguished.*

\* *Outdoor Fireplaces shall be located a minimum of 15 feet from any structure. This includes homes, decks, yard sheds, fences, and swimming pools.*

IFC 307.4.3

\* *Outdoor Fireplaces shall be located on a noncombustible surface or in areas where vegetation has been cleared away in accordance with the restrictions for outdoor fireplaces.*

IFC 308.1.4

\* *Portable Fire shall be 9 square feet maximum with no one side longer than 3 feet. Circular Fire Pits shall be a maximum of 3 feet in diameter. No more than 24 inches deep.*

\* *Combustible grass, vegetation and landscaping shall be cleared*

*away a minimum of 36 inches from all sides of the fire pit.*

## OUTDOOR COOKING

Everybody loves an outdoor barbecue. However, outdoor cooking can also lead to tragedy when carelessness causes serious burns. The CAROL STREAM FIRE DISTRICT offers the following safety checklist to use when cooking outdoors.

\* *Make sure the barbecue grill is level, steady and on a Non-combustible surface. Keep a container of water nearby.*

\* *Keep small children away from the barbecue grill.*

\* *Grills should never be brought inside a house, tent, or recreational vehicle, because of the danger of carbon monoxide poisoning in sealed or confined areas.*

\* *Barbecue Grills shall not be operated on balconies or patios within 10 feet of the building or balcony above.*

IFC 308.1.4

**From:** [Dan Gombac](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** FW: [DMMC PubWorks List] Outdoor Fire Pits and Fireplaces  
**Date:** Thursday, June 4, 2020 3:53:33 PM

---

Add below to Fireplace Pits Agenda

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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---

**From:** Howard Killian <Howard.Killian@elmhurst.org>  
**Sent:** Thursday, June 4, 2020 9:59 AM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** Re: [DMMC PubWorks List] Outdoor Fire Pits and Fireplaces

## **16.08 - Open burning, outdoor fireplaces and firepits.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Definitions. Certain terms used in this Section shall have the following meanings unless their context or use clearly indicates otherwise:

---

"Open Burning" shall mean the setting, ignition or maintenance of a **fire** at an outdoor location whether placed or contained in an Outdoor or Portable Fireplace or otherwise.

"Outdoor Fireplace" shall mean a device used primarily or exclusively for recreational burning or cooking, constructed of masonry, metal or stone. This device shall conform to the IRC requirements for clearances as well as all zoning requirements. The device shall also conform to the manufacturers' specifications for installation.

"Outdoor Permanent Firepit" shall mean a device used primarily or exclusively for recreational burning or cooking, constructed of masonry or stone. Any permanent **fire pit** using solid fuels shall follow the requirements listed in subsection (c)2. Exception: A **fire pit** using propane or natural gas can be located not less than ten (10) feet away from any structure. NOTE: At no time shall solid fuels be used in a firepit that was designed and intended to be operated with propane or natural gas.

"Outdoor Portable Firepit" shall mean a device used primarily or exclusively for recreational burning or cooking, constructed of metal, masonry or stone. All outdoor portable **fire pits** shall comply with the requirements listed in subsection (c)2.

"Approved Fuel" shall mean propane, natural gas, charcoal or seasoned logs. Charcoal or

logs shall be of a size which can reasonably fit in an Outdoor or Portable Fireplace.

■ Permit Required. Open burning shall be unlawful without first obtaining a permit therefor (b) from the Fire Chief. The Fire Chief shall issue such permit on the condition that the requirements of this Section be complied with. The Fire Chief shall revoke such permit upon a finding that the permittee has failed or refused to comply with this Section.

Requirements for Outdoor/Portable Fireplaces and Firepits.

(c) An Outdoor or Portable Fireplace and/or Firepit shall be used only with an Approved  
1. Fuel; the burning of yard waste, lumber, leaves, grass, paper, cardboard, unseasoned logs, garbage, refuse, trash or like manner of things is prohibited;

2. Outdoor or Portable Fireplaces and/or Firepits shall be used and located only in an area separated from any structure by not less than fifteen (15) feet; the fire box of such fireplaces shall be located above ground; in no event shall the fire box be built into the ground or located below grade;

3. An Outdoor or Portable Fireplace and/or Firepit shall be constantly tended by a person over the age of seventeen (17) years when in use until the fire is extinguished. A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water in sufficient quantity shall be available for immediate use.

4. No Outdoor or Portable Fireplace and/or Firepit shall be used in such a manner as to emit offensive or objectionable smoke or odors or when atmospheric conditions or other circumstances make such fires hazardous.

(d) Exemption. No provision of this Section shall prohibit or require a permit for the use of outdoor fireplaces, charcoal grills, burners or like devices when used solely for the cooking of food. These devices shall be kept a safe distance from any structure.

(9/2/97)

(Ord. No. 07-2014, § 1, 7-7-2014)

**Editor's note**— Ord. No. 07-2014, § 1, adopted July 7, 2014, amended the title of [§ 16.08](#) to read as set out herein. Previously [§ 16.08](#) was titled open burning.

Howard A Killian, PE  
Public Works Director  
City of Elmhurst  
209 North York Street  
Elmhurst, IL 60126  
630-530-3041

**From:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**To:** "[dmmcpubworks@googlegroups.com](mailto:dmmcpubworks@googlegroups.com)" <[dmmcpubworks@googlegroups.com](mailto:dmmcpubworks@googlegroups.com)>  
**Date:** 6/4/2020 9:45 AM  
**Subject:** [DMMC PubWorks List] Outdoor Fire Pits and Fireplaces

Good morning to All,

Recently a resident requested the City to prohibit all outdoor fire pits and fireplaces. I wanted to reach out to the group for feedback as to what your communities allow or prohibit. Also, has anyone ever had a similar

request?

Thanks

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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**From:** [Joseph Hennerfeind](#)  
**To:** [Regina Kokkinis](#); [Dan Gombac](#)  
**Subject:** FW: Open Burning  
**Date:** Tuesday, June 9, 2020 9:15:51 AM

---

Westmont info – not really helpful to us.

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**From:** Jason Vitell <jvitell@westmont.il.gov>  
**Sent:** Friday, June 5, 2020 1:07 PM  
**To:** Joseph Hennerfeind <jhennerfeind@darrienil.gov>  
**Subject:** Re: Open Burning

Nice to hear from you, Joe - don't be a stranger.

For Westmont, the relevant code sections include:

- 2012 IFC (International Fire Code), Section 307 (Open Burning, Recreational Fires, and Portable Outdoor Fireplaces)
- Municipal Code Chapter 42, Article IV, Division 2, Sec. 42-190. - Prescribed burns

Below is the body of the email I sent to the FD and CD Director:

I wanted to take this opportunity to advise you all on how we process permits involving "fire pits".

#### Background

For some reason, there has been much unfounded controversy with and, in my opinion, misinterpretation over the term "fire pit" - which actually does not appear anywhere in Section 307 of the 2012 IFC. Only the terms "open burning", "bonfires", "recreational fires", and "portable outdoor fireplaces" appear (along with several "exceptions").

As such, the following determinations have previously been made me:

- Natural gas burning/fed fire features or pits (a.k.a. "outdoor fireplaces") are not subject to FPB review or inspection. (Just as a natural gas fed built-in barbecue grill would not be.)
- Portable outdoor fireplaces utilized at one and two-family dwellings are not subject to FPB review or inspection, per Section 307.4.3(Exception).
- "Outdoor Fireplaces" (a.k.a. constructed "fire pits") having a diameter of 3 feet or less and a pile height of 2 feet or less are not subject to FPB review and inspection as they are not deemed "Recreational Fires" per the definition in the IFC. In fact, CD staff requires these outdoor fireplaces to also have "Spark Arrestors" (a.k.a. screens) to further distinguish them from open burning, recreational fires, and bonfires. (These will continue to be required to maintain a 15 foot distance to combustible structures and property lines.) Additionally, actual fireplace constructions requiring footings, chimneys, etc. - will be subject to building code construction elements and zoning code bulk requirements as applicable or necessary by the reviewer.

Lastly, Municipal Code local ordinance adoption as specified Chapter 42, Article IV, Division 2, Sec. 42-190. - Prescribed burns and the referenced IFC "regulations" - do not apply to one and two-family

properties. Only commercial and multifamily properties and businesses and/or when triggered by excessive fire loads or LP gas capacities reach certain amounts (as indicated in the IFC).

Summation

The Fire Prevention Bureau will not receive for review, comment or inspection any "fire pits", "outdoor fireplaces", or "portable outdoor fireplaces" involving *one and two-family properties* as described above.

Note: This in no way diminishes the authority or responsibilities of the FPB or FD, it only clarifies the distinction between subject purviews.

I hope that this helps.

**Jason Vitell**

Building Commissioner

**Beginning November 1, 2019 - Fire Department "deferred" submittals are no longer acceptable** - all plans shall be submitted for review at the start of a project along with any other sets. Permits will not be issued until all plan reviews are approved.

**Beginning January 1, 2020 - All permit submittals will require a non-refundable application fee of 0.4% (.004) of the construction cost (minimum fee \$100).** Permits submitted without this fee will not be accepted. (For example, projects with a construction cost of \$25,000 or lower will require the minimum fee of \$100, whereas, a construction cost of \$50,000 will require a \$200 application fee. Note: flat fee or express permit types only require a \$100 application fee.)

31 West Quincy Street  
Westmont, IL 60559  
(630) 981 - 6255  
[jvitell@westmont.il.gov](mailto:jvitell@westmont.il.gov)

On Fri, Jun 5, 2020 at 11:33 AM Joseph Hennerfeind <[jhennerfeind@darienil.gov](mailto:jhennerfeind@darienil.gov)> wrote:

Hey Jason – thanks for the return call. If you can send me that info I’d appreciate it. Hope all is well.

Joe

Joseph Hennerfeind, AICP  
Senior Planner  
[jhennerfeind@darienil.gov](mailto:jhennerfeind@darienil.gov)  
630-353-8113

City of Darien

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**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**June 15, 2020**

**Case**

PZC 2020-04      7729 Warwick Avenue      (Gombac)

**Ordinance** – see attached

**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.

**Meeting Schedule**

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.



# ZONING APPLICATION



**CITY OF DARIEN**  
1702 Plainfield Road, Darien, IL 60561  
[www.darienil.us](http://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 30<sup>th</sup> 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:

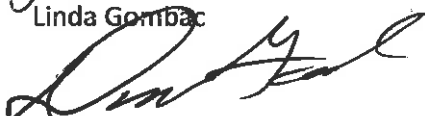
Linda Gombac - 630-660-7776 - [lgmed@att.net](mailto:lgmed@att.net)

Daniel Gombac - 630-514-2519 - [d.gombac@att.net](mailto:d.gombac@att.net)

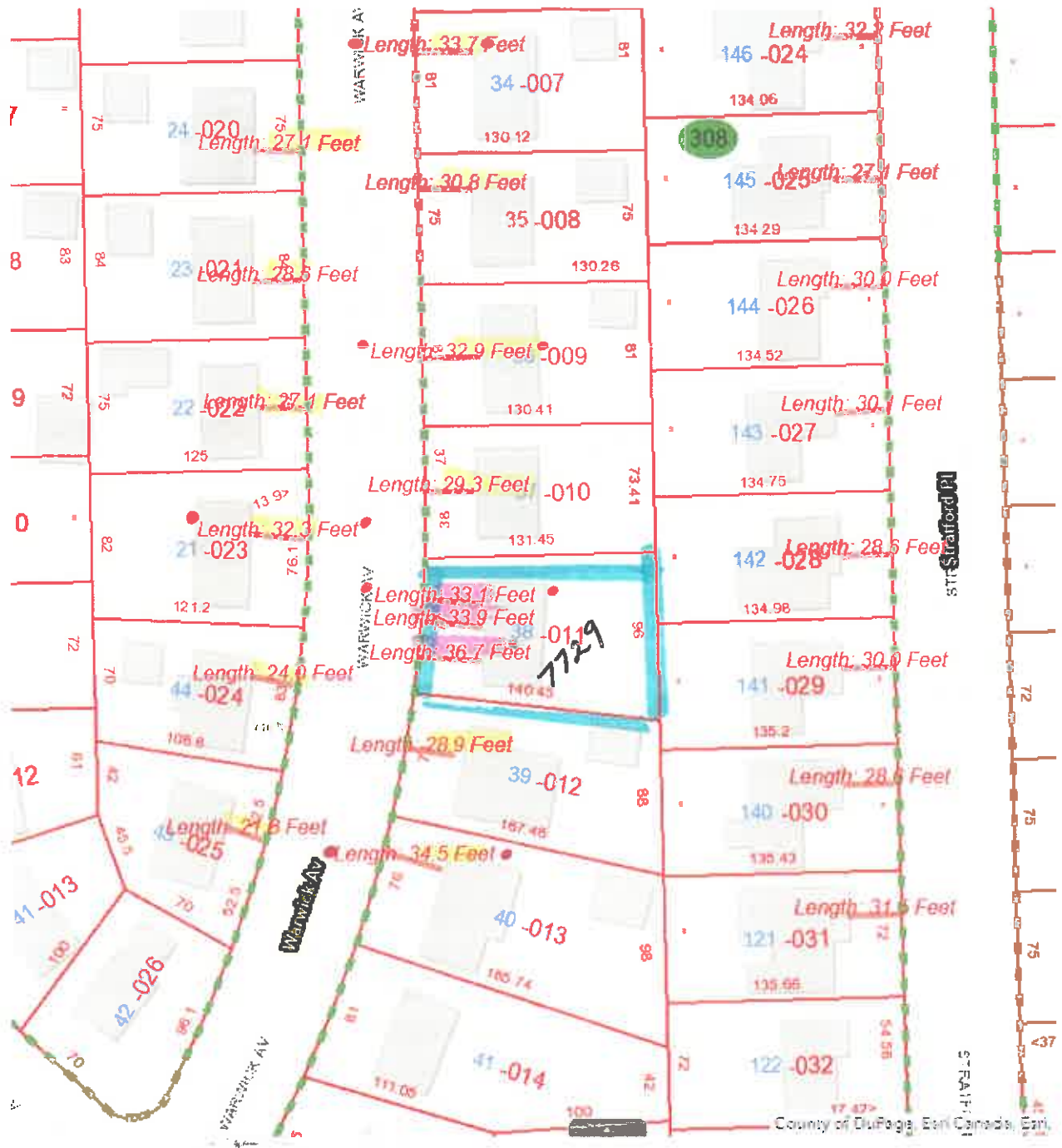
Sincerely,



Linda Gombac



Daniel Gombac



ATT A

EXISTING HOME 7729 Warwick Ave

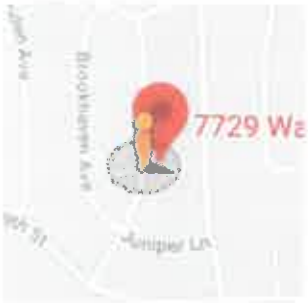


Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



ATT. B: Page 1-5





Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



Page 2-5



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



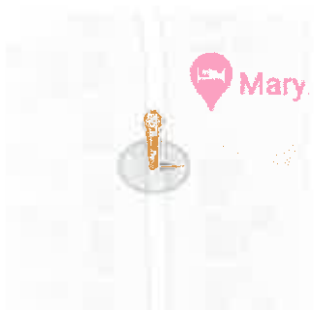


Image capture: Sep 2018 © 2020 Google

Darien, Illinois



Street View



Page 5-5



**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 2<sup>nd</sup> 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

Name \_\_\_\_\_

Address 7721 Warwick

Address \_\_\_\_\_

Name Dennis King

Name \_\_\_\_\_

Address 7721 Warwick

Address \_\_\_\_\_

Name Mary J. Ily

Name \_\_\_\_\_

Address 7717 Warwick

Address \_\_\_\_\_

Name Steven K Ily

Name \_\_\_\_\_

7717 WARWICK

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 ~~lgmm~~

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. A. 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 \_\_\_\_\_

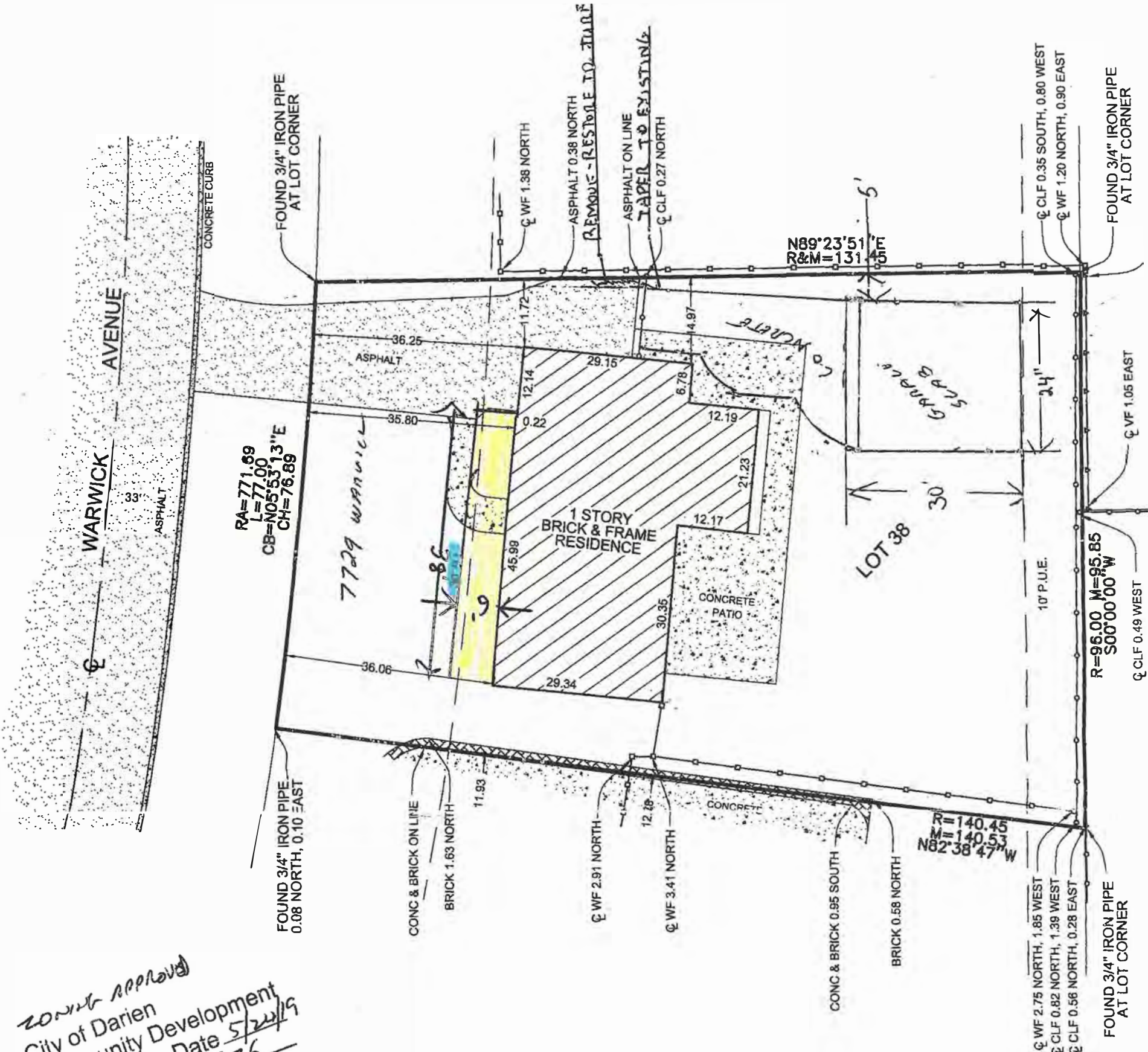


LOT 38 IN BRAUN AND ALDRIDGE, INCORPORATION'S RESUBDIVISION, A RESUBDIVISION OF PART OF BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JULY 21, 1959 AS DOCUMENT 932270 AND CERTIFICATE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

COMMON ADDRESS: 7729 WARWICK AVENUE, DARIEN.



1/4 -  
1/8 = 2.5'



*2019 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.

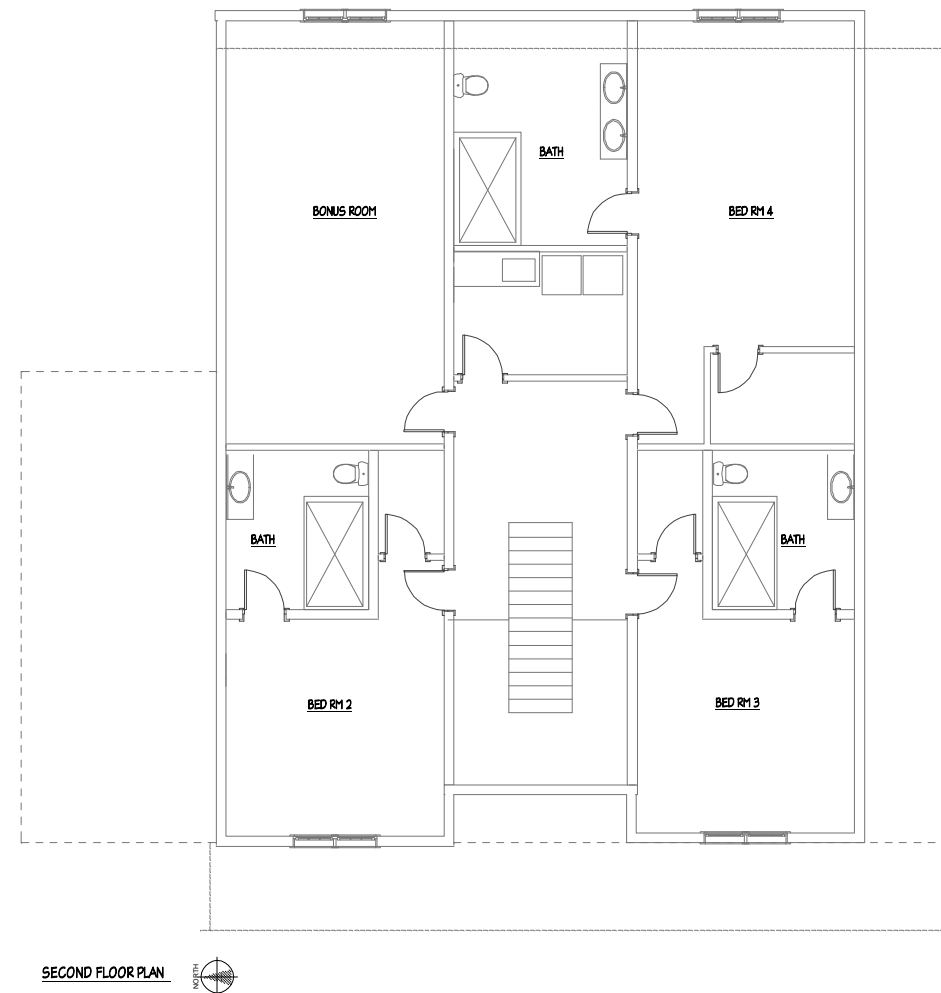
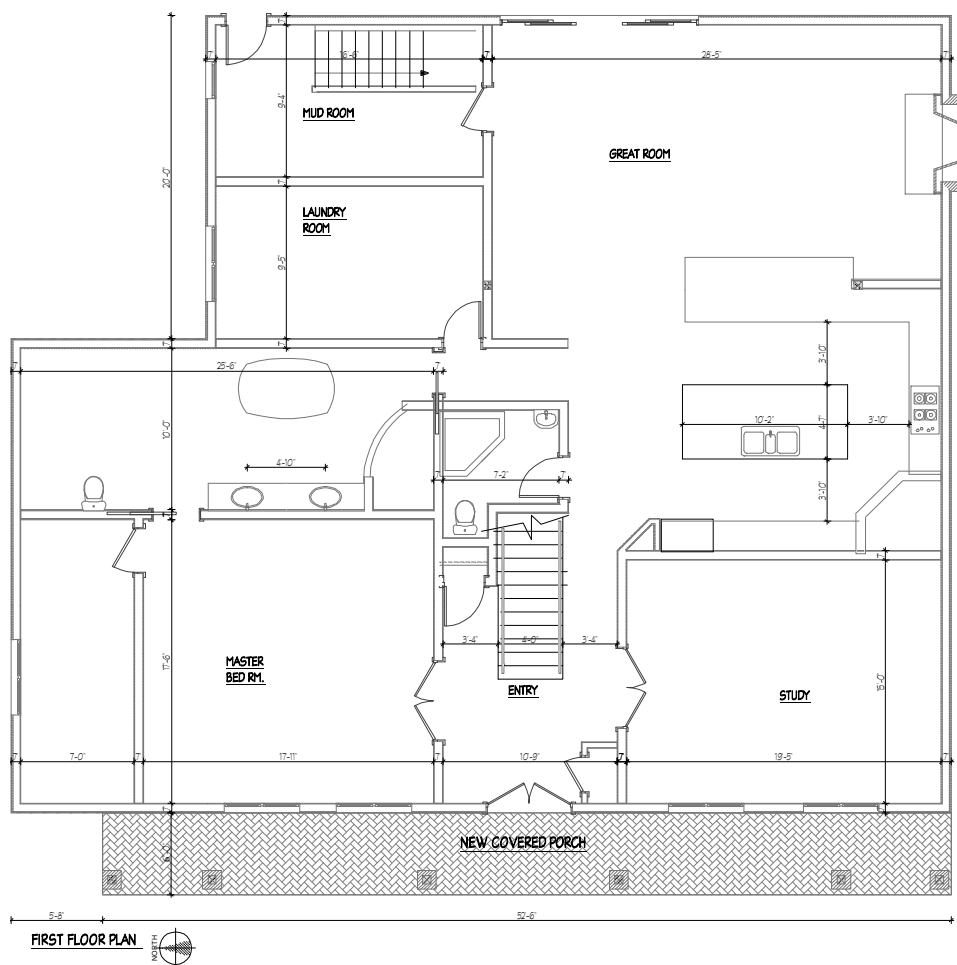
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

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





GOMBAC 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

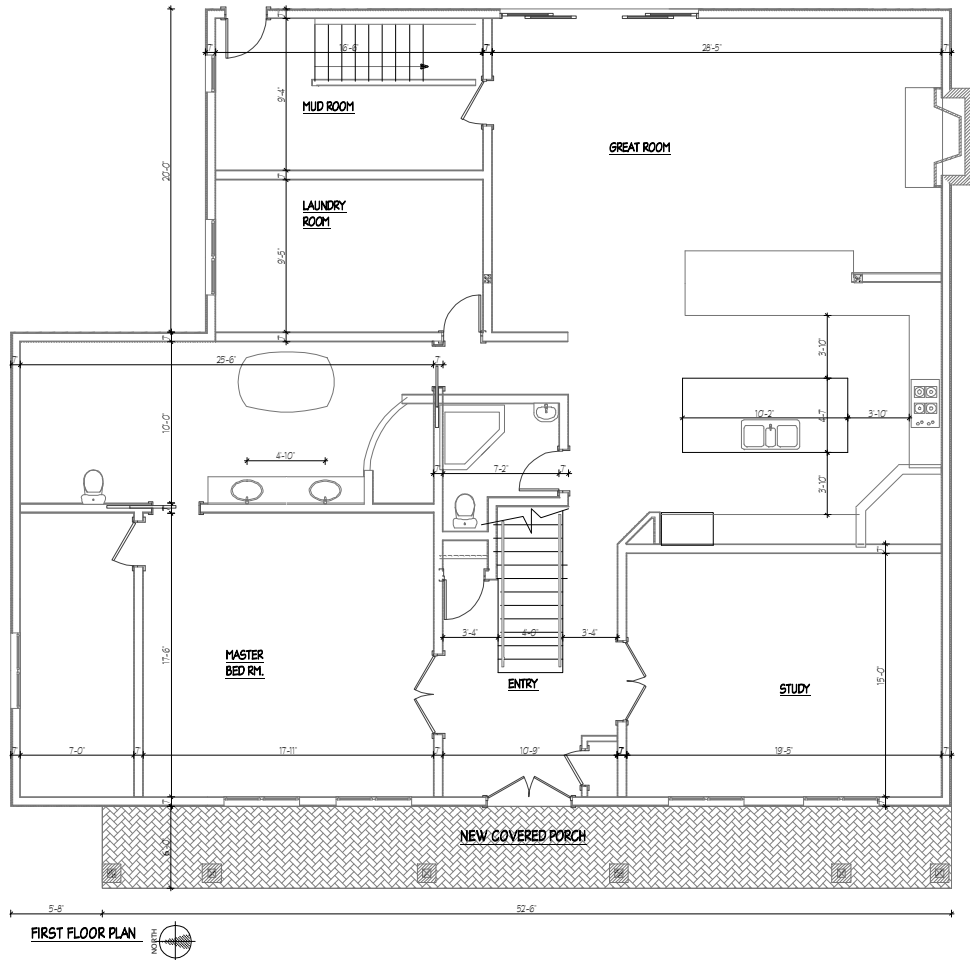
DO NOT SCALE DRAWINGS  
 CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ARCHITECTS, IN WRITING, OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME.

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

PLAN No.  
 SHEET No.









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

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

DuPage County, Illinois Web Site:  
[www.dupageco.org](http://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.

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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.

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**CITY OF DARIEN**  
**DU PAGE COUNTY, ILLINOIS**

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**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 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 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**Municipal Services Committee**  
**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](#)**

**STAFF RECOMMENDATIONS**

Staff 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!*

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>



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:

# Liquor Licenses Query

Class License	Business Name	Street #	Street Name	City, State Zip	License Numb
<b>A</b>	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>B</b>	Alpine Banquets, Inc.	8230	Cass Avenue	Darien, IL 60561	B-1
<b>C</b>	Carriage Way West	8700	Carriage Green Drive	Darien, IL 60561	C-1
<b>D</b>	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
<b>E</b>	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
<b>F</b>	Chuck E. Cheese	7409	Cass Avenue	Darien, IL 60561	F-1
<b>G</b>	Dry Dock	1125	North Frontage Roa	Darien, IL 60561	G-1
<b>H</b>	Café Smilga	2819	83rd Street	Darien, IL 60561	H-3
	Home Run Inn Corp.	7521	Lemont Road	Darien, IL 60561	H-1
<b>I</b>	Q Bar	8109-8115	Cass Avenue	Darien, IL 60561	I-1
<b>K</b>	Buona	7417	Cass Avenue	Darien, IL 60561	K-3
	Stella's Place	2415	75th Street, Unit C2	Darien, IL 60561	K-5
<b>M</b>	VFW	801	Plainfield Road	Darien	M-1
<b>N</b>	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit	Darien, IL 60561	N-1
<b>O</b>	Chuck's Southern Comforts Café and Banq	8025	Cass Avenue	Darien, IL 60561	O-1
<b>P</b>	Zazzo's Pizza and Catering	7360	Route 83	Darien, IL 60561	P-1
<b>Q</b>	Carmelite Gift Shop	8501	Bailey Rd	Darien, IL 6051	Q-1

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

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

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS 15<sup>th</sup> DAY OF JUNE, 2020**

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**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 15<sup>th</sup> day of June, 2020.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

**ATTEST:**

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**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/87<sup>th</sup> 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
<b>Sign 1 – Faces Southeast to intersection- 7' x 14' electronic message board</b>			
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
<b>Sign 2 – faces North to Cass Avenue - 6' x 12' electronic message board</b>			
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.

**Meeting Schedule**

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.



# ZONING APPLICATION

**CITY OF DARIEN**  
1702 Plainfield Road, Darien, IL 60561  
[www.darieni.us](http://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  
JMANOS@BANKFINANCIAL.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.)

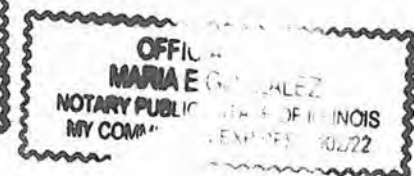
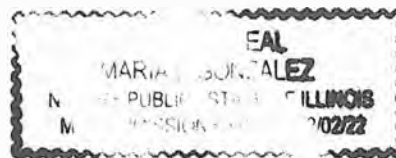
SIGN VARIATIONS TO CONSTRUCT 2 MARQUEE SIGNS  
@ CASS AND PLAINFIELD  
[Signature]

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 17<sup>th</sup> day of January 20

[Signature]  
Notary Public

For office use only	
Date Received:	<u>1/17/2020</u> / <u>2020-05</u>
Case Number:	<u>2020-01</u> / <u>2020-05</u>
Fee Paid:	<u>N/A</u>
Hearing Date:	<u>2/5/2020</u> / <u>6/3/2020</u>



**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. 95<sup>th</sup> 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:*** \_\_\_\_\_

\_\_\_\_\_  
***Rodney S. Hursh***

***Attest:*** \_\_\_\_\_

\_\_\_\_\_  
***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](mailto: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](http://www.dupageco.org)



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**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](#)

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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 Hennerfelnd](#)  
**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**

[REDACTED]  
Darien, IL 60561  
[REDACTED]

**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](mailto: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

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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

  
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

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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 75<sup>th</sup>. 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

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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  















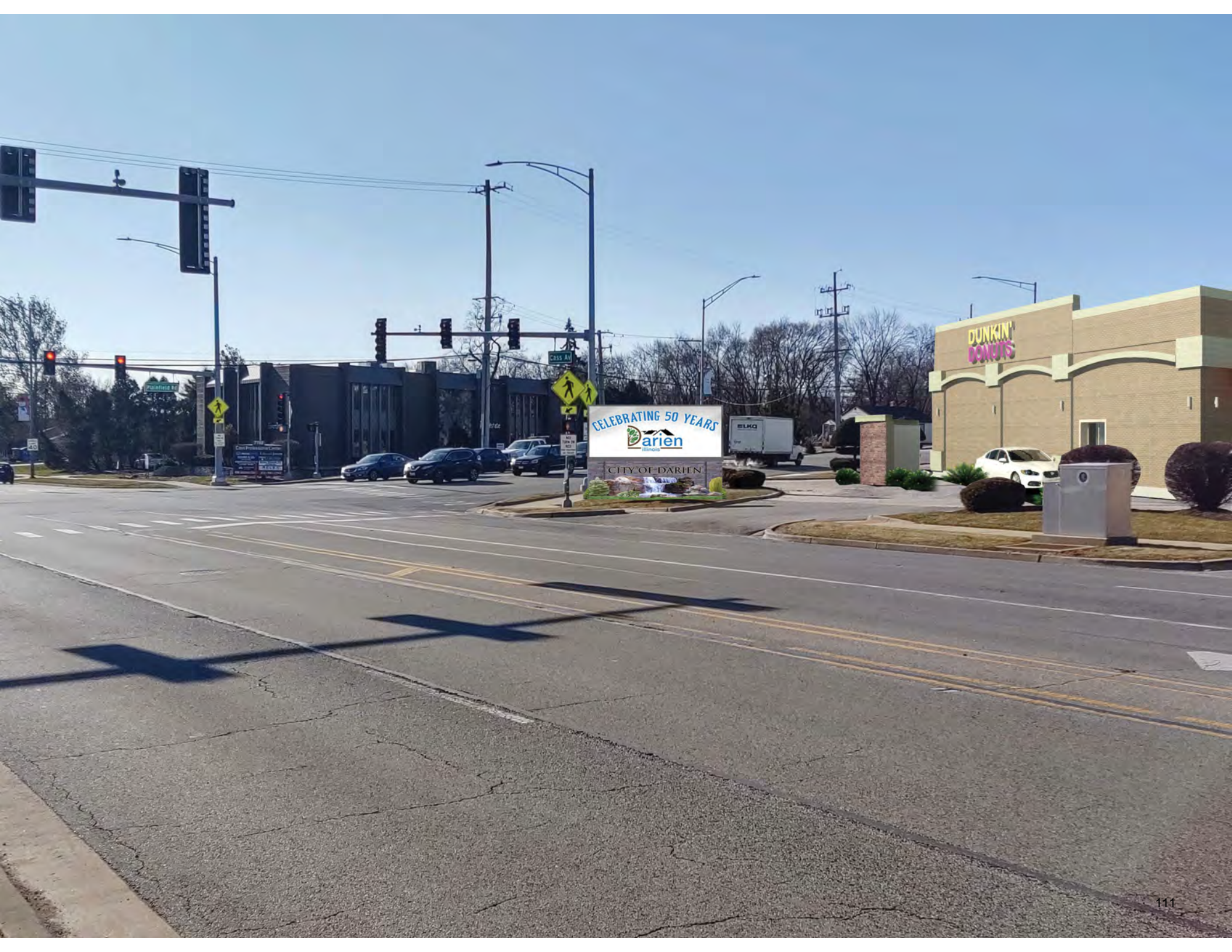










CELEBRATING 50 YEARS  
Darien  
Illinois  
CITY OF DARIEN

DUNKIN'  
DONUTS

CASS AV

Fairfield Rd











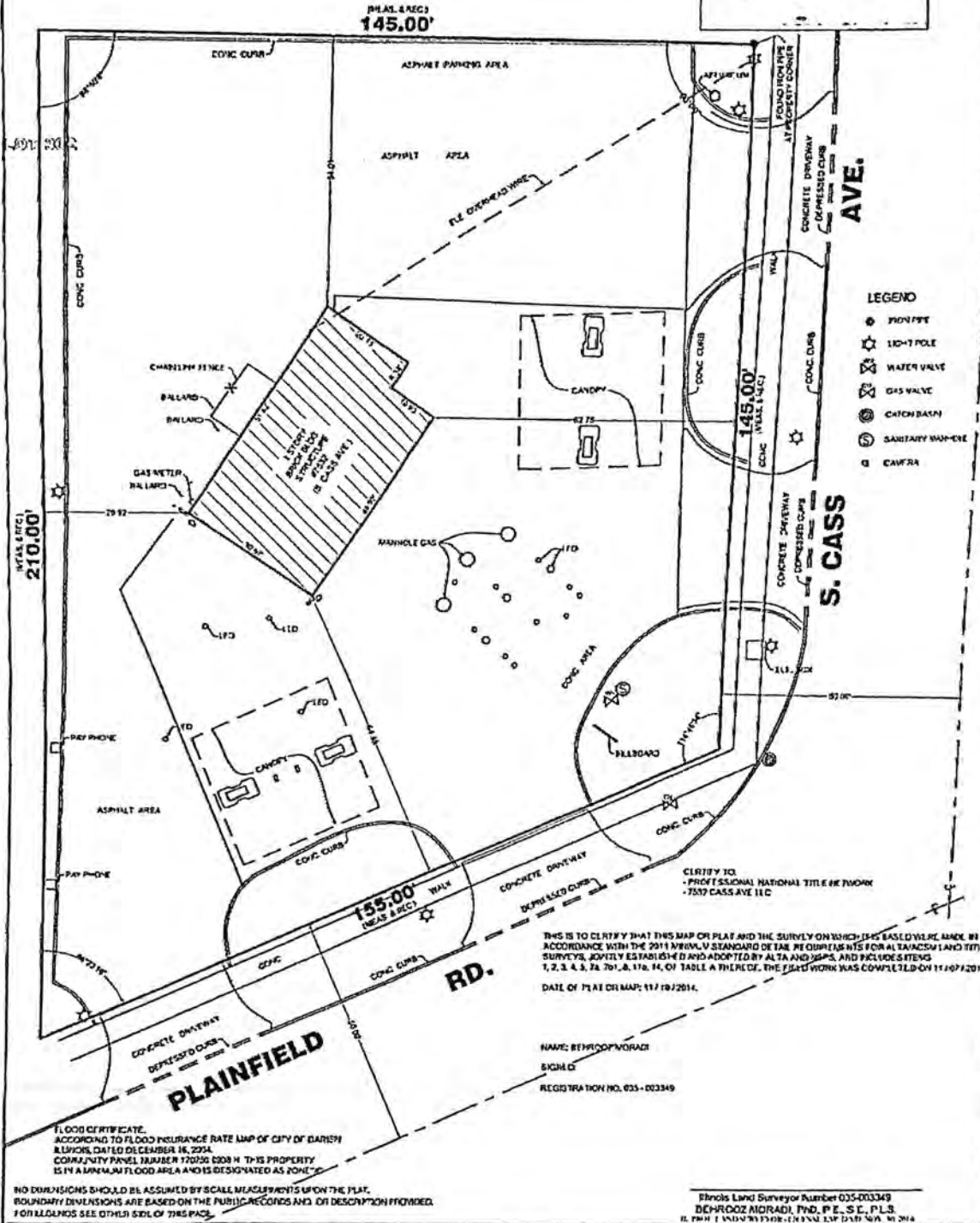
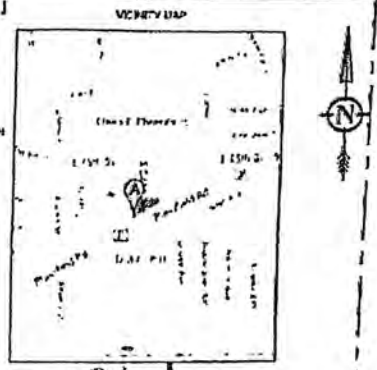
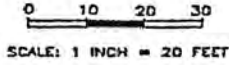


PROFESSIONAL DESIGN FIRM L.S./P.E./S.E. REGISTRATION NO. 184-002111

# ALTA/ACSM Land Title Survey

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE NORTH S.W. CORNER OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE, THENCE WESTERLY ALONG THE NORTH S.W. CORNER OF PLAINFIELD ROAD, 155.00 FEET, THENCE NORTH 87° 15' 00" WEST ALONG THE WESTERLY LINE OF CASS AVENUE, 210.00 FEET, THENCE EASTERLY ALONG 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 WESTERLY LINE OF CASS AVENUE, 145.00 FEET TO THE PLACE OF BEGINNING, BY THE PROVISIONS OF A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN OF THE CITY OF CHICAGO, ILLINOIS, DOCUMENT NO. 177287, IN DUPAGE COUNTY, ILLINOIS.

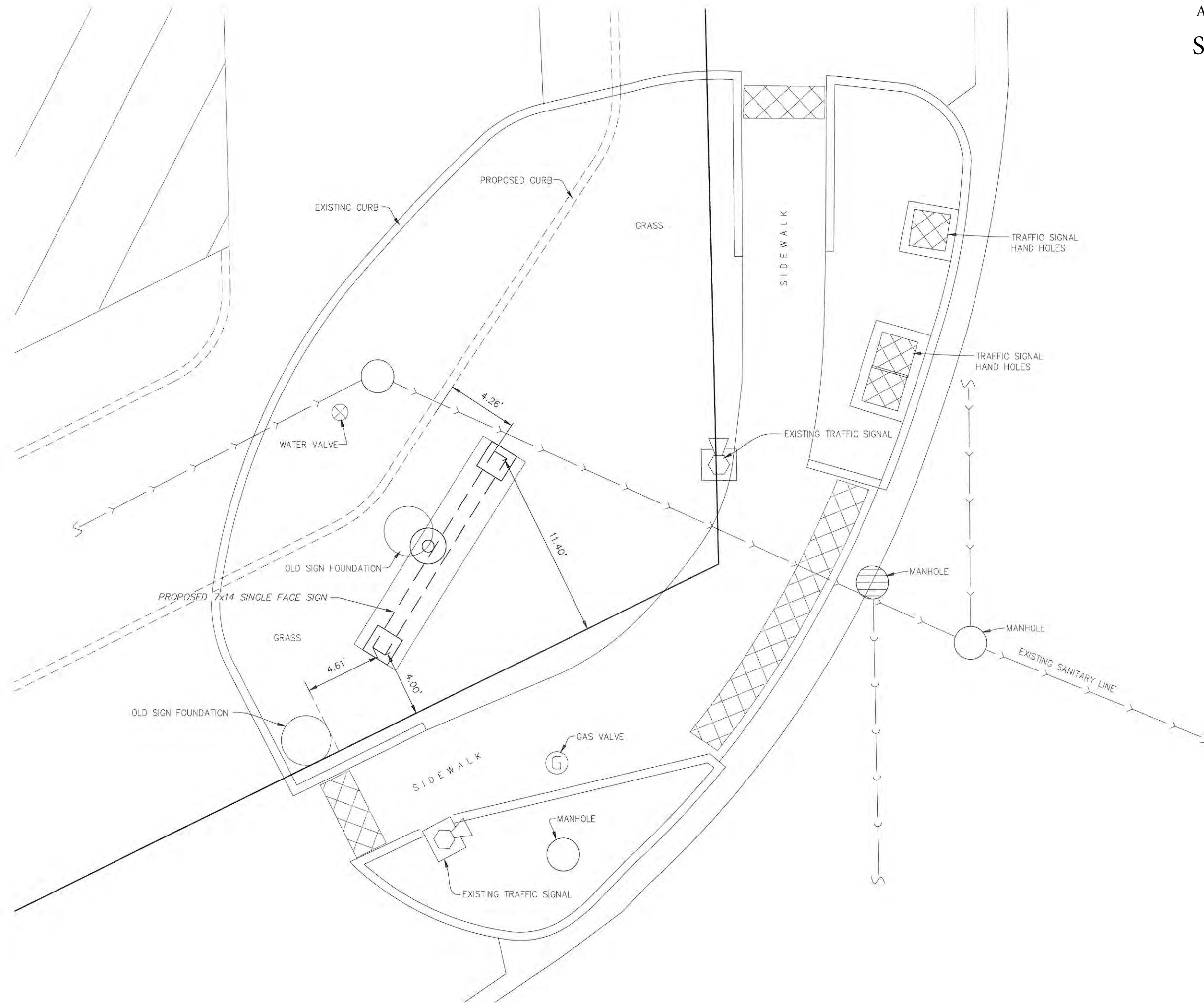
LAND TOTAL AREA: 25425 SQ. FT.  
 EACH SIDE 1001 S.W. PART OF A BUILDING: 7578 SQ. FT.  
 COMMONLY KNOWN AS: 7578 SOUTH CASS AVENUE, DARIEN, ILLINOIS  
 PRE 05/24/2025



<p><b>MORADI MULTI DIMENSIONS CONSULTING ENGINEERS</b>                  2343 SK IRVING PARK RD, CHICAGO, IL 60618                  TEL: (773) 478-4444 FAX: (773) 478-9947</p>	JOB #: 303-14 SHEET: 1 CHECKED BY:	DRAWN BY:	DATE: 11/10/2014 SCALE: 1" = 20'	DATE OF FIELD WORK: 11/10/2014	THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE CORRELATED WITH DEED AND CHITILE POLICY, BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE FOR BUILDING RESTRICTIONS AND OR EASEMENTS REFER TO YOUR DEED, CONTRACT, TITLE POLICY, AND OR ZONING REGULATIONS. THIS PLAT IS VALID ONLY IF IT CONTAINS THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT US.
	Illinois Land Surveyor Number 035-003349 <b>DEBORAH MORADI, P.E., S.E., P.L.S.</b> IL PLS # 035-003349-01-0001 EXP. 12/31/2014				



# Signage Details

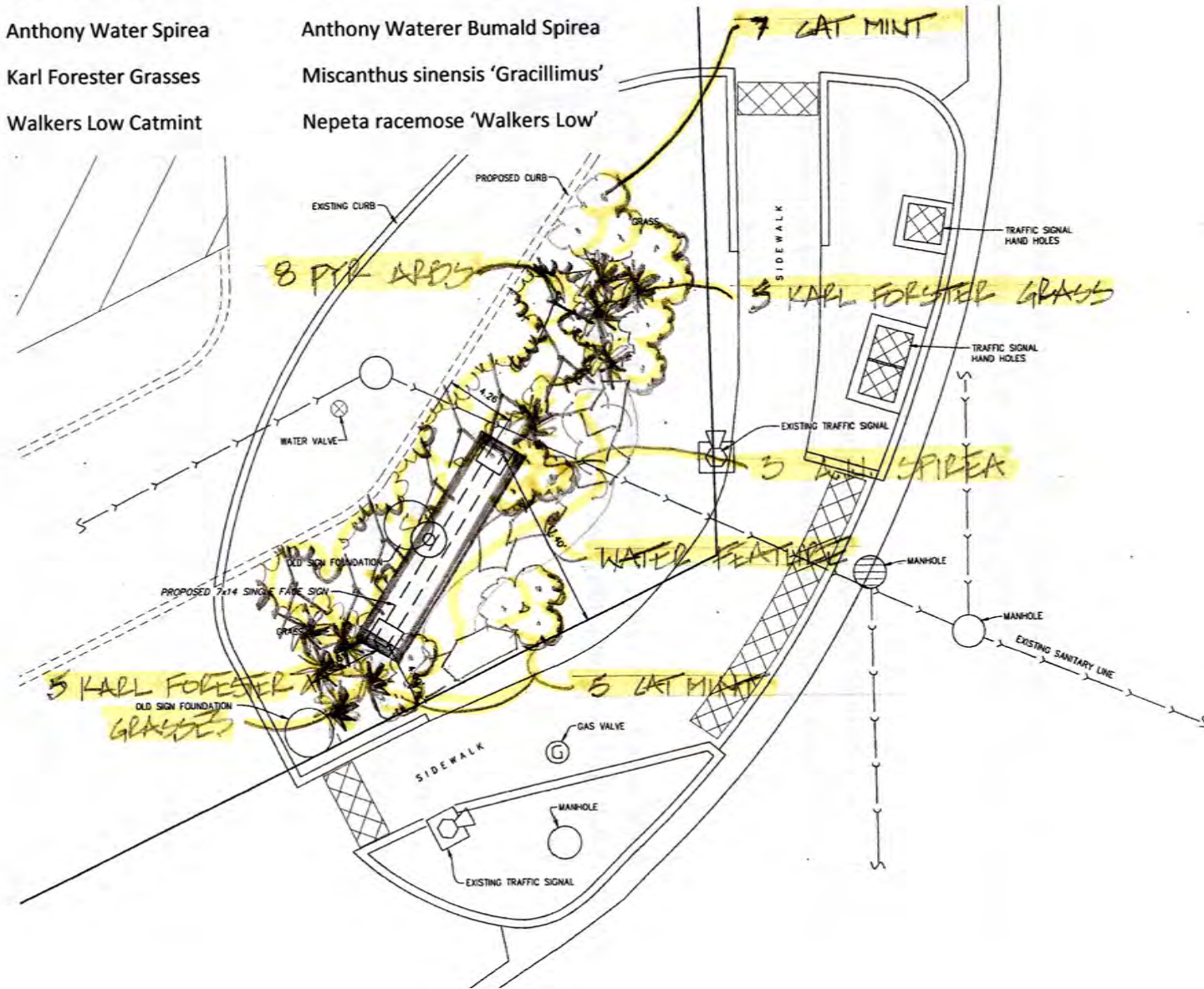


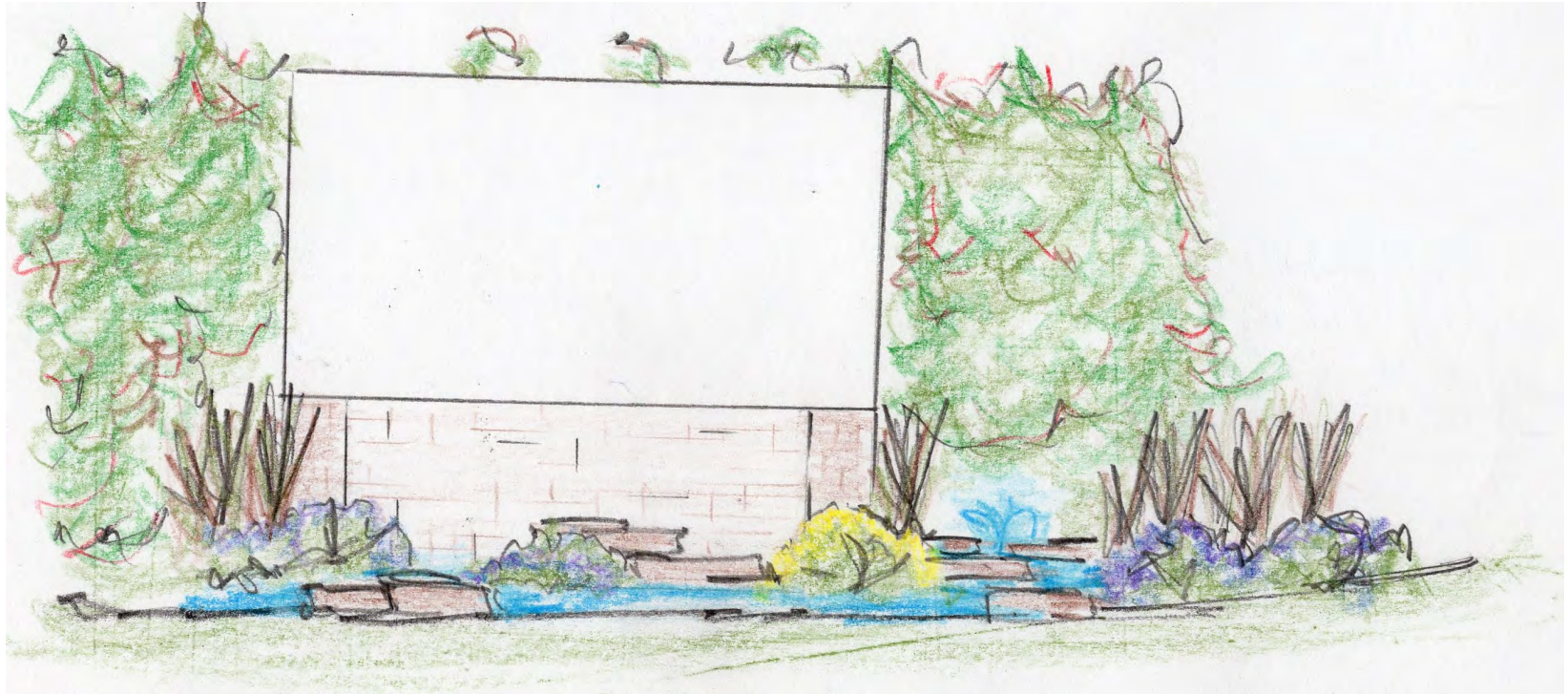




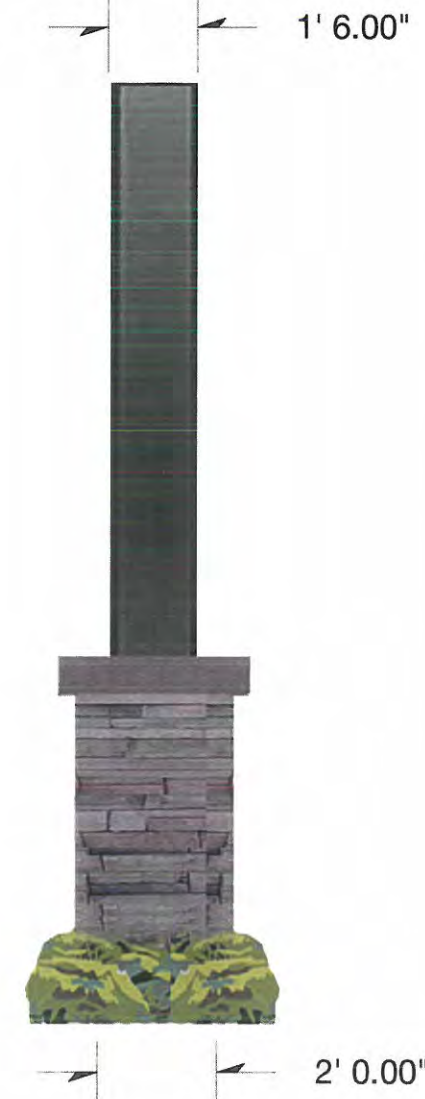
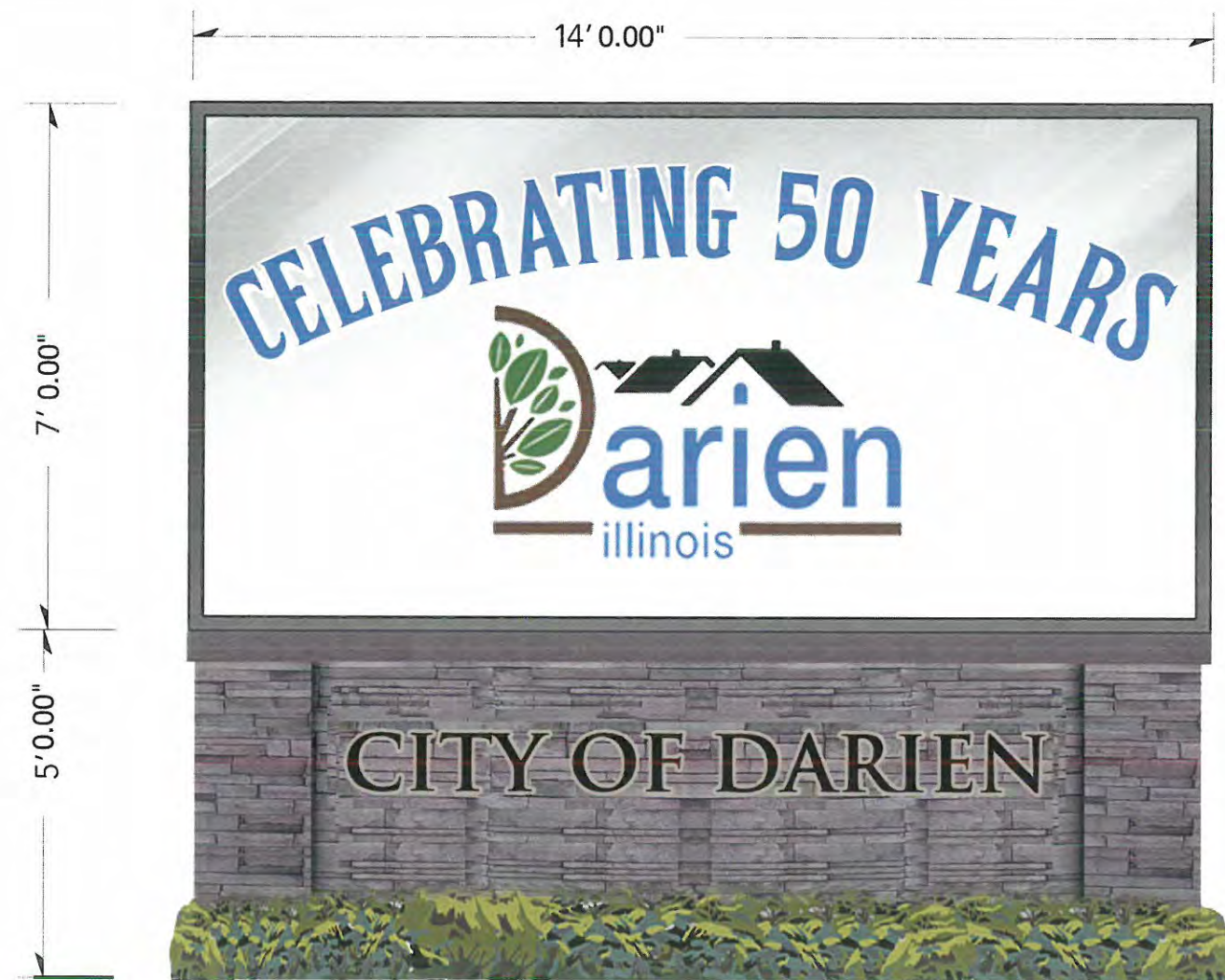
Plant list for Darian sign

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









**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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FOR ANY MIS-USE.

**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**

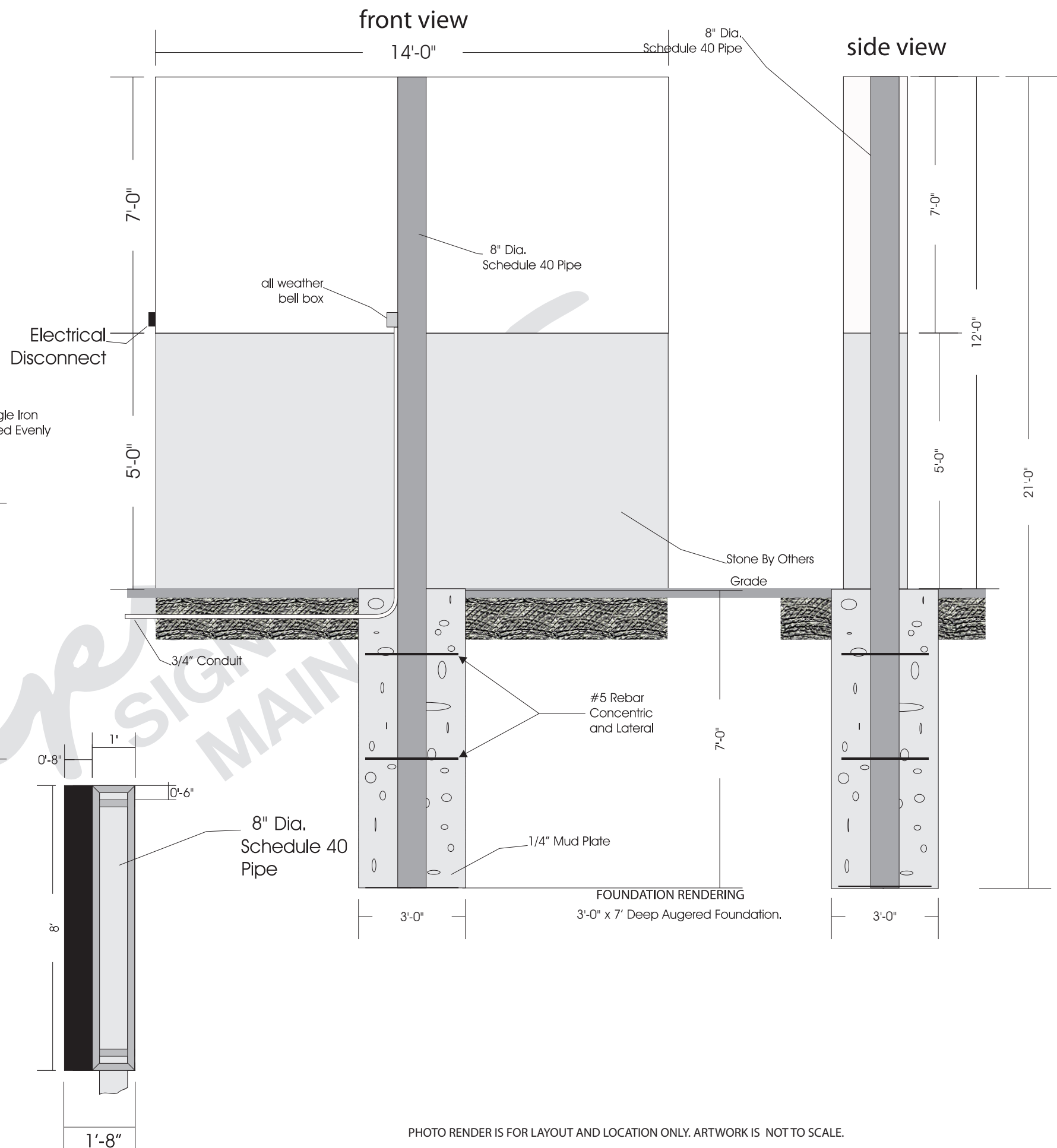
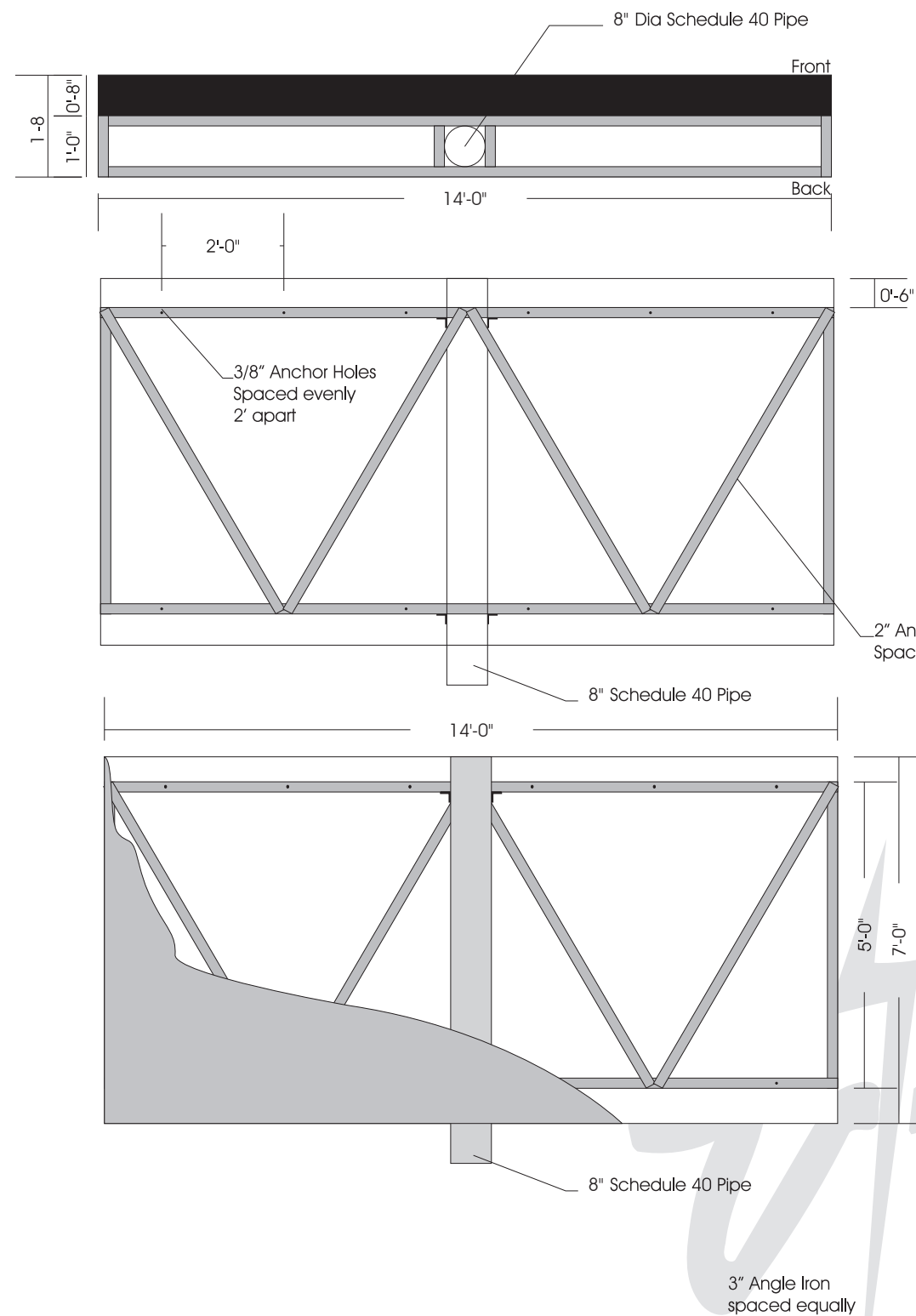
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- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

**SQUARE FOOTAGE: 128**

BRICK AND LANDSCAPING BY OTHERS

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





**(1) STRUCTURAL DRAWING**

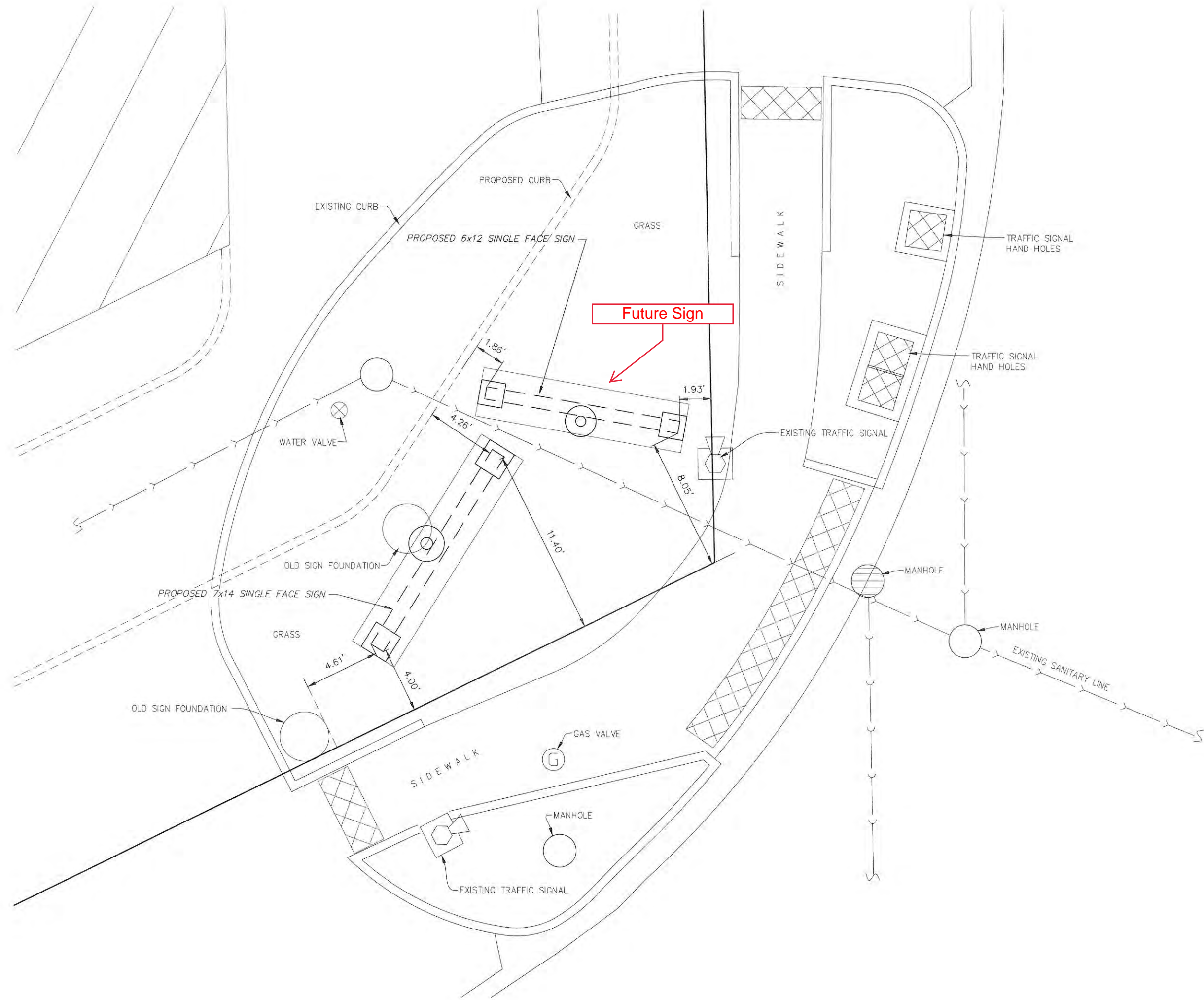
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- 2" x 2" x 3/16" Galvanized Angle Iron Frame
- Sides and back covered by aluminum sheets

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

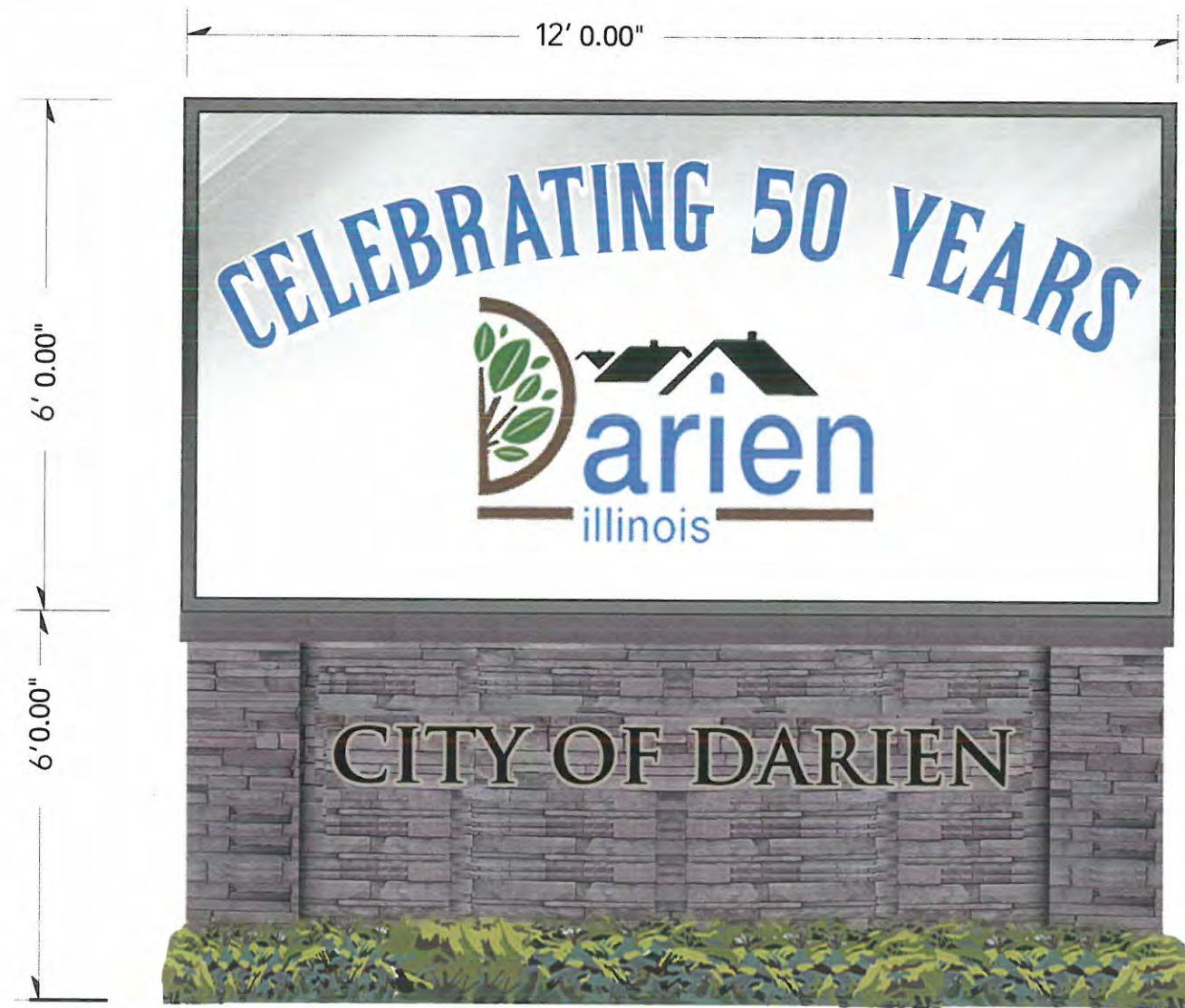
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- Letters painted BLACK

**SQUARE FOOTAGE:** 128

BRICK AND LANDSCAPING BY OTHERS

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



Future Sign



**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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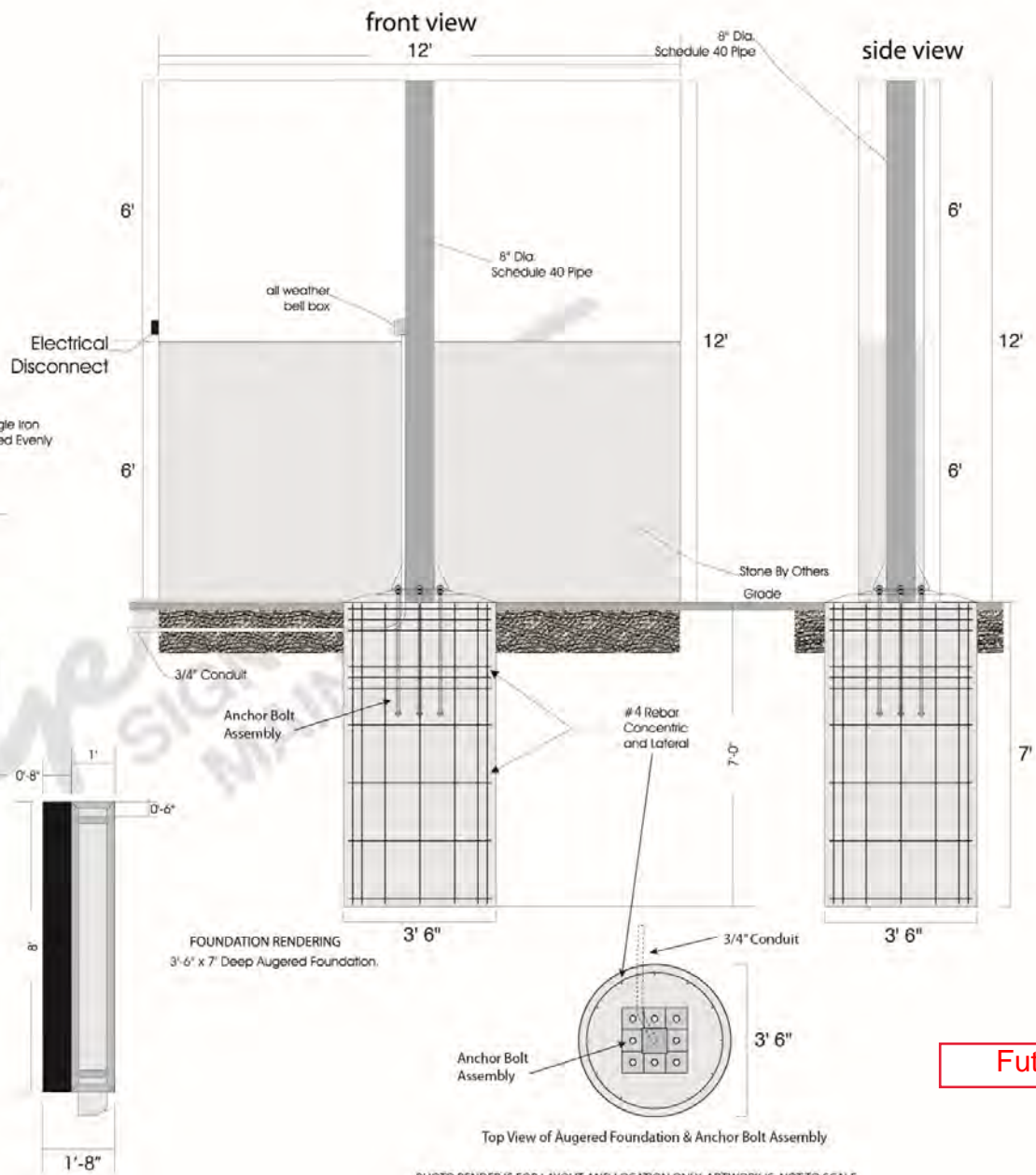
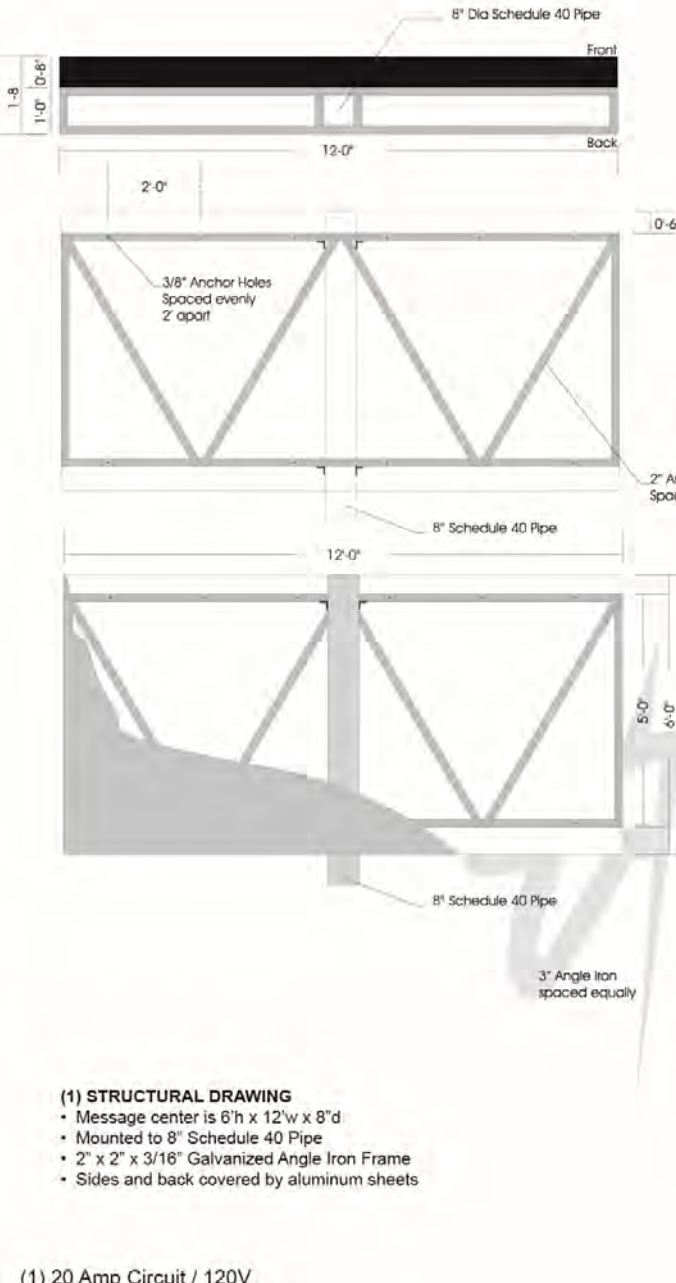
**SIGN TYPE:**  
**A1.4**

**APPROVED BY:**

**DATE APPROVED:**

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- (1) 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

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**Express**  
SIGN & LIGHTING  
MAINTENANCE

PHONE: 815.725.0080  
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 Update height.

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**SIGN TYPE:**  
A1.2

**APPROVED BY:**

**DATE APPROVED:**  
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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 15<sup>th</sup> 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 15<sup>th</sup> day of June, 2020.

AYES \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## Exhibit I

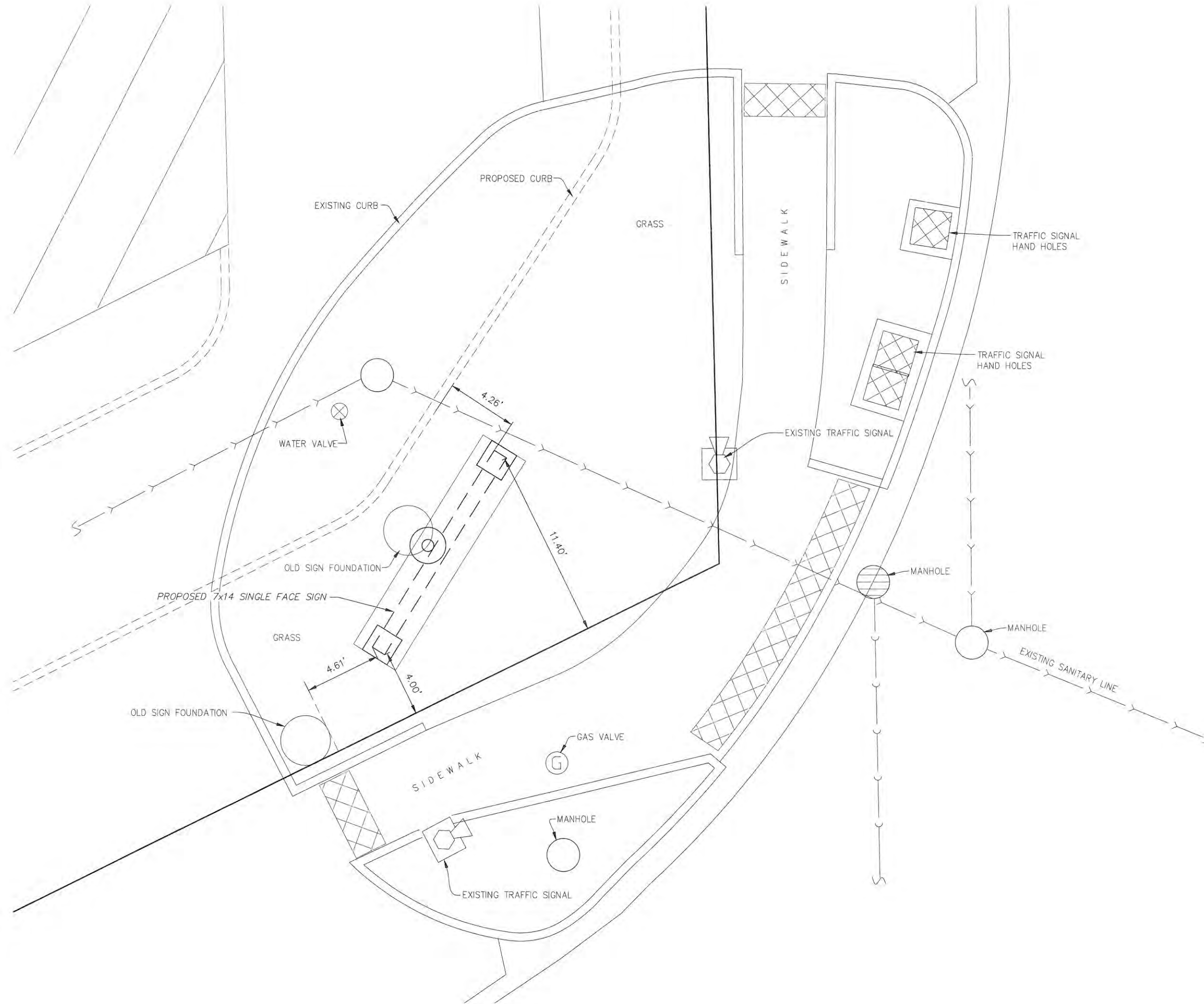
Said property is legally described as follows:

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.



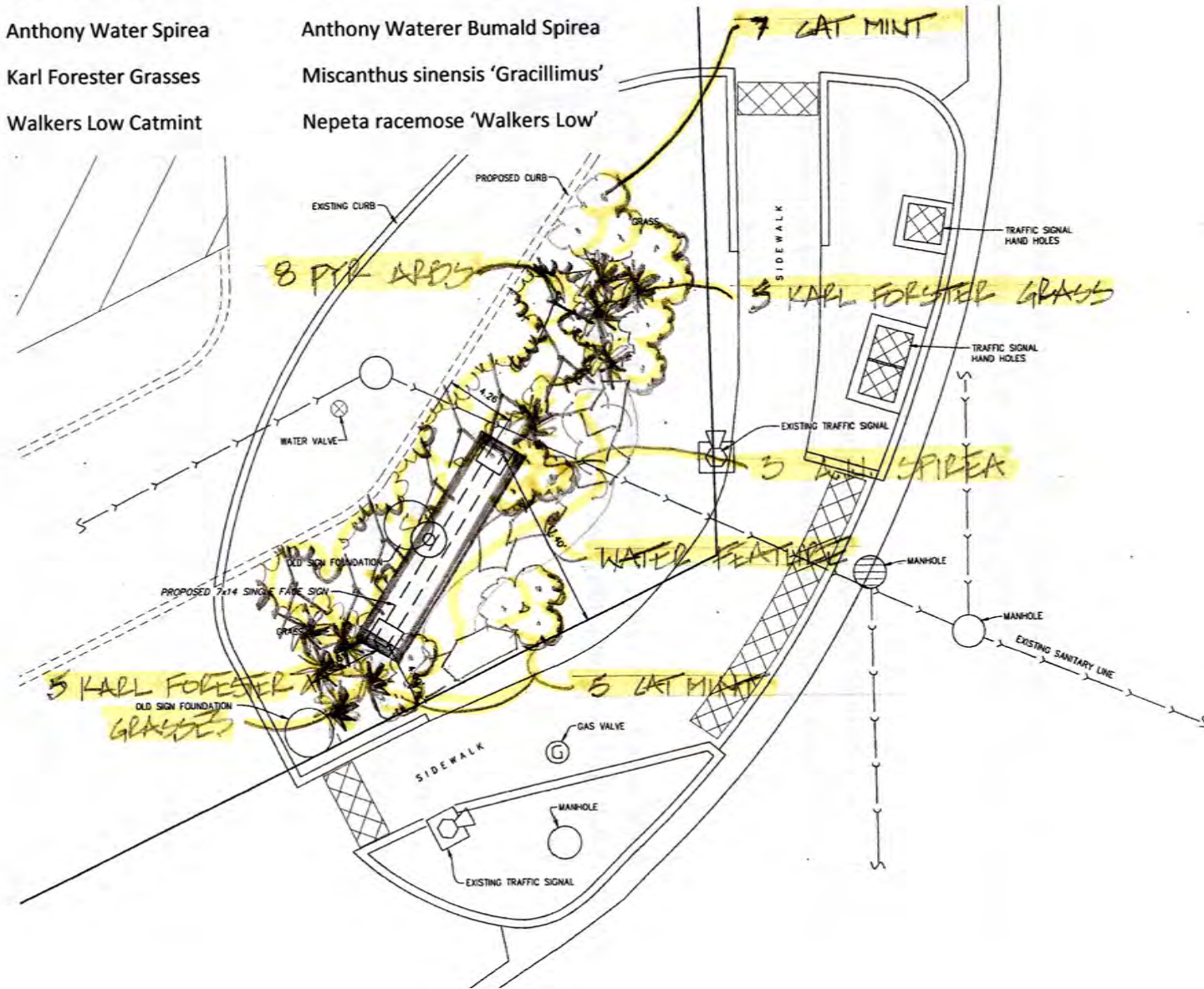


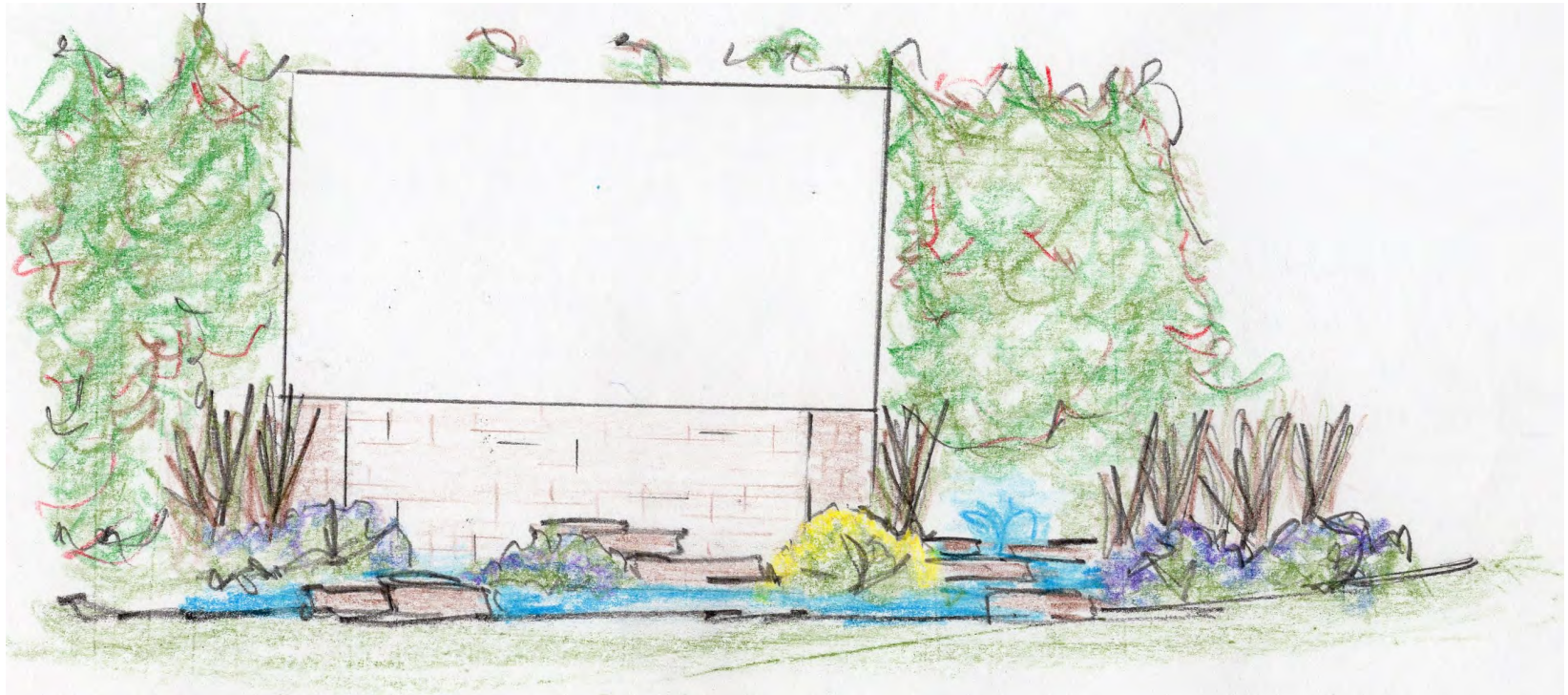




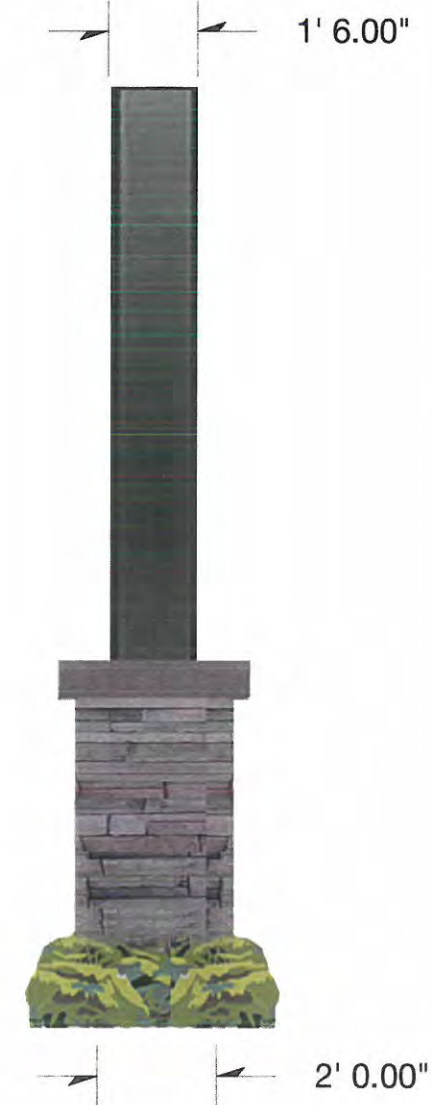
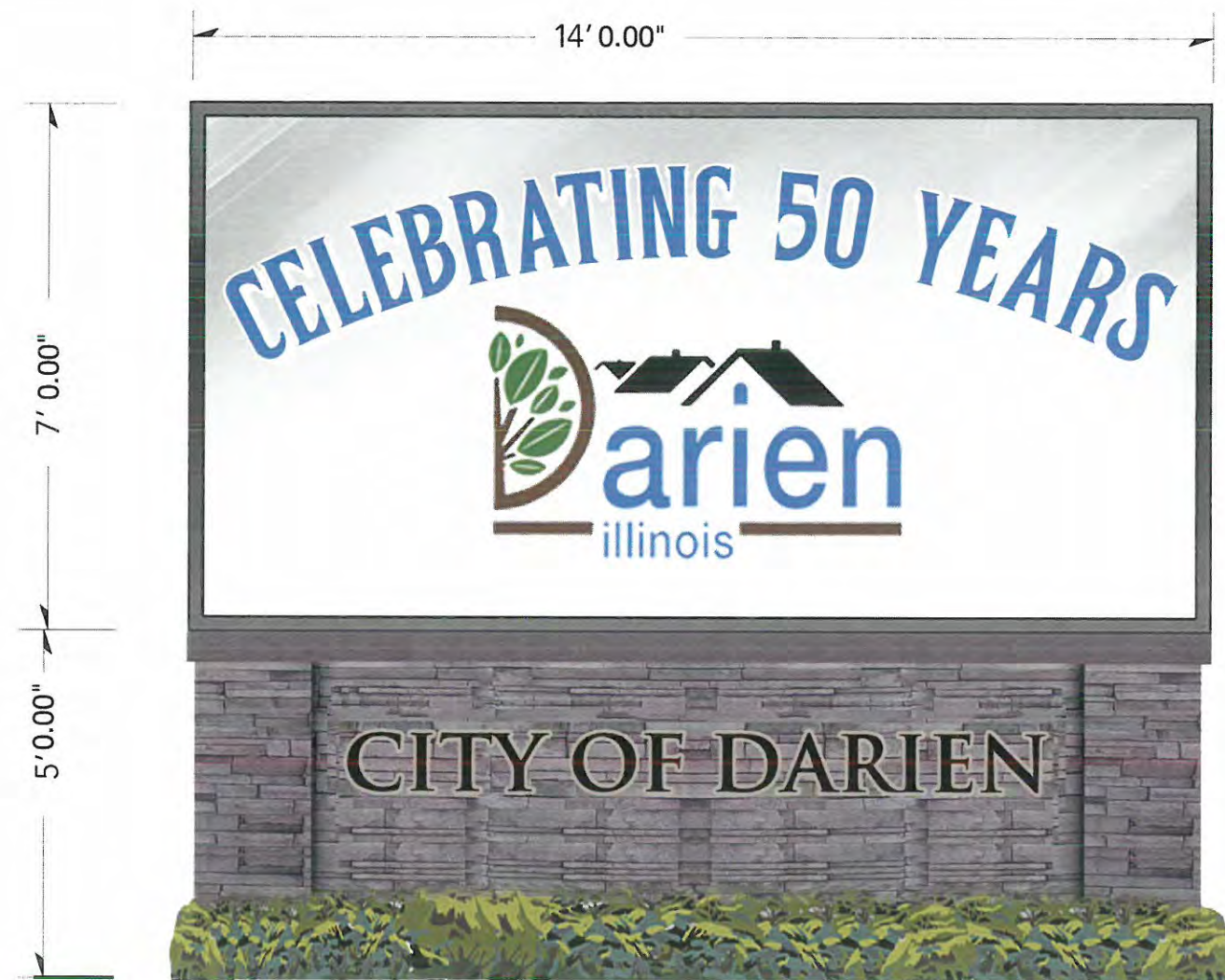
Plant list for Darian sign

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**Express**  
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MAINTENANCE

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815.725.7543  
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ADDRESS:  
212 AMENDODGE  
SHOREWOOD, IL  
60404

CUSTOMER:  
CHICAGO BILLBOARD  
PROJECT ADDRESS:  
CITY OF DARIEN  
PROJECT:  
EMC MONUMENT SIGN  
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017-085  
DESIGNER:  
NN  
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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:**

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- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
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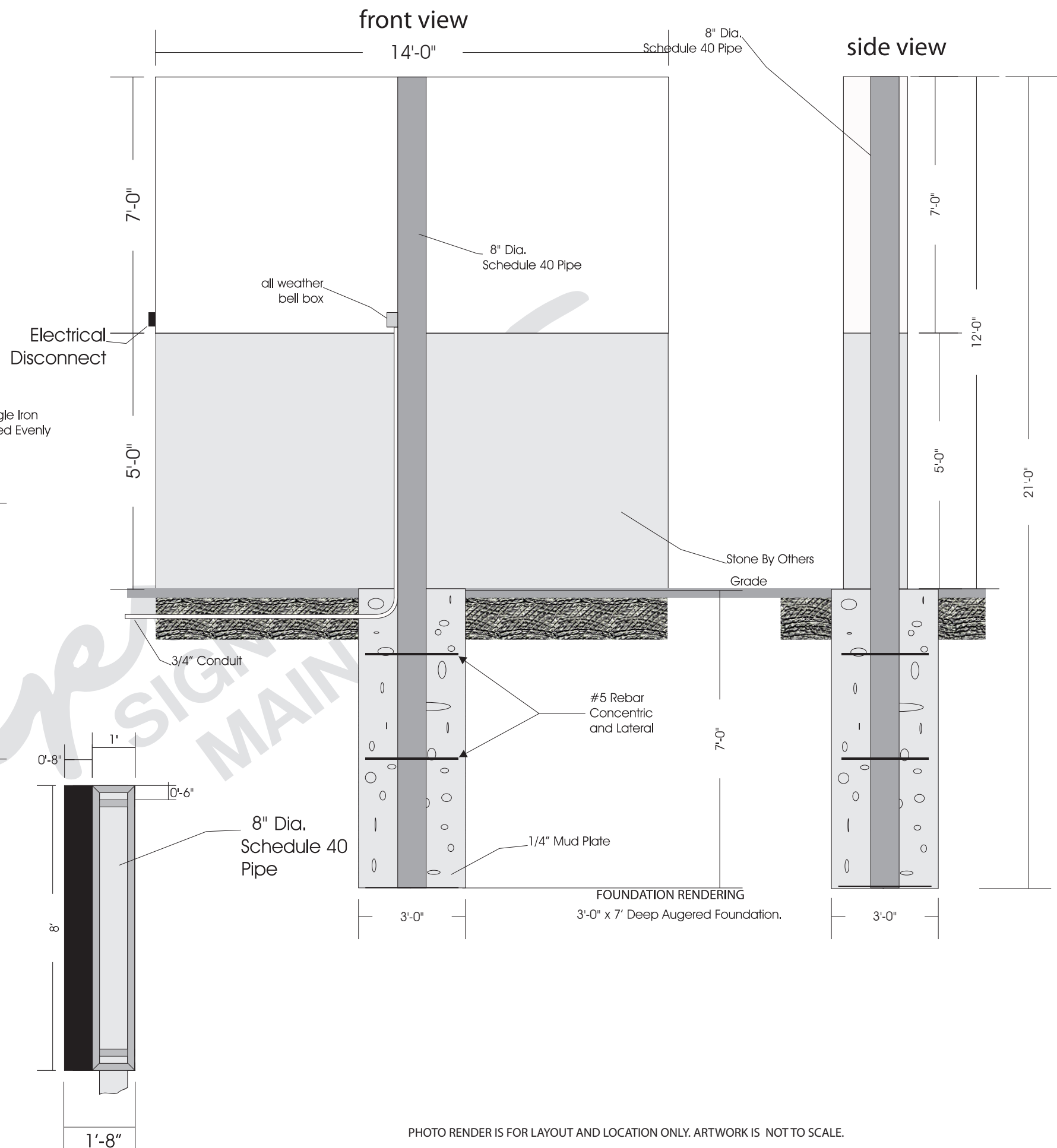
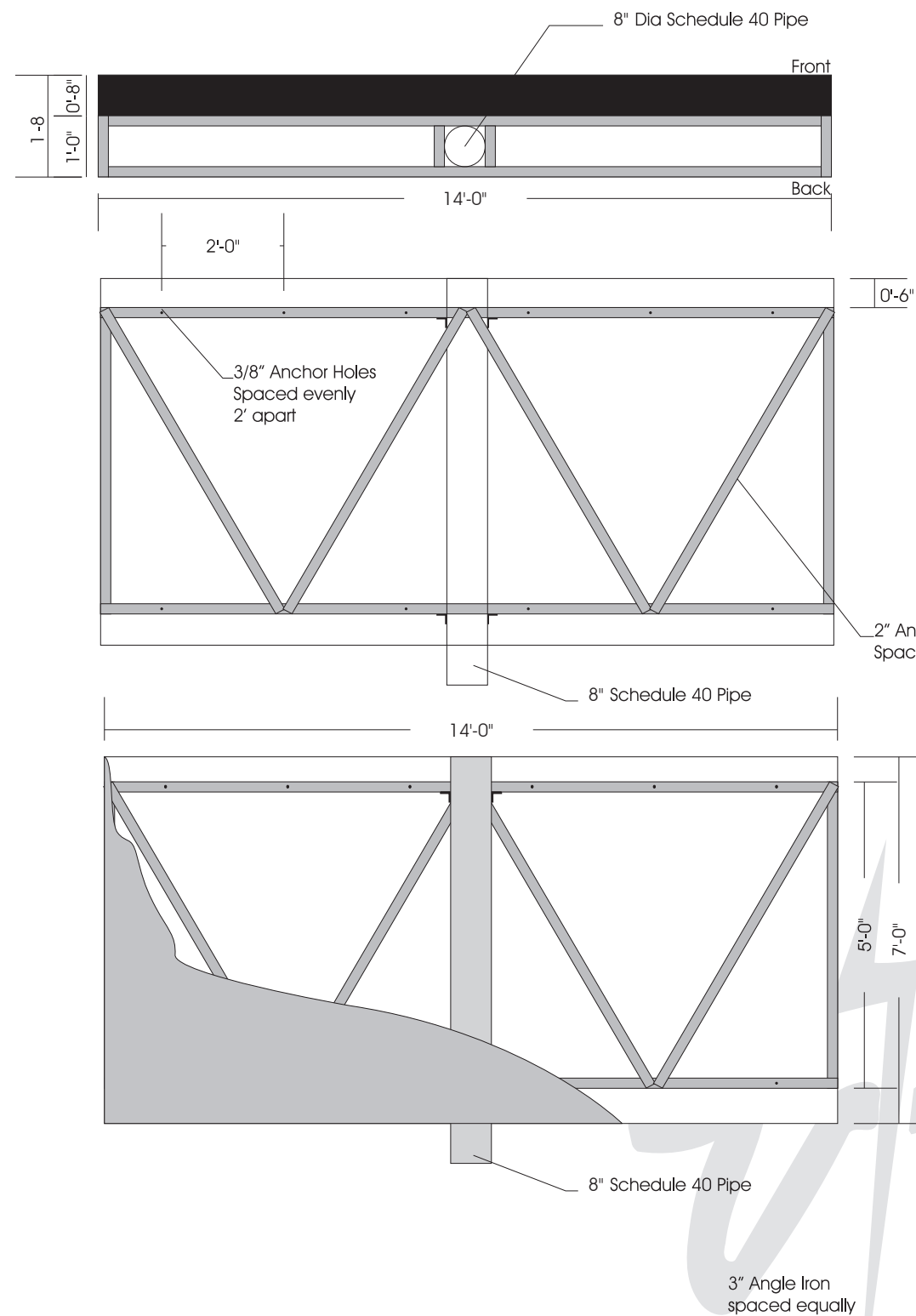
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**SQUARE FOOTAGE: 128**

BRICK AND LANDSCAPING BY OTHERS

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





**(1) STRUCTURAL DRAWING**

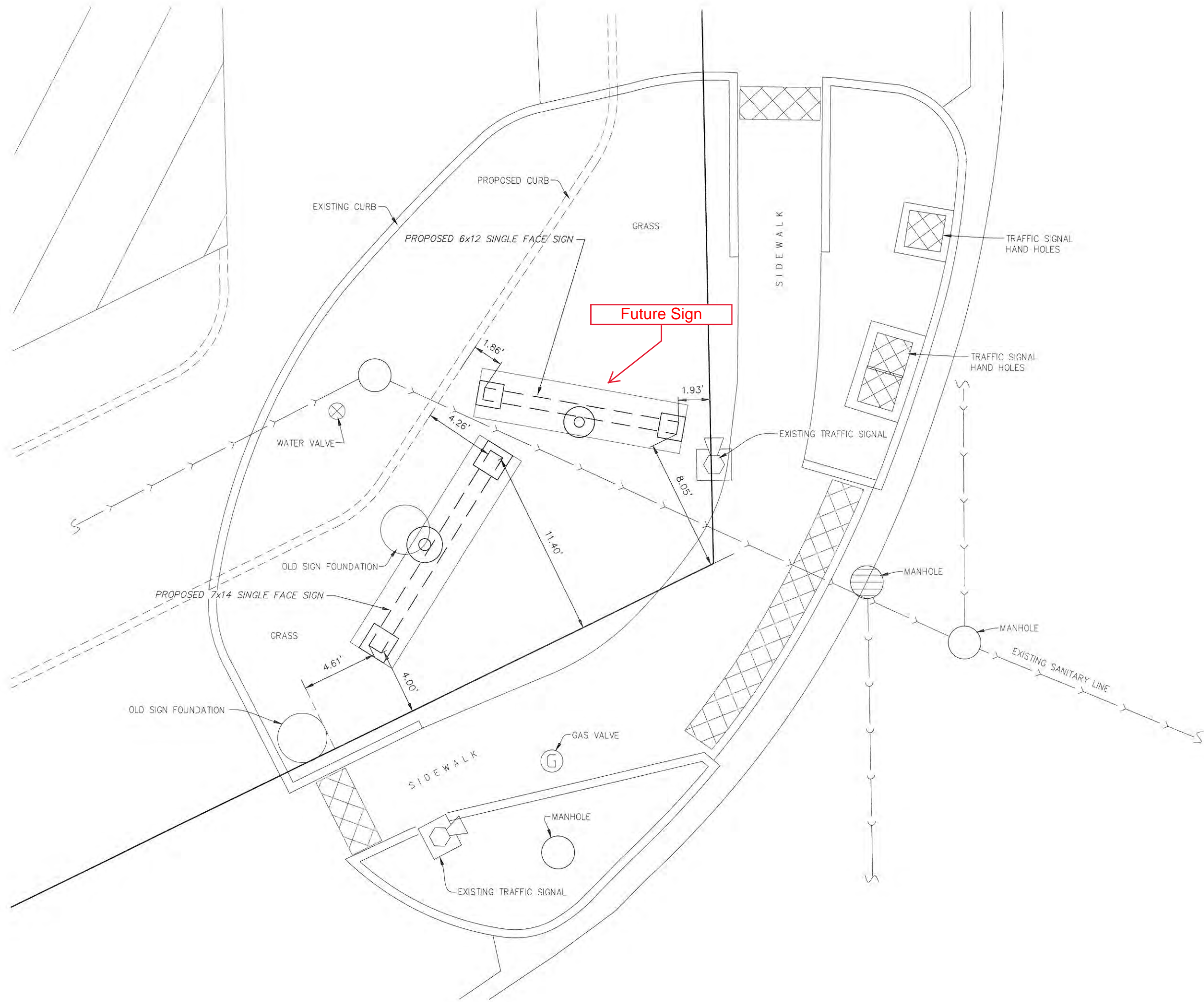
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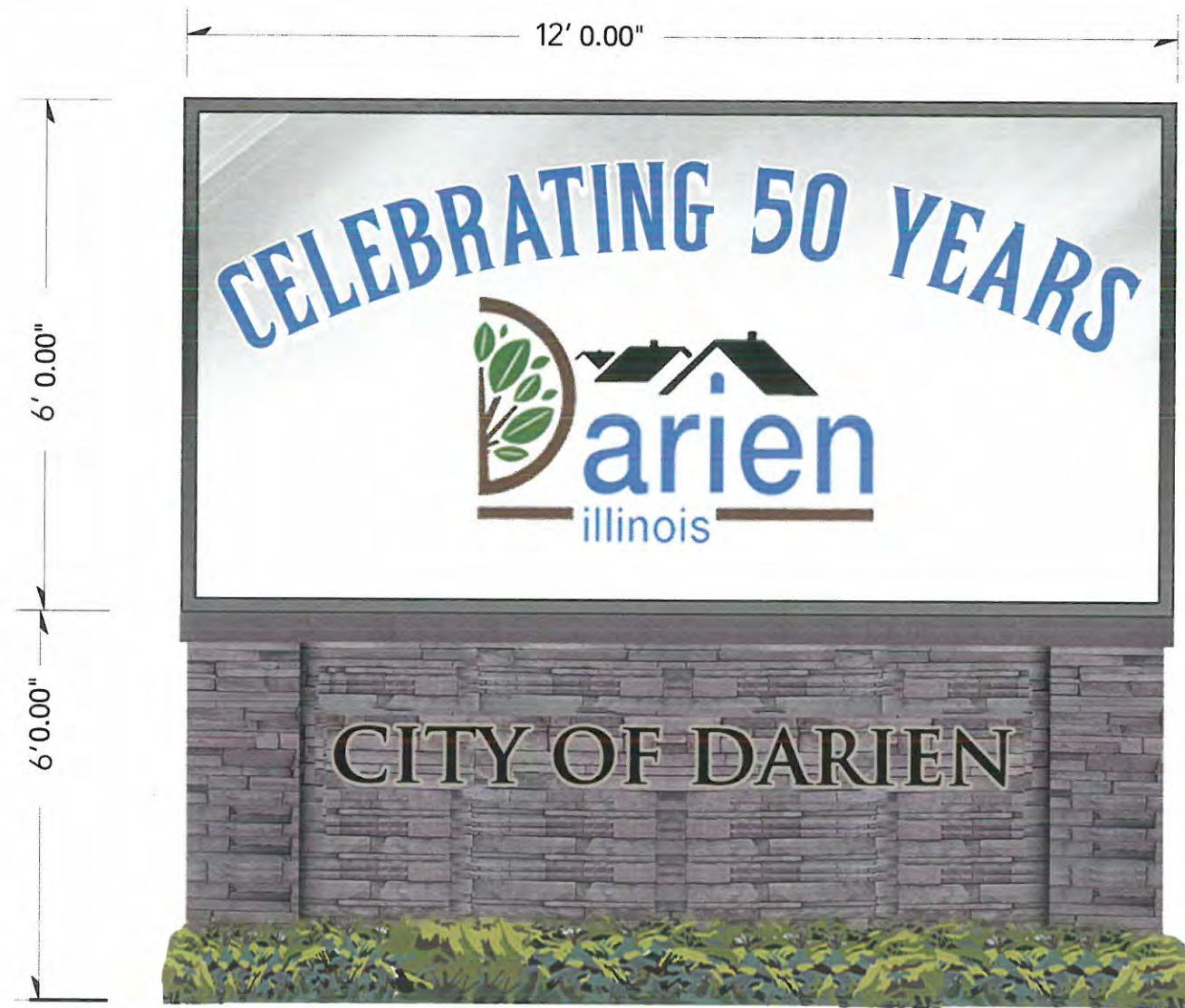
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Future Sign



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**A1.4**

**APPROVED BY:**

**DATE APPROVED:**

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**Express SIGN & LIGHTING MAINTENANCE**

PHONE: 815.725.0080  
 FAX: 815.725.7543  
 EMAIL: SIGNS@EXPSIGNS.COM  
 ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

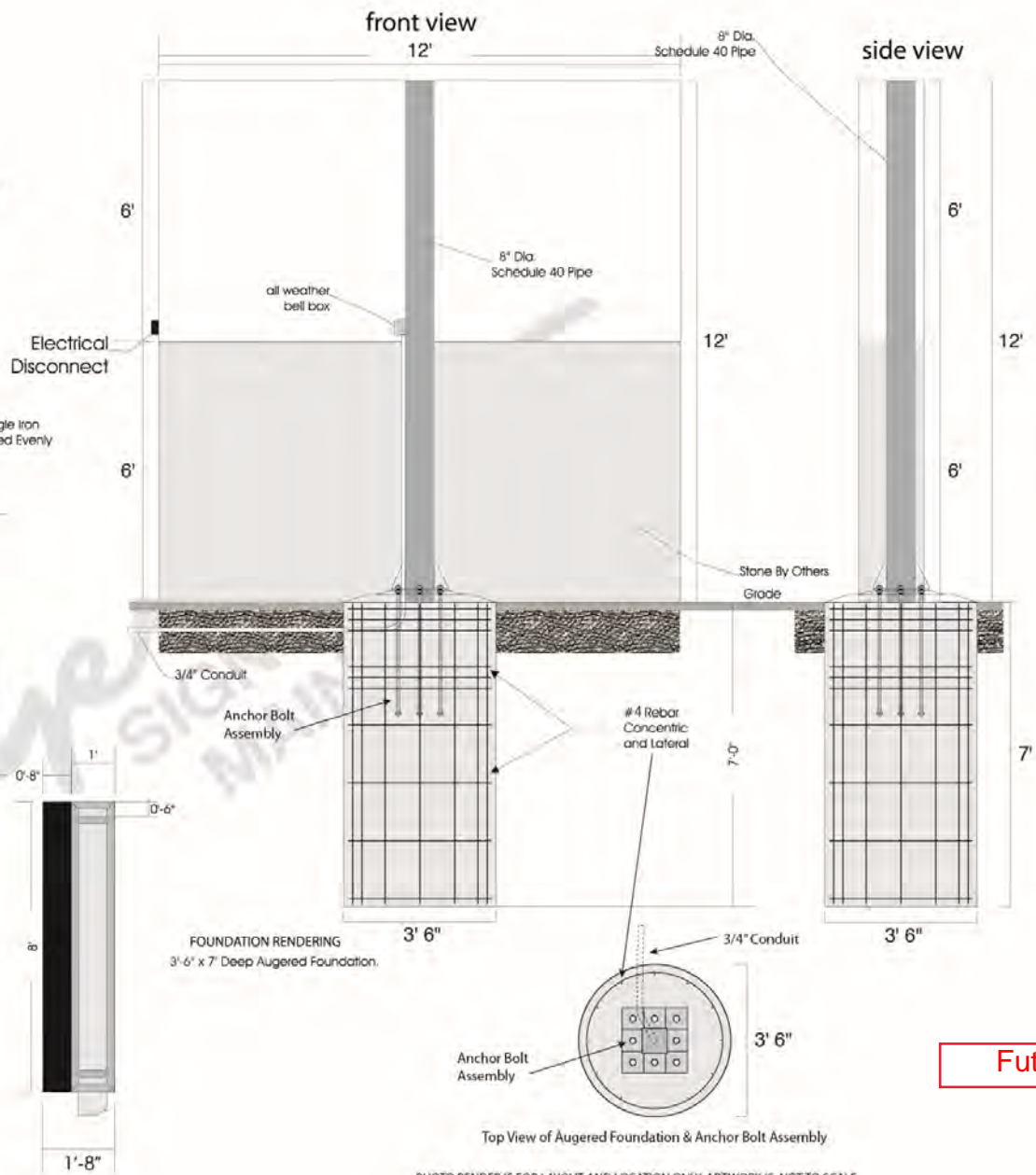
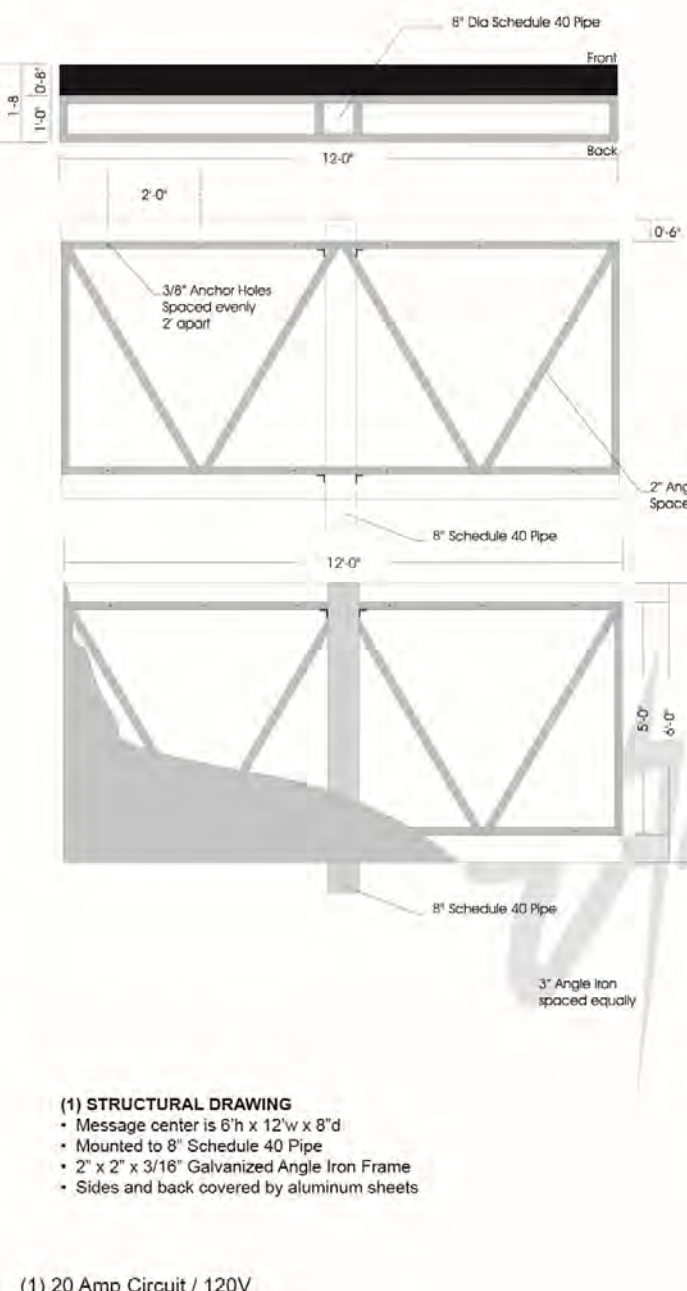
CUSTOMER: Chicago Billboard - Darien  
 PROJECT ADDRESS: Darien, IL  
 PROJECT: Structural Drawing  
 PROOF NO: 020-043  
 DESIGNER: SS  
 DATE: 02.26.20  
 SCALE: 3/8" = 1'  
 REVISION: 02.28.20 Update height.

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**SIGN TYPE:**  
 A1.2

**APPROVED BY:**

**DATE APPROVED:**  
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- (1) STRUCTURAL DRAWING**
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  - Mounted to 8" Schedule 40 Pipe
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Future Sign

**AGENDA MEMO**  
**Municipal Services Committee**  
**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**

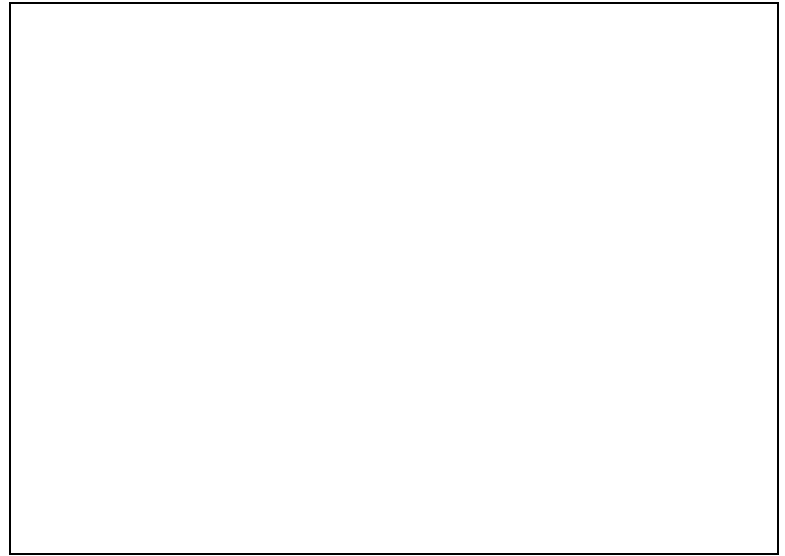
Approval of ordinance and resolution for an easement agreement and digital sign agreement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

**ALTERNATE CONSIDERATION**

Not approving the ordinance/resolution at this time.

**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”).

### R E C I T A L S:

- 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.

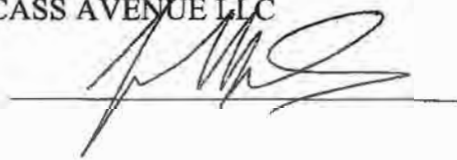
OWNER:

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.

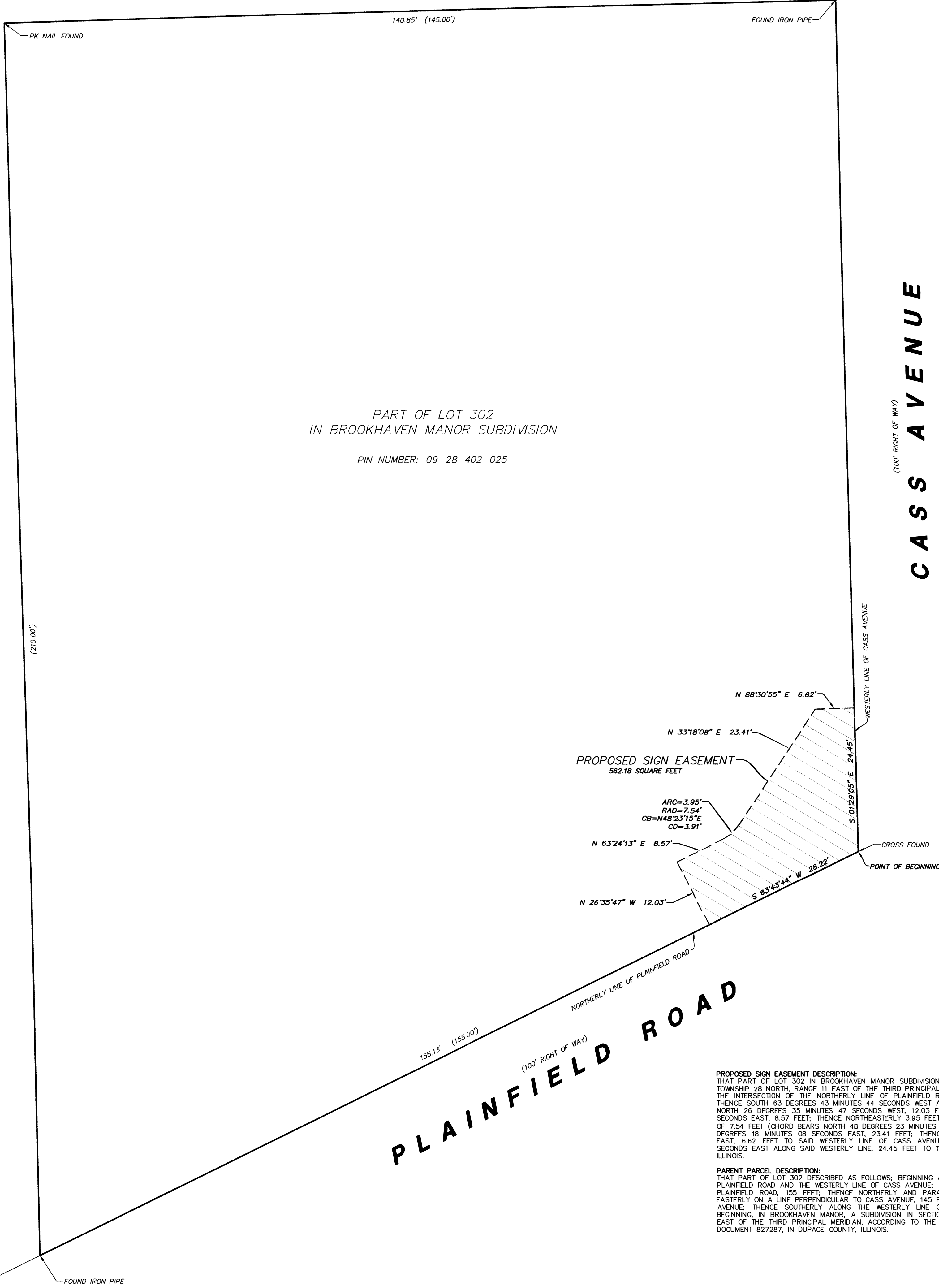
PIN: 09-28-402-025

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



# PLAT OF EASEMENT

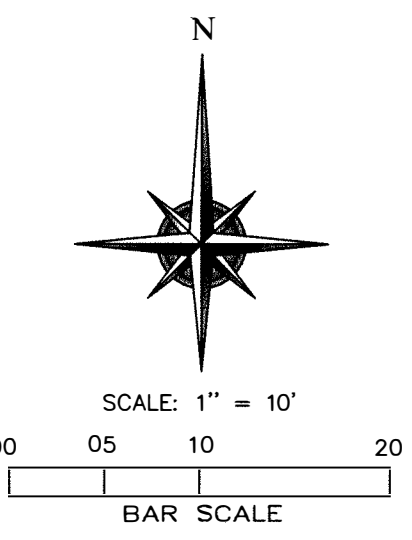
SUBMITTED BY AND RETURN TO:  
CITY OF DARIEN  
1702 PLAINFIELD ROAD  
DARIEN, IL 60561



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)

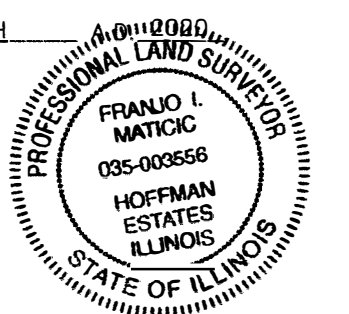
**CITY COUNCIL CERTIFICATE**  
STATE OF ILLINOIS SS  
COUNTY OF DUPAGE  
APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
\_\_\_\_\_  
MAYOR  
\_\_\_\_\_  
CLERK

**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  
DRAWN BY: DRAVANKICH  
JOB: 19137185  
CHECKED BY: \_\_\_\_\_

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. 95<sup>th</sup> 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:* \_\_\_\_\_

\_\_\_\_\_  
*Rodney S. Hursh*

*Attest:* \_\_\_\_\_

\_\_\_\_\_  
*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.

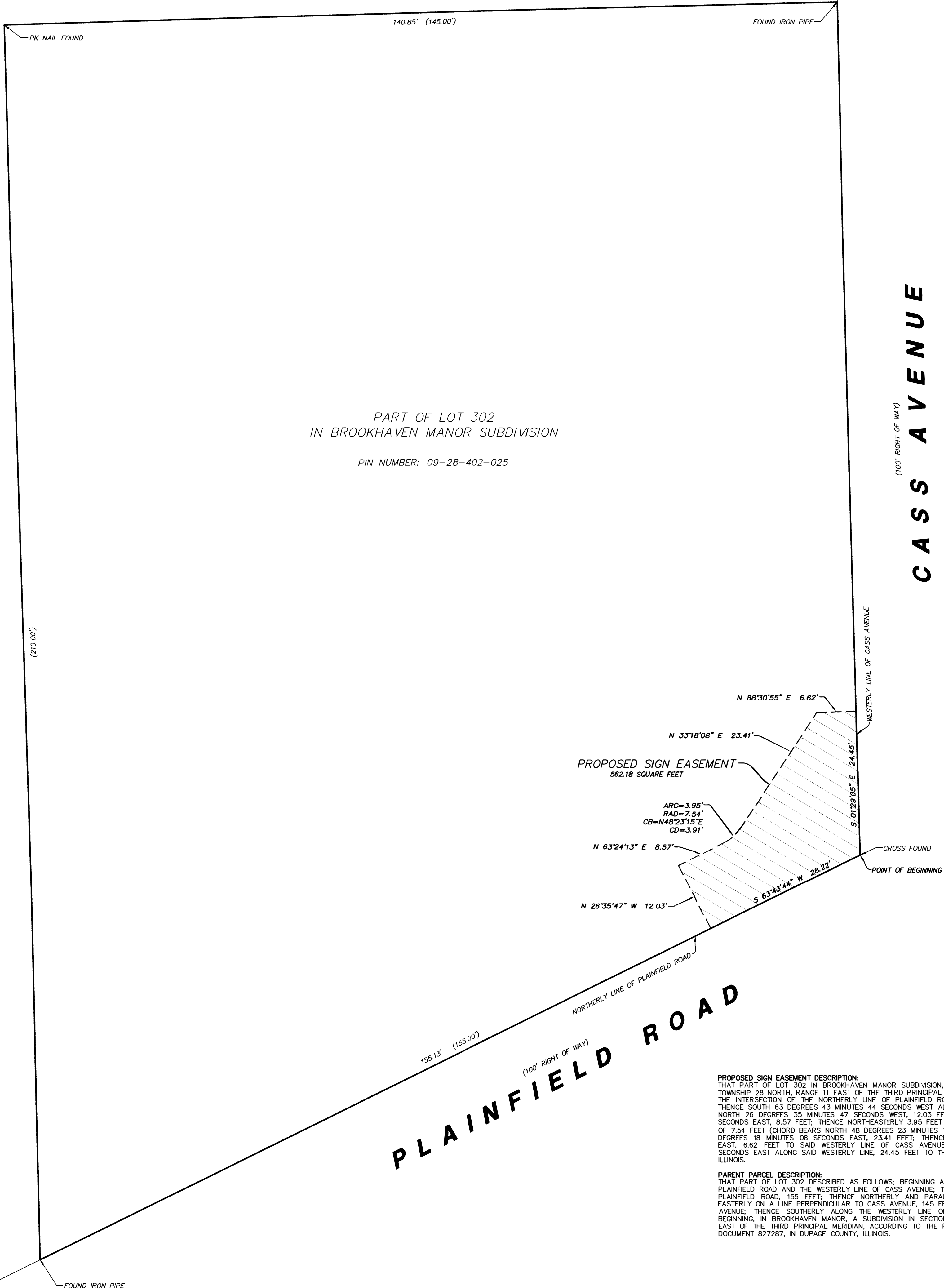
PIN: 09-28-402-025

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

PLAT OF EASEMENT

CITY OF DARIEN  
1702 PLAINFIELD ROAD  
DARIEN, IL 60561

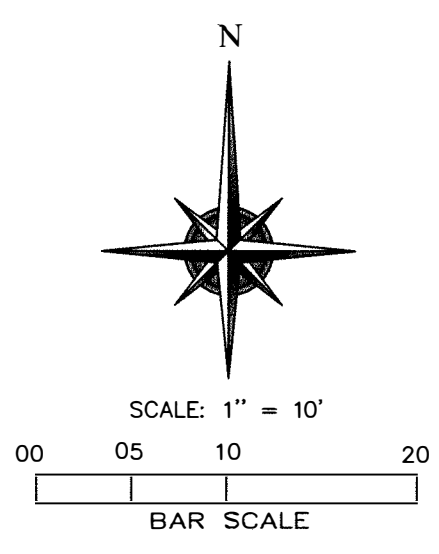
TO:



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

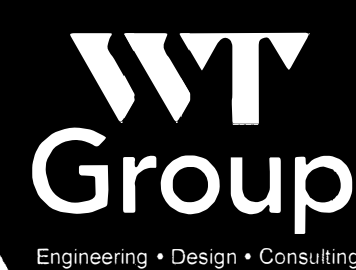
AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

EASE-1  
PLAT OF EASEMENT  
SHEET 1 OF 1

TO: \_\_\_\_\_  
DATE: \_\_\_\_\_  
CLIENT: 21320  
CLIENT: 30220

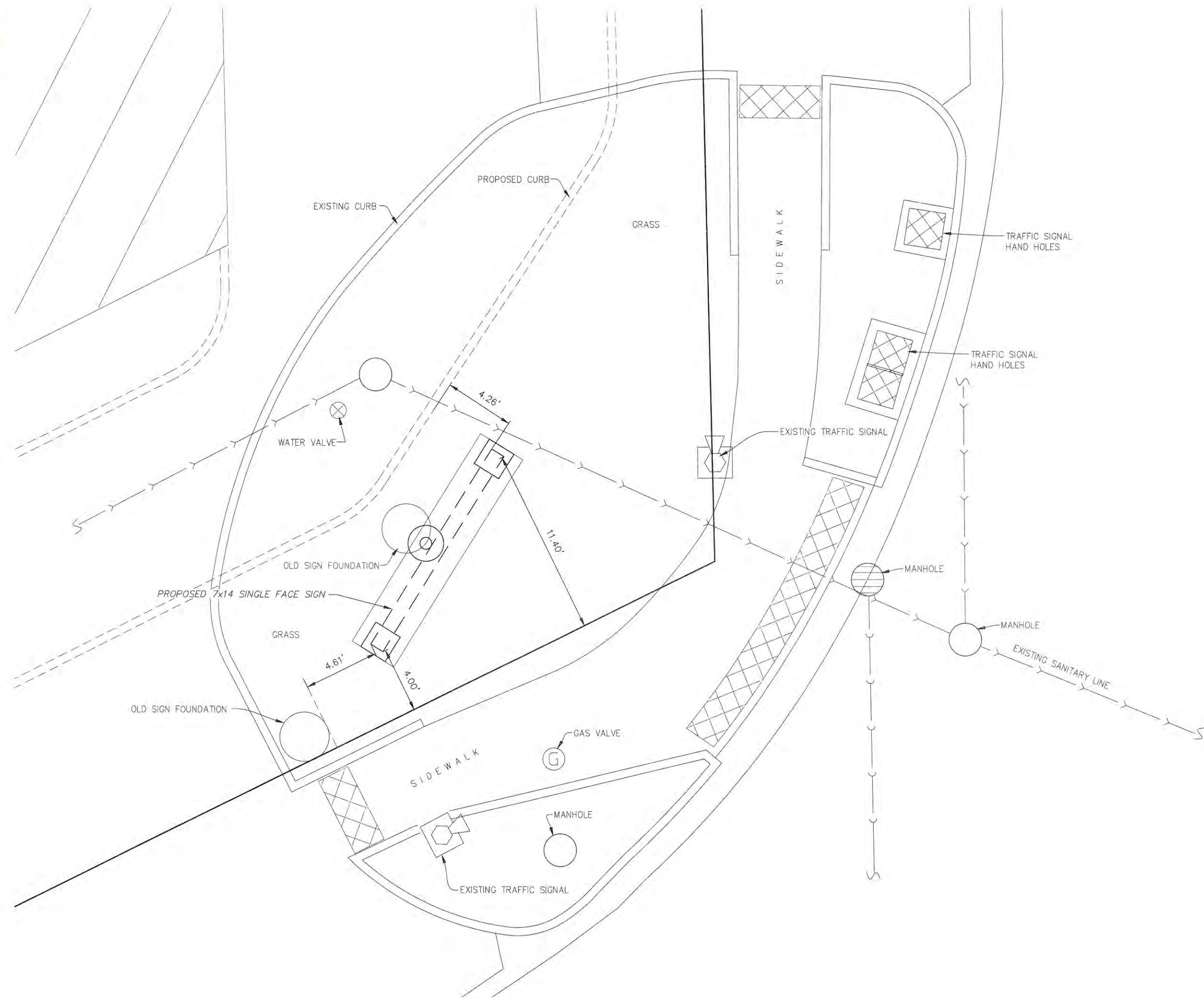
ISSUE

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



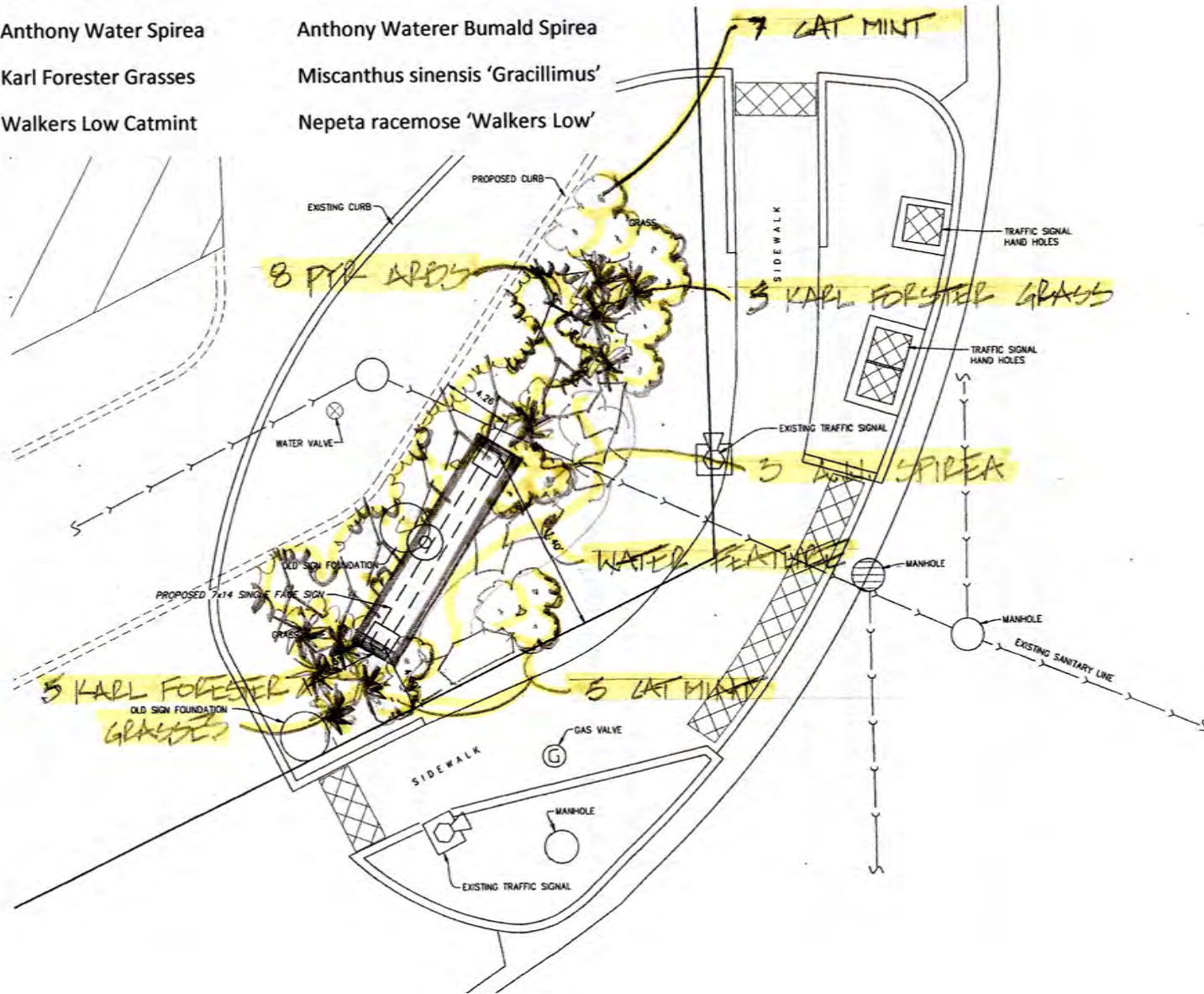


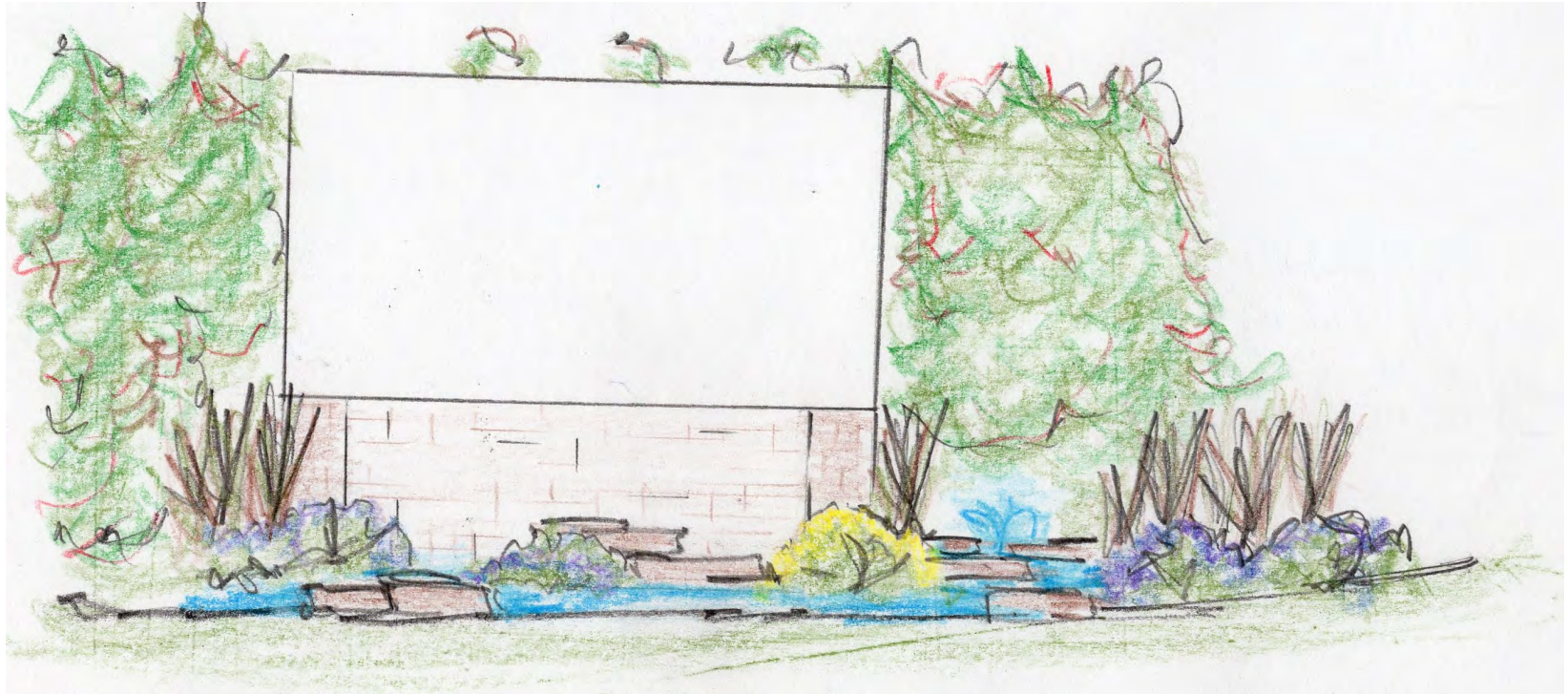




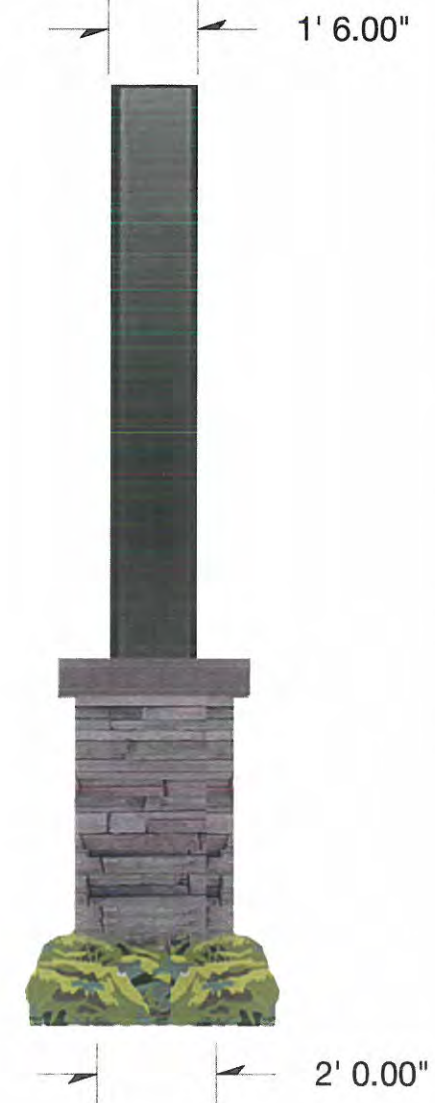
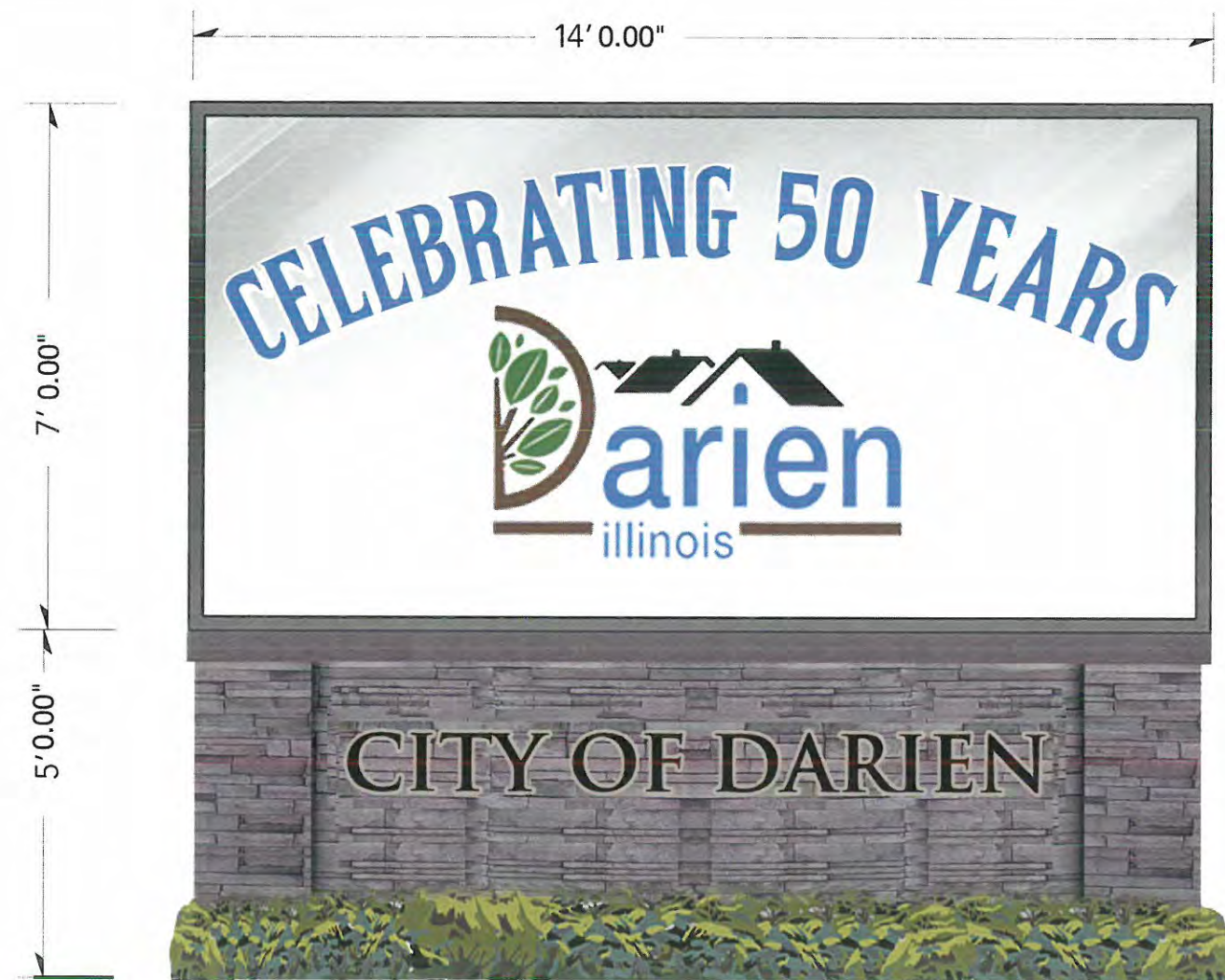
Plant list for Darian sign

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









**(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



<p> <b>PHONE:</b> 815.725.9080  <b>FAX:</b> 815.725.7543  <b>EMAIL:</b> SIGNS@EXPSIGNS.COM  <b>ADDRESS:</b> 212 AMENDODGE SHOREWOOD, IL 60404         </p>
<p> <b>CUSTOMER:</b> CHICAGO BILLBOARD  <b>PROJECT ADDRESS:</b> CITY OF DARIEN  <b>PROJECT:</b> EMC MONUMENT SIGN  <b>PROOF NO#:</b> 017-085  <b>DESIGNER:</b> NN  <b>DATE:</b> 12.9.2019  <b>SCALE:</b> 1/4"=1'         </p>
<p> <b>NOTES:</b>            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.         </p>
<p> <b>SIGN TYPE:</b>  <span style="background-color: yellow; padding: 5px;"><b>A1.4</b></span> </p>
<p> <b>APPROVED BY:</b>      <b>DATE APPROVED:</b> </p>
<p>© 2017 EXPRESS SIGNS, INC.</p>

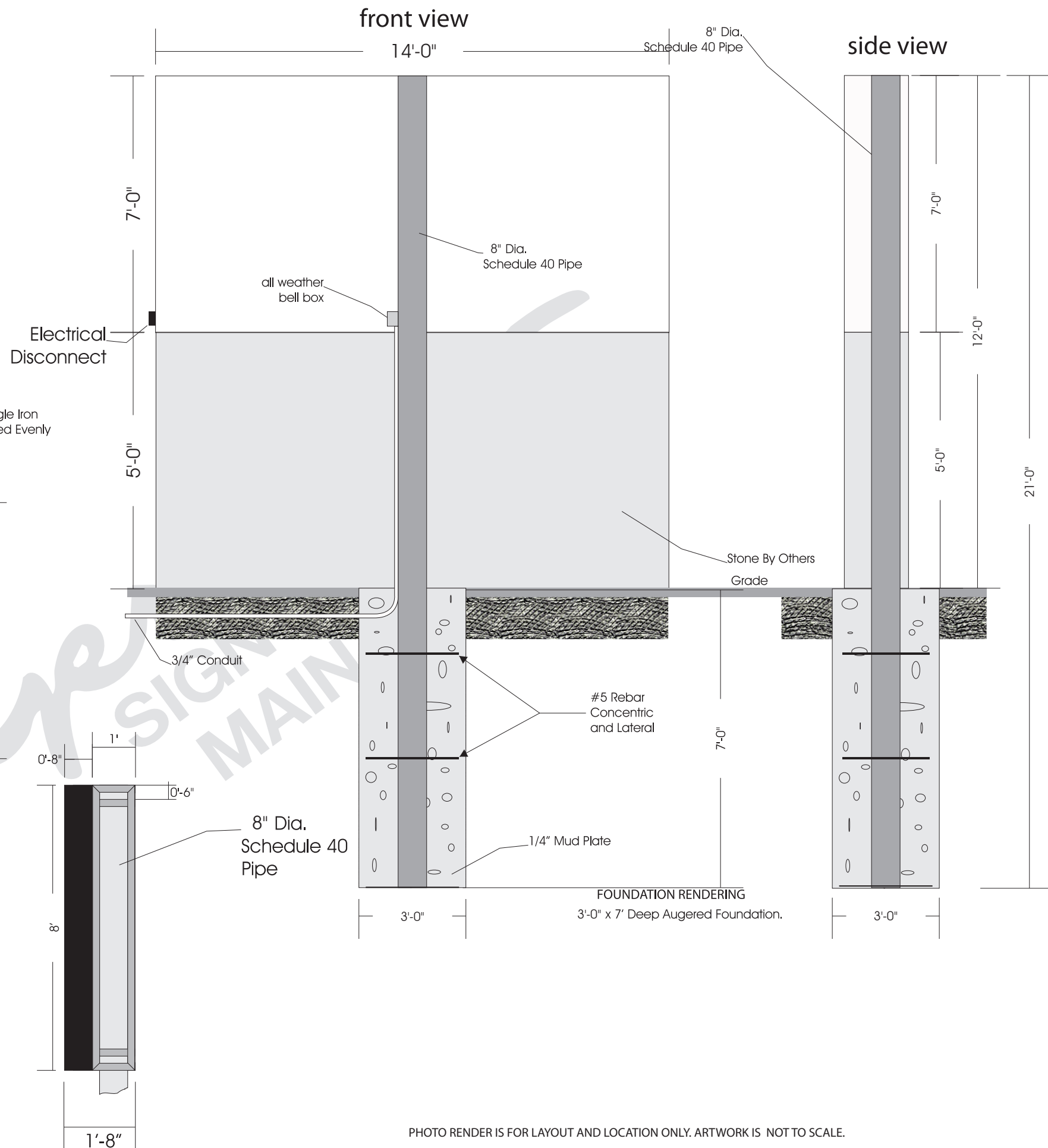
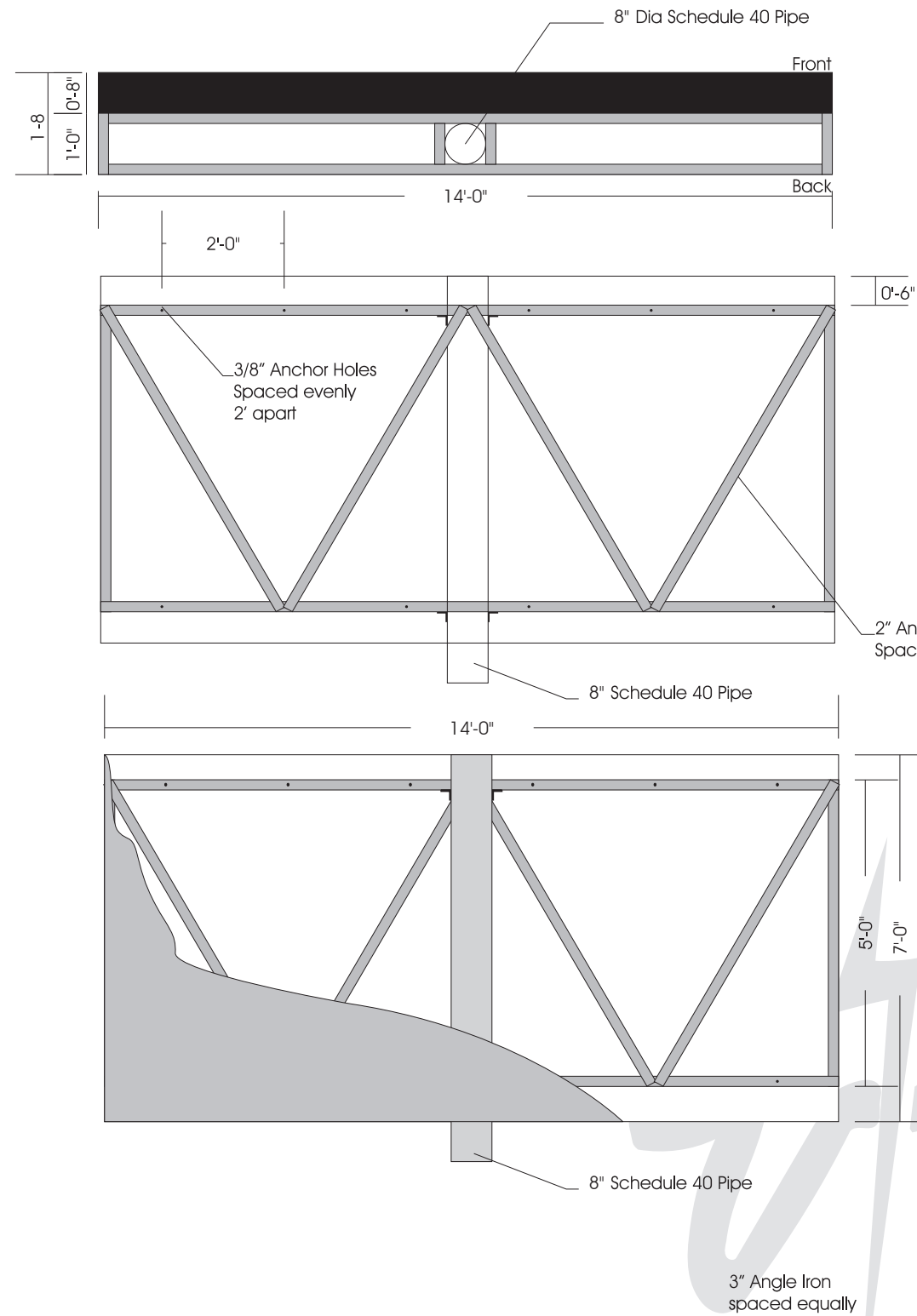
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THIS DRAWING IS THE  
PROPERTY OF EXPRESS  
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EXPRESS SIGNS. THIS  
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REPRODUCED, COPIED OR  
EXHIBITED IN ANY FASHION  
WITHOUT WRITTEN CONSENT  
FROM EXPRESS SIGNS.  
CHARGES UP TO \$2,000 WILL  
BE ASSESSED  
FOR ANY MIS-USE.

**SIGN TYPE:**  
**A1.1**

APPROVED BY:

DATE APPROVED:

© 2019 EXPRESS SIGNS, INC.



**(1) STRUCTURAL DRAWING**

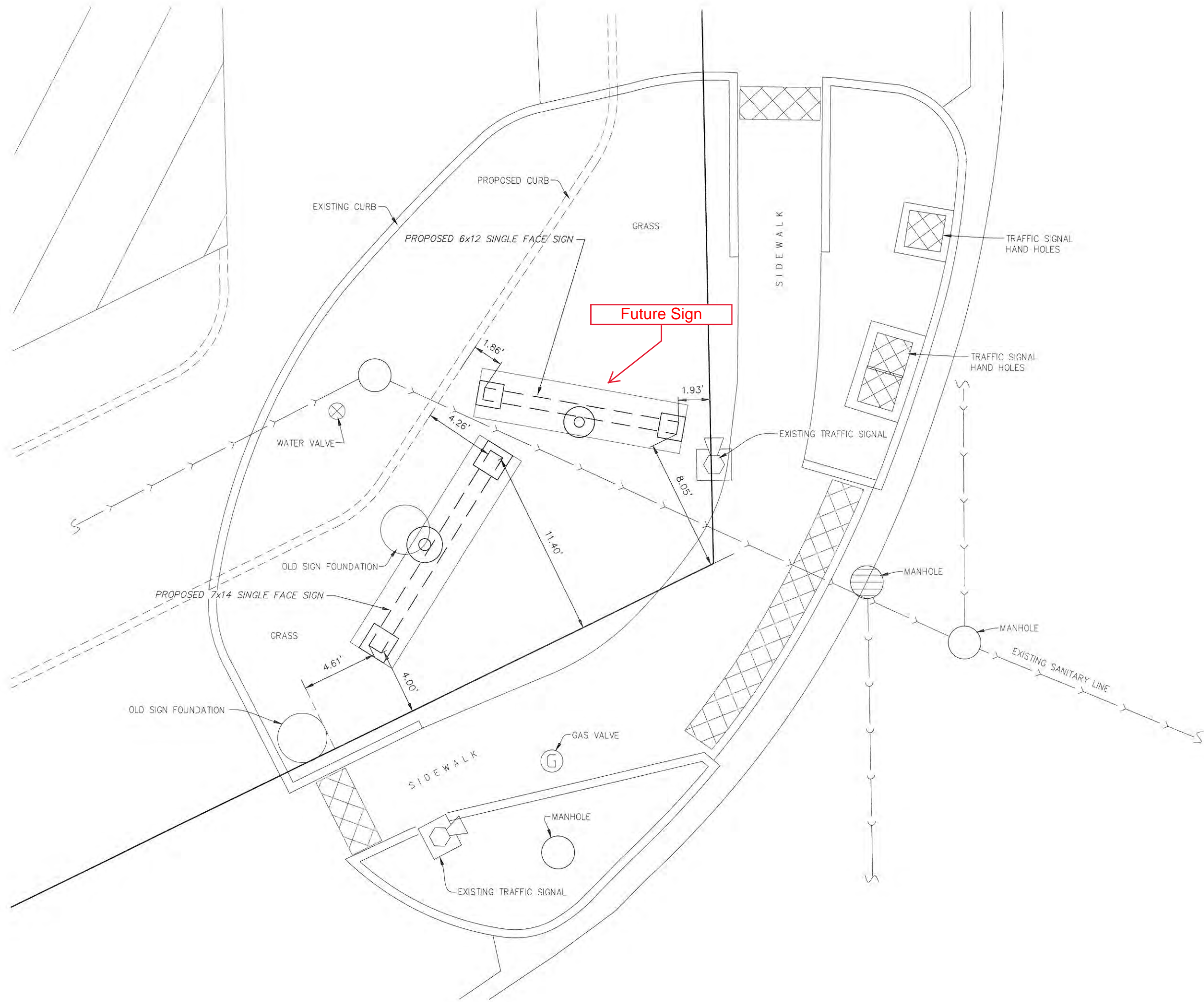
- Message center is 7'h x 14'w x 8"d
- Mounted to 8" Schedule 40 Pipe
- 2" x 2" x 3/16" Galvanized Angle Iron Frame
- Sides and back covered by aluminum sheets

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

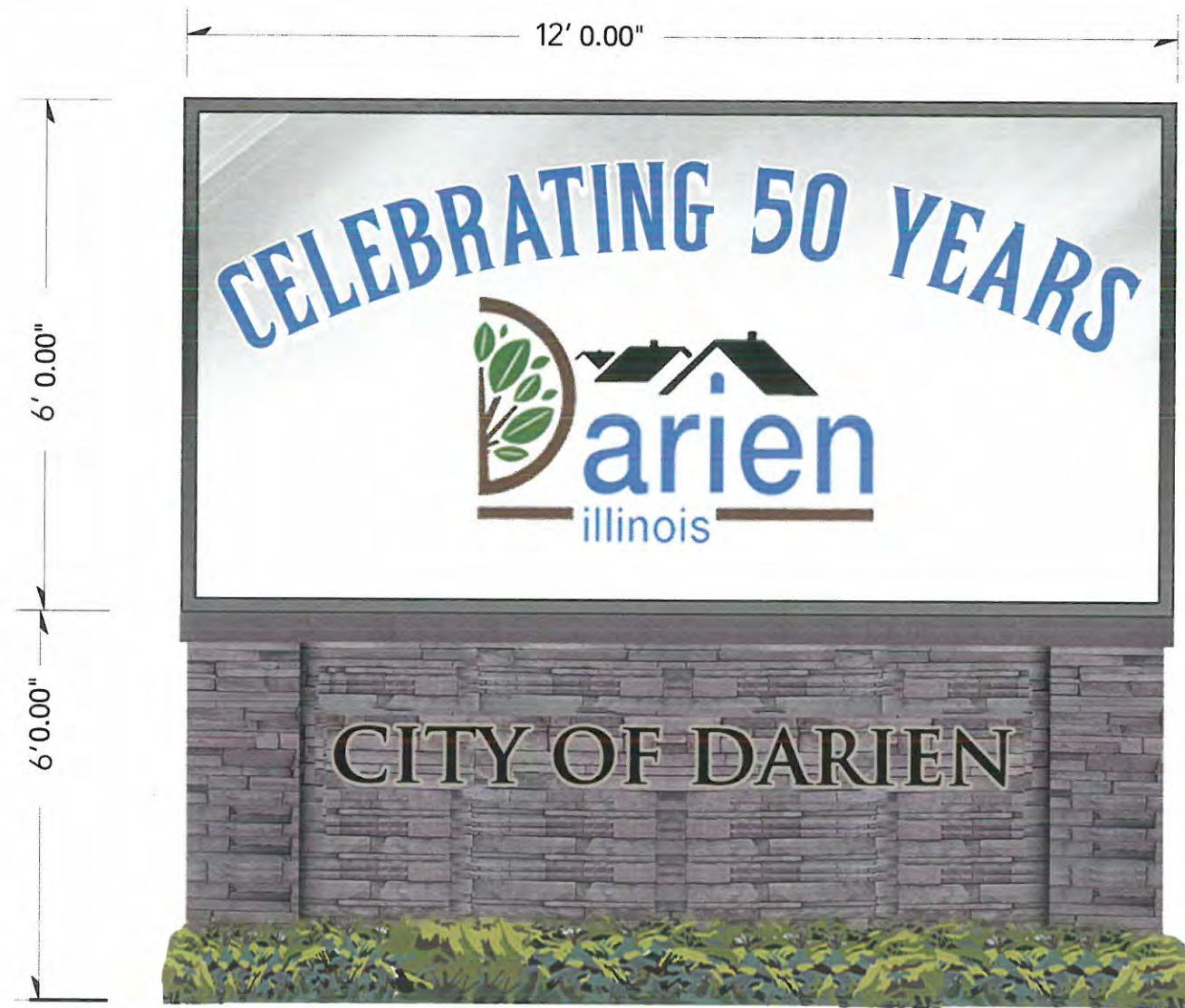
PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

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









**(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



Future Sign



**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:**

© 2017 EXPRESS SIGNS, INC.



**Express SIGN & LIGHTING MAINTENANCE**

PHONE: 815.725.0080  
 FAX: 815.725.7543  
 EMAIL: SIGNS@EXPSIGNS.COM  
 ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

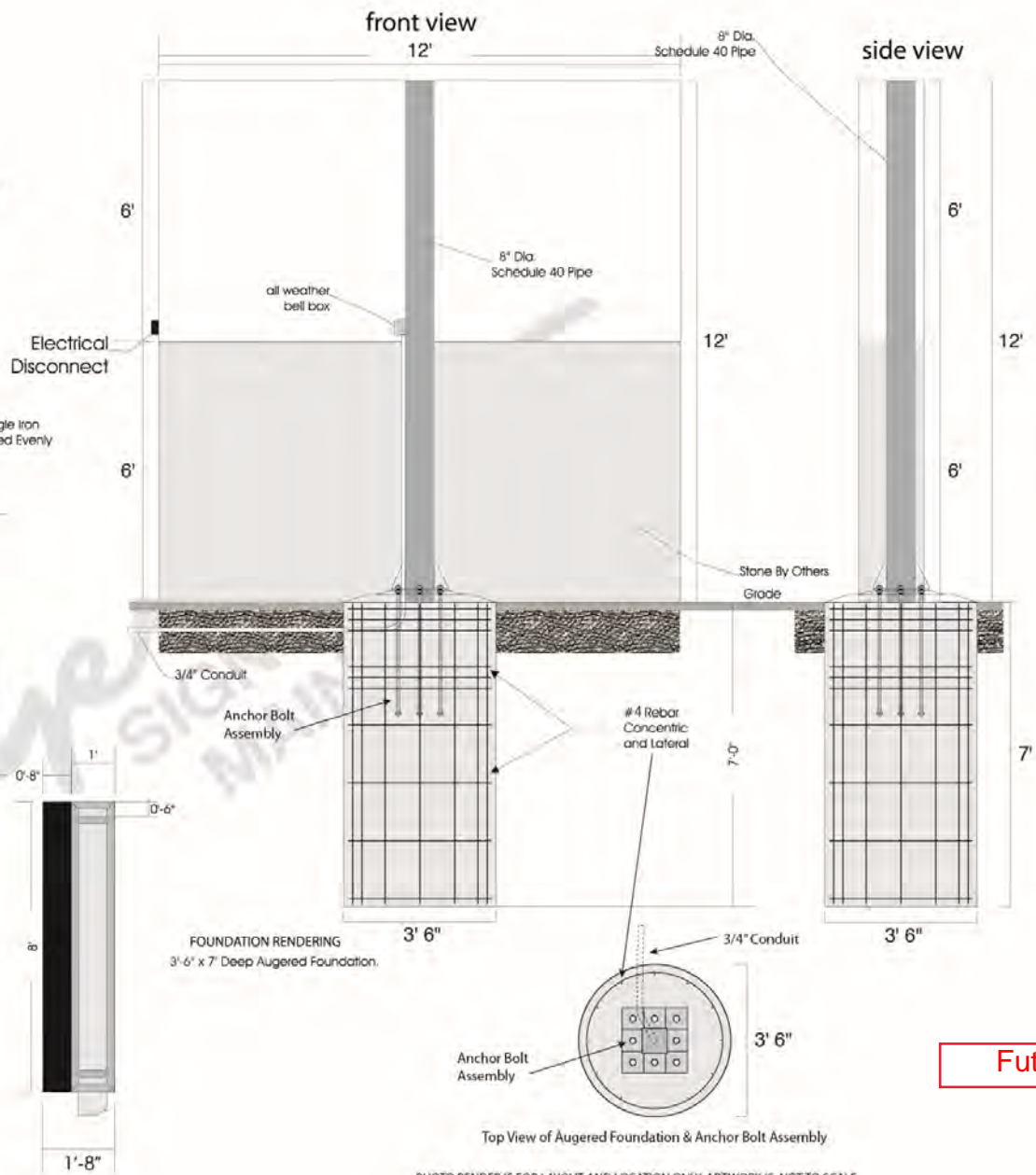
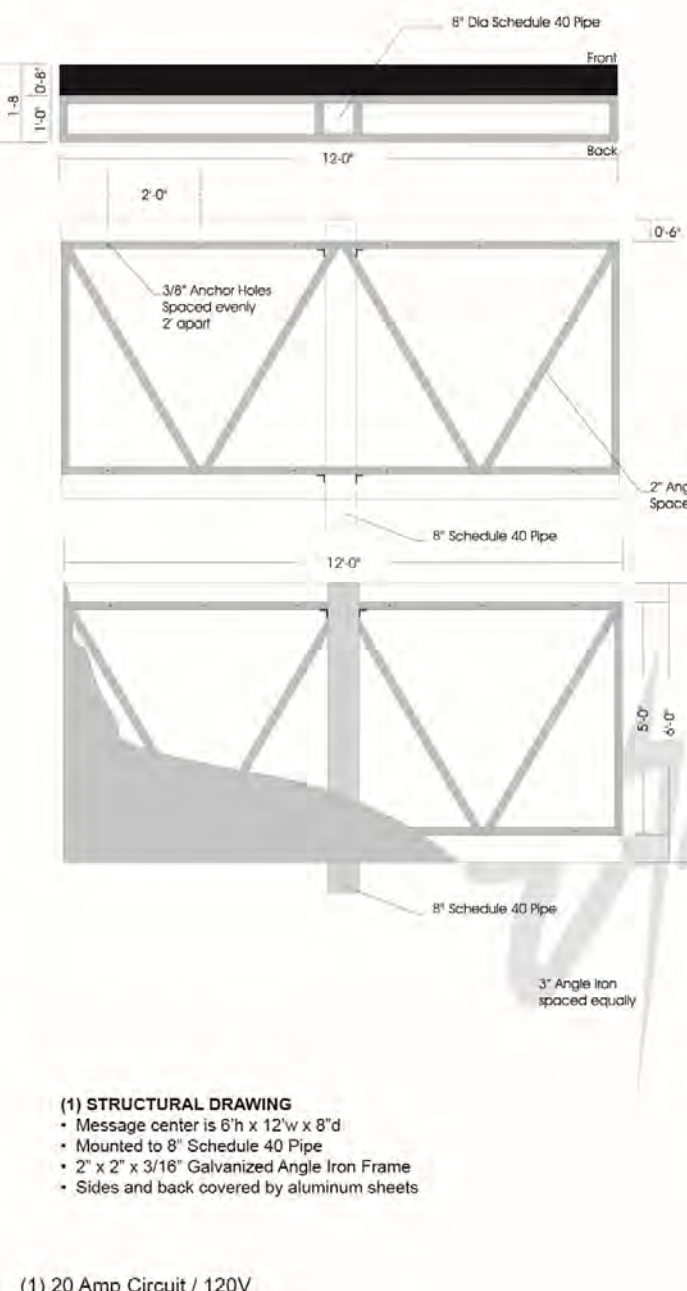
CUSTOMER: Chicago Billboard - Darien  
 PROJECT ADDRESS: Darien, IL  
 PROJECT: Structural Drawing  
 PROOF NO: 020-043  
 DESIGNER: SS  
 DATE: 02.26.20  
 SCALE: 3/8" = 1'  
 REVISION: 02.28.20 Update height.

**NOTES:**  
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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
  - 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 15<sup>th</sup> 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 15<sup>th</sup> day of June, 2020.

AYES \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

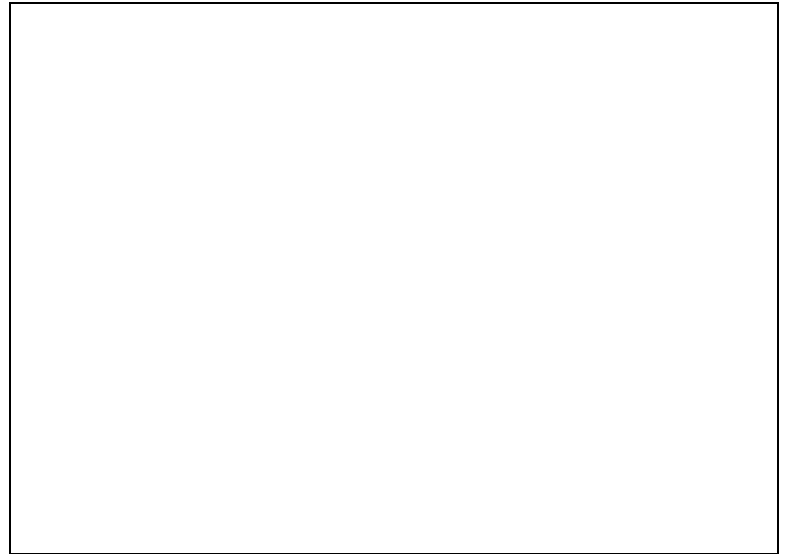
ATTEST:

\_\_\_\_\_  
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”).

### R E C I T A L S:

- 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.

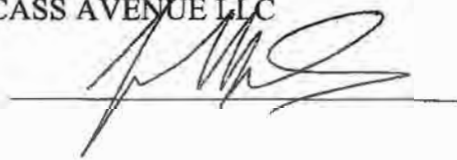
OWNER:

CITY:

7532 CASS AVENUE LLC

CITY OF DARIEN

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



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

Attest: \_\_\_\_\_



## **EXHIBIT 1**

### **Legal Description**

Said property is legally described as follows:

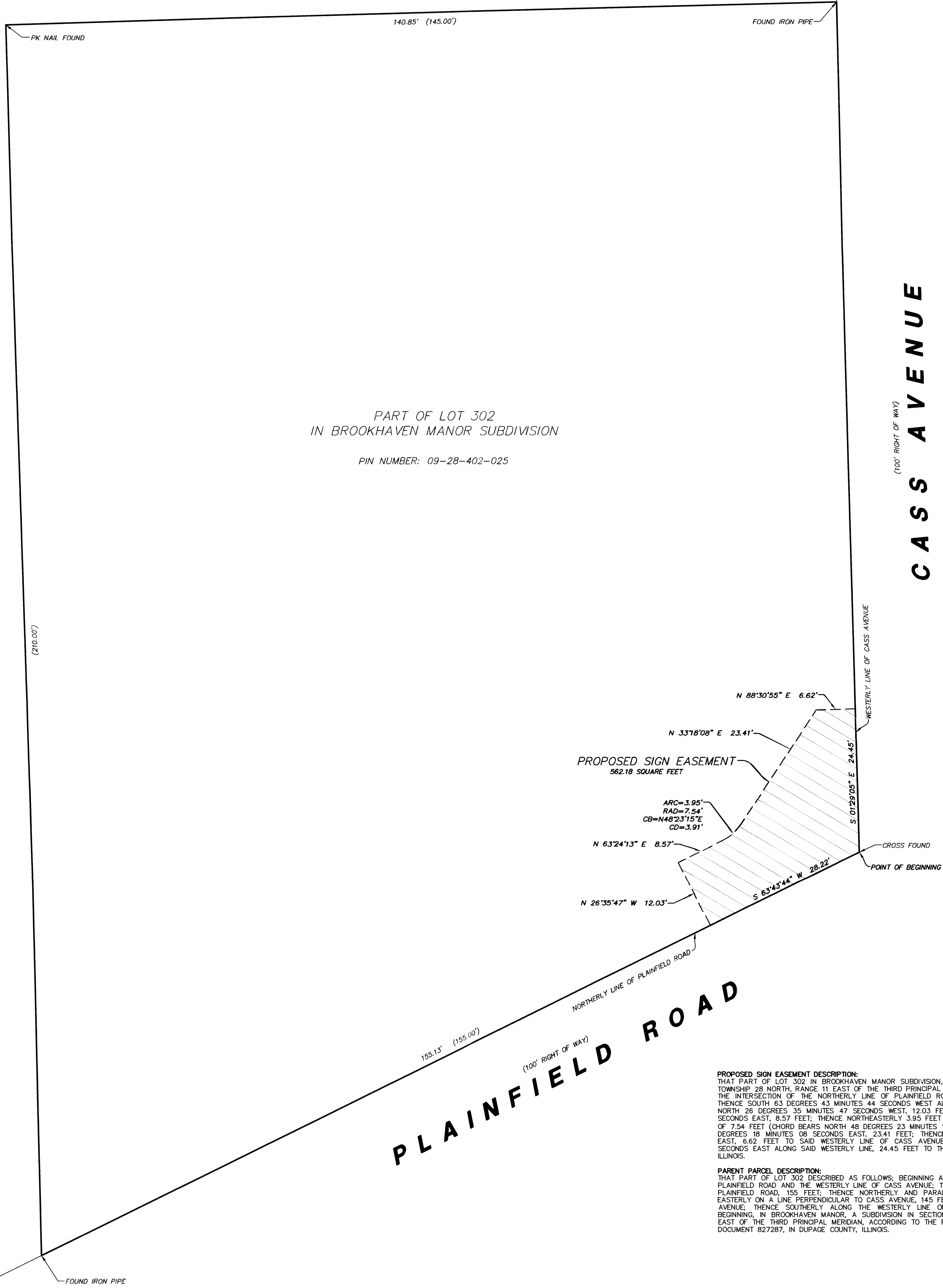
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A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

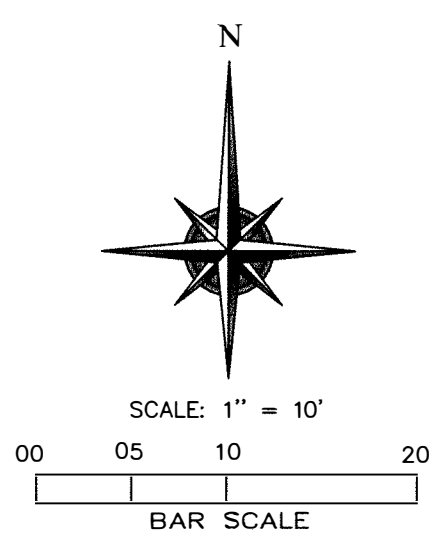
CASS AVENUE  
(100' RIGHT OF WAY)

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

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

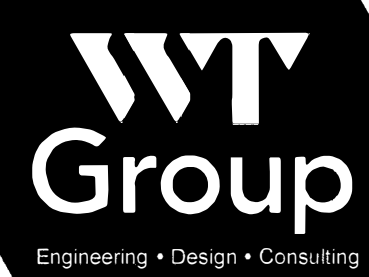
AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

EASE-1  
PLAT OF EASEMENT  
SHEET 1 OF 1

TO \_\_\_\_\_  
DATE \_\_\_\_\_  
CLIENT 2/13/20  
CLIENT 3/23/20

ISSUE

CASS AVENUE AND PLAINFIELD ROAD  
DARIEN, ILLINOIS



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

**A RESOLUTION APPROVING A DIGITAL SIGN AGREEMENT WITHIN A DEDICATED EASEMENT AT THE NORTHWEST CORNER AT 7532 CASS AVENUE, 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 15<sup>th</sup> day of June, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> 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. 95<sup>th</sup> 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:* \_\_\_\_\_

\_\_\_\_\_  
*Rodney S. Hursh*

*Attest:* \_\_\_\_\_

\_\_\_\_\_  
*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.

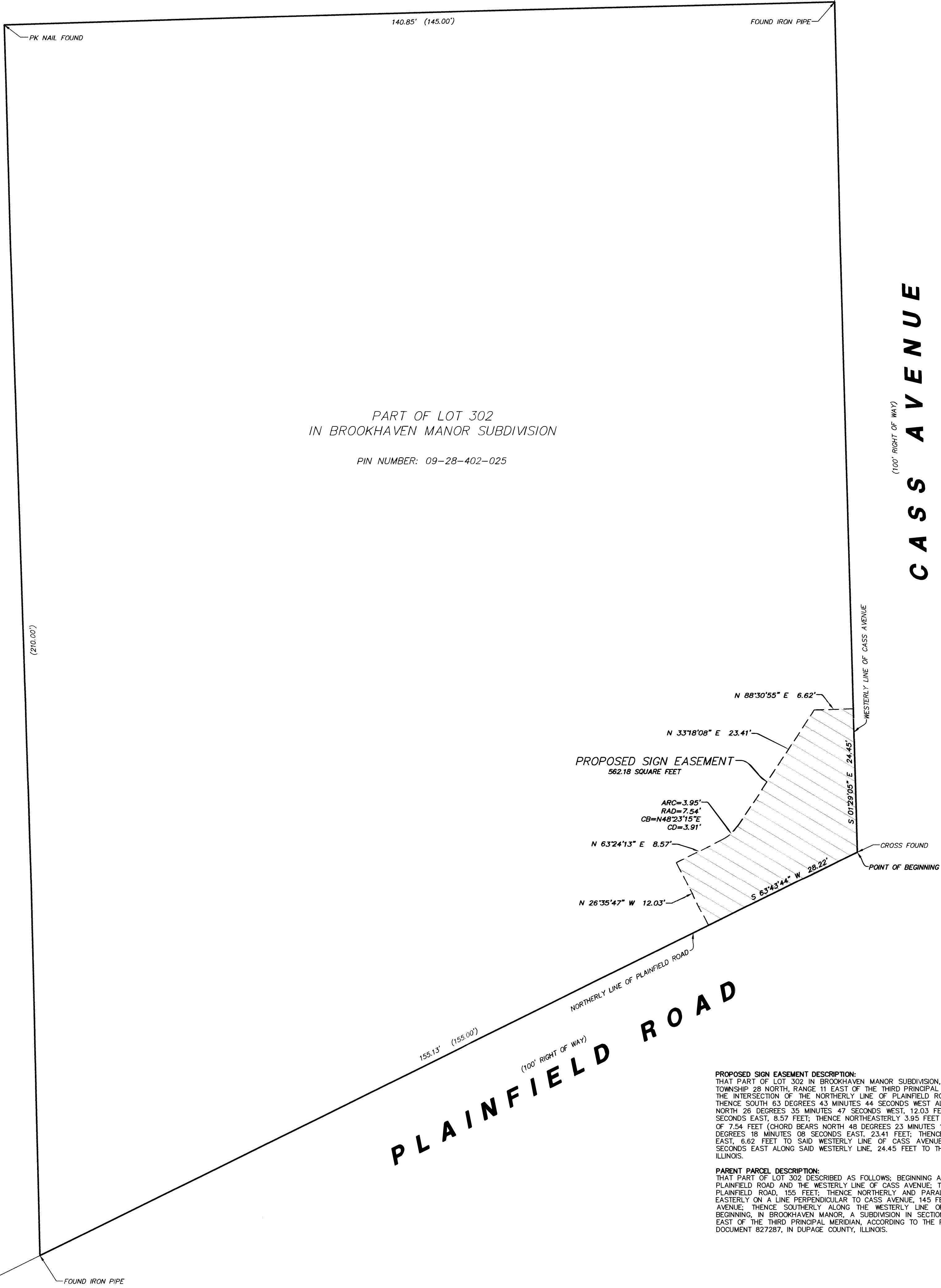
PIN: 09-28-402-025

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:



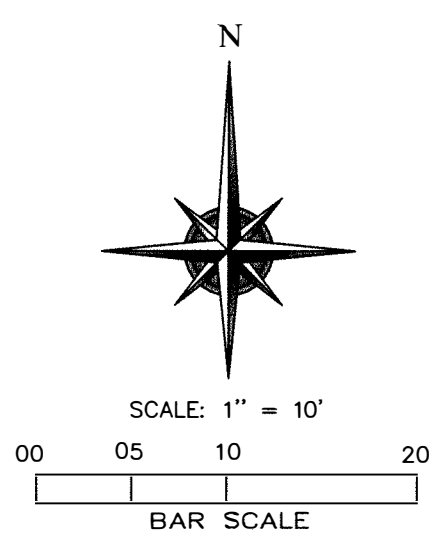
PART OF LOT 302  
IN BROOKHAVEN MANOR SUBDIVISION  
PIN NUMBER: 09-28-402-025

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 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.

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**OWNER'S CERTIFICATE**

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

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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

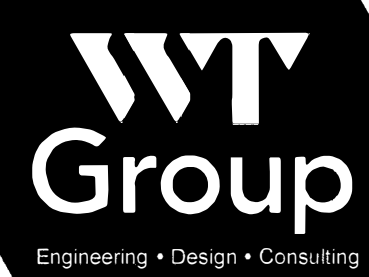
**EASE-1**  
PLAT OF EASEMENT  
SHEET 1 OF 1

CHECK/FIRM  
DRAWMAN/KCH  
JOB: 19137185

**ISSUE**

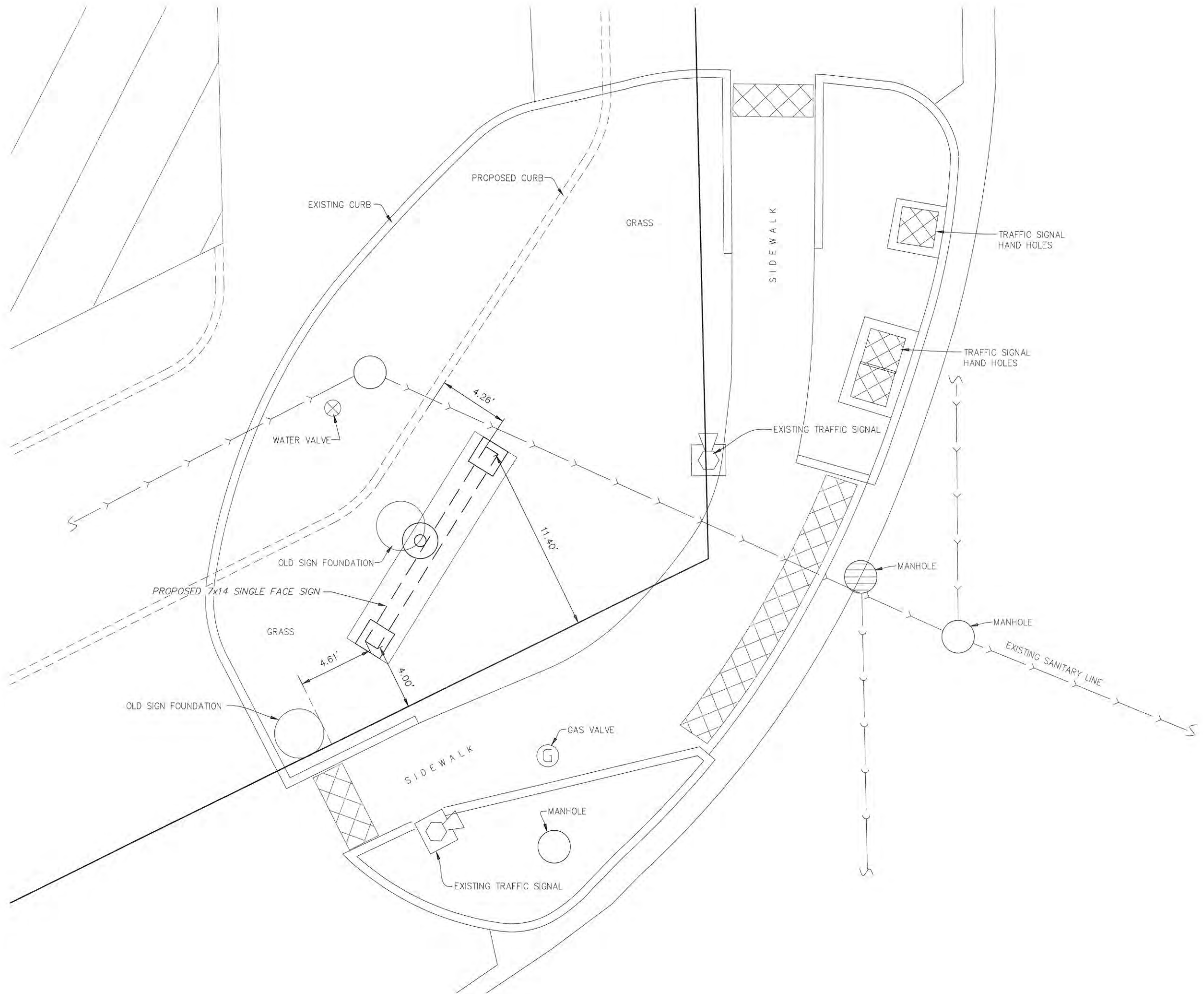
TO \_\_\_\_\_ DATE \_\_\_\_\_  
CLIENT \_\_\_\_\_ 2/13/20  
CLIENT \_\_\_\_\_ 3/23/20

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  
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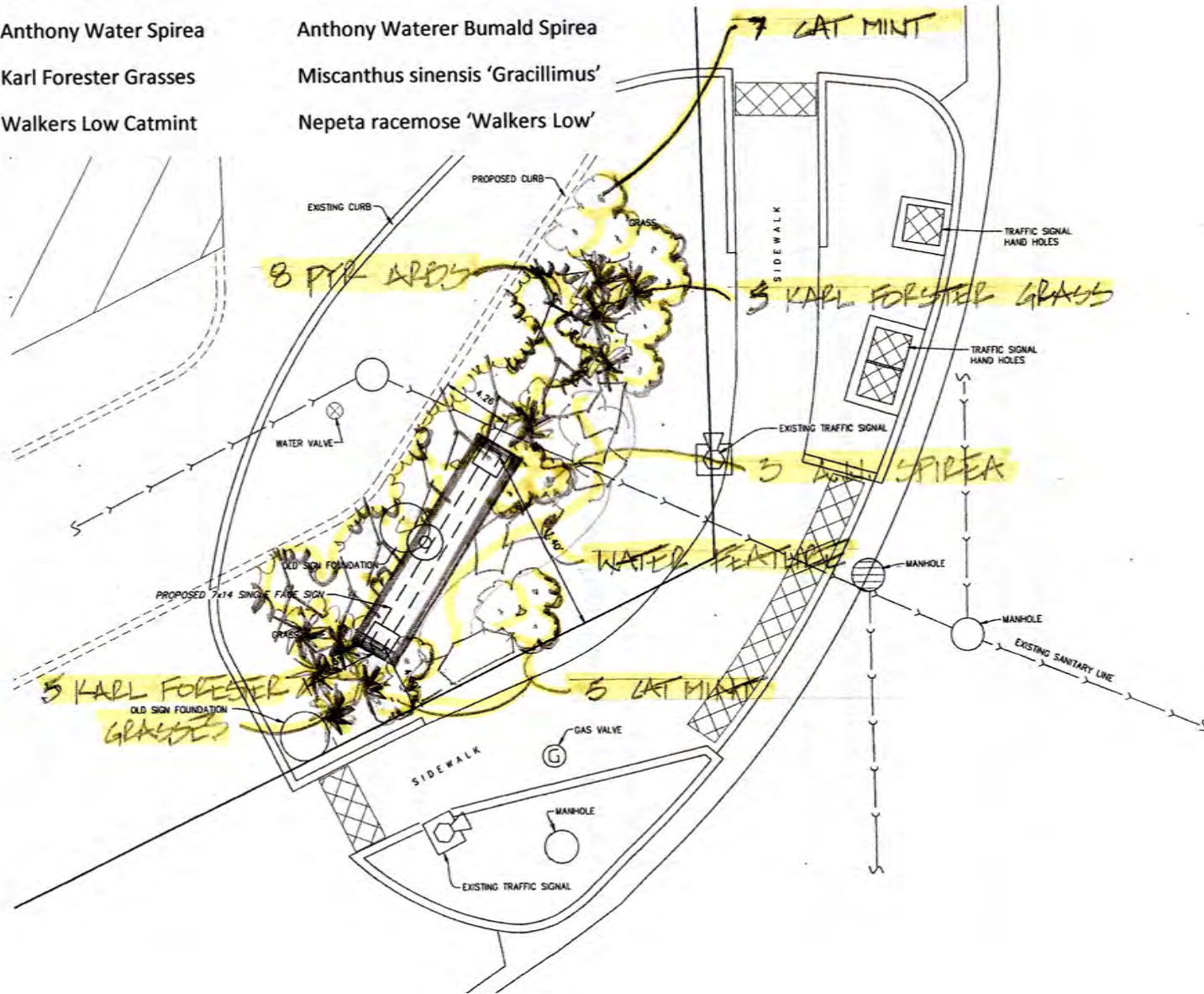


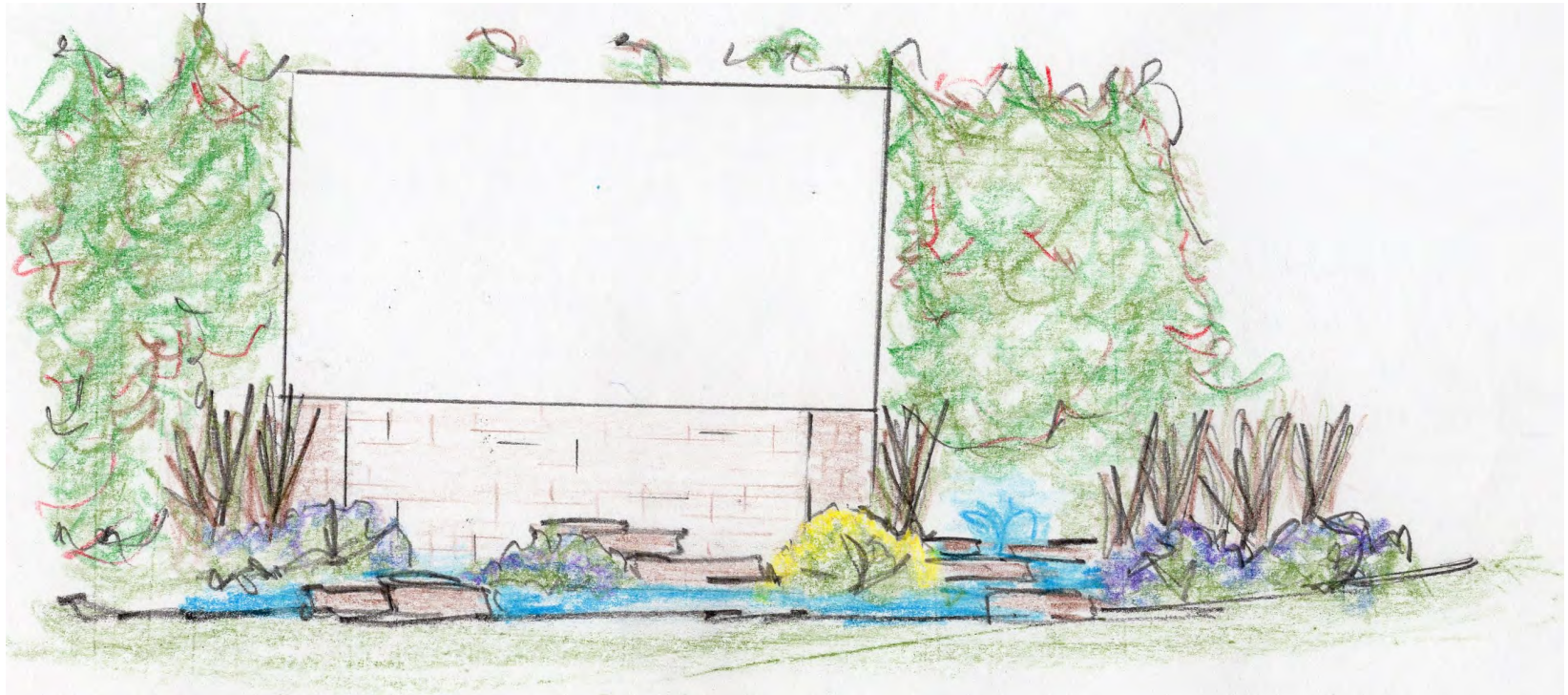




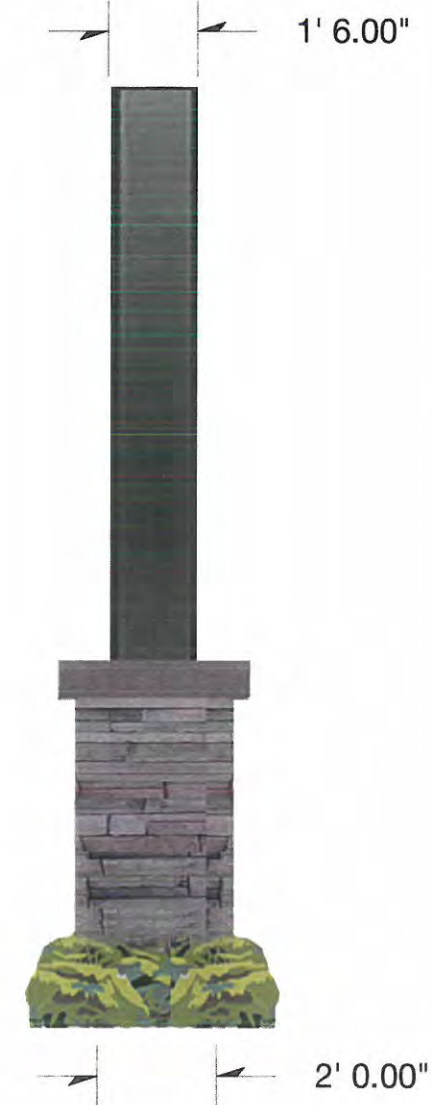
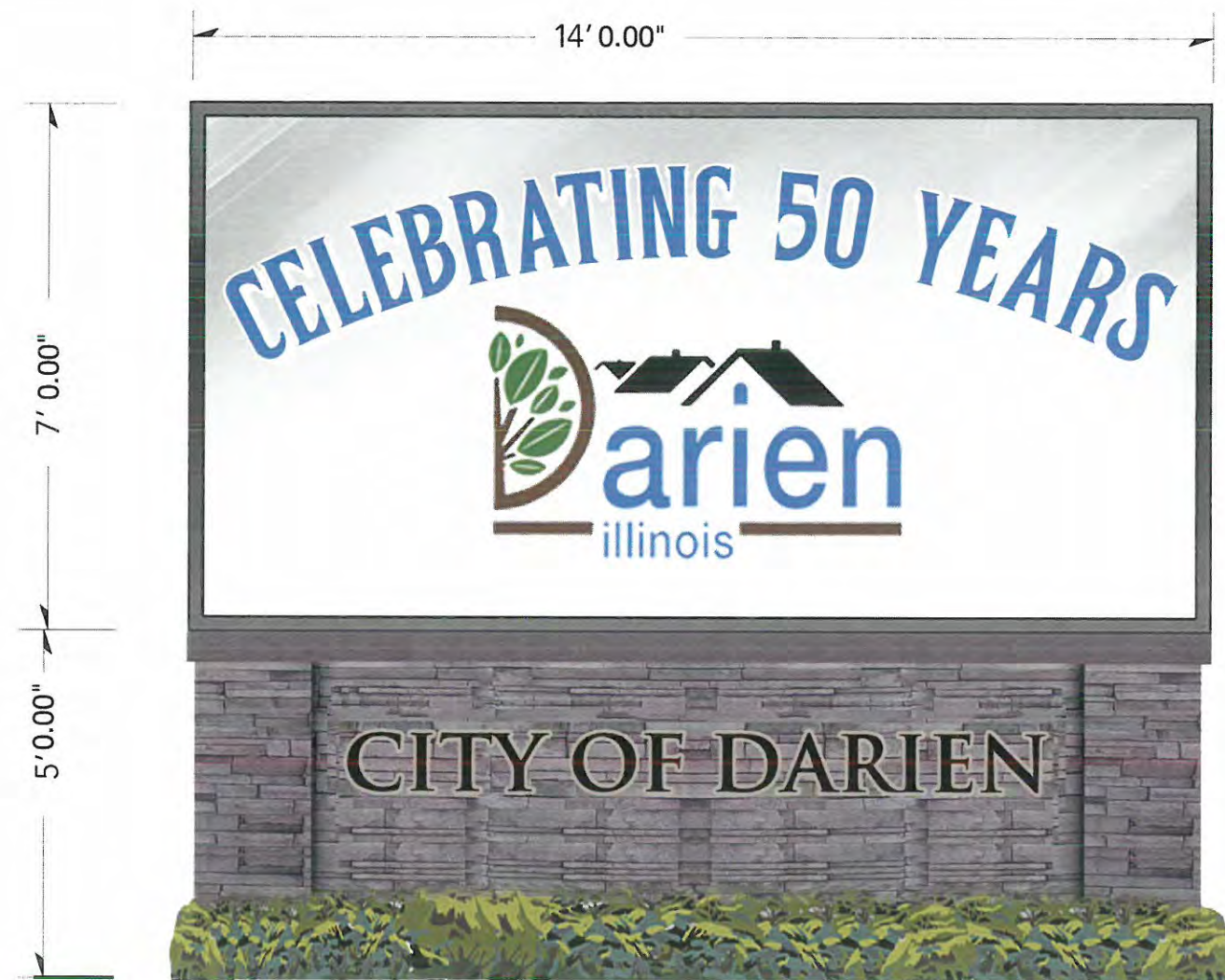
Plant list for Darian sign

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









**(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER**

**EMC DETAILS:**

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0\"/>

**(1) FLAT CUT OUT ALUMINUM LETTERS**

- 22\"/>

**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\"/>

**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.

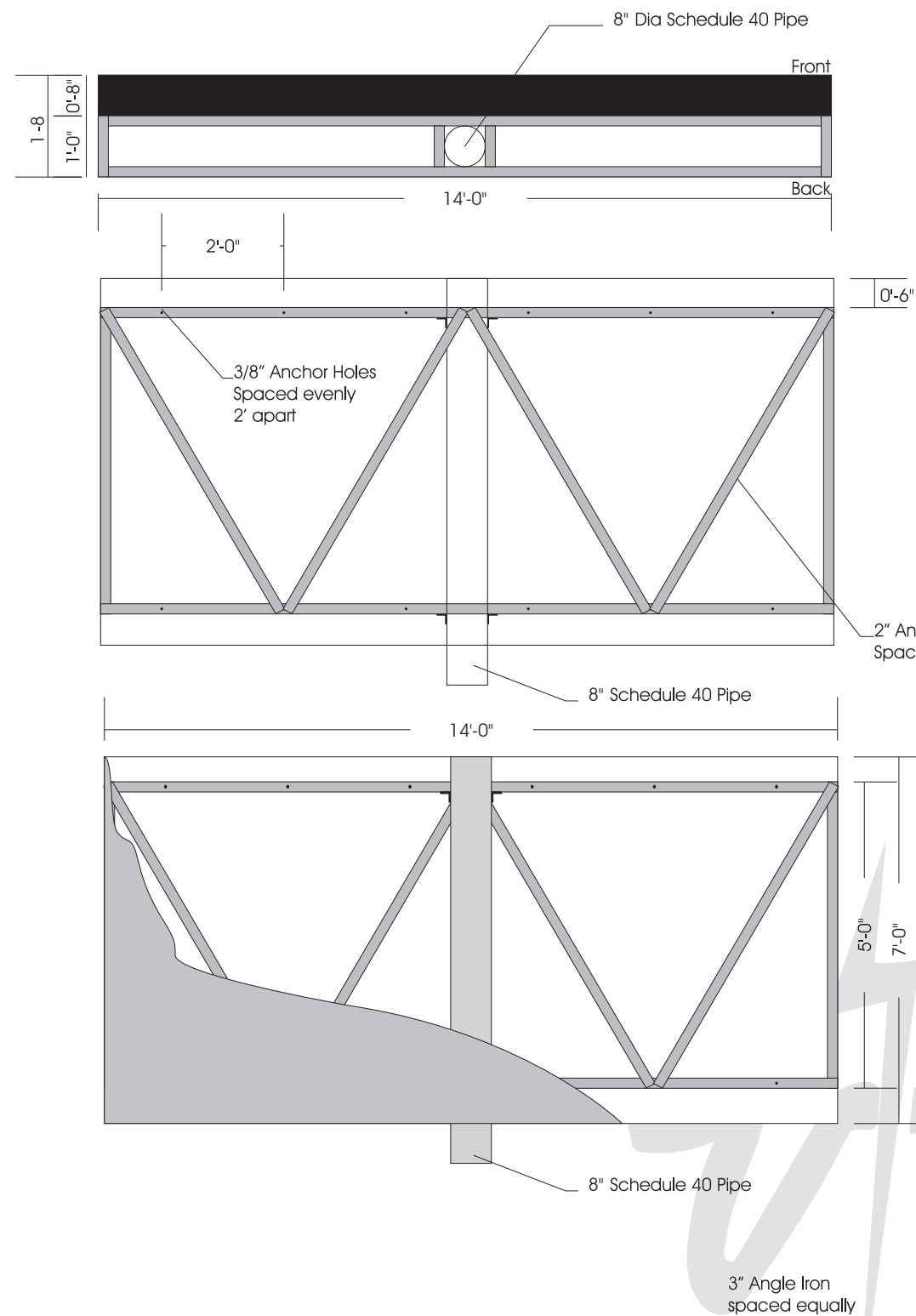
**NOTES:**  
THIS DRAWING IS THE  
PROPERTY OF EXPRESS  
SIGNS AND IS TO ONLY BE  
USED IN CONNECTION WITH  
WORK PERFORMED BY  
EXPRESS SIGNS. THIS  
DRAWING IS NOT TO BE  
REPRODUCED, COPIED OR  
EXHIBITED IN ANY FASHION  
WITHOUT WRITTEN CONSENT  
FROM EXPRESS SIGNS.  
CHARGES UP TO \$2,000 WILL  
BE ASSESSED  
FOR ANY MIS-USE.

**SIGN TYPE:**  
A1.1

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

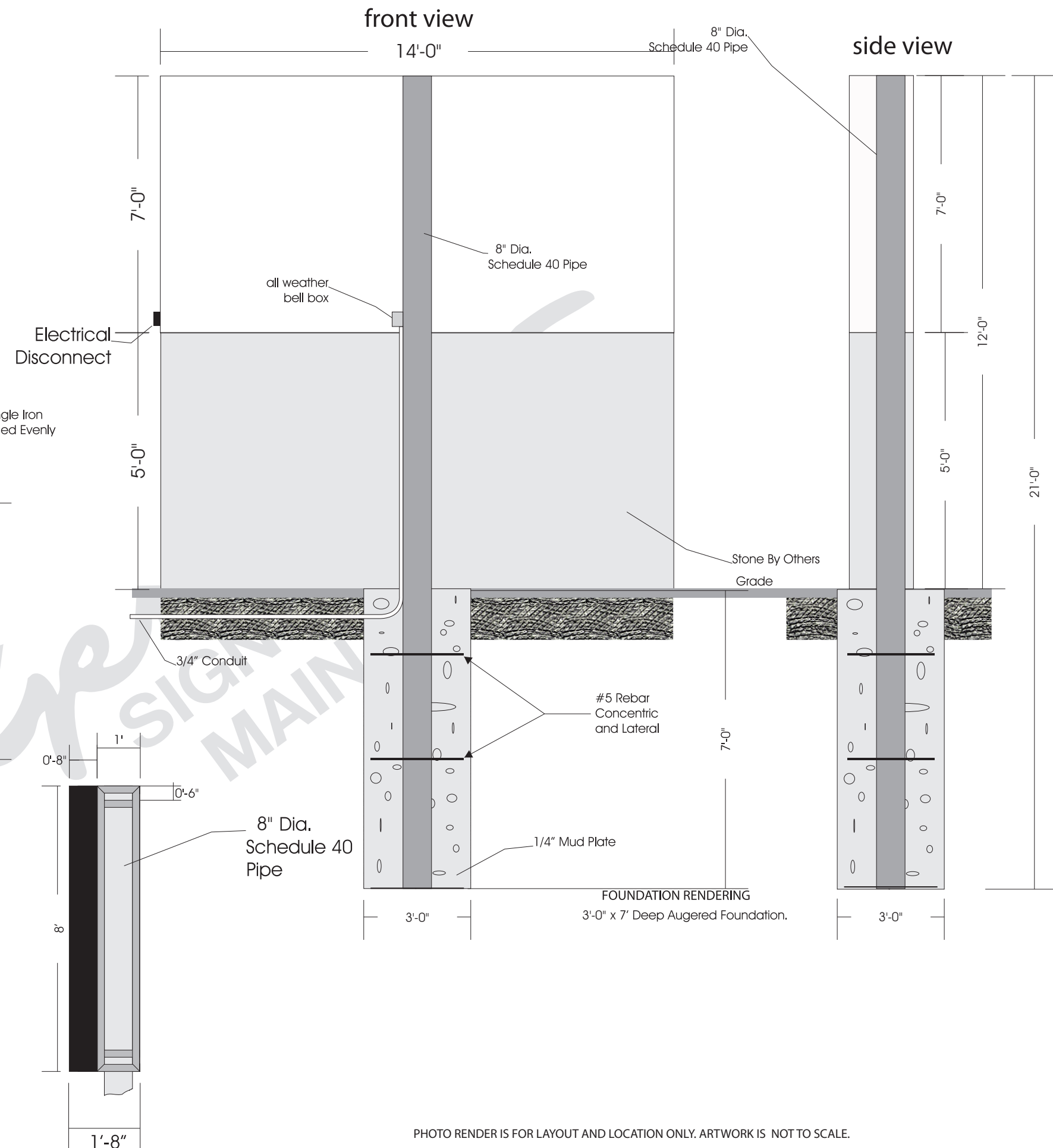
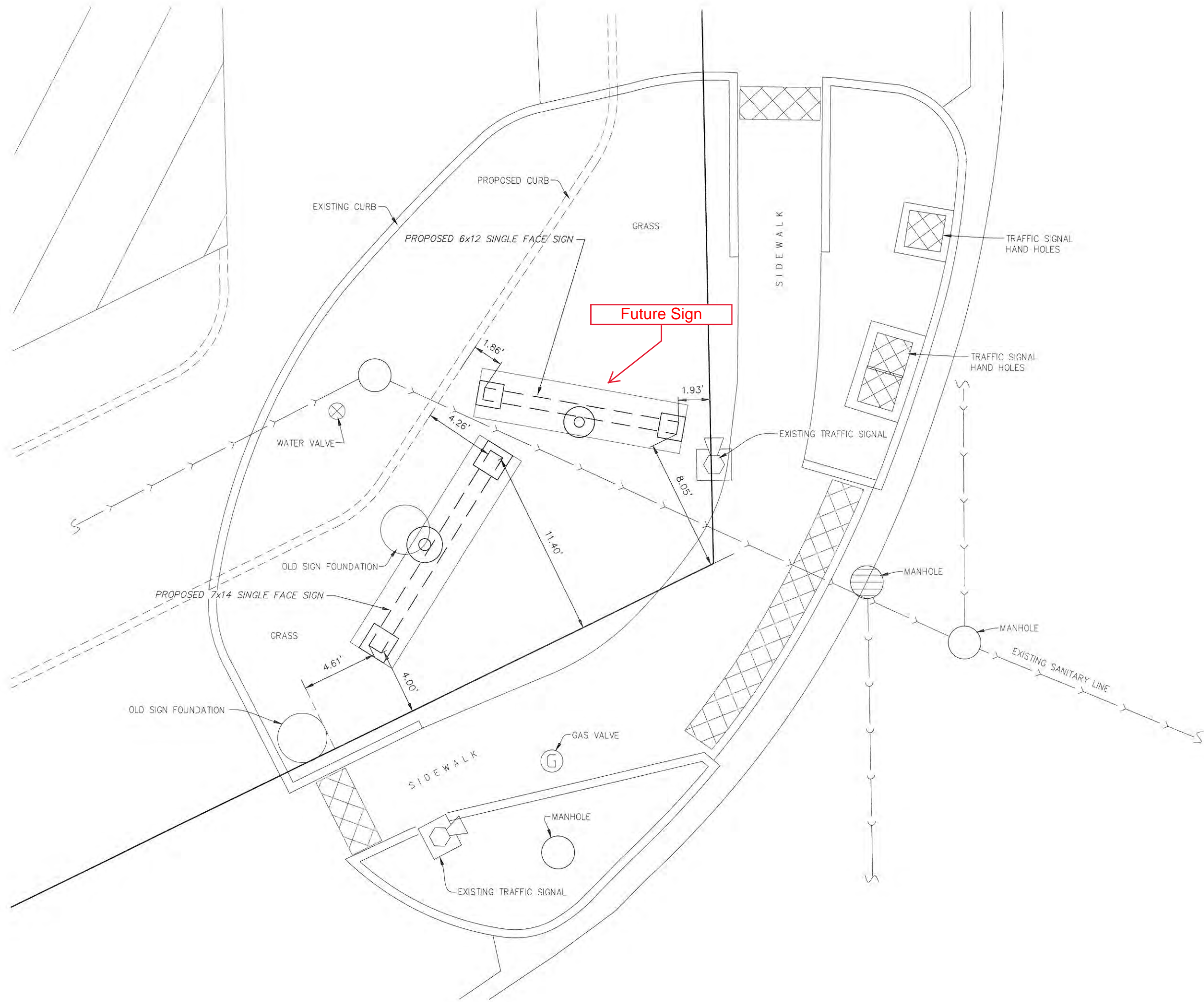
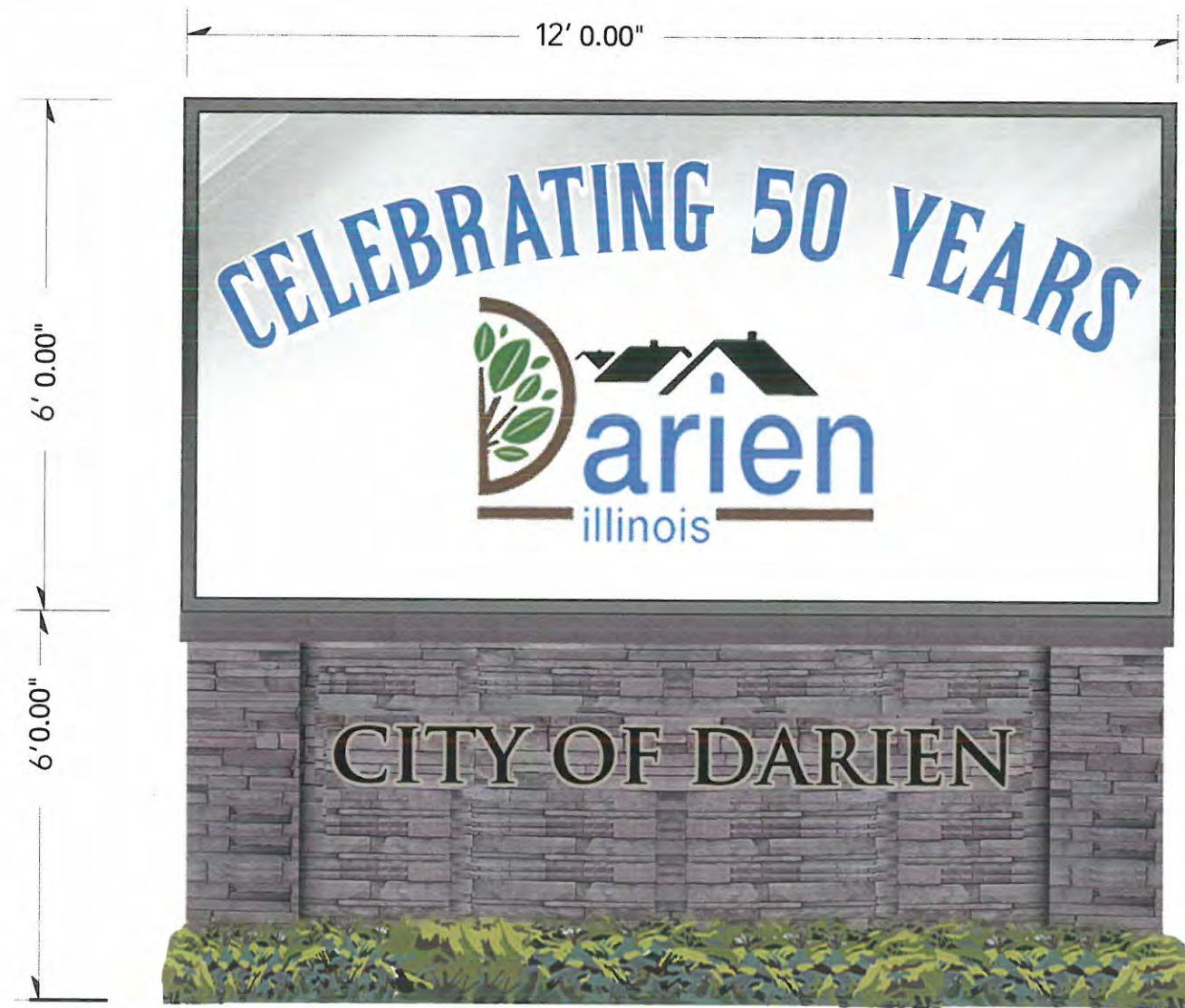


PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.









**(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



Future Sign



**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:**

© 2017 EXPRESS SIGNS, INC.



**Express SIGN & LIGHTING MAINTENANCE**

PHONE: 815.725.0080  
 FAX: 815.725.7543  
 EMAIL: SIGNS@EXPSIGNS.COM  
 ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

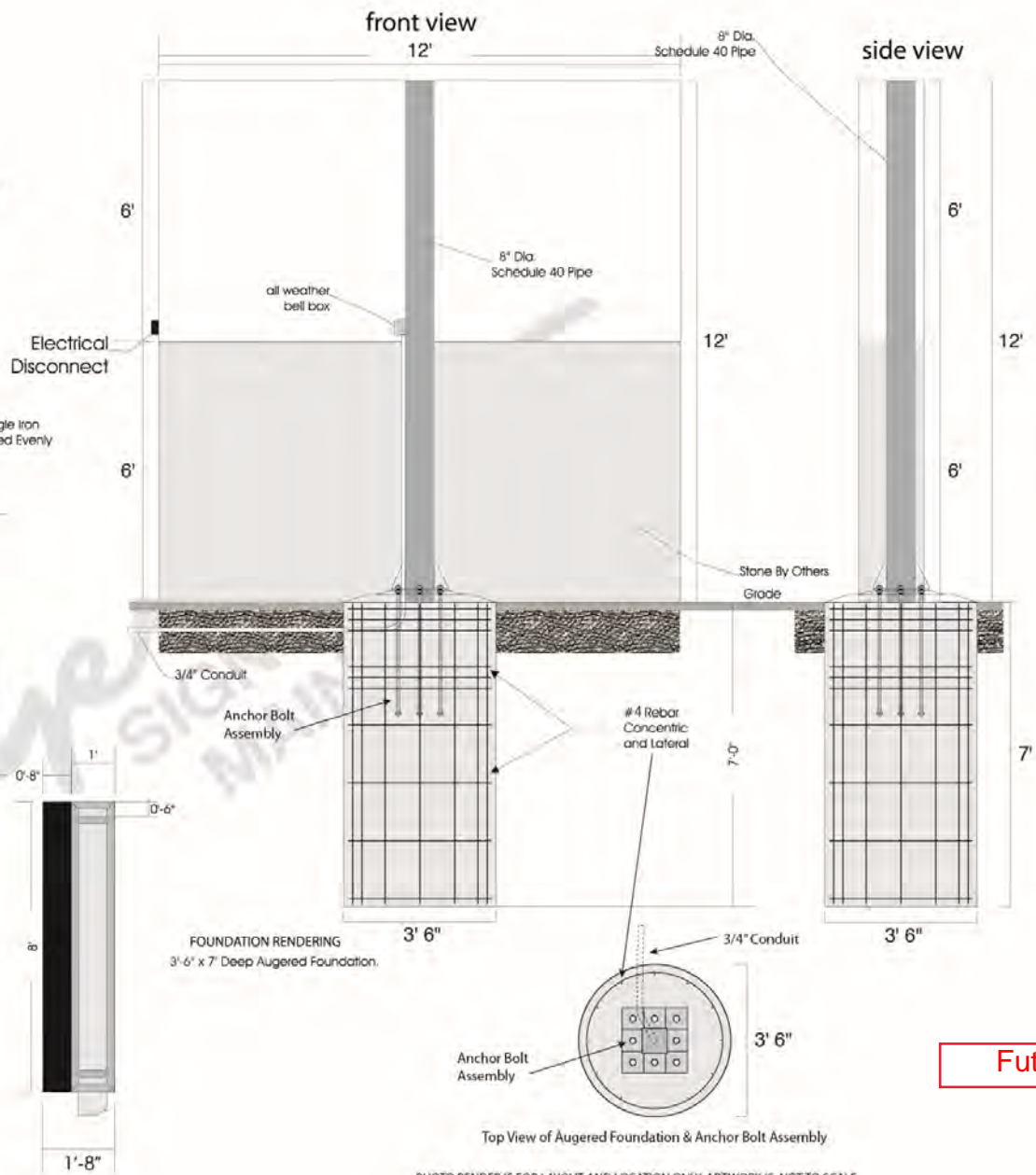
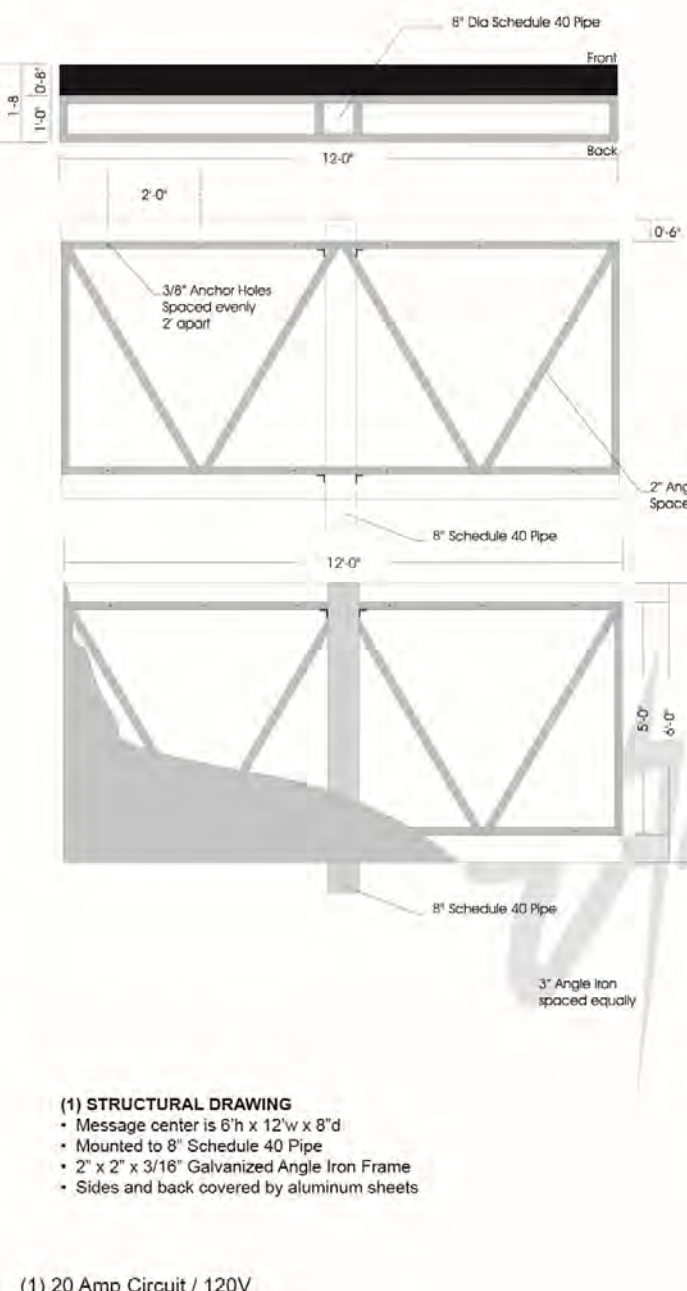
CUSTOMER: Chicago Billboard - Darien  
 PROJECT ADDRESS: Darien, IL  
 PROJECT: Structural Drawing  
 PROOF NO: 020-043  
 DESIGNER: SS  
 DATE: 02.26.20  
 SCALE: 3/8" = 1'  
 REVISION: 02.28.20 Update height.

**NOTES:**  
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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**  
**Municipal Services Committee**  
**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

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

**STAFF RECOMMENDATION**

Staff 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.



# PLAT OF EASEMENT VACATION

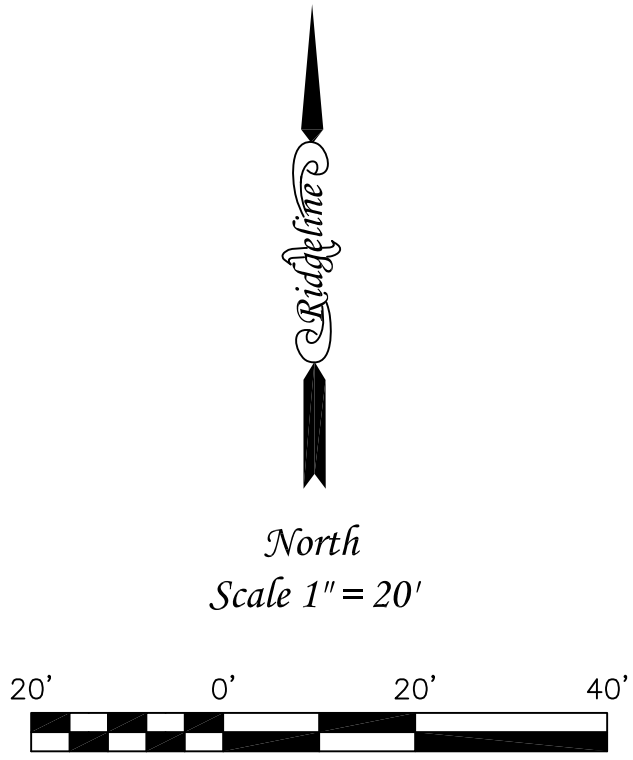
**LEGAL DESCRIPTION OF PROPERTY:**

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



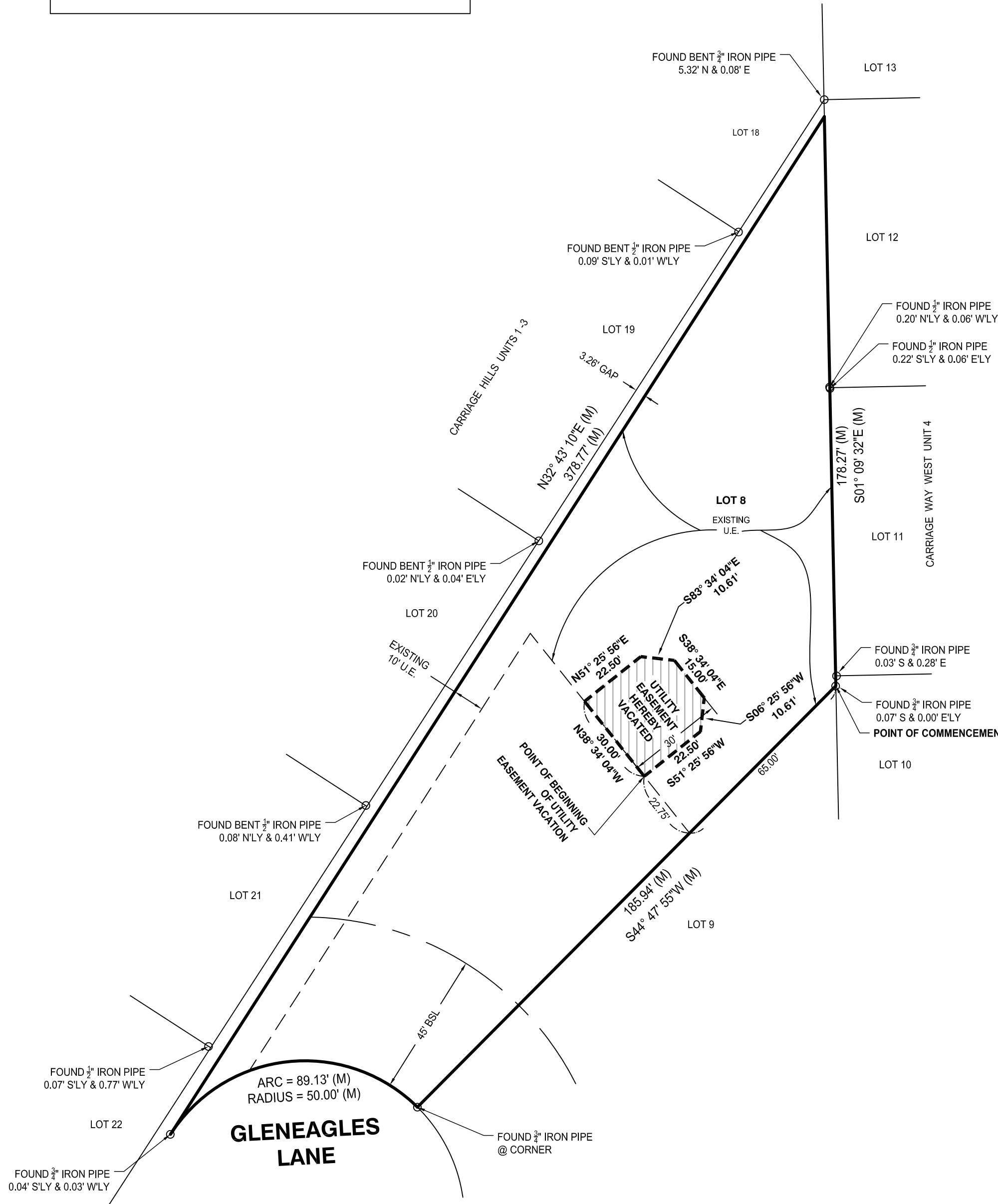
**AREA TO BE VACATED**  
UTILITY EASEMENT ON LOT 8 = 843.75 SQ. FT. = 0.0194 ACRES

**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 SOUTHEASTERLY 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 VRS 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
Drawn By	TMS/TLG
Checked By	GHS
Date	6/2/2020
Client	
Project Number	2020-0208





# 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.



North  
Scale 1" = 20'



**ABBREVIATION LEGEND**

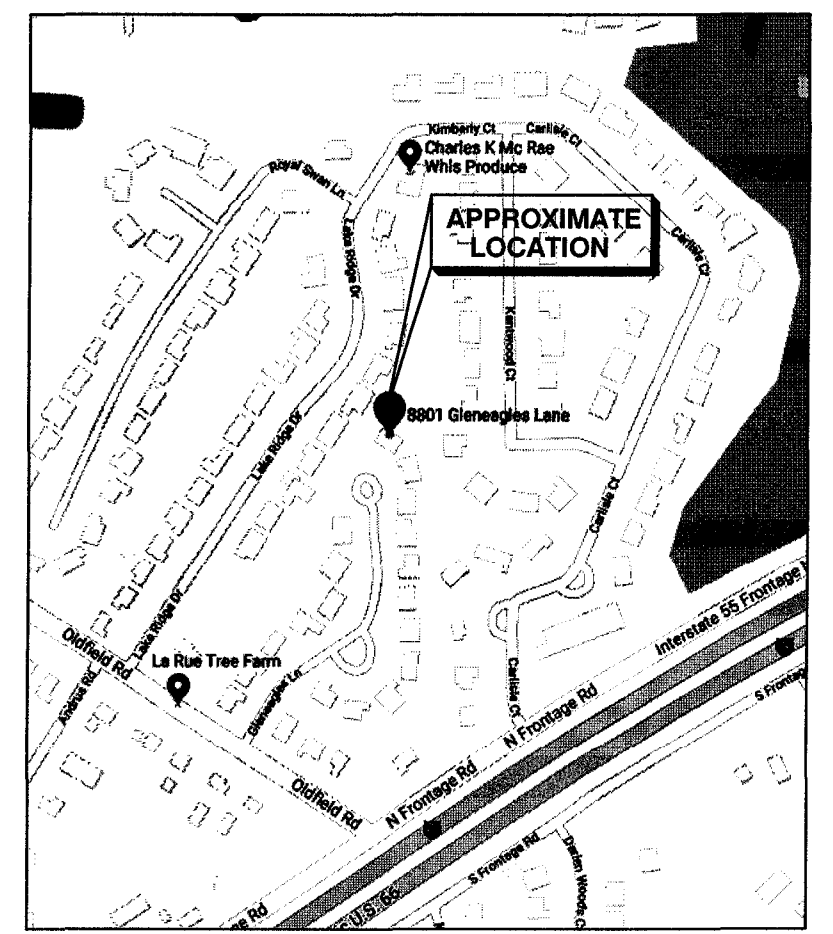
- BSL = BUILDING SETBACK LINE
- E = EAST
- E'LY = EASTERLY
- FEX = FENCE CORNER
- FFE = FINISHED FLOOR ELEVATION
- ICV = IRRIGATION CONTROL VALVE
- (M) = MEASURED DISTANCE
- MT = MULTI TRUNK
- N = NORTH
- N'LY = NORTHERLY
- PVC = POLYVINYL CHLORIDE PIPE
- P.U.E. = PUBLIC UTILITY EASEMENT
- (R) = RECORD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

**SYMBOL LEGEND**

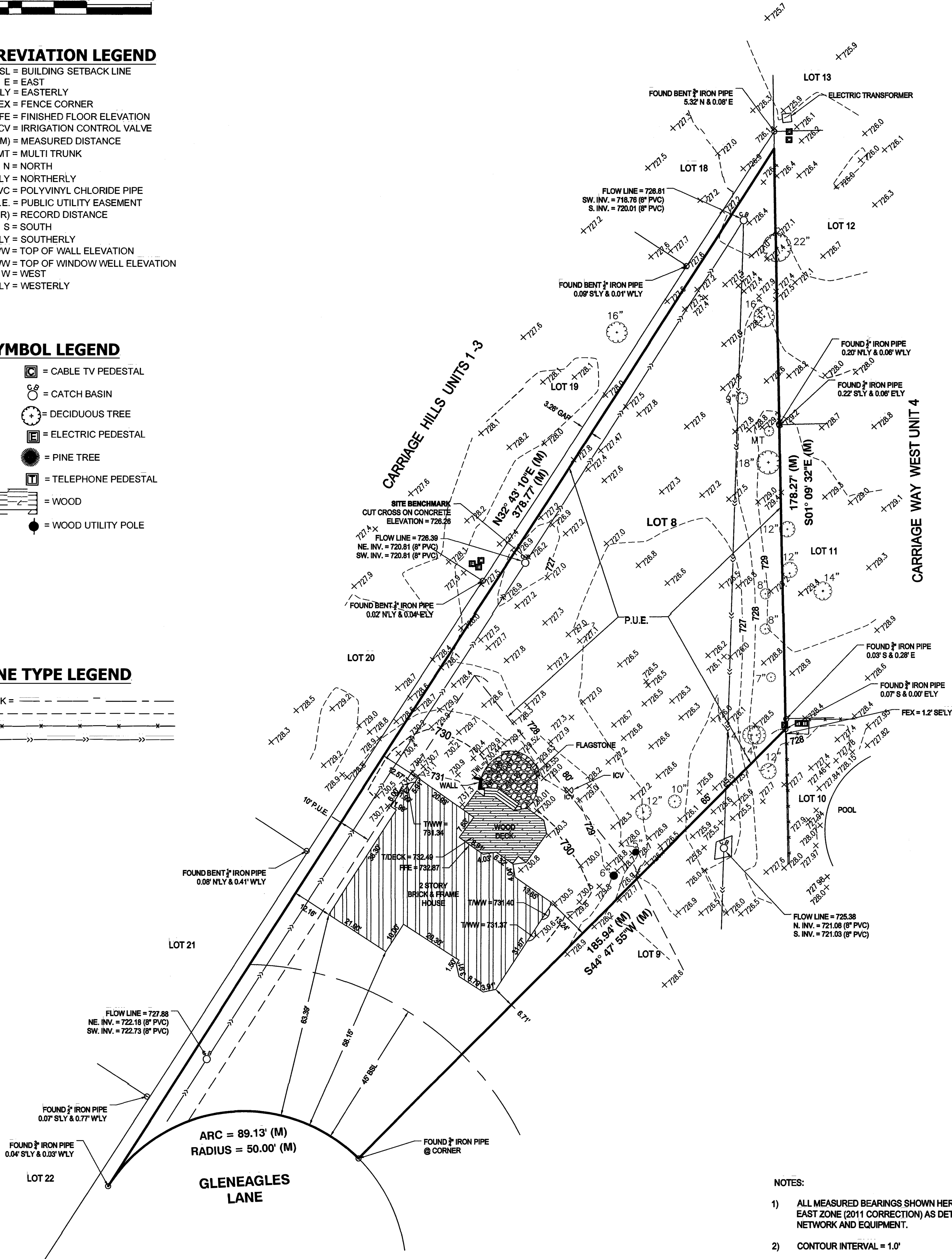
- = CABLE TV PEDESTAL
- = CATCH BASIN
- = DECIDUOUS TREE
- = ELECTRIC PEDESTAL
- = PINE TREE
- = TELEPHONE PEDESTAL
- = WOOD
- = WOOD UTILITY POLE

**LINE TYPE LEGEND**

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



Vicinity Map  
(No Scale)



**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' SW'LY & 436' E'LY 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.

<b>1</b> OF <b>3</b> SHEET	<b>TOPO SURVEY</b>
	<b>8801 GLENEAGLES</b>
	<b>DARIEN, ILLINOIS</b>
	2020-0208

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

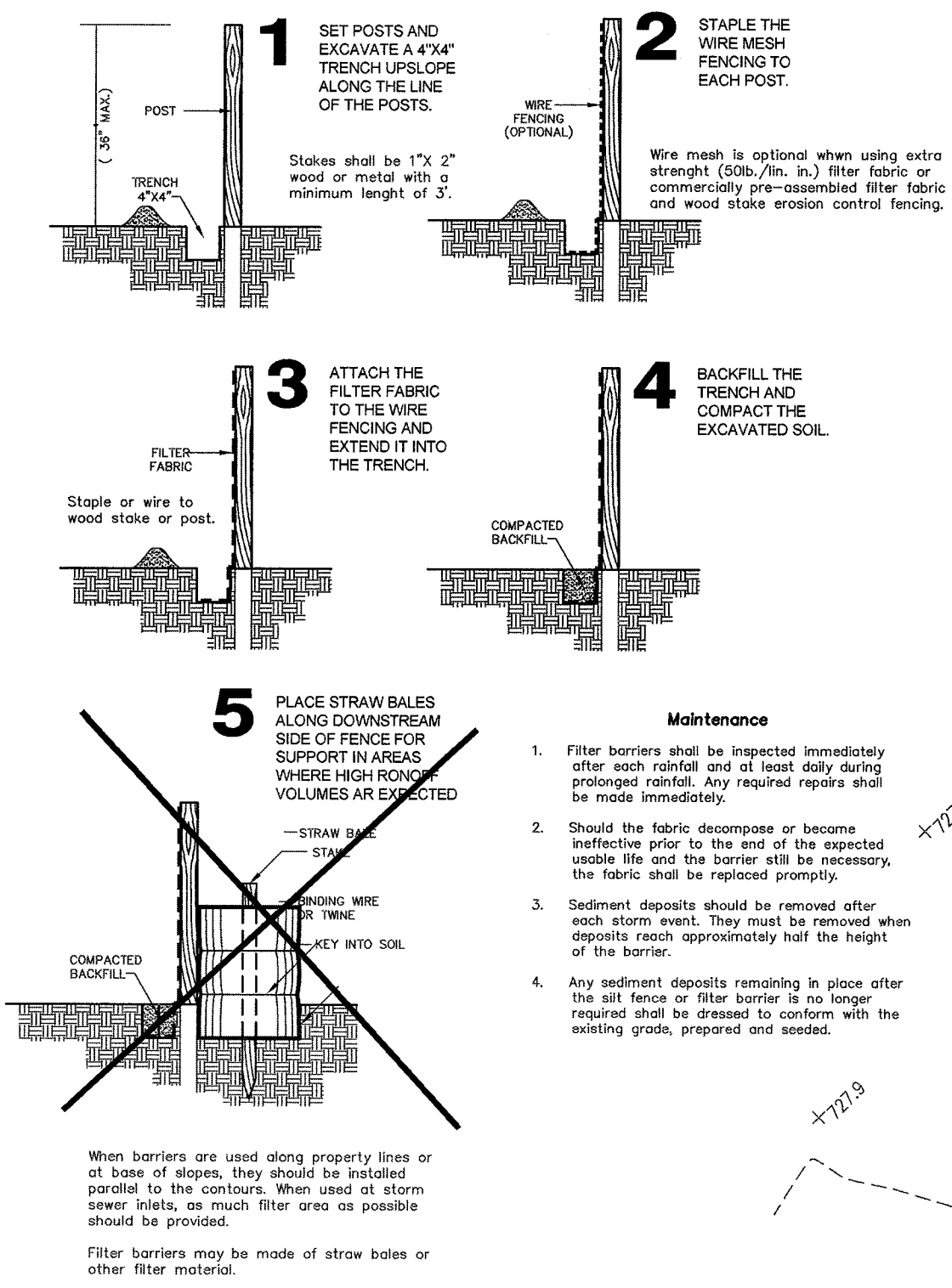
- (1) the construction entrance and silt fences are installed;
- (2) the swales are excavated and the containment berms are constructed; and
- (3) These erosion and sedimentation control measures and devices shall thereafter be monitored and maintained by the Contractor in accordance with NPDES guidelines. 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
<b>TOTAL</b>	<b>634 SF</b>

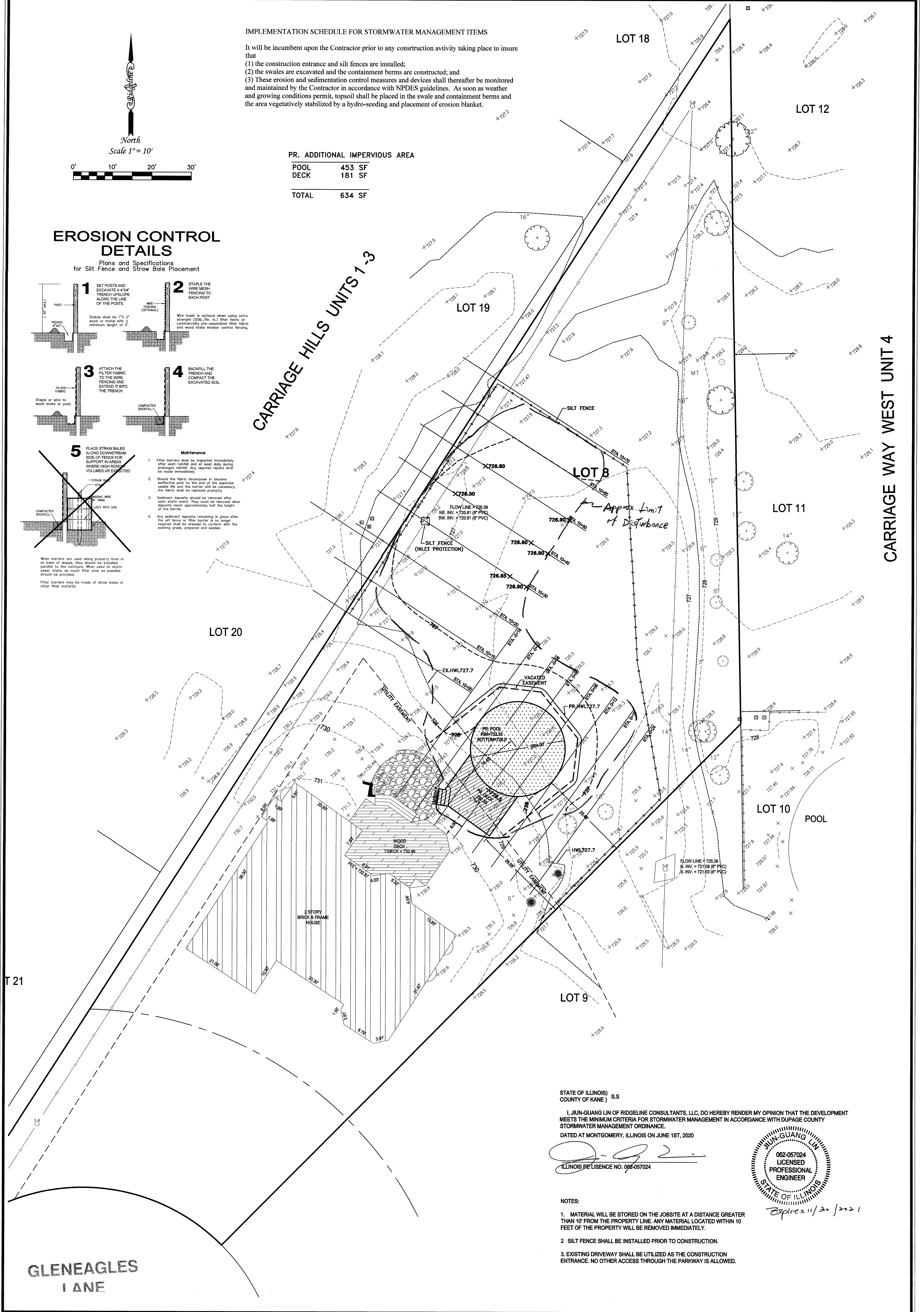
**EROSION CONTROL DETAILS**

Plans and Specifications for Silt Fence and Straw Bale Placement



CARRIAGE HILLS UNITS 1-3

CARRIAGE WAY WEST UNIT 4

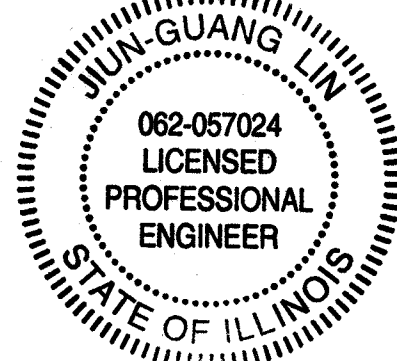


STATE OF ILLINOIS ) S.S.  
COUNTY OF KANE )

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



Expires 11/30/2021

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.

GLENEAGLES LANE

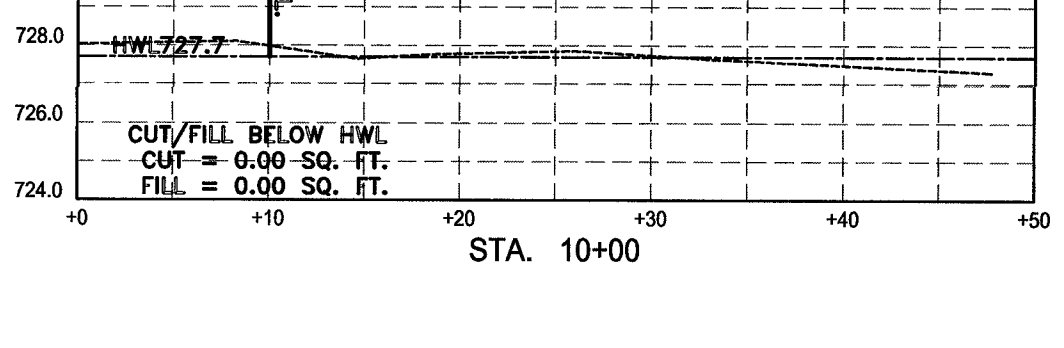
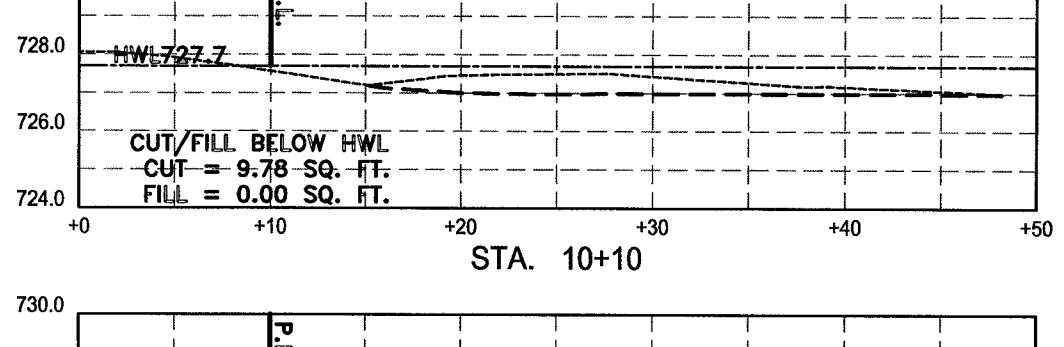
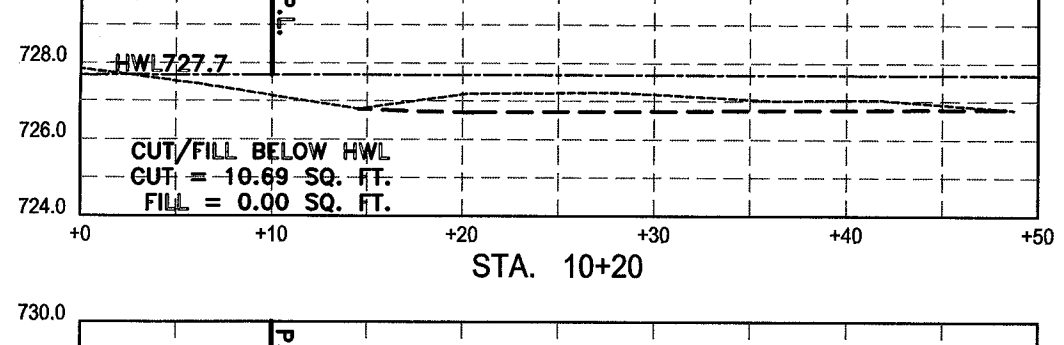
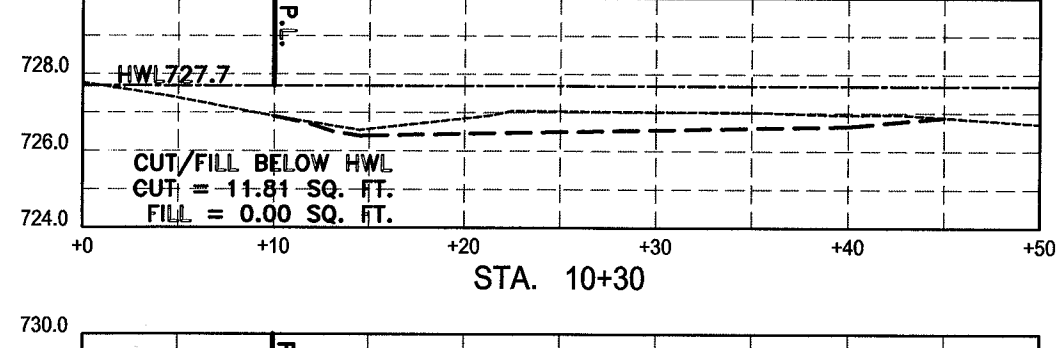
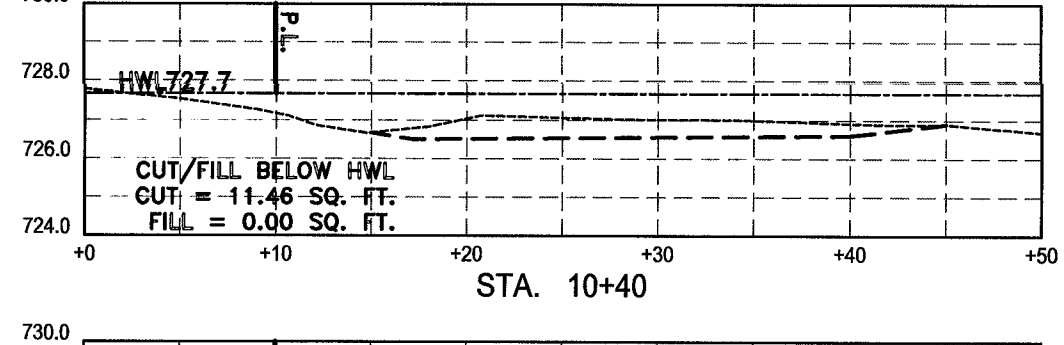
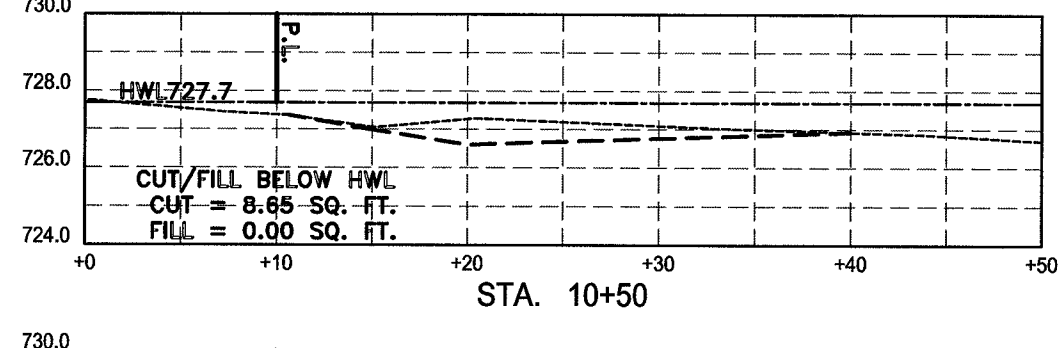
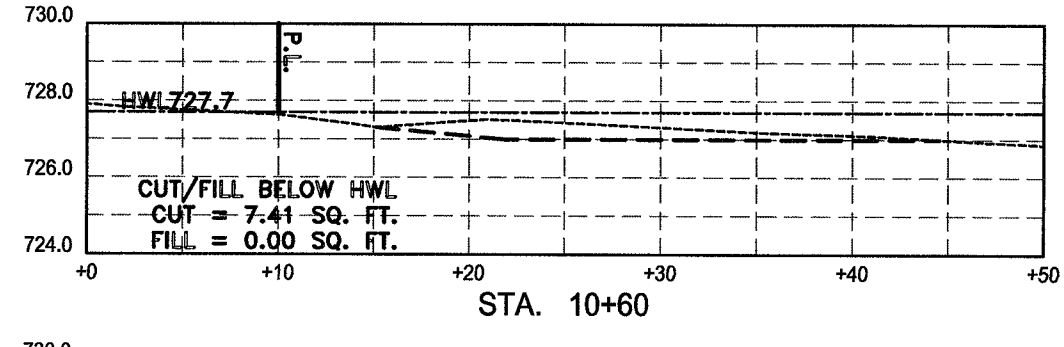
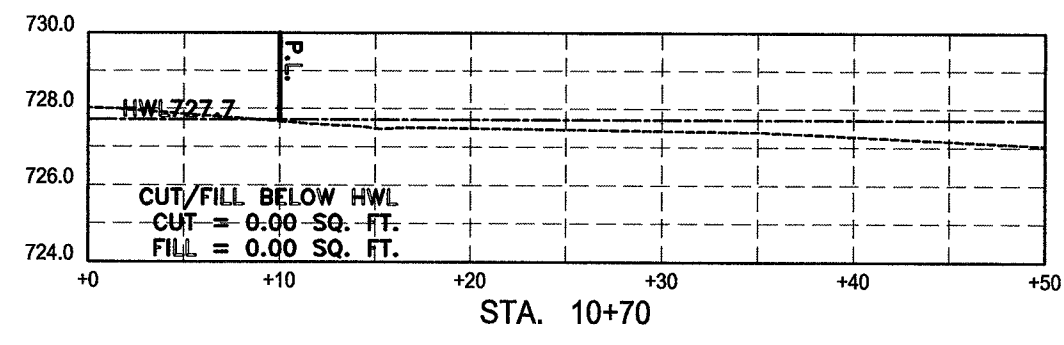
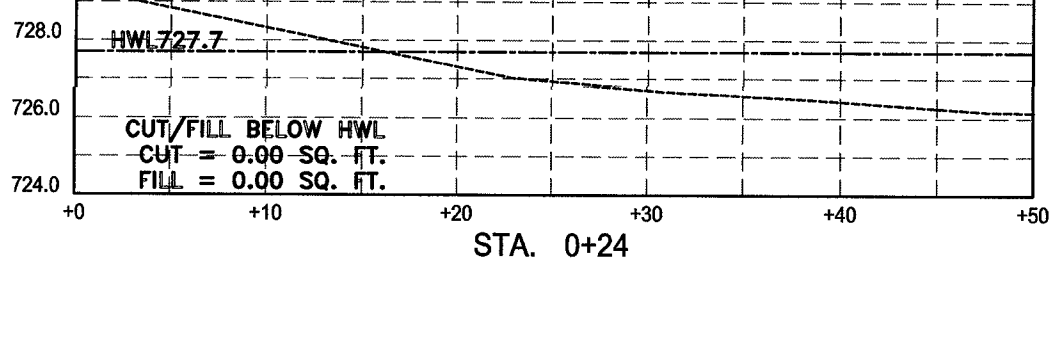
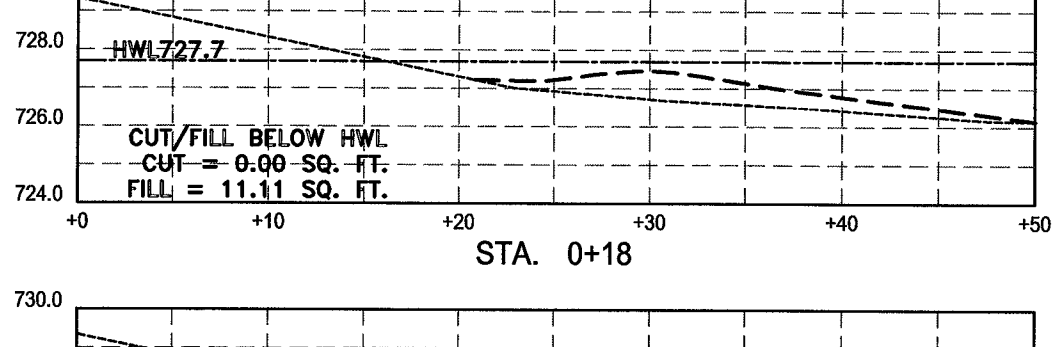
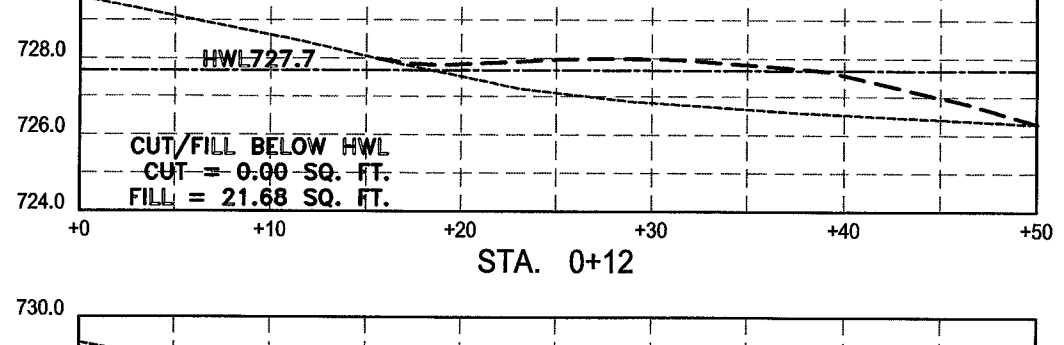
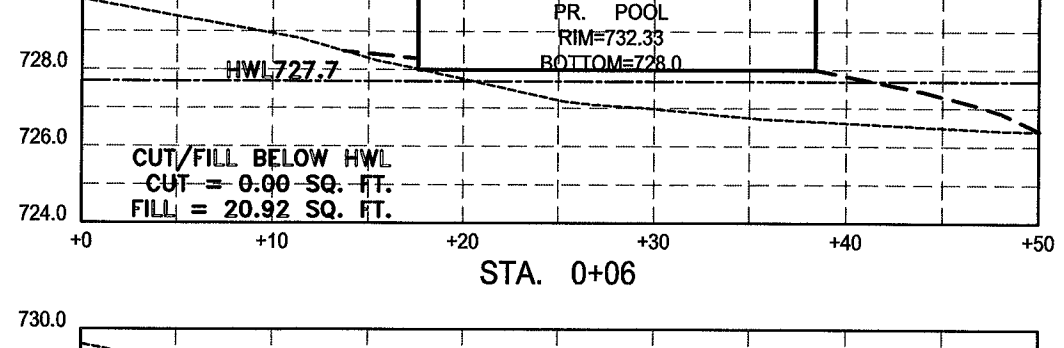
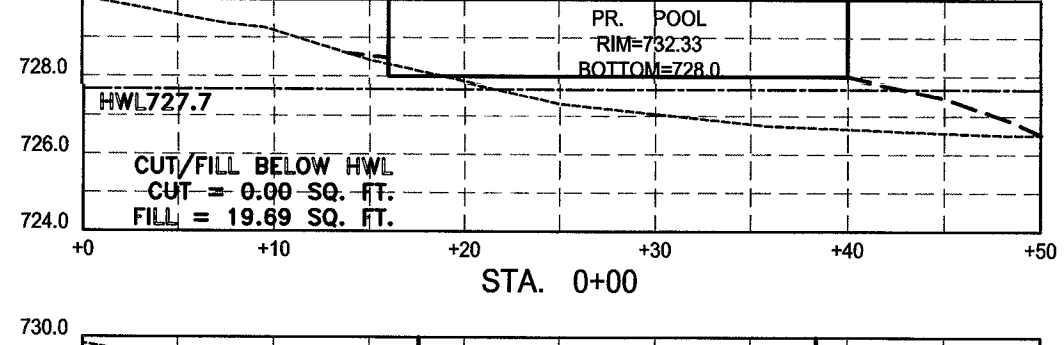
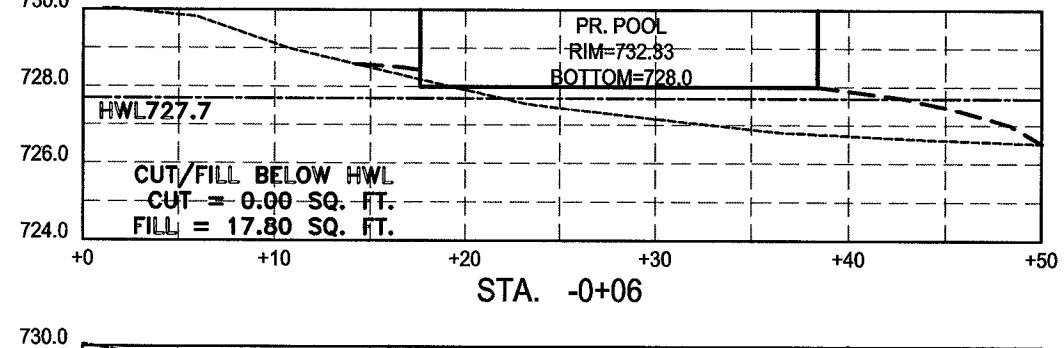
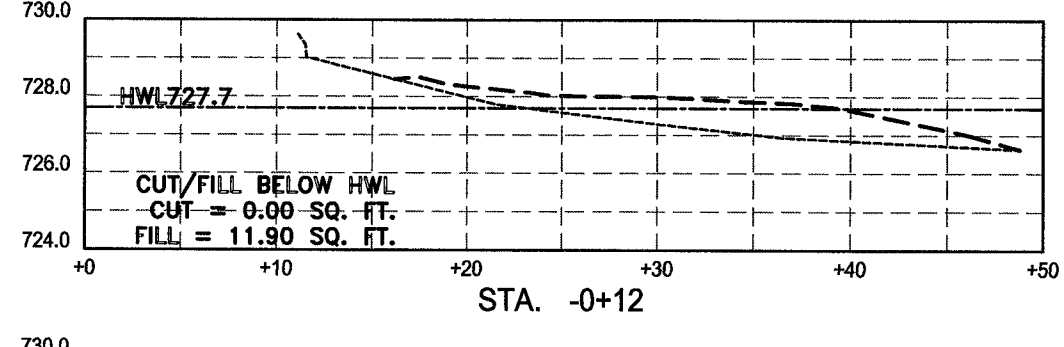
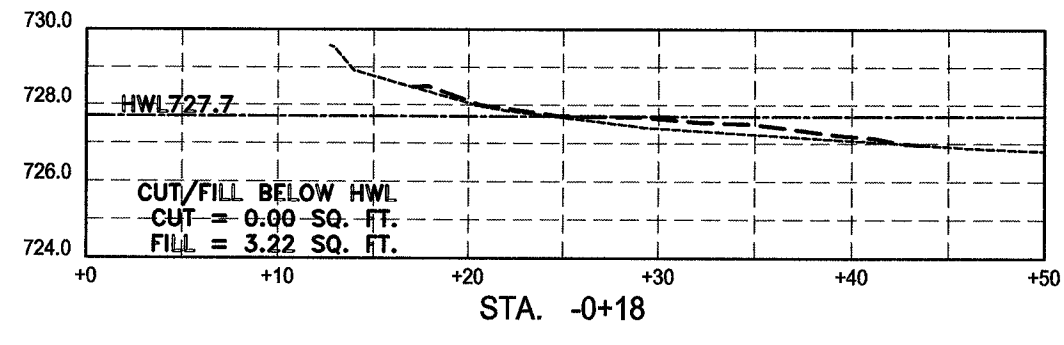
2 OF 3 SHEET	GRADING PLAN
	8801 GLENEAGLES DARIEN, ILLINOIS

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	45.36
-0+12	6	0.00	0.00	11.90	89.10
-0+06	6	0.00	0.00	17.80	127.80
0+00	6	0.00	0.00	19.69	147.66
0+06	6	0.00	0.00	20.92	156.84
0+12	6	0.00	0.00	21.68	167.04
0+18	6	0.00	0.00	11.11	83.37
0+24	6	0.00	0.00	0.00	33.33
Total		0	0	594.83	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	0
10+10	10	9.78	97.80	0.00	0.00
10+20	10	10.69	106.90	0.00	0.00
10+30	10	11.81	118.10	0.00	0.00
10+40	10	11.46	114.60	0.00	0.00
10+50	10	8.65	86.50	0.00	0.00
10+60	10	7.41	74.10	0.00	0.00
10+70	10	0.00	0.00	37.05	0.00
Total		59.79	597.90	37.05	37.05

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

2020-0208

3 OF 3 SHEET

**CROSS SECTIONS AND CUT/FILL CALCULATION**  
**8801 GLENEAGLES**  
**DARIEN, ILLINOIS**

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

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,

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

N:\DARIEN\95-323H's\H 200-299\95323H229\ADMIN\L1.Gombac.8801Gleneagles.061020.docx



**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](mailto: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](mailto:Mark.Cozzi@ComEd.com)) <[Mark.Cozzi@ComEd.com](mailto:Mark.Cozzi@ComEd.com)>;

Bob Schuler ([bob\\_schulter@cable.comcast.com](mailto:bob_schulter@cable.comcast.com)) <[bob\\_schulter@cable.comcast.com](mailto: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](mailto:jc1243@att.com)

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---

**From:** FROST, JACALYN M <[jc1243@att.com](mailto:jc1243@att.com)>

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

**To:** [Ann.garro@fnbwbank.com](mailto:Ann.garro@fnbwbank.com)

**Cc:** FROST, JACALYN M <[jc1243@att.com](mailto: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](mailto:jc1243@att.com)

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---

**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 II

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 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, 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](mailto:Ann.garro@fnbwbank.com)*

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[p] 773-594-5900 - [f] 773-594-0600 - [www.fnbwbank.com](http://www.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](mailto: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](mailto:ann.garro@fnbwbank.com)>  
**Sent:** Friday, June 5, 2020 8:43 AM  
**To:** Reader, Lora:(ComEd) <[Lora.Reader@ComEd.com](mailto: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](mailto:ann.garro@fnbwbank.com)>  
**Sent:** Thursday, June 4, 2020 8:35 AM  
**To:** Reader, Lora:(ComEd) <[Lora.Reader@ComEd.com](mailto: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](mailto: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

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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](mailto: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](mailto: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](mailto:ann.garro@fnbwbank.com)>  
**Sent:** Tuesday, June 2, 2020 1:56 PM  
**To:** [rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov); 'QUINN, JOHN W' ([jq2983@att.com](mailto:jq2983@att.com)) <[jq2983@att.com](mailto:jq2983@att.com)>; Signorella, Anthony <[Tony\\_Signorella@cable.comcast.com](mailto:Tony_Signorella@cable.comcast.com)>; 'Reese, Sean' ([Sean.Reese@dupageco.org](mailto:Sean.Reese@dupageco.org)) <[Sean.Reese@dupageco.org](mailto:Sean.Reese@dupageco.org)>; 'John Murphey' <[jmurphey@osmf.com](mailto:jmurphey@osmf.com)>; 'ekarders@southernco.com' <[ekarders@southernco.com](mailto:ekarders@southernco.com)>  
**Cc:** 'Dan Gombac' ([dgombac@darienil.gov](mailto:dgombac@darienil.gov)) <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>; [rgarro@turano.com](mailto:rgarro@turano.com); [jlin@ridgelineconsultantsllc.com](mailto: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, 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*

*First Nations Bank*

*1151 E. Butterfield Rd. | Wheaton, IL 60189*

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

*Email: [Ann.garro@fnbwbank.com](mailto: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](mailto: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. 2<sup>nd</sup> 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](mailto: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](mailto:ann.garro@fnbwbank.com)>  
**Sent:** Tuesday, June 2, 2020 1:56 PM  
**To:** [rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov); 'QUINN, JOHN W' ([jg2983@att.com](mailto:jg2983@att.com)) <[jg2983@att.com](mailto:jg2983@att.com)>; Anthony Signorella ([Tony\\_Signorella@comcast.com](mailto:Tony_Signorella@comcast.com)) <[Tony\\_Signorella@comcast.com](mailto:Tony_Signorella@comcast.com)>; 'Reese, Sean' ([Sean.Reese@dupageco.org](mailto:Sean.Reese@dupageco.org)) <[Sean.Reese@dupageco.org](mailto:Sean.Reese@dupageco.org)>; 'John Murphey' <[jmurphey@osmf.com](mailto:jmurphey@osmf.com)>; 'ekard@southernco.com' <[ekard@southernco.com](mailto:ekard@southernco.com)>  
**Cc:** 'Dan Gombac' ([dgombac@darienil.gov](mailto:dgombac@darienil.gov)) <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>; Garro, Rich <[rgarro@turano.com](mailto:rgarro@turano.com)>; [jlin@ridgelineconsultantsllc.com](mailto: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*

*First Nations Bank*

*1151 E. Butterfield Rd. | Wheaton, IL 60189*

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

*Email: [Ann.garro@fnbwbank.com](mailto: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@darienil.gov>; Dan Gombac <dgombac@darienil.gov>  
Cc: 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>; 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

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

DARIEN DIRECT CONNECT

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[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.darien.il.us\\_Reference-2DDesk\\_DirectConnect.aspx&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1\\_Cvyci3SsTNfdLP4V1RCg&r=uABd\\_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme\\_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=\\_WgYP37abOQ7fH2PqJZ4zLw-q49nZ1EVF\\_Upb\\_4Wp4k&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.darien.il.us_Reference-2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=_WgYP37abOQ7fH2PqJZ4zLw-q49nZ1EVF_Upb_4Wp4k&e=)

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

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

DARIEN DIRECT CONNECT

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[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.darien.il.us\\_Reference-2DDesk\\_DirectConnect.aspx&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1\\_Cvyci3SsTNfdLP4V1RCg&r=uABd\\_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme\\_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=\\_wgYP37ab0Q7fH2PqJZ4zLw-q49nZ1EVF\\_Upb\\_4Wp4k&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.darien.il.us_Reference-2DDesk_DirectConnect.aspx&d=DwIGaQ&c=AgWC6N17S1wpc9jE7UoQH1_Cvyci3SsTNfdLP4V1RCg&r=uABd_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-w&m=vQcuZme_Fa5KsJvMZME3HDTwacp8btxGZ4Hwo3XuqcU&s=_wgYP37ab0Q7fH2PqJZ4zLw-q49nZ1EVF_Upb_4Wp4k&e=)

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=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=](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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[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=)

[4V1RCg&r=uABd\\_LEYAMmkUL1tx77zQrXSAVZUctAdE17DKd3Yi-](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=)

[w&m=vQcuZme\\_Fa5KsJvMZME3HDTwacp8btXGZ4Hwo3XuqcU&s=\\_WgYP37abOQ7fH2PqJZ4zLw-](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=)

[q49nZ1EVF\\_Upb\\_4Wp4k&e=](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=)

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=](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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[p] 773-594-5900 - [f] 773-594-0600 - [www.fnbwbank.com](http://www.fnbwbank.com)

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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 15<sup>th</sup> day of June, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY



# PLAT OF EASEMENT VACATION

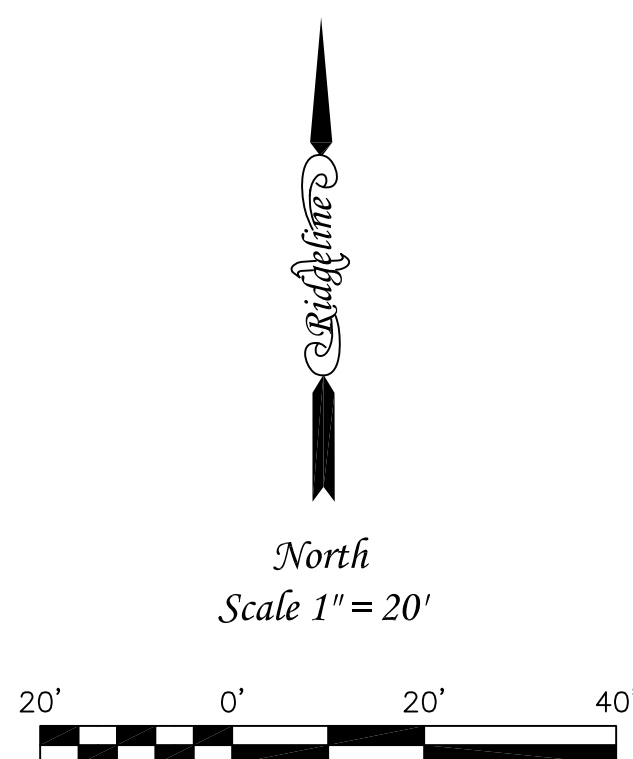
### LEGAL DESCRIPTION OF PROPERTY:

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



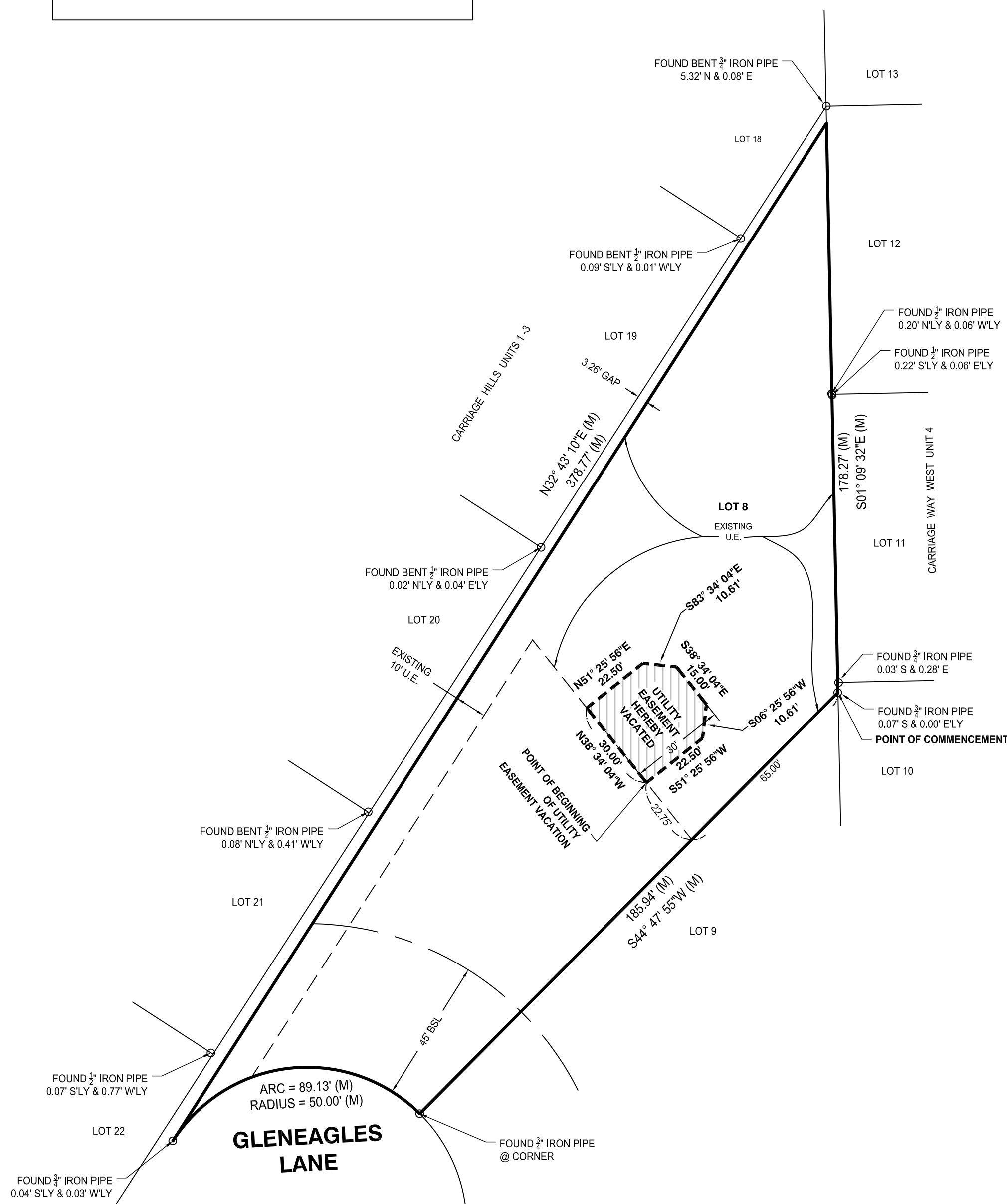
**AREA TO BE VACATED**  
UTILITY EASEMENT ON LOT 8 = 843.75 SQ. FT. = 0.0194 ACRES

### 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 SOUTHEASTERN 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 \_\_\_\_\_ 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



MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
February 24, 2020

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

ABSENT: None

ESTABLISH QUORUM

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

NEW BUSINESS

- a. PZC 2020-01 – 7532 South Cass Avenue – Sign Variation

Mr. Joe Hennerfeind, City Planner reported that City staff has worked with the property owner to secure easement rights at the corner for ground signage. He reported that the proposed signage would be similar to existing signs in Bolingbrook at the corner of Boughton Road/87th Street and Janes Avenue.

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

Mr. Hennerfeind reported that a draft of the Lease Agreement has been provided in the packet to illustrate general parameters for the advertising including images and messages would be of not less than 10 seconds per image and an IDOT standard. He reported that each sign would rotate 8 images, repeating the images every 80 seconds with the City entitled to one 10 second position for community engagement messages. Mr. Hennerfeind also reported that the two businesses located on the property and Brookhaven Marketplace would also be entitled to one 10 second position to share as well as reduced advertising rates for other tenants at Brookhaven Plaza and any nonprofits.

Mr. Hennerfeind reported that 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 and placed at a prominent corner to create additional civic engagement.

Mr. Hennerfeind reported that the signs were initially proposed as two signs but that the Planning and Zoning Committee asked staff to reconsider both the number of requested variations and the number of signs. He reported that staff examined the previous proposal and with revisions proposed two options for approval.

Mr. Hennerfeind reported that Option 1 would encompass one sign facing the intersection of Cass Avenue and Plainfield Road and Option 2 would add a second sign only visible when traveling south on Cass Avenue. He reported that variations still apply for both Option 1 and Option 2 regarding an Electronic Message Board, Advertising, and Lighting and reported that in order to permit any electronic message board sign, variations to these three requirements must be considered in unison. Mr. Hennerfeind reported that all previous approvals for electronic message boards have had similar requests and approvals.

Mr. Hennerfeind reported that the Planning and Zoning Committee considered separate motions for both options with Option 1 with a vote of 5-3 and Option 2 2-6 with a negative recommendation due to the closeness and impact on a busy intersection. He reported that there were six people who spoke with Mr. Ron Price attending both meetings and expressing his concern for signs at a high traffic corner.

Mr. Hennerfeind reported that there are six signs throughout Bolingbrook with the sign at Boughton and Weber right on the street. He distributed photos of the proposed signage noting that the second sign would screen and touch against the first sign and would appear like one sign versus two signs.

Alderman Kenny questioned if there was any data regarding accidents.

Mr. Bill Przybylski, Chicago Billboards reported that they have several signs in high traffic areas and have had no reports from police that there has been an increase in accidents. He reported that there is signage located at 103<sup>rd</sup> and Cicero with 42,000 cars per day and that they have had no reports or complaints. He stated that the signs are proving to be positive and prefer drivers to have eyes up instead of eyes down.

Mr. Dan Gombac, Director reported that staff has reached out to the communities with signs to get feedback regarding accidents but have not received any information.

Alderman Kenny stated that he is struggling with a sign on a busy intersection.

Mr. Gombac reported that the speed limit is 30 mph and that the signage will be an additional block for headlights on the drive thru. He stated that the signage will be aesthetically pleasing with a water feature similar to the clock tower which is what raised the height.

Alderman Kenny questioned what other sites were discussed at the PZC meeting.

Mr. Hennerfeind reported that an easement will be needed, and it is very rare that the property owner is willing to give an easement to the City.  
Alderman Kenny questioned the value of the sign.

Mr. Przybylski reported that the sign value is approximately \$150,000 and has to be refaced every ten years. He stated that adjustments were made at the PZC meeting to incorporate brick to flow better and two water features.

Alderman Kenny questioned how far the water is to the street.

Mr. Gombac reported that there will be a Buffalo Box which will control the water if there happened to be overflow and that the water could be shut off. He further reported that there will be a pond underground so that the water can run year-round.

Chairperson Belczak questioned why Bolingbrook didn't have two signs.

Mr. Przybylski stated that the site gets two views and didn't warrant a second face. He stated that the signs have proven to be positive because they have six total signs in Bolingbrook.

There was some discussion regarding Draft Agreement and liability to the City.

Mr. Gombac reported that Chicago Billboards has to maintain the signage and insurance. He reported that the Plat of Easement will define the actual parameters and will be recorded with DuPage County.

Alderman Gustafson questioned if Chicago Billboards has been involved with any lawsuit.

Mr. Przybylski stated that they have not been part of any lawsuit and that they have been in business over seven years. He stated that the signs are monitored 24/7 with an electrician dispatched should there be a malfunction. He reported that they had three service calls last year.

There was some discussion regarding number of messages City can have.

Mr. Gombac reported that Amber Alerts, Emergency Alerts, etc. can be done. He stated that there will be one liaison designated to change the messages.

There was some discussion regarding the study that Mr. Ron Price provided regarding roadside advertising and the effect on traffic and peripheral vision.

Mr. Przybylski reported that they abide by the IDOT regulations and that they have never received issues regarding illumination. He further reported that they started in Bolingbrook with one sign as a pilot and now they have six signs. He stated that they have never received any complaints.

Alderman Gustafson stated that he was disappointed that 3 signs were not an option and that the Bolingbrook signs are not a distraction. He stated that he is more concerned about the headlights from the drive thru.

Chairperson Belczak questioned if it is difficult to add a sign the second year. He stated that two signs seem so cluttered and that he is not sure it is aesthetically pleasing. He further stated that 25 years is a long time for something we may not like.



Mr. Przybylski stated that they can do a second sign but there will need to be more planning on the forefront but that anything is possible. He stated that it could be framed out to see how it looks.

Mr. Gombac reported that the construction of the building should begin in the next few weeks with the shell of the building within two months to put in the test sign.

Mr. Przybylski stated that it takes 4-5 weeks to build the sign and 5-7 days to install.

There was more discussion on pursuing other locations in Darien and possibly moving the sign.

Mr. Gombac reported that the right-of-way on Cass is limited and that the City would have to secure an easement.

Mr. Przybylski stated that 75<sup>th</sup> street is possible, but it is a main thoroughfare.

Mr. Hennerfeind stated that the property owner may not be in favor this if there is potential to move the sign in 5-6 years.

Alderman Kenny stated that he had an issue approving a height variance for the sign with no hardship.

Chairperson Belczak reported that the City granted variances on Route 83 with no hardship. He stated that this is for the City and doesn't cost any money.

Mr. Hennerfeind reported on the uniqueness and the property owner willing to give an easement for a communication tool. He stated that additional precedent is not being given for private businesses.

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

Alderman Belczak made a motion and it was seconded by Alderman Gustafson approval of PZC 2020-01 – 7532 South Cass Avenue – Sign Variation Option 1 – 1 sign.

Upon voice vote, THE MOTION CARRIED 2-1. Alderman Kenny voted Nay.

Alderman Gustafson made a motion and it was seconded by Alderman Belczak approval of PZC 2020-01 – 7532 South Cass Avenue – Sign Variation Option 2 – 2 signs.

Upon voice vote, THE MOTION WAS DENIED 1-2. Alderman Gustafson voted Yay and Alderman Belczak and Alderman Kenny voted Nay.

- b. Resolution – Approval for a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN#-09-28-402-025.

Mr. Dan Gombac, Director reported that this is approval of a resolution for a digital sign agreement within a dedicated easement at the northwest corner of the 7532 Cass Avenue.

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

Alderman Belczak made a motion and it was seconded by Alderman Gustafson approval of a Resolution for a digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

Upon voice vote, THE MOTION CARRIED 2-1. Alderman Kenny voted Nay.

- c. Resolution – Approval of a resolution for the 2020 City of Darien Zoning Map for publication.

Mr. Dan Gombac, Director reported that this is approval of a resolution to approve the 2020 City of Darien Zoning Map updates.

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

Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval of a Resolution for the 2020 City of Darien Zoning Map for publication.

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

- d. Minutes – January 27, 2020 Municipal Services Committee

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

Alderman Belczak made a motion and it was seconded by Alderman Gustafson approval of the January 27, 2020 Municipal Services Committee Meeting Minutes.

**Alderman Kenny noted a modification in the wording regarding the Emerald Ash Borer.**

Alderman Kenny made a motion and it was seconded by Alderman Belczak approval of the modified January 27, 2020 Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY.

### DIRECTOR'S REPORT

- a. Nantucket Basin – native planting interest

Mr. Dan Gombac, Director reported that the City has \$80,000 which can be utilized for plantings or landscaping. He reported that 24 letters were mailed to the adjacent residents

and that the information was posted on the website. Mr. Gombac reported that 30 comments were received from the adjacent properties as well as outside the area. He reported that 45% did not respond, 19% in favor and 33% against.

Mr. Gombac reported that the goal is to proceed and that if the money is not used the City is obligated to return. He reported that there is a large amount of water and that having the native plantings will be less maintenance for staff. He further reported that the Park District has done a similar project at Holly Park.

Chairperson Belczak questioned if this is the only basin.

Mr. Gombac reported that this is the worst basin in Darien.

The committee unanimously agreed to proceed with the project.

#### NEXT SCHEDULED MEETING

Chairperson Belczak announced that the next meeting is scheduled for Monday, March 23, 2020.

#### ADJOURNMENT

With no further business before the Committee, Alderman Belczak made a motion and it was seconded by Alderman Kenny to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 9:05 p.m.

RESPECTFULLY SUBMITTED:

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Thomas Belczak  
Chairman

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Eric Gustafson  
Alderman

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Joseph Kenny  
Alderman