

LAND USE COMMISSION

Wednesday, March 9, 2022

7:00 P.M.

Via Virtual Meeting

AGENDA

As the result of an executive order issued by Governor J.B. Pritzker suspending in-person attendance requirements for public meetings, members of the Land Use Commission and City staff will be participating in this meeting remotely.

Due to public health concerns, residents will not be able to provide public comment in-person at the meeting. Those wishing to make public comments at the Land Use Commission meeting may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by calling/texting 847-448-4311 or completing the Land Use Commission meeting online comment form available by clicking [here](#), or visiting the Land Use Commission webpage, <https://www.cityofevanston.org/government/land-use-commission>, clicking on How You Can Participate, then clicking on Public Comment Form.

Community members may watch the Land Use Commission meeting online through the Zoom platform:

Join Zoom Meeting

<https://us06web.zoom.us/j/84943789735?pwd=cVlqZDNmZHNoUEJXMFRPdSs3ejY4QT09>

Meeting ID: 849 4378 9735

Passcode: 906817

One tap mobile +13126266799,,84943789735# US (Chicago)

Dial by your location +1 312 626 6799 US (Chicago)

- I. CALL TO ORDER
- II. APPROVAL OF MEETING MINUTES: February 23, 2022
- III. NEW BUSINESS

Order & Agenda Items are subject to change. Information about the Land Use Commission is available at: <https://www.cityofevanston.org/government/land-use-commission>. Questions can be directed to Meagan Jones at mmjones@cityofevanston.org or 847-448-4311. The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact 847-448-4311 or 847-866-5095 (TTY) at least 48 hours in advance of the scheduled meeting so that accommodations can be made.

La ciudad de Evanston está obligada a hacer accesibles todas las reuniones públicas a las personas minusválidas o las quines no hablan inglés. Si usted necesita ayuda, favor de ponerse en contacto con la Oficina de Administración del Centro a 847/866-2916 (voz) o 847/448-8052 (TDD).

A. Public Hearing: 2424 Oakton Street | 21ZMJV-0087

Mitch J. Melamed, Aronberg Goldgehn, applicant on behalf of The Salvation Army, requests a Special Use Permit for a Resale Establishment in the C1 Commercial District (Zoning Code Section 6-10-2-3) and the oRD Redevelopment Overlay District (Zoning Code Section 6-15-13-7.5). The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21.

IV. DISCUSSION

A. Sign & Billboard Regulation

City initiated Text Amendment to the Zoning Ordinance, Title 6 of the City Code, to discuss the regulation of signage and billboards throughout the city. This item is for discussion only; no action will be taken, per Section 6-3-4-6 of the Evanston Zoning Ordinance and Ordinance 92-O-21.

B. Adjustment to 2022 Meeting Calendar

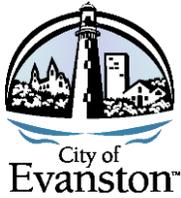
V. PUBLIC COMMENT

VI. ADJOURNMENT

The next meeting of the Evanston Land Use Commission will be held on **Wednesday, March 30, 2022, at 7:00 pm**. Additional information will be provided on the agenda posted in advance of the meeting.

Order & Agenda Items are subject to change. Information about the Land Use Commission is available at: <https://www.cityofevanston.org/government/land-use-commission>. Questions can be directed to Meagan Jones at mmjones@cityofevanston.org or 847-448-4311. The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact 847-448-4311 or 847-866-5095 (TTY) at least 48 hours in advance of the scheduled meeting so that accommodations can be made.

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MEETING MINUTES

LAND USE COMMISSION

Wednesday, February 23, 2022

7:00 PM

Via Virtual Meeting

Members Present: Myrna Arevalo, Violetta Cullen, George Halik, John Hewko, Brian Johnson, Jeanne Lindwall, Max Puchtel, Matt Rodgers, Kristine Westerberg

Members Absent: Kiril Mirintchev, Jill Zordan

Staff Present: Melissa Klotz, Meagan Jones, Katie Ashbaugh, Brian George

Presiding Member: Matt Rodgers

Call to Order

Ms. Jones opened the meeting at 7:00pm. A roll call was done and a quorum was present.

Approval of February 9, 2022 Meeting Minutes

Commissioner Lindwall made a motion to approve the Land Use Commission meeting minutes from February 23, 2022. Seconded by Commissioner Westerberg. A roll call vote was taken and the motion passed, 5-0, with 4 abstentions.

Old Business

A Public Hearing: 1414 Church Street | 22ZMJV-0002

Daniel Tornheim, architect and applicant, requests the following: a Major Variation from Section 6-8-2-8(A)(4) of the Evanston Zoning Code to allow a rear yard of 3 feet where 30 feet is required; a Minor Variation from Section 6-8-2-7 of the Evanston Zoning Code to allow a building lot coverage of approximately 38.1% or 1,783 square-feet where no more than 30% or 1,404 square-feet is permitted; and a Minor Variation from Section 6-8-2-10(A) of the Evanston Zoning Code to allow an impervious surface lot coverage of approximately 49% or 2,291 square-feet where no more than 45% or 2,106 square-feet is permitted, all for the construction of an addition to the existing principal structure in the R1 Single-Family Residential District. The Land Use Commission is the determining body in accordance with Section 6-3-8-9 of the Evanston Zoning Code and Ordinance 92-O-21.

Chair Rodgers explained that 6 concurrent votes are needed for items in which the Land Use Commission is the final determining body. Commissioners Arevalo, Cullen, Hewko and Johnson then confirmed that they had reviewed the meeting minutes from the February 9, 2022 meeting.

A roll call vote of these Commissioners was taken and they voted, 2-2, on the previous motion to approve this request, bringing the total vote count to 4-7. The motion, therefore, failed and the request was denied.

New Business

A. Public Hearing:1224 Washington Street | 21ZMJV-0100

James Tullio, property owner, requests various zoning variations from the Evanston Zoning Ordinance to allow for the subdivision of one 9,226 square-foot, 100-foot wide, residential corner lot into two residential lots in the R3 Two-Family Residential District. The zoning relief requested is as follows: to allow both the proposed corner and interior lots to be 4,613 square feet where a minimum of 5,000 square feet is required for a single family residence (Section 6-8-4-4); to allow the proposed corner lot a building lot coverage of 2,090 square feet or 45.3% where a maximum of 2,076 square feet is permitted (Section 6-8-4-6); to allow the proposed corner lot an impervious surface lot coverage of approximately 3,600 square-feet or 78.04% where the maximum permitted is 2,767.8 square-feet or 60% is permitted (Section 6-8-4-9), and a 2.8' interior side yard setback for an accessory structure (existing patio) where 5' is required [Section 6-8-4-7(C)(3)]. The subject property is currently improved with one two-story building, a driveway, and patio. The Land Use Commission makes a final determination on these requests per Section 6-3-8-10 of the Evanston Zoning Ordinance and Ordinance 92-O-21. The City Council shall consider the draft plat of subdivision per Section 4-11-1 of the Evanston Building Code, should the Land Use Commission approve the aforementioned variations from the Evanston Zoning Ordinance.

Ms. Ashbaugh provided an overview of the proposed subdivision, clarifying the changes between the current proposal and that which before the Commission at the January 12, 2022 meeting.

Mr. Tullio then made a brief statement regarding the proposal.

The hearing was open to questions from Commissioners.

Commissioner Lindwall inquired about the existing easement on the property that provides access to the proposed new lot.

Commissioner Halik asked how much impervious surface would exist if the existing patio were removed. Ms. Ashabugh responded that she would need to make that calculation and provide the number once complete.

The record was then closed and the Commission began deliberations.

Commissioner Lindwall expressed concern about having an easement for a viable second lot if there is no access provided off of WASHINGTON Street. The cross access

would have to be hard surface and 8.5 ft. seems narrow; a front loaded garage could be considered.

Ms. Ashbaugh interjected and stated that the impervious surface percentage would be reduced to approximately 68% if the existing patio were to be removed. Chair Rodgers asked for confirmation on the maximum surface coverage allowed and Ms. Ashbaugh confirmed that there is a maximum of 45% building lot coverage and 65% impervious surface coverage allowed in the R5 zoning district. Commissioner Halik commented that this would bring the lot very close to compliance.

Ms. Ashbaugh noted that she noticed for the public hearing assuming a hardscaped driveway in compliance with the Zoning Code. A front loading garage was not considered internally.

Commissioner Lindwall stated that easement seems to yield the equivalent amount of impervious surface on the proposed lot as having a front loading garage and that the lot may be less valuable without if the only way to have parking is through the easement and reiterated that is one of her concerns regarding this lot. Ms. Ashbaugh mentioned that there is a proposed reduction in the impervious area and the applicant could also provide permeable pavers.

Commissioner Westerberg inquired if there were other front loaded garages in the vicinity off of Washington Street. Ms. Klotz responded that there are a few curb cuts on the block but not many.

Chair Rodgers asked what the process would be to obtain a curb cut and who was most concerned about a new curb cut at this site. Ms. Ashbaugh responded that this would be something Community Development approves but Public Works would also need to sign-off in order to approve; both departments raised concerns of allowing a new curb cut..

Commissioner Puchtel stated that it is part of the Comprehensive Plan to reduce the amount of curb cuts.

The hearing record was then closed.

The Commission then reviewed the Standards for Approval. There was discussion and disagreement on several standards.

1. Standard met.
2. Chair Rodgers stated that each newly created lot would be 8% below the requirement but still enable a smaller home to be constructed. Commissioner Lindwall expressed that it is not good to not meet minimum standards for subdivisions and this could set a precedent that is problematic.
3. Standard met.
4. Standard met.

5. Chair Rodgers reiterated that there had been a previous discussion for this project and the applicant does intend to sell the lot, however, there is a benefit for allowing another single family home to be built and over recent years there has been effort to promote smaller homes through efficiency home regulations.

6. Standard met.

7. Standard met.

The Commission then discussed the proposed conditions of approval for the request. The 3rd condition to not allow a curb cut off of Washington yielded additional discussion. Commissioner Rodgers expressed a preference for traffic to be off of a side street instead of a major arterial street. Commissioners Arevalo and Lindwall agreed. Commissioner Lindwall and Chair Rodgers expressed issues with the cross access easement. Commissioner Halik expressed that this should be kept.

Commissioner Puchtel asked if a new curb cut for a driveway would have to go through a new review. Chair Rodgers clarified that a new curb cut would need approval from Community Development and Public Works. Ms. Ashbaugh added that since both properties do not have alley access that they would qualify for front loading garages, however, the Comprehensive Plan generally does not support creation of new curb cuts. If the Condition is kept then the project would need to come back to the Land Use Commission.

Commissioner Lindwall suggested adding a condition to require recording the subdivision within one year of approval and removing condition 3 that was proposed by staff.

Chair Rodgers made a motion to approve the variations with the following conditions: 1) that the new interior lot not be granted any building lot coverage or impervious surface lot coverage variations; 2) that if the existing structure on the corner lot is ever removed, any new structure comply with the current Zoning Code; 3) that the existing concrete patio on the corner lot is replaced with permeable pavers; 4) that the execution of subdivision is recorded within 12 months of Land Use Commission approval; and 5) that the development be in substantial compliance with documents and testimony herein. Seconded by Commissioner Cullen. A roll call vote was taken and the motion was approved, 7-2.

B. Public Hearing: 1706-10 Sherman Avenue | 21ZMJV-0095

Steven Rogin, The Varsity LLC, and Chris Dillion, Campbell Coyle, request a Major Variation from the Evanston Zoning Ordinance to allow two on-site parking stalls where 26 are required (Section 6-16-3-5, Table 16-B) for the addition of 35 upper floor apartments within the existing 4-story building, formerly known as The Varsity Theater, in the D2 Downtown Retail Core District. The co-applicants also propose to maintain +/- 9,850 square feet of ground floor commercial space within the existing building. No changes to building height or footprint are proposed. The Land Use Commission makes a recommendation to the City

Council, the determining body for this case per Section 6-3-8-10 of the Evanston Zoning Ordinance and Ordinance 92-O-21.

Ms. Ashbaugh read the case into the record and clarified the scrivener's error of 26 required parking spaces being listed instead of 28. Chair Rodgers asked for confirmation that this would not cause an issue with noticing for the meeting. Mr. George confirmed this to be the case.

Mr. Steven Rogin provided background of the project and efforts to preserve the shell of the building while introducing residential units into the space. He then explained the site location near public transit and goal of changing behaviors relating to vehicle use..

Mr. Chris Dillion then introduced the development team for the proposal, the site plan and provided additional project details, including some future intentions for Bookman's Alley, a breakdown of unit square footage and a review of floor plans and building materials. He then provided an explanation of the proposed parking and compared it against other developments which he stated range from .1 to .3 parking spaces per unit.

Chair Rodgers opened the hearing to questions from Commissioners.

Chair Rodgers asked for clarification on the current use of the theater space. Mr. Rogin clarified that the theater had been abandoned since 1984 and that a fire occurred in the building that led to the space being stripped of seating and consumer use. Chair Rodgers then asked if there was any space that would not need additional parking spaces. Ms. Ashbaugh confirmed this to be the case and that the building is considered to be nonconforming and the two spaces in the rear of the building are not currently stripped and may not be able to fit any additional spaces beyond the 2 proposed.

Chair Rodgers then stated that the alley is currently active and asked how the applicant would address other buildings still needing to utilize the alley. Mr. Rogin responded that converting the alley access would occur on an as needed basis since there are also utilities in the alley. He then explained the existing easement that is for loading and unloading only and that use will continue. He then stated that there are continued discussions regarding changing the flow of traffic with Public Works staff.

Chair RODgers then stated that he is a member of Design Evanston, which provided a review of this project, but he has no contact with anyone in that group regarding this project. Commissioner Lindwall stated similarly, clarifying she has not worked with the group in some time but is listed on the Design Evanston website.

Chair Rodgers then asked if there are any historic protections for the building. Mr. Rogin stated that this is not a landmarked building and not historic but the project is an adaptive use that accents what the building is and keeps the character of the building. Mr. Dillion added that the project was approached utilizing best practices and provided an example project in Logan Square that has one several awards.

Commissioner Halik inquired about parking emphasizing that he hopes that staff is tracking parking usage and requests for leasing spaces. He then inquired about the unit breakdown and if there is any chance of changing the affordable unit mix. Mr. Dillion stated that the team had discussions with Sarah Flax and is receptive to continuing those discussions. He then added that there are no viable public incentives that they could find and other precedents in adaptive reuse tend to use those incentives so there is some constraint. There is financial difficulty in providing the larger unit as an affordable unit but is open to further discussion.

Commissioner Halik then mentioned the building elevations, noting the 10 ft separation between the buildings and if that is sufficient for light and venting as he thought the requirement was 12 ft. It would affect the view from those units and fire rating. Mr. Dillion responded that he does not recall the exact requirement but there are parts of that facade still being explored with options including possibly pulling in windows.

Commissioner Halik then inquired if one elevator would be sufficient for a building with this many units. Mr. Dillion responded that he believes one elevator would be sufficient, pointing out that the recently approved building at 1101 Church St. has one elevator for 30 units. The elevator being provided for the proposed building would be larger.

Commissioner Westerberg asked where the 16 parking stalls would be leased. Mr. Rogin responded that there are ongoing conversations with the City regarding availability in nearby parking garages and other properties within 1,000 ft. Commissioner Westerberg then stated that parking is a perennial problem and she would like to see parking at the site due to traffic and some kind of plan of where additional parking spaces will be. She then inquired about buildings in Chicago that utilize the alley and how that works out. Mr. Rogin responded that he has seen several active alleys in Chicago, Toronto and Denver that are well done.

Commissioner Westerberg then inquired how pedestrian safety would be addressed within the alley. Mr. Rogin responded that removable bollards would be installed in the alley off of Sherman. He then added that he found having 18 wheeler trucks pull onto Sherman Ave does not make walking a comfortable experience.

Commissioner Westerberg asked what architectural elements within the building would be saved. Mr. Rogin responded that there is not a lot within the building but there have been conversations with the architect to determine what could be used.

Commissioner Puchtel inquired how the building plans to comply with the Green Building Ordinance. Mr. Dillion responded that the building is intended to be all electric for the residential portion but this may be more difficult to include the residential portion. There is a focus on decarbonization and the building will comply with the Green Building Ordinance.

The hearing was then opened to questions and testimony from the public.

Ibrahim Shihadi expressed concerns about vacating the alley and the traffic concerns that could result for the existing uses along the alley. He then stated that the proposed use of the alley looks nice but the same things proposed to be done in the alley could also be done within the building. Mr. Rogin stated that garbage trucks go north/south and west and will likely continue to do so. He added that at the end of the day everyone is going to have to work together and expressed that there are solutions to possible concerns.

He also expressed concerns with Fire Department access since stairs are in the rear of the building for the Galleria building to the south. Due to that he stated that the alley should remain open for full access.

Chair Rodgers reiterated that the hearing is regarding the requested parking variation for the proposed project so discussion should be focused around that request. IF the alley is intended to be vacated at a future time, Public Works and City Council will be involved but that is not an item under consideration at this time.

Mr. Chris Green stated that he is the board president of the Galleria condominium building adjacent to the Varsity building and expressed concern about the impact of loading for 35 residential units and possible new retail. The amount of suggested parking exceeds what is being provided. Mr. Dillion responded that the Varsity building has existed in its conditions for some time with some recent commercial use and that there was traffic from the building when the Varsity Theater was in operation. He then mentioned that it may be possible to upscale the rear parking to 5 spaces. He added he is willing to work with the City to create acceptable loading hours and encouraged people to look at how the team operates its other properties.

The hearing record was then closed

Chair Rodgers restated that the zoning relief sought is for 2 on-site parking spaces where 28 are required.

The Commission then began deliberations and reviewed the standards for approval. The Commission found that each of the standards had been met.

Commissioner Lindwall then made a motion to recommend approval of the major variation to allow 2 on-site parking spaces where 28 are required with the condition that the applicant lease 16 additional parking spaces off-site for a total of 18 parking spaces. A roll call vote was taken and the motion passed, 9-0.

C. Public Hearing: 2356 Colfax Terrace | 22ZMJV-0005

Sarah and Patrick Hillman, property owners, submit for major zoning relief from the Evanston Zoning Ordinance for additions to a single family residence in the R1 Single Family Residential District. The applicant requests zoning relief for 32.7% building lot coverage where a maximum 30% is allowed (Section 6-8-2-7),

54.5% impervious surface coverage where a maximum 45% is allowed (Section 6-8-2-10), a 1.5' north interior side yard setback where 5' is required (Section 6-8-2-8), a 3.3' north interior side yard setback where 4.5' is required for a yard obstruction (roof overhang) (Section 6-4-1-9), a 17.4' west rear yard setback where 30' is required (Section 6-8-2-8), a 10.5' west rear yard setback where 27' is required for a yard obstruction (roofed walk) (Section 6-4-1-9), detached accessory structures in the front yard where detached accessory structures are only permitted in side and rear yards (Section 6-4-6-2-D, 6-4-6-3-A), a 2' north yard setback where 3' is required to any property line for detached accessory structures (Section 6-4-6-2-E), a 1' north interior side yard setback where 2.5' is required for a yard obstruction on a detached accessory structure (roof overhang) (Section 6-4-1-9), 35' height for a detached accessory structure where a maximum 20' height is allowed for accessory structures that are not garages or ADUs (Section 6-4-6-2-G), a fence in the front yard where fencing is not permitted within the front yard or within 3' of the front facade of the house (Section 6-4-6-7-F), and 7.3' fence height where a maximum fence height of 6' is allowed (Section 6-4-6-7-F). The Land Use Commission is the final determining body for this case per Section 6-3-8-9 of the Evanston Zoning Ordinance and Ordinance 92-O-21.

Ms. Klotz read the case into the record and noted that revised documents had been submitted to staff that reduce the impervious surface coverage, removed the request for building lot coverage and the request to allow a 35 ft. tall accessory structure.

Chair Rodgers inquired why a neutral recommendation had been provided by DAPR and what that means. Ms. Klotz explained that staff was not recommending approval and not recommending denial. Chair Rodgers requested some insight from the Community Development Director into why this occurred as he would prefer to have a vote even if it is an even split.

Mr. Patrick Hillman provided an overview of the project and reasoning behind the requests. Mr. Joe Lambke, architect, provided an overview of the requested variations and reiterated that three of those variations were removed.

The hearing was then open to questions from the Commission.

Chair Rodgers inquired about the determination of the yards. Ms. Klotz provided clarification on how the yards were determined with the front yard facing Colfax Terrace, the rear yard facing Poplar Street and the side yards being adjacent to the alley and the neighboring home to the south. Chair Rodgers then asked for clarification on the setback line and front yard. Ms. Klotz explained how each was determined, noting the private street cutting into the property.

Mr. Lambke explained that the yard configuration staff used was based on matching that of the neighbors to the south, not taking the properties along the alley to the north into account. The neighbor to the immediate north has similar adjacency to an alley and a street-side yard along Poplar Street.

Commissioner Lindwall asked if the applicant intended to replace the existing fence. Mr. Lambke replied that it depends on what can be done architecturally. Ms. Klotz then clarified the fence variation needed.

The hearing record was then closed.

The Commission began deliberations.

Commissioner Halik inquired why so many variations were being requested and stated that if you go to the site you understand the need for them. He then stated that he believes the proposal is a clever scheme and he would approve the variations.

Commissioner Cullen stated that she also visited the site and is in agreement with the proposal.

Commissioner Westerberg stated that she does not understand the necessity of the front fence. Commissioner Halik responded that there is no yard space and the proposal is creating some open, accessible space. Commissioner Westerberg expressed that the proposal is creating an outdoor room and that some aspects are difficult to tell from the plans provided.

Commissioner Rodgers explained that he also visited the site and disagreed, stating that there are different ways to achieve what the applicant is seeking. He explained that the number of variations creates a problem and the site could be developed based off of the house to the south. This proposal is pushing the boundaries of what he sees as appropriate based on the zoning. He finished by stating he does not support the project.

Commissioner Puchtel expressed that he is not in support of the project. He would like to see the site redeveloped but what is proposed is not the minimum change necessary. He expressed surprise that there were no slanted lines and not energy efficiency that can come with a more compact development. He then stated that the proposed bike room appears to be partially affected by the trees and the site seems to be pushing the boundaries for a variety of goals that seem unnecessary.

Commissioner Lindwall stated that she can see that some of the variations are acceptable but is troubled by the 3rd and 8th variations being requested. She stated that a landscape screening would be more appropriate than the fence and is opposed to a fence. She suggested that perhaps each variation could be reviewed. Commissioner Rodgers stated that he is looking at the total project; if some variations are ok and others are not, then that changes the plan. He suggested that it would make sense to provide suggestions to the applicant to revise the proposal.

Commissioner Johnson stated that he is with the nays for the project because there are so many exceptions being requested. He then stated he is interested to hear from other Commissioners.

Commissioner Hewko stated that he is swayed by the Commissioners who visited the site and looked at the site carefully and thoughtfully. While he does have concern about the number of variations, he is inclined to support the project.

Commissioner Arevalo stated she is not in support and the proposal needs to be thought through a little bit more and see if the amount of variations could be minimized.

The Commission then reviewed the standards for approval and several Commissioners found that some standards were not met.

1. Standard met.

2. Some discussion occurred regarding the various items proposed in the front yards that do not follow the intent of the zoning code. Commissioner Halik stated that the site is so unique that the fact that there are so many variations speaks to that. Commissioner Westerberg stated that this relates to the 3rd standard in that there are so many needed variations related to the uniqueness of the property.

3. Standard met.

4. Chair Rodgers stated that while the property is peculiar it is an overdevelopment of the lot. Commissioner Lindwall stated that the lot is also larger than the typical R1 lot. Commissioner Halik pointed out that a portion of the lot is taken up by the private street.

5. Standard met.

6. Standard met.

7. Chair Rodgers stated that he believes some of the requested variations are above and beyond what should be granted and not the minimum deviation from the code.

Commissioner Halik made a motion to approve the project with the 10 variations proposed and in substantial compliance with the documents and testimony provided herein. Seconded by Commissioner Lindwall. A roll call vote was taken and the motion failed, 3-6; therefore the project was not approved.

D. Text Amendment: Text Amendment | Office and Medical Office Uses | 22PLND-0007 City initiated Text Amendment to the Zoning Ordinance, Title 6 of the City Code, to modify the parking requirement for Medical Office Uses in existing structures, and to change ground-floor permitted Office Uses in non-residential and non-university districts to Administrative Review Uses. The Land Use Commission makes a recommendation to the City Council, the determining body for this case per Section 6-3-4-6 of the Evanston Zoning Ordinance and Ordinance 92-O-21.

Ms. Klotz provided an overview of the proposed text amendment, explaining what triggers additional parking requirements for certain uses, including medical offices in nearly all zoning districts (with the exception of downtown and industrial districts). She then explained that determining parking requirements for a change in use can take a fair

amount of time and applicants may have to go searching for additional parking within 1,000 feet of the site.

Ms. Klotz then clarified that the proposed text amendment would remove the requirement for additional parking and just enable use of the existing parking, something which is done for most other uses. The second part of the text amendment is to make ground floor offices, which are currently permitted, into Administrative Review uses. This would still provide a provision for the Land Use Commission to review through the regular Special Use process should the Zoning Administrator deem it necessary.

The hearing was open to questions from the Commission.

Commissioner Lindwall expressed that she is glad to hear the Administrative Review process is working well and inquired if there have been any issues. Ms. Klotz responded that there have not been any issues so far and the process is working well. There have been no outright denials, however, there have been some interested parties told she was not comfortable approving the use at a particular location and those parties have found better sites. Commissioner Lindwall then added that with changes to how medical offices are operating it makes sense to make this change.

Chair Rodgers stated he is fine giving a little more discretion to staff for these types of issues and that staff is wise enough to determine when to direct items to the Land Use Commission as a Special Use or provide additional guidance on finding a different location.

Being that there were no members of the public wishing to speak on this item, the record was then closed.

The Commission then reviewed the standards for approval and found that they had each been met.

Commissioner Lindwall made a motion to approve the proposed text amendment. Seconded by Commissioner Westerberg. A roll call vote was taken and the motion was approved unanimously.

Discussion

Ms. Jones explained that with the various mandates being lifted and the possibility of the Governor's emergency order not being extended have necessitated the discussion of meeting in-person starting in April. The next meeting in March had been noticed to be held virtually so that is how staff intends to operate that meeting. A brief discussion amongst Commissioners occurred with a general agreement that meeting in-person in April makes sense to do.

Public Comment

There was no public comment.

Adjournment

Commissioner Puchtel motioned to adjourn, Commissioner Johnson seconded, and the motion carried.

Adjourned 10:40 pm

Respectfully submitted,
Meagan Jones, Neighborhood & Land Use Planner

Land Use Commission
Recommending Body

2424 Oakton St.
Special Use Permit for
Resale Establishment



Memorandum

To: Members of the Land Use Commission

From: Johanna Nyden, Director of Community Development
Katie Ashbaugh, Planner

Subject: 2424 Oakton Street | 21ZMJV-0087
LUC Recommending Body
City Council Determining Body

Date: March 4, 2022

Notice – Published in the February 17, 2022 Edition of the *Evanston Review*.

Mitch J. Melamed, Aronberg Goldgehn, applicant on behalf of The Salvation Army, requests a Special Use Permit for a Resale Establishment in the C1 Commercial District (Zoning Code Section 6-10-2-3) and the oRD Redevelopment Overlay District (Zoning Code Section 6-15-13-7.5). The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21.

Recommendation:

Staff and the Design and Project Review Committee (DAPR) recommend approval for a Special Use Permit to allow a Resale Establishment at 2424 Oakton Street in the C1 Commercial District and the oRD Redevelopment Overlay District, with four conditions:

1. That The Salvation Army staff the drop off area as stated in the Proposed Maintenance Plan included in the 2/22/2022 DAPR Committee meeting materials;
2. That a security camera be installed to monitor the drop-off area during off-hours and The Salvation Army work with the City Police Department to manage any fly dumping;
3. That The Salvation Army be responsible for the pickup of litter, debris, and other materials within 250 feet of the property; and
4. That the use be reviewed 12 months following approval and every 24 months thereafter.

The applicant complied with the special use standards for this district.

Site Background:

The site, 2424 Oakton Street, is located on the south side of Oakton Street, just east of the North Shore Channel and McCormick Boulevard (corporate boundary between

Evanston and Skokie) and west of James Park. The property is located within the C1 Commercial District and the oRD Redevelopment Overlay District.

Surrounding Zoning and Land Uses	Zoning	Land Use
North (across Oakton St)	I1 Industrial/Office District	Car wash, fast food, other commercial
South	I1 Industrial/Office District, C1 Commercial District	Indoor sports/recreation (Quad Indoor Sports)
East	I1 Industrial/Office District, OS Open Space District	Animal shelter, public park
West	C1 Commercial District	Gas station, fast food, self-storage

Proposal:

The applicant proposes operating a Resale Establishment at 2424 Oakton Street. The Zoning Ordinance currently defines this use as:

Resale Establishment:

A building, property, or activity, the principal use or purpose of which is the resale of used clothing, furniture, and/or other goods, products or merchandise directly to the consumer. "Resale establishment" shall not include businesses that sell primarily cars, antiques, books, recorded music, and/or artwork. (Ord. 122-O-09)

The applicant proposes to operate a Resale Establishment, which per the proposed floor plan (attached), will sell including, but not limited to, the following: adult clothing and shoes, furniture and housewares, electronics, and books and other media. The intend to be open 10 am to 7 pm, Monday through Saturday. An employee will staff the donation drop-off area one hour before and one hour after hours of operation.

No additional zoning relief is required and minimal exterior changes are proposed to the existing building and property. The proposed signage will require a sign permit in accordance with Chapter 4-10 of the Building Code (Sign Code). The donation drop-off area will be located at the southwest corner of the building (see proposed site plan). Because the building and property were previously used by Gordan Food Services, a "big box" food and retail establishment, the site is otherwise developed to serve as retail for secondhand goods.

Ordinances Identified for Requested Relief:

6-10-2 C1 Commercial District

6-10-2-3 Special Uses: The following uses may be allowed in the C1 Commercial District, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Resale Establishment
(among others listed)

6-15-13 oRD Redevelopment Overlay District

6-15-13-7.5 Special Uses: The special uses for the oRD district shall be any use listed as special in the underlying base zoning district. (Ord. No. 3-O-19, § 3, 1-28-2019)

Comprehensive Plan:

The Evanston Comprehensive General Plan encourages the utilization of vacant and underutilized businesses and properties along existing commercial corridors that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses to strengthen Evanston's economic base.

The proposed use will occupy an otherwise vacant commercial property with an approximate acreage of 1.69 (73,447 s.f.).

Design and Project Review (DAPR) Discussion and Recommendation:

On January 25, 2022, the DAPR Committee first considered the proposed operation of a resale establishment for the subject property and elected to hold the item so as to allow the applicant to address a variety of concerns. Specifically, the Committee requested information pertaining to the following: 1) how the applicant would address fly dumping on and around the premises, particularly near the donation drop off area, 2) the hours when the donation drop-off area would be staffed by a designated employee to receive donations, and 3) and manage possible bed bug infestation.

On February 22, 2022, the applicant provided a more detailed proposed maintenance plan for the Committee to consider. The applicant spoke to the above concerns, including the design and set up of the donation drop-off area (signage and security cameras), staffing of the donation area, and routine property clean-up. The applicant also stated they spoke with upper management in The Salvation Army organization and that bed bug infestations are rare, and when one had occurred at the Jefferson City, Missouri location, it was closed until the infestation was eliminated. Satisfied with the applicant's responses, the Committee voted unanimously to recommend approval to the Land Use Commission with the following conditions:

1. That The Salvation Army staff the drop off area as stated in the Proposed Maintenance Plan included in the 2/22/2022 DAPR Committee meeting materials;
2. That a security camera be installed to monitor the drop-off area during off-hours and The Salvation Army work with the City Police Department to manage any fly dumping;
3. That The Salvation Army be responsible for the pickup of litter, debris, and other materials within 250 feet of the property; and
4. That the use be reviewed 12 months following approval and every 24 months thereafter.

Special Use Standards:

For the LUC to recommend that the City Council grant a special use, the LUC must find that the proposed special use:

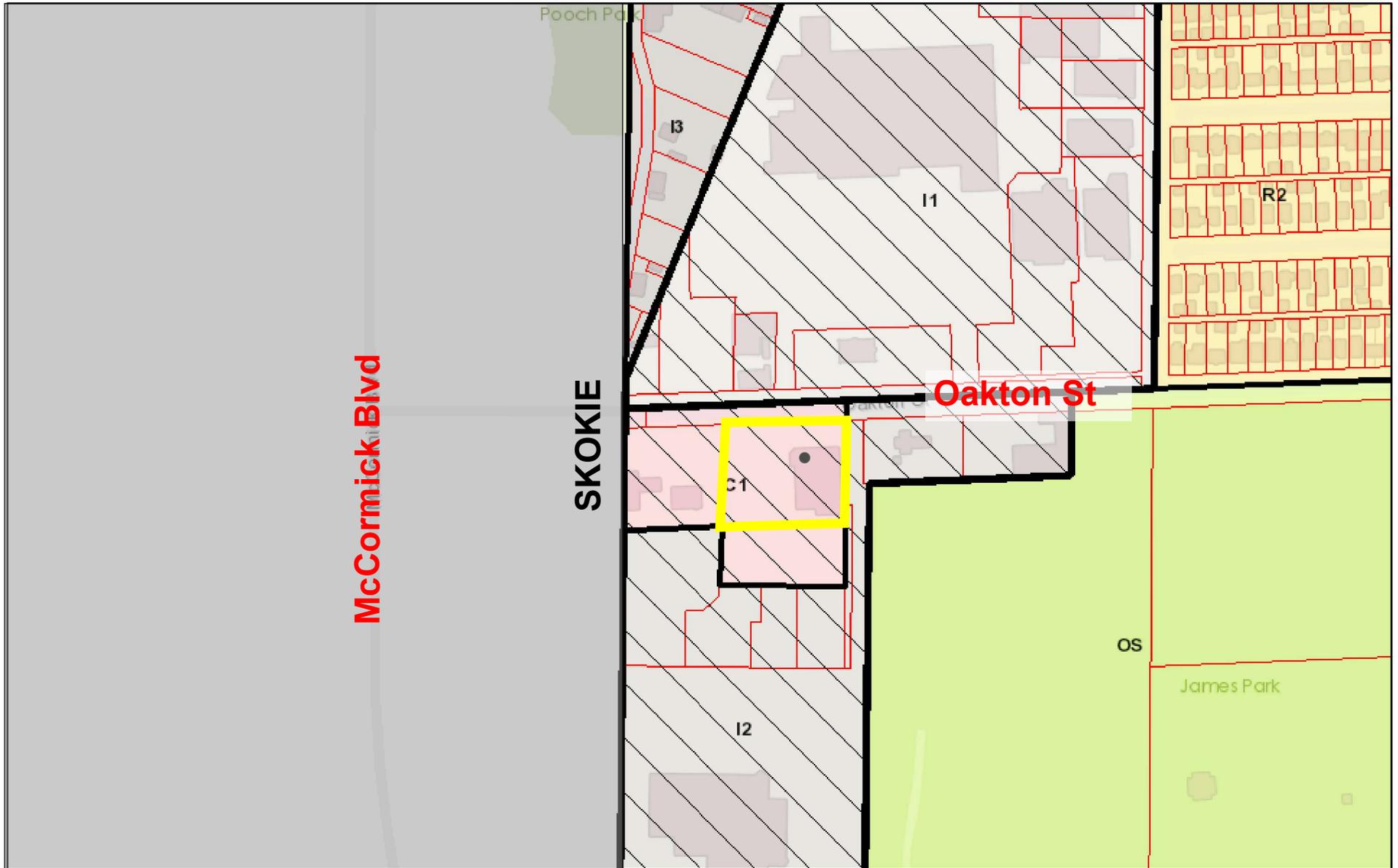
1. **Is one of the listed special uses for the zoning district in which the property lies; Standard met.** Resale Establishment is a listed eligible special use within the C1 Commercial District and oRD Redevelopment Overlay District.
2. **Complies with the purposes and the policies of the Comprehensive General Plan and the Zoning ordinance; Standard met.** The use is compliant with the Zoning Ordinance and Comprehensive General Plan. The proposed use promotes the growth and development of a business and commercial area and strengthens Evanston's economic base.
3. **Does not cause a negative cumulative effect in combination with existing special uses or as a category of land use: Standard met.** With the proposed conditions and the proposed maintenance plan, the proposed use has limited potential to negatively interfere with any proximate residential or commercial uses.
4. **Does not interfere with or diminish the value of property in the neighborhood: Standard met.** The proposed use would occupy a currently vacant building and property and is non-objectionable to surrounding commercial uses with the proposed staffing and maintenance as required in the conditions of approval.
5. **Is adequately served by public facilities and services: Standard met.** The building is served by adequate sidewalks, trash collection, and on-site parking, and is near the CTA bus 97.
6. **Does not cause undue traffic congestion: Standard met.** The location was developed for a similar commercial retail use in 2007 and evaluated from traffic congestion as part of the planned development application (Ordinance 114-O-06, Ordinance 24-O-07).

7. **Preserves significant historical and architectural resources:** N/A
8. **Preserves significant natural and environmental resources:** N/A
9. **Complies with all other applicable regulations:** Standard met. The proposal complies with all other applicable regulations.

Attachments:

1. Zoning Map
2. Aerial Photo
3. Street View
4. Site Plan - proposed
5. Floor Plan - proposed
6. Plat of survey
7. Business operations summary
8. Proposed maintenance plan
9. Applicant's Special Use Application Materials
10. Letters of Support - RE: 2270 N. Clybourn Ave., Chicago location
11. [DAPR Approved Meeting Minutes – January 25, 2022](#)
12. DAPR Draft Meeting Minutes Excerpt – February 22, 2022

2424 Oakton St - Zoning



1/19/2022, 1:16:08 PM

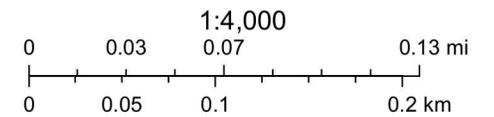
Zoning Overlay Districts

-  oCSC - Central Street Corridor
-  oDM - Dempster-Main Overlay
-  oH - Hospital Overlay

-  oRD - Redevelopment Overlay
-  oWE - West Evanston Overlay
-  Zoning Boundaries & Labels

Zoning Districts

-  B1 - Business
-  B1a - Business
-  B2 - Business
-  B3 - Business
-  C1 - Commercial
-  C1a - Commercial Mixed-Use

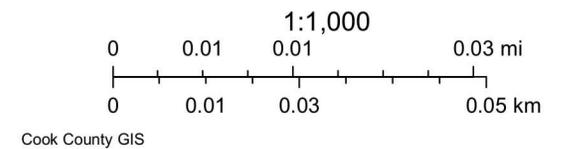


2424 Oakton St - Aerial



1/19/2022, 1:17:28 PM

-  Zoning Boundaries & Labels
-  Tax Parcels
-  City Boundary



2424 Oakton Street – Street view looking south from Oakton



2424 Oakton Street – Street view looking east from private drive

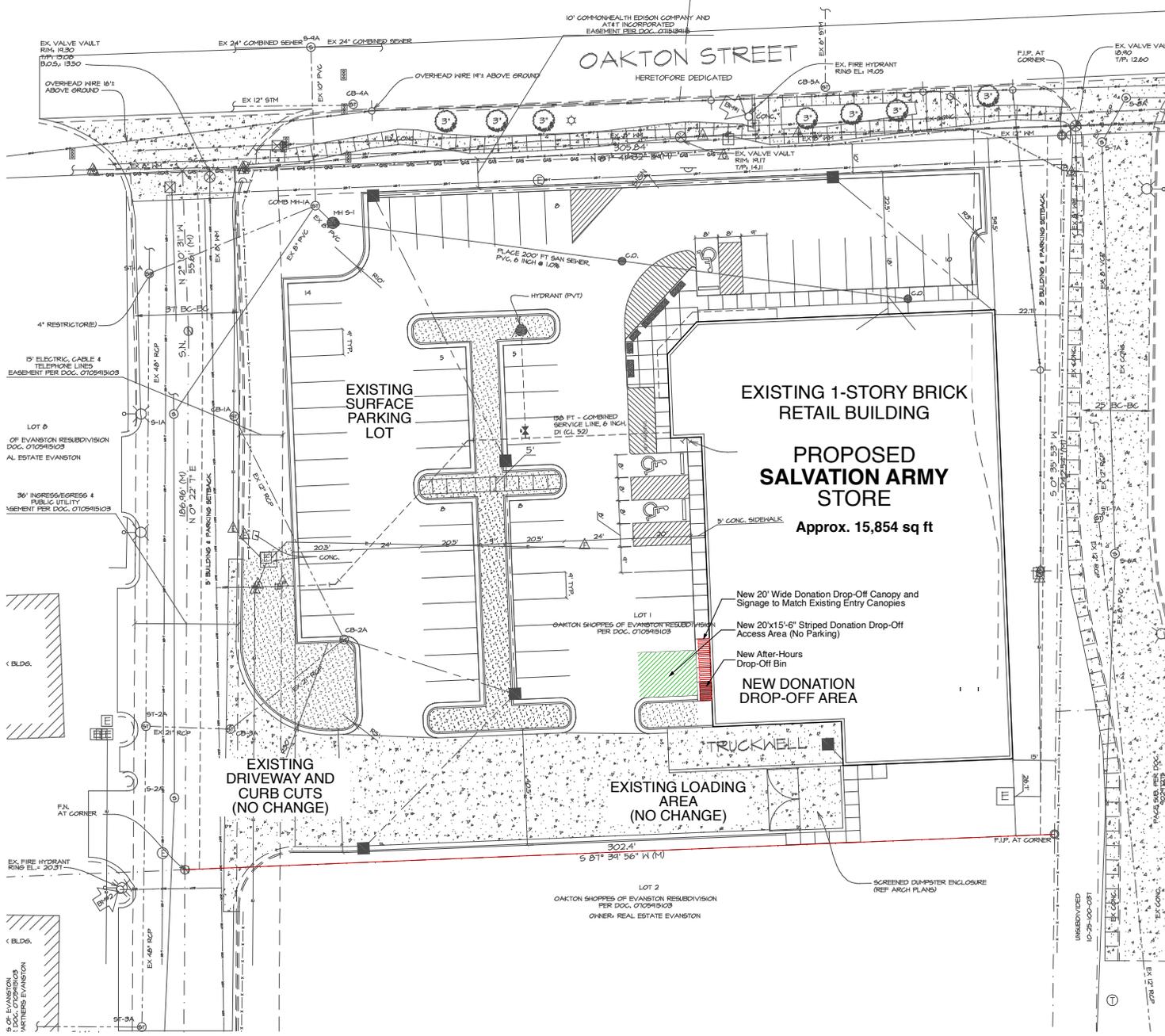


SOURCE BENCHMARK: CITY OF EVANSTON
615 BENCHMARK #40,
ELEVATION = 1142.2 (CITY OF EVANSTON DATA)

BM #11
SOUTHWEST TAP BOLT OF THE FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF OAKTON STREET APPROXIMATELY 175 FEET EAST OF THE ACCESS DRIVE TO THE STORAGE PARTNERS EVANSTON SITE.

BM #2
SOUTHWEST TAP BOLT OF THE FIRE HYDRANT LOCATED APPROXIMATELY 250 FEET SOUTH OF OAKTON STREET AT THE NORTHEAST CORNER OF THE STORAGE PARTNERS EVANSTON SITE.

Site Plan
SCALE: 1/16" = 1'-0"



LEGEND	
	SANITARY MANHOLE
	STORM MANHOLE
	CATCH BASIN
	VALVE AND VAULT
	FIRE HYDRANT
	WATER VALVE
	WATER SERVICE BOX/B-BOX
	WATER MAIN MARKER
	TRAFFIC SIGNAL VAULT
	TRAFFIC SIGNAL
	STREET LIGHT/PARKING LIGHT
	DECORATIVE LIGHT
	POWER POLE
	ELECTRIC PEDESTAL/ELECTRIC TRANSFORMER
	ELECTRIC MANHOLE
	ELECTRIC MARKER
	TELEPHONE PEDESTAL/RISER/JUNCTION BOX
	TELEPHONE MANHOLE
	TELEPHONE MARKER
	GAS MAIN MARKER
	STREET SIGN POST
	TREE
	BOUNDARY LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	SANITARY
	STORM
	WATER MAIN
	OVERHEAD WIRES
	CHAIN LINK FENCE

Site Data:
Site: 1.69 ± ACRES
Zoned: C1 w/ ORD OVERLAY
Use: RETAIL

Front Building/Parking Setback: None
Side Building/Parking Setback: 5'
Rear Building/Parking Setback: None

Minimum Lot Frontage: 100'

Maximum Bldg. Area: 1.69 Acres (1x Lot Area)

Existing Building Area: 0.36 Acres (no Change)

Max. Bldg. Height: 45'
Existing Building Height: 30' (No Change)

Parking Data:
Required Parking: 45 Spaces (1 space/350 s.f. GSA)

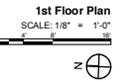
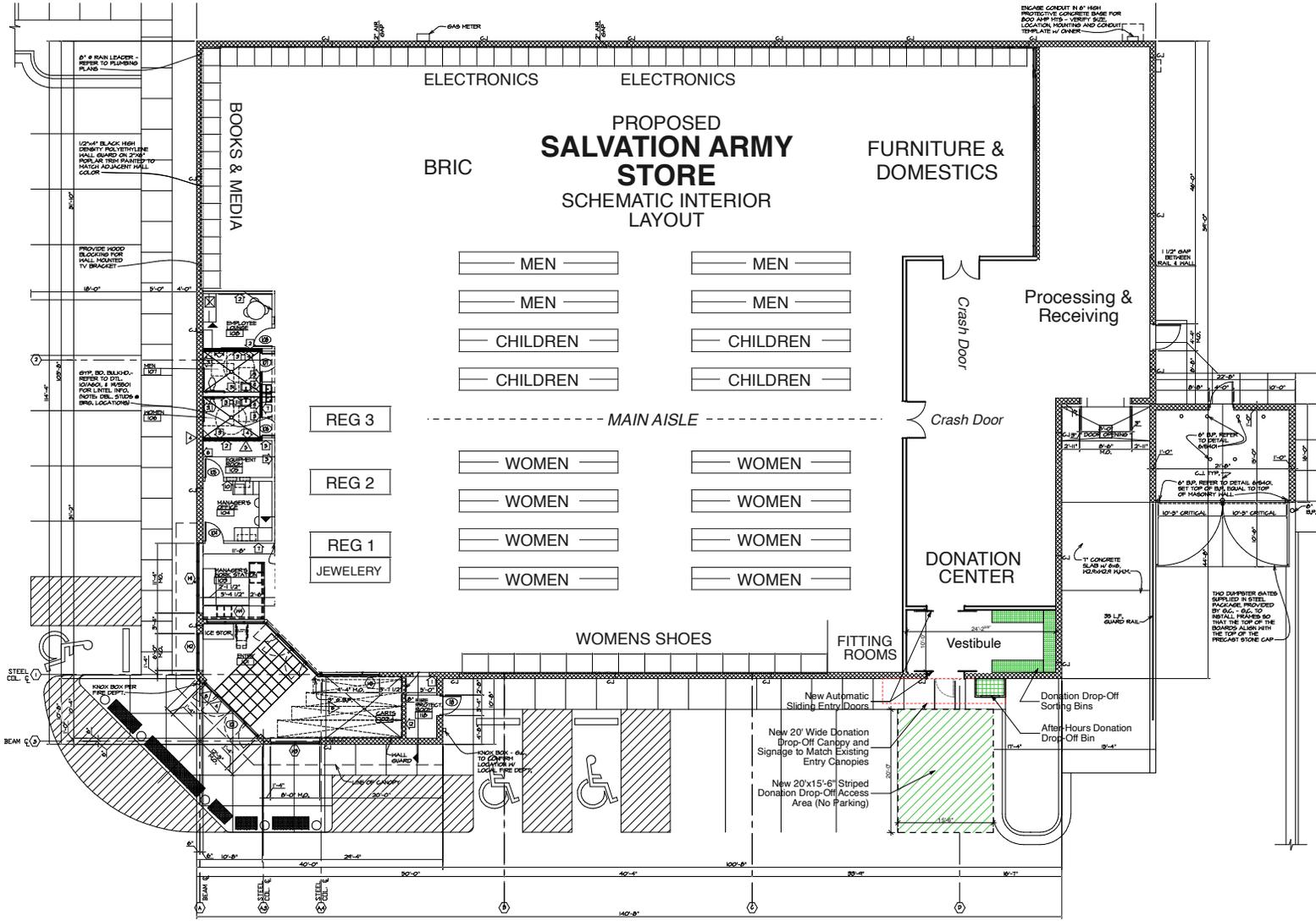
Proposed Parking:
66 Spaces (reduced 2 spaces from previous)
Barrier-Free Spaces: 3 (no change)
Required Parking Space: 8.5' x 18'
Required Min. Drive Aisle: 24'



The Salvation Army



Pappageorge Haymes Partners
www.pappageorgehaymes.com



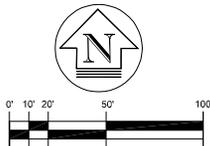
The Salvation Army



Pappageorge Haymes Partners
www.pappageorgehaymes.com

12/16/21
PH # 521362

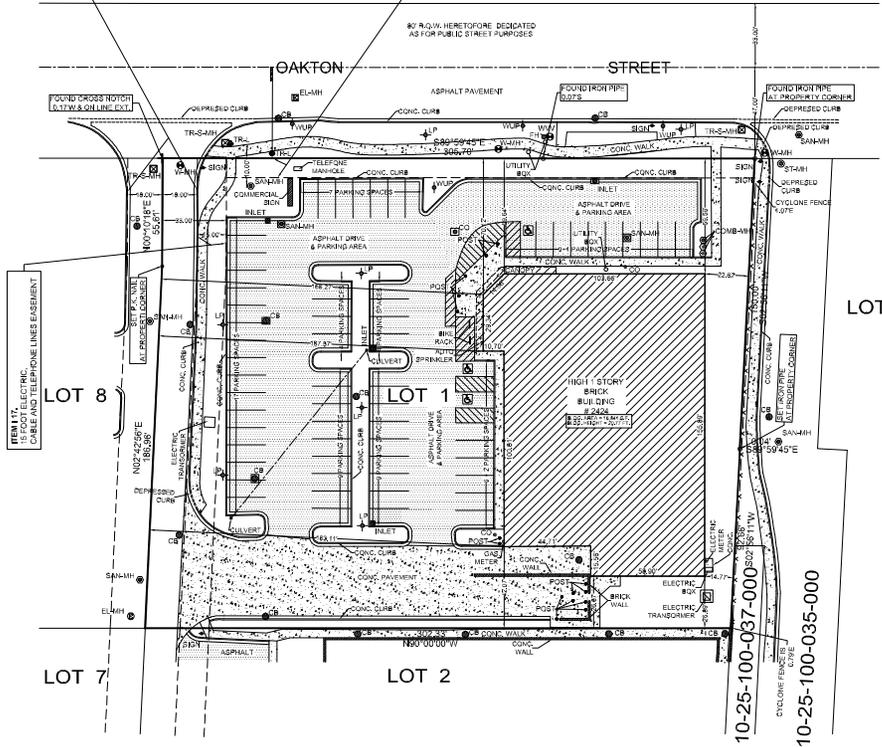
These plans are prepared by the architect and shall not be construed as a contract. The contractor shall be responsible for obtaining all necessary permits and for the accuracy of the information provided. The architect shall not be responsible for the contractor's interpretation of the plans.



ITEM H 16,
36 FOOT INGRESS/EGRESS & PUBLIC UTILITY EASEMENT AS SHOWN ON PLAT OF OAKTON SHOPPES OF EVANSTON RESUBDIVISION, RECORDED FEBRUARY 28, 2007, AS DOCUMENT 070915103, AND THE PROVISIONS AS APPENDED THERETO, OVER THE FOLLOWING:
18 FEET ALONG THE WEST LINE OF THE LAND

ITEM N 22,
EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND AT&T INCORPORATED, AND ITS/ THEIR RESPECTIVE SUCCESSORS AND ASSIGNS

BY R.O.V. HERETOFORE DEDICATED AS FOR PUBLIC STREET PURPOSES



LOCATION MAP



CHICAGO TITLE INSURANCE COMPANY.

COMMITMENT NO.: 1CSA824181LP
EFFECTIVE DATE: AUGUST 18, 2021

ITEMS CORRESPONDING TO SCHEDULE B, PART II:
ITEMS 1 - F 15,
NOT SURVEY RELATED.

ITEM H 16,
36 FOOT INGRESS/EGRESS & PUBLIC UTILITY EASEMENT AS SHOWN ON PLAT OF OAKTON SHOPPES OF EVANSTON RESUBDIVISION, RECORDED FEBRUARY 28, 2007, AS DOCUMENT 070915103, AND THE PROVISIONS AS APPENDED THERETO, OVER THE FOLLOWING:
18 FEET ALONG THE WEST LINE OF THE LAND (PLOTTED ON THE DRAWING)

ITEM I 17,
15 FOOT ELECTRIC, CABLE AND TELEPHONE LINES EASEMENT AS SHOWN ON PLAT OF OAKTON SHOPPES OF EVANSTON RESUBDIVISION, RECORDED FEBRUARY 28, 2007, AS DOCUMENT 070915103 AND THE PROVISIONS AS APPENDED THERETO, OVER THE FOLLOWING:
(AFFECTS THE EAST 15 FEET OF THE WEST 33 FEET OF THE LAND) (PLOTTED ON THE DRAWING)

ITEM J 18,
INGRESS AND EGRESS EASEMENT PROVISIONS AS CONTAINED IN OAKTON SHOPPES OF EVANSTON RESUBDIVISION, AFORESAID, AS FOLLOWS:
AN ACCESS EASEMENT FOR INGRESS AND EGRESS ACROSS ALL LOTS IN THIS SUBDIVISION IS HEREBY RESERVED AND GRANTED TO THE OWNERS OF SAID LOTS AND THEIR RESPECTIVE LICENSEES SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO PROVIDE PERPETUAL ACCESS TO AREAS MARKED INGRESS AND EGRESS EASEMENT ON THIS PLAT. OBSTRUCTION SHALL NOT BE PLACED OVER GRANTEE'S EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEE'S.

ITEM K 19,
COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EMBODIED UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS - THE OAKTON SHOPPES, EVANSTON, ILLINOIS, RELATING IN PART TO ASSOCIATION, ASSESSMENTS AND LIEN THEREFOR, MAINTENANCE, EASEMENTS, USE RESTRICTIONS, ALTERATION AND CONSTRUCTION OF IMPROVEMENTS AND OTHER PROVISIONS AS CONTAINED THEREIN, AS CONTAINED IN THE DOCUMENT RECORDED MARCH 14, 2007, AS DOCUMENT NO. 070755248, AS AMENDED FROM TIME TO TIME, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
NOTE: CONSENT TO DECLARATION RECORDED MAY 31, 2007, AS DOCUMENT 071519114.

ITEMS L 20 - M 21,
NOT SURVEY RELATED.

ITEM N 22,
EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND AT&T INCORPORATED, AND ITS/ THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED MAY 31, 2007, AS DOCUMENT NO. 071519115, AFFECTING PORTIONS OF THE LAND.

AFFECTS A PORTION OF THE NORTH 10 FEET OF THE LAND (AFFECTS THE LAND AND OTHER PROPERTY) (PLOTTED ON THE DRAWING)

ITEMS O 23 - P 24,
NOT SURVEY RELATED.

- NOTES:**
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET KNOWN AS OAKTON STREET
 - THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;
 - THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
 - THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;
 - ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
 - THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.
 - **ITEM # 8 FROM TABLE A**
ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.
 - **ITEM # 9 FROM TABLE A**
THERE ARE 68 STRIPED PARKING SPACES ON THE PROPERTY.
 - **ITEM # 16 FROM TABLE A**
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
 - **ITEM # 17 FROM TABLE A**
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - **ITEM # 18 FROM TABLE A**
NO OFF-SITE BENEFICIAL EASEMENTS WERE REFLECTED IN TITLE.
 - **ITEM # 19 FROM TABLE A**
RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM, CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201 (847) 448-8220
(847) 448-8020 FAX
ZONING REQUIREMENTS
C-1= COMMERCIAL DISTRICTS

UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVERS FOREST, IL 60005
TEL.: (847) 299-1010 FAX: (847) 299-5887
E-MAIL: LUSURVEY@USANSDCS.COM

ALTA / NSPS
LAND TITLE SURVEY
OF

LOT 1 IN OAKTON SHOPPES OF EVANSTON RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 2007 AS DOCUMENT 070915103, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 2424 OAKTON STREET, EVANSTON, IL 60202

PERMANENT INDEX NUMBER: 10-25-100-035-000

TOTAL AREA= 73,447 SQ. FT. = 1.686 ACRE

NOTE:
THIS LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.

TYPE OF SPACE	TOTAL EXISTING
REGULAR	68
HANDICAP	2
TOTAL	68

ORDERED BY:
ARONBERG GOLDBEHN

SCALE: 1" = 30'

DATE: OCTOBER 28, 2021

FILE No.:
2021 - 29481

DATE	REVISION

FLOOD STATEMENT:
SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP 17031 C 0265 J, WITH A DATE OF IDENTIFICATION OF AUGUST 19, 2008, FOR COMMUNITY NUMBER 170690 0265 J, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LEGEND ABBREVIATIONS

SMH	SANITARY MANHOLE
SMH-1	1 STORY MANHOLE
DB	DATCH BASIN
INLET	INLET
WV	WATER VALVE VAULT
WMH	WATER MANHOLE
DBOX	BOX
HT	HYDRANT
TL	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TRSMH	TRAFFIC SIGNAL MANHOLE
SGN	SIGN
POST	METAL CURBS POST
HP	HANDICAPPED PARKING SPACE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, ROY G. LAWNICZAK, A REGISTERED LAND SURVEYOR, LICENSE NO. 35-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:

- GPS MARKETPLACE REALTY FIVE LLC.
- THE SALVATION ARMY
- CHICAGO TITLE INSURANCE COMPANY.

AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b), 7(c), 7(d), 8, 9, 16, 17, 18 AND 19 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON OCTOBER 28, 2021.
DATE OF PLAT: NOVEMBER 2, 2021.



BY: ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO.: 194-004578
LICENSE EXPIRES: APRIL 30, 2025



THE SALVATION ARMY
CHICAGO, IL - ADULT REHABILITATION CENTERS
2258 North Clybourn Ave – Chicago, IL 60614
(773) 477-1771

January 4, 2022

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Re: Special Use Permit Request | 2424 Oakton, Evanston, IL

To Whom It May Concern,

We hope this New Year finds you well. Please see the following statement of intended business operations as it pertains to the parcel listed above:

- 2424 Oakton is currently owned and operated by Gordon Food Services
- Hours of store operations: Monday – Saturday 10am – 7pm
- Anticipate approximately 90,000 shoppers annually to mirror pre-COVID numbers at existing location 1.7 miles west (4335 Oakton) as follows:
 - 2019: 88,538
 - 2020: 57,876
 - 2021: 59,782
- Anticipate 9 employees (current staff at Skokie location).
- Hours of (manned) donation center: Daily during hours of store operation (excluding Thanksgiving and Christmas), Sundays 12-6pm (excluding Easter)
- Anticipate approximately 50,000 donors annually.
- The donation center is separated from retail entrance. The Donation Center exterior will be in the same style of our Arlington Heights store (1035 E Rand Rd.) on the west side of the building towards the rear with the 3 parking spots in front of the Donation Center allotted to the donor (with a more modern awning). All Materials will be stored inside and away from the public.



Major E. Randall Polsley
COMMANDER

Commissioner F. Bradford Bailey
TERRITORIAL COMMANDER

DOING THE
MOST GOOD

SATRUCK.ORG
1-800-SA-TRUCK

Brian Peddle
GENERAL

Major K. Kendall Mathews
ADMINISTRATOR FOR BUSINESS

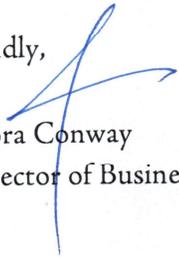
Major Katrina D. Mathews
ADMINISTRATOR FOR PROGRAM



THE SALVATION ARMY
CHICAGO, IL - ADULT REHABILITATION CENTERS
2258 North Clybourn Ave - Chicago, IL 60614
(773) 477-1771

- The Salvation Army is concerned with the cleanliness and appearance of the premises. The Donation Center will be manned 7 days a week during the hours listed above. To deter dumping, there will be bins for "afterhours donations", a "No Dumping" sign including Donation Center hours on the exterior wall, and surveillance cameras. While The Salvation Army believes that constant diligence as it relates to donations throughout the week will resolve any potential cleanliness issues, The Salvation Army is receptive to any additional suggestions that the City of Evanston would make in addition to the above.

Kindly,


Leora Conway
Director of Business



Major E. Randall Polsley
COMMANDER

Commissioner F. Bradford Bailey
TERRITORIAL COMMANDER

DOING THE
MOST GOOD

SATRUCK.ORG
1-800-SA-TRUCK

Brian Peddle
GENERAL

Major K. Kendall Mathews
ADMINISTRATOR FOR BUSINESS

Major Katrina D. Mathews
ADMINISTRATOR FOR PROGRAM

PROPOSED MAINTENANCE PLAN

In response to the expressed concerns of the Design and Project Review Committee on January 25, 2022, The Salvation Army wishes to memorialize its plan for maintaining the property and more specifically the donation area for the proposed Salvation Army Family Store located at 2424 Oakton, Evanston, Illinois. It should be noted at the onset that without having the ability to address this issue based on any current situation, The Salvation Army would ask the City of Evanston to understand that this Plan needs to be flexible so that it can work with the City and adapt to any problems/concerns that arise once they are in the property.

1. The Salvation Army will commit to having its Donation Center manned seven (7) days per week, one hour before opening to one hour after closing six days per week. Because of Covid, the hours have been reduced. It is hoped that by stating the manned coverage in terms of above, it will provide the flexibility needed. This means that the donation area will be manned at a minimum of one hour before and one hour after store hours to insure cleanliness of that area. If there is a need to modify those hours, The Salvation Army will do so. In addition, The Salvation Army will have the donation area monitored on Sunday from approximately 11 a.m. to 4 p.m. even though the store will be closed.

The Salvation Army will have cameras and motion activated security lights to discourage 'dumping'. The Salvation Army will cooperate with the City of Evanston in providing video information to the City of Evanston so that the City can enforce its laws, especially as it relates to repeat offenders. There is a strong belief that if the City let it be known that they will enforce the law in this regard, 'dumping' will be held to a minimum. The Salvation Army will secure the Donation Center area which will be closed off after hours. This may be around the donation area itself, or, if feasible, by having gates prohibiting entry to the Premises which includes the parking area after hours. It is believed that by providing this deterrent 'dumping' after hours will be virtually non-existent. It should be noted that the entrance to the general location is controlled by a stop light on Oakton. One then needs to travel approximately ½ block south and then turn east into the parking lot. The parking area is in the front of and to the west side of the store. Because of the traffic pattern to access the parking area, the donation area, and street exposure, it is believed that few if any vehicles or trespassers will enter the area when the store is not open. The access road off of Oakton is also utilized by other businesses in the direct vicinity. Dunkin Donuts is to the immediate west of the proposed site. It is active 24/7 which again discourages persons from trespassing on the proposed property when closed. In addition there is another business further to the south which is opened during extended hours. By having constant traffic in the area it is believed that it will act as an additional deterrent to any trespassers after hours.

2. The Salvation Army will patrol the immediate area daily in case of 'dumping' of donated goods elsewhere within the 250 foot radius of the store.
3. The Salvation Army would continue to increase the availability to Evanston residents to have donated goods picked up at individual residences on a pre-determined schedule by area.

4. It should be noted that the proposed site is not located in residential area. As a result, donors will have to make a concerted effort to come to The Salvation Army Family Store. It is again believed that this will limit donations to store hours.
5. The Salvation Army will place signage on fencing or gates as well as above the Donation Center site that will read along the lines of:

**PLEASE DONATE BETWEEN 8:00 A.M. AND 4:00 P.M.
BE PROUD OF EVANSTON – LET’S KEEP IT CLEAN**

The second issue that was raised at the initial meeting with the Committee was that of bed bugs. This is not a residential setting. Travel is the number one cause of bed bugs. Places with high turnover rates such as hotels, motels and temporary living quarters, are the main cause of bed bug infestation. As this is a family store, these problems do not exist. Further, the donations being given to The Salvation Army will be coming from individuals in the community. The donated items come from clothing worn by you and your friends, clothing washed, dried or laundered on a regular basis. As explained previously, clothing that does not meet this criteria is separated out as ‘rag’ during processing and disposed of elsewhere. The Salvation Army does and will not accept mattresses which is one of the favorite locations for bed bugs. This is true for Salvation Army Family Stores in the Chicagoland area. By having it known that these goods will not be accepted, the single greatest concern does not exist. As it relates to cloth furniture donations, of which there is virtually none, checks will be done upon receipt to determine whether or not there are bed bugs. Again, these donations are from individuals living in the community. If bed bugs were to be detected The Salvation Army will either dispose of the furniture or remedy the situation by treatment. For clothing it will be placing that clothing in a dryer at a high temperature. While The Salvation Army understands the Committee’s concern as it relates to this issue, The Salvation Army simply has not had any problem to date and desires it to continue to be the case.

Finally, it should be noted that the location being considered is currently a Gordon Food Store. It has virtually no business and as a result no tax revenue is being paid to the City of Evanston nor is it attracting business for the surrounding businesses. The Salvation Army Family Store anticipates monthly revenue of approximately \$90,000.00 which will have a direct and significant impact on sales tax revenue for the City as well as additional traffic for the surrounding businesses. The Salvation Army further anticipates creating approximately nine (9) new jobs, and it is the hope and belief of The Salvation Army that these jobs will be filled by Evanston residents. Most importantly, The Salvation Army Family Store will serve a significant Evanston population who are currently unable to afford the luxury of new clothing and appliances.

It is the intention of The Salvation Army to work with the City of Evanston and take whatever reasonable measure are necessary to address any further issues that the City of Evanston foresees. It is the desire of The Salvation Army to be a partner with the City of Evanston.

5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

- (This) Completed and Signed Application Form
- Plat of Survey Date of Survey: _____
- Project Site Plan Date of Drawings: _____
- Plan or Graphic Drawings of Proposal (If needed, see notes)
- Non-Compliant Zoning Analysis
- Proof of Ownership Document Submitted: Contract to Purchase
- Application Fee Amount \$ _____

Notes: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

Plat of Survey

- (1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

Site Plan

- (1) One copy of site plan or floor plans, drawn to scale, showing all dimensions.

Plan or Graphic Drawings of Proposal

A Special Use application requires graphic representations for any elevated proposal-- garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

Proof of Ownership

Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).

- **Tax bill will not be accepted as Proof of Ownership.**

Non-Compliant Zoning Analysis

This document informed you that the proposed change of use is non-compliant with the Zoning Code and requires a variance.

Application Fee

The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.

6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:

The Salvation Army wishes to open a resale store for the sale of slightly used clothing, furniture and
bric-a-brac.

APPLICANT QUESTIONS

- a) Is the requested special use one of the special uses specifically listed in the Zoning Ordinance?
What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning district in which the subject property lies? (See Zoning Analysis Review Sheet)

The current property is C-1 and also in the ORD Research Development Overlay District. The Salvation Army
is requesting that a Special Use be granted as a Resale Establishment under §6-10-2-3.

- b) Will the requested special use interfere with or diminish the value of property in the neighborhood?
Will it cause a negative cumulative effect on the neighborhood?

The property in the immediate surrounding area is commercial in nature including an indoor sports facility,
self storage building, Dunkin Donuts, Shell Gas Station, Evanston Animal Shelter on the South side of Oakton
and on the north side of a manufacturing company, Steak and Shakte and Home Depot. It is believed that the
addition of this store will increase the value of the surrounding businesses. In addition, The Salvation Army
will look to the neighborhood for employees for this store.

- c) Will the requested special use be adequately served by public facilities and services?

The public facility is in place, previously serving a Gordon Food Service Store on the site.

d) Will the requested special use cause undue traffic congestion?

The proposed store will not change the volume of traffic existing on Oakton Street nor the surrounding businesses.

e) Will the requested special use preserve significant historical and architectural resources?

Not relevant.

f) Will the requested special use preserve significant natural and environmental features?

The Special Use will not change natural and environmental features currently existing.

g) Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation?

Yes.



City of Evanston DISCLOSURE STATEMENT

(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: _____ Does not apply.
The applicant is the attorney for The Salvation Army where contract information is set forth on #1 of the application.

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number 1 above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number _____ above, or indicated below.
The current land owner is Gordon Food Services, Inc. located in Michigan who currently has a Gordon Food Store on the location and who has entered into a contract to sell the property to The Salvation Army.

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number 3 above, or indicated below.

If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

The Salvation Army - See supplemental list of Officers and Trustees.

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

N/A

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.

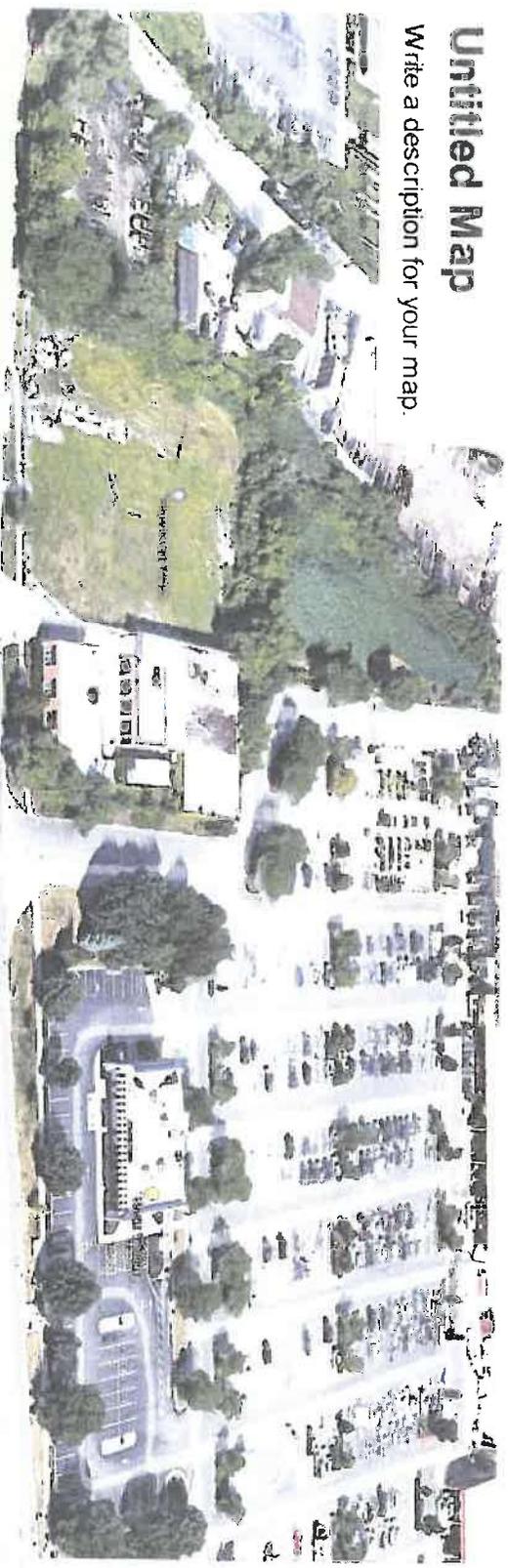
BOARD OF TRUSTEES

a/o 07/01/21

Chairman of the Board	Kenneth Hodder
President	F. Bradford Bailey
Vice-President	Steven M. Howard
Secretary	Bramwell E. Higgins
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Asst. Secretary	Renea Smith
Asst. Treasurer	Shelagh M. Stuart-Andrews
Trustee	Heidi J. Bailey
Trustee	Paul D. Smith
Trustee	James W. McDowell
Trustee	Janice A. Howard
Trustee	Jonathan Rich

Untitled Map

Write a description for your map.



- Legend**
- ?
 - ?
 - ?
 - ?
 - ? ?Dunkin'
 - ? ?Pooch Park
 - ? ?Quad Indoor Sports
 - ? ?Shell
 - ? ?Steak 'n Shake
 - ? 2424 Oakton St



REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (this "Agreement"), is made and entered into effective as of August __, 2021 (the "Effective Date"), by and between GFS Marketplace Realty Five LLC ("Seller"), and The Salvation Army, a not for profit corporation ("Purchaser").

1. Agreement to Purchase.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as defined below) and subject to and upon each and every of the terms and conditions hereinafter set forth, the real estate located in the City of Evanston, Cook County, State of Illinois, commonly known as 2424 Oakton Street as, together with all buildings, improvements, easements, rights and appurtenances thereto, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter with the land, collectively called the "Premises"). The exact legal description of the Premises, in accordance with the Title Commitment provided for in Section 5 herein, may be substituted by either party for the foregoing description, if necessary, at any time hereafter. The Premises shall not include any furnishings, equipment or other items of personal property situated in the building located on the Premises.

2. Purchase Price.

The "Purchase Price" to be paid to Seller for the Premises shall be the sum of

 The Purchase Price, subject to appropriate credits and adjustments, shall be paid at Closing (as defined below) by wire transfer, in immediately available funds.

3. Earnest Money.

Purchaser shall deposit in a Strict Joint Order escrow at Chicago Title Insurance Company, as escrowee, within three (3) days after the last execution of this Agreement, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), as "Earnest Money", to be credited against the Purchase Price at Closing. If during the Feasibility Period Purchaser has not elected to terminate this Agreement, the Earnest Money shall become non-refundable, and if Purchaser defaults hereunder and fails to cure said default within ten (10) days after receipt of written notice thereof from Seller, then, upon written demand of Seller, said Earnest Money shall be forfeited as Seller's sole remedy and this Agreement shall become null and void. If Purchaser fails to exercise such termination right prior to the expiration of the Feasibility Period, then such right shall be deemed waived. Notwithstanding any provision herein to the contrary, if Seller defaults hereunder and fails to cure said default within ten (10) days after the receipt of written notice thereof from Purchaser, then, upon written demand of Purchaser, the Earnest Money shall be returned to Purchaser in full.

4. Deed and Other Documents.

Seller shall convey good and marketable and insurable title to the Premises by special warranty deed, subject only to current real estate taxes and the Permitted Exceptions (as defined herein). Seller agrees to execute and deliver to Purchaser or the Title Company (as defined herein) any reasonable affidavit, statements or other document normally required by the Title Company as a condition for the issuance of the title insurance policy provided for below. Purchaser acknowledges and agrees that except as set forth in the special warranty deed delivered to Purchaser at Closing, Seller makes no express or implied warranties regarding the condition of title to the Premises, and Purchaser shall rely on any owner's policy of title insurance issued at Closing for protection against any title defects.

Within three (3) days of the Effective Date hereof, Seller shall deliver to Purchaser, at Seller's expense, to the extent such items are in Seller's possession and control: (a) a copy of the latest title commitment and policy for the Premises; (b) a copy of the existing survey of the Premises; (c) a copy of any health, building or zoning code violations for the Premises received by Seller in the last two (2) years; (d) a copy of any environmental reports and related correspondence obtained by Seller or in Seller's possession and control for the Premises; and (e) a copy of all reports relating to the Premises of any improvement thereto. At the Closing (defined below), Seller shall reimburse Purchaser for the cost to obtain an updated ALTA survey of the Premises prepared in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys, certified to Purchaser and Title Company, in such form as Title Company may require to issue an Owner's Policy with extended coverage.

Seller makes no representation or warranty as to the accuracy of any factual statement contained in any of the foregoing documents, other than that Seller does not have Actual Knowledge (as hereinafter defined) of any factual incorrectness therein. Purchaser acknowledges and agrees that, unless otherwise expressly set forth in this Agreement, Seller makes no representation or warranty as to the accuracy of any information contained in any of the materials described therein and Seller shall have no liability with respect to any matters described therein. Purchaser shall keep confidential all materials described herein (together with any reports and materials prepared by or on behalf of Purchaser and other information obtained by Purchaser, in each case, with respect to the Premises). As used in this Agreement, "**Actual Knowledge**" of Seller with respect to any matter means the present actual knowledge of such matter by the Executive Officers, but without any obligation to make an investigation and inquiry. "**Executive Officer**" means the President, Vice President, Treasurer or Chief Financial Officer.

5. Title Insurance.

Seller shall order within seven (7) days of the Effective Date a preliminary title commitment on the Premises for an ALTA Form B owner's policy with extended coverage, or a comparable form (the "**Title Commitment**"), from Chicago Title Insurance Company (the "**Title Company**"), in the amount of the Purchase Price, covering the date hereof with such endorsements as Purchaser shall request, which

endorsements shall be subject to approval of the Title Company. For a period of twenty-one (21) days after Purchaser's receipt of the Title Commitment, together with copies of all matters listed as exceptions to title, if any, Purchaser may object to any defects or encumbrances upon title identified in the Title Commitment. Any matter identified in the Title Commitment to which Purchaser does not timely object, or which is objected and such objection is subsequently waived, shall be deemed accepted by Purchaser and shall be deemed to be permitted exceptions to the status of Seller's title (the "**Permitted Exceptions**"). Within fourteen (14) days of notification by Purchaser of its objections to such matters identified by the Title Commitment, Seller shall provide Purchaser with notice of Seller's election to either cure or not cure such objections. If Seller fails to deliver such notice to Purchaser within such 14-day period, then Seller shall be deemed to have declined to cure such objections. If said defects cannot be cured within thirty (30) days, or if Seller elects not to cure the same, then within 14 days after Purchaser receives written notice of Seller's election not to cure such objections or Seller's determination that such cure will not be effected on or prior to Closing, then prior to the termination of the Feasibility Period Purchaser may terminate this Agreement or may, at its election, take title to the Premises as it then is, thereby waiving any objection to such title defect or encumbrance (in which case such objections shall be Permitted Exceptions, except lien matters created by Seller for an ascertainable amount which shall be discharged by Seller at or prior to Closing). In the event that Purchaser fails to timely terminate this Agreement in the manner provided above, Purchaser's rights to terminate on account of any title matter shall be deemed waived by Purchaser. When title is transferred to Purchaser, an owner's policy, as aforesaid, shall be issued by the Title Company to Purchaser. Costs related to the issuance of the title policy, including title examination fees and premiums for extended coverage, shall be paid for by Seller. Purchaser shall pay for any endorsements requested by Purchaser.

6. Closing.

Closing and settlement (the "**Closing**") shall take place at the offices of the Title Company within forty five (45) days after expiration of the Feasibility Period as mutually agreed by Seller and Purchaser. Seller and Purchaser agree to execute at Closing any and all documents reasonably required by the other party, the Title Company, or applicable law, including but not limited to, a disbursement/closing statement, ALTA statement, GAP undertaking, authorizing resolutions, bill of sale, and non-foreign certification. Prior to Closing, Seller shall submit to Purchaser a copy of the most recent tax bill. Should the current real estate taxes not be ascertainable, prorating shall be based upon one hundred ten percent (110%) the then most recent tax bill. Seller shall pay all state and county assessments and transfer taxes, and any municipal tax stamps shall be paid in accordance with the local ordinance. The cost of recording the deed shall be paid for by Purchaser. Each party shall pay ½ of any escrow fees, including fees for a New York Style Closing.

7. Feasibility Period/Study.

Purchaser shall have a period of one hundred twenty (120) days from the Effective Date of this Agreement to conduct a feasibility study of the Premises (the

“Feasibility Period”) to include matters relating, among other things, to zoning, title, environmental and the condition of the Premises to confirm these matters are acceptable to Purchaser. Notwithstanding anything contained in the foregoing to the contrary, if Purchaser obtains a Phase I environmental site assessment of the Premises and such assessment recommends that a Phase II environmental site assessment or invasive testing of the Premises is warranted (including any baseline environmental assessments), then Purchaser’s right to perform such Phase II environmental site assessment or invasive testing will be subject to Seller’s prior written consent, not to be unreasonably delayed or denied. Within three (3) days after execution of this Agreement, Seller shall provide Purchaser with all surveys, the current title policy, topographical data, environmental reports and a list of recent capital expenditures and existing warranties on equipment or labor, and such other documents or materials in Seller’s possession reasonably necessary for Purchaser to conduct its due diligence. During the Feasibility Period, Purchaser and its agents, engineers, employees, contractors and surveyors retained by Purchaser, may enter upon the Premises at reasonable times and upon reasonable notice, to inspect the Premises and to conduct and prepare such studies, tests and surveys as Purchaser may deem necessary and appropriate. Purchaser shall be responsible for any injury, loss or damage sustained as a consequence of its inspection activities on the Premises. Purchaser shall repair any damage to the Premises caused by Purchaser’s activities on the Premises and Purchaser shall defend, indemnify and hold Seller harmless against any and all such injury, loss or damage including the cost of Seller’s reasonable attorneys’ fees, and notwithstanding anything to the contrary in this Agreement, such obligation to repair and to defend, indemnify and hold harmless Seller shall survive Closing or any termination of this Agreement (but such obligations shall not extend to any pre-existing condition). Purchaser at Purchaser’s expense shall maintain commercial general liability and property insurance for any and all such inspections and testing, with contractual liability coverage for any obligation to defend, indemnify or hold harmless resulting therefrom, with coverage of at least \$1,000,000 on a combined single-limit basis.

If Purchaser is dissatisfied with the results of such inspection during the Feasibility Period for any reason, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller of such termination at any time prior to the expiration of the Feasibility Period. If such termination notice is given, all Earnest Money shall be returned to Purchaser. If Purchaser fails to exercise such termination right prior to the expiration of the Feasibility Period, then such right shall be deemed waived.

8. Seller’s Representations and Warranties.

Seller represents and warrant that:

a. Seller shall not market or enter into a contract for the sale of the Premises except to Purchaser as provided for herein; except for this Agreement there are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in or right to possession, use, enjoyment or proceeds of any part or all of the Premises.

b. Seller shall deliver sole and actual possession of the Premises to Purchaser, by special warranty deed, free and clear of all liens, mortgages, or other indebtedness and all tenancies and parties in possession, except for Permitted Exceptions, at Closing.

c. The person signing this Agreement on behalf of Seller is authorized to do so.

9. Purchaser's Representations and Warranties.

Purchaser represents and warrants that:

a. Purchaser has the full right, power and authority to purchase the Premises as provided in this Agreement and to carry out Purchaser's obligations under this Agreement, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations under this Agreement have been taken, or by the Closing will have been taken.

b. The person signing this Agreement on behalf of Purchaser is authorized to do so.

c. Purchaser is validly formed and in good standing with the State of Illinois, and duly authorized to transact business in the State of Illinois.

10. Condition of Premises.

a. Purchaser agrees that Seller is under no obligation to correct any condition, pay the cost of any remediation or make any other changes to the Premises other than those which Seller specifically elects to perform.

b. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Premises, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's limited warranty of title to be set forth in the deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Premises with governmental laws, the truth, accuracy or completeness of the Premises documents or any other information provided by or on behalf of Seller to Purchaser, or any other matter or thing regarding the Premises.

c. Purchaser acknowledges and agrees that on closing Seller shall sell and convey to Purchaser and Purchaser shall accept the Premises "AS IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided otherwise in this Agreement.

d. Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to closing, such investigations of the Premises, including but not limited to, the physical and environmental conditions thereof, as Purchaser deems necessary to

satisfy itself as to the condition of the Premises and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises, and will rely solely on same and not on any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement.

e. On closing, Purchaser shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, on closing, shall be deemed to have waived, relinquished and released Seller (and Seller's partners and their respective officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, that Purchaser might have asserted or alleged against Seller (and Seller's partners and their respective officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Premises.

f. Seller and Purchaser acknowledge that the compensation to be paid to Seller for the Premises takes into account that the Premises is being sold subject to the provisions of this Section 10. Seller and Purchaser agree that the provisions of this Section 10 shall survive Closing.

11. Time of the Essence.

Time is of the essence of this Agreement. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give notice to the other party demanding that this Agreement be performed within ten (10) days from the date of said notice. In the event said demand is not complied with, the demanding party may, at its option, declare this Agreement null and void and of no further force and effect with return of earnest money to Purchaser.

12. Real Estate Taxes and Assessments

Seller shall be responsible for payment of all taxes and assessments levied or assessed prior to the Closing. Real property taxes for the calendar year in which the Closing takes place shall be prorated at the Closing between Purchaser and Seller through the date of Closing, based on 110% of the most recently obtainable full year tax bill. All prorrations shall be final.

13. Default

If Purchaser fails to consummate the purchase contemplated herein when required to do so pursuant to the provisions hereof, then Seller shall accept the Earnest Money as liquidated damages, and Seller shall be precluded from recovering actual damages

incurred by Seller, such actual damages incurred by the Seller being difficult or impossible to ascertain.

If Seller has (i) breached any of its covenants or obligations under this Agreement and such breach (except for any breach that can be cured by the payment of money to Purchaser, for which Seller shall have no cure period) has not been cured to Purchaser's reasonable satisfaction within ten (10) days after notice thereof by Purchaser, or (ii) has failed, refused or is unable to consummate the sale contemplated herein, then Purchaser may, at its option (a) terminate this Agreement, in which event Purchaser shall be entitled to the return of the Earnest Money upon the Escrowee's receipt of notice thereof, and (b) pursue any and all remedies available to it at law or in equity, including without limitation, specific performance.

14. Brokers

Purchaser and Seller acknowledge that Cushman & Wakefield has facilitated this transaction and shall be entitled to a sales commission to be paid by Seller at Closing, pursuant to a separate written agreement. Purchaser and Seller each represent and warrant to the other that Purchaser and Seller have had no dealings with any realtor or other real estate broker or agent in connection with the purchase and sale of the Premises or the negotiation of this Agreement. Purchaser and Seller each agrees to defend, indemnify and hold the other party harmless from and against any cost, expense or liability, including reasonable attorneys' fees, arising from a breach of the indemnifying party's representation under this Section. The obligations contained in this Section will survive Closing or any other termination of this Agreement.

15. Notices.

All notices and demands herein required shall be in writing and shall be sent by United States mail as follows:

To Seller:
GFS Marketplace Realty Five LLC
1300 Gezon Parkway SW
Wyoming, Michigan 49509

To Purchaser:
The Salvation Army
c/o Real Estate Department
5500 Prairie Stone Parkway
Hoffman Estates, Illinois 60192

To Seller's Attorney:
Eric Starck
Miller Johnson
45 Ottawa Avenue SW, Suite 1100
Grand Rapids, Michigan 49503
Tel: 616-831-1767
E-Mail: starcke@millerjohnson.com

To Purchaser's Attorney:
Robert N. Sodikoff
Aronberg Goldgehn
330 N. Wabash, 17th Floor
Chicago, Illinois 60611
Tel: 312- 755-3155
E-Mail: rsodikoff@agdgllaw.com

And to: mmelamed@agdgllaw.com

16. Changes to Agreement.

Seller warrants that no material changes to the Premises will take place prior to Closing without written notice to Purchaser. Seller and Purchaser agree to execute at Closing a Certificate stating that the representations, warranties and covenants contained in this Agreement are true and correct as of the date of Closing and that neither party is in default in the performance of its obligations hereunder.

17. No Oral Representations, Warranties or Covenants.

This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Premises, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

18. Casualty/Condemnation Claims.

If prior to the Closing a "major" casualty or condemnation on the Premises occurs after the Effective Date, wherein the damage is caused by fire or where the damage is estimated by Purchaser to be equal to or greater than \$25,000, then either Purchaser or Seller may elect to terminate this Agreement by giving the other party written notice thereof within seven (7) days after Seller notifies Purchaser of the occurrence of such an event. If either Purchaser or Seller elects to terminate this Agreement under this Section, the Earnest Money shall be returned to Purchaser, and neither Purchaser nor Seller shall have any right, obligation or liability under this Agreement, except as otherwise expressly set forth in this Agreement. In the event of casualty or condemnation on the Premises, or any portion thereof, after the Effective Date, which is not "major", Seller may elect to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser, or Seller may elect to cause this Agreement to remain in full force and effect and Seller shall perform any necessary repairs caused by such casualty or condemnation prior to Closing. If Seller elects to perform repairs on the Premises, then Seller shall complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs as mutually agreed to by the parties, and to permit for Purchaser's inspection of Seller's repairs and satisfaction of same. On Closing, full risk of loss with respect to the Premises shall pass to Purchaser.

19. Successors and Assigns.

The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns; provided, however, Purchaser shall not be permitted to assign this Agreement to any party without the express written consent of Seller, which will not be unreasonably withheld; provided, however that Purchaser may assign this Agreement without Seller's consent to an entity that is owned, in whole or in part, by Purchaser, provided that Purchaser notifies Seller of that assignment at least ten (10) days prior to Closing.

20. Limitation of Seller's Liability. Except as otherwise set forth in this Agreement, Seller shall not be liable to Purchaser for any damages, whether actual, punitive,

speculative or consequential, or any other remedy at law or in equity. In addition, Purchaser shall look solely to Seller's estate and interest in the Premises (or the proceeds thereof) for the collection of any judgment or other judicial process requiring the payment of money by Seller in connection with any claim arising under this Agreement, and in no event whatsoever shall Purchaser look for recourse to any of Seller's other assets or the assets of any of Seller's constituent partners, agents or affiliates or any of their respective successors and assigns in connection with any breach or alleged breach of any representation, warranty or covenant under this Agreement or under any other document or certificate delivered in connection with this Agreement.

21. Miscellaneous.

a. This Agreement and the obligation of Purchaser hereunder are subject to the written approval of The Salvation Army Board of Trustees.

b. The provisions of this Agreement shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto.

c. In construing this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

d. All sections and descriptive headings of this Agreement are inserted for convenience only, and shall not effect the construction or interpretation hereof.

e. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. Execution by fax or e-mail transmittal shall for all purposes be deemed an original.

f. This Agreement (including the exhibits hereto) constitutes the entire understanding between the parties and supersedes all prior written and oral agreements, understandings, representations and statements; there being no oral representation, warrants, promises, inducement or statement of intention not contained in this Agreement.

g. The waiver of any party of any breach or default by any other party under any of the terms of this Agreement, shall not be deemed to be, nor shall the same constitute a waiver of any subsequent breach or default on the part of any other party.

h. This Agreement shall be construed and enforced pursuant to the laws of the State of Illinois.

[Signature page follows.]

IN WITNESS WHEREOF, Seller has executed, or if a corporation caused its duly authorized officers to execute this Agreement, and Purchaser has caused its duly authorized officers to execute this Agreement.

SELLER:

GFS Marketplace Realty Five LLC

By: Jeff Maddox
Jeff Maddox (Aug 20, 2021 09:37 EDT)
Title: _____

Date: August 20, 2021

PURCHASER:

The Salvation Army

By: [Signature]
Title: _____

Date: _____

The Salvation Army Board of Trustees

By: _____
Title: _____
Date: _____

Special Use Application for Evanston sale

Final Audit Report

2021-11-18

Created:	2021-11-17
By:	William Casey (bill.casey@pinnaclesvc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC1u0haJtd_kdzzR_Jz5kOCOHGc6ABor

"Special Use Application for Evanston sale" History

-  Document created by William Casey (bill.casey@pinnaclesvc.org)
2021-11-17 - 9:09:43 PM GMT- IP address: 208.240.15.14
-  Document emailed to Jeff Maddox (jeff.maddox@gfs.com) for signature
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-  Document e-signed by Jeff Maddox (jeff.maddox@gfs.com)
Signature Date: 2021-11-18 - 12:21:03 PM GMT - Time Source: server- IP address: 208.240.15.14
-  Agreement completed.
2021-11-18 - 12:21:03 PM GMT



CITY COUNCIL CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL, ROOM 300
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: 312-744-6124
FAX: 312-742-8489

COMMITTEE MEMBERSHIPS

PEDESTRAIN AND TRAFFIC SAFETY
(CHAIRMAN)

CHOOSE CHICAGO

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND GOVERNMENT PROTECTION

HOUSING AND REAL ESTATE

PUBLIC SAFETY

SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION

ZONING, LANDMARKS AND BUILDING STANDARD

WALTER BURNETT, JR.

ALDERMAN, 27TH WARD
4 N. WESTERN AVENUE, 1C
CHICAGO, ILLINOIS 60612
TELEPHONE: 312-432-1995
FAX: 312-432-1049
E-MAIL: wburnett@cityofchicago.org

Feb 4, 2022

Major K. Kendall Mathews
The Salvation Army ARC/Family Stores

Dear Major,

It is our pleasure to lend our support to your family stores through the community. We know that the your shoppers value your presents in the community and love to shop in your stores. It has been our observation that The Salvation Army has conducted themselves in a professional manner in running your local thrift stores. We know that you take pride in providing the best service as possible and many of our businesses and resident enjoy shopping that your stores.

I have noticed that down through the years you have gone the extra mile to ensure that the properties are maintained and kept up as much as possible. Our residents truly appreciate that because it sends a signal to all of us that they care.

I highly recommend to any community a Salvation Army run Family Store. Should you have any questions, please feel free to give me call.

Thanks so much.

Walter Burnett Jr
Alderman 27th Ward

Crème de la Crème®

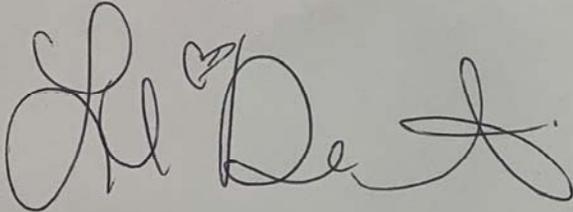
Early Learning Centers of Excellence®

February 4, 2022

To whom it may concern:

This letter is to confirm that the Salvation Army Thrift store has been an impeccable neighbor. Major Matthews along with his team are kind, courteous and extremely helpful. Their commitment to excellence, safety, and security is second to none. I am proud to have such an impactful organization as our neighbor. Please feel free to contact me with any additional questions or concerns at 773-598-5462.

Kind Regards,

A handwritten signature in black ink, appearing to read 'LèDe Allen'. The signature is fluid and cursive, with a small heart symbol integrated into the middle of the name.

LèDe Allen

Crème de la Crème Lincoln Park

Executive Director

Crème de la Crème (Lincoln Park), Inc.

2230 N. Dominick St. | Chicago, IL 60614
(773) 598-5462 Phone | (773) 598-5463 Fax | www.cremedelacreme.com

**DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
February 22, 2022**

Voting Members

Present: M. Griffith, K. Ashbaugh (staff liaison), M. Jones, A. Schnur, L. Biggs, M. Callahan, M. Tristan, R. Papa, I. Eckersberg, C. Pratt

Staff Present: Brian Zimmerman, Michael Rivera

Others Present:

Presiding Member: L. Biggs

A quorum being present, L. Biggs called the meeting to order at 2:06 p.m.

I. Suspension of the Rules: Members participate electronically or by telephone.

A. Schnur made a motion to suspend the rules to allow members to participate electronically or by telephone, seconded by M. Griffith.

The Committee voted by roll call vote, 9-0, to suspend the rules allowing members to participate electronically or by telephone.

Ayes: M. Griffith, M. Jones, A. Schnur, L. Biggs, M. Callahan, M. Tristan, R. Papa, I. Eckersberg, C. Pratt

Nays:

Abstain:

II. Minutes: February 15, 2022, meeting minutes.

M. Griffith made a motion to approve the February 15, 2022, meeting minutes, seconded by M. Tristan.

The Committee voted by roll call vote of 9-0 to approve the February 15, 2022, meeting minutes.

Ayes: M. Griffith, M. Jones, A. Schnur, L. Biggs, M. Callahan, M. Tristan, R. Papa, I. Eckersberg, C. Pratt

Nays:

Abstained:

III. OLD BUSINESS:

A. 2424 Oakton Street

21ZMJV-0087

Mitch J. Melamed, Aronberg Goldgehn, applicant on behalf of The Salvation Army, requests a Special Use Permit for a Resale Establishment in the C1 Commercial District (Zoning Code Section 6-10-2-3) and the oRD Redevelopment Overlay District (Zoning Code Section 6-15-13-7.5). The Land Use Commission makes a recommendation to the City Council, the determining body for this case in accordance with Section 6-3-5-8 of the Evanston Zoning Code and Ordinance 92-O-21. *Previously considered on January 25, 2022; item was held.*

APPLICATION PRESENTED BY: Mitch J. Melamed, Aronberg Goldgehn, applicant

DISCUSSION:

- Mitch J. Melamed, applicant, cited a letter of support from Alderman Burnett (Chicago) and also a letter of support from Creme de La Creme, a children's daycare that is a neighbor of the Clybourn (Chicago) location of The Salvation Army, which were included in the meeting packet. He said the latter letter specifically states The Salvation Army is a good neighbor, whereas the daycare previously had been against The Salvation Army located next to them.
- Mr. Melamed described the proposed maintenance plan provided by The Salvation Army to address the concerns raised at the January 26, 2022 DAPR meeting. He cited the following:
 - The donation center will be staffed 7 days a week, one hour before and one hour after opening.
 - Motion sensing lights will be installed to turn on if someone attempts to drop off items at the donation bin after hours/at night
 - Cameras will record activity in the area and they will provide recordings to the City Police Department as needed
 - They may add gates if needed to close off access to the area after hour
 - Daily patrol/pick up of the property will occur
 - Signage directing people to please donate during business hours and "keep Evanston clean", or something to that effect, will be installed.
- Mr. Melamed also noted that upper management informed him that bed bugs in Salvation Army stores is "a non-existent issue". He said that there has been one instance of a chair having them and it was disposed of.
- A. Schnur thanked Mr. Melamed for the thoroughness of the responses. She said that she did not think they need to install gates right away as it may deter people from donating at all. She said she would like to wait and see if it becomes necessary.

- A. Schnur said that if they put up a camera and catch someone fly dumping, that The Salvation Army would have to actually call the Police Department as the complainant for the City to actually prosecute the issue.
- Mr. Melamed acknowledged this and said that they likely will not do this unless it becomes necessary with a repeat offender.
- B. Zimmerman asked for clarification about what they meant regarding “patrolling the area daily”. He asked if that meant once a day or more frequently.
- Mr. Melamed said the frequency would be determined as needed. He said that they also plan to increase residential pick up also to mitigate people just dumping.
- B. Zimmerman asked for details about residential pick up and if they plan to go to individual residences.
- Mr. Melamed said they have a call in system to go pick up items from residences.
- B. Zimmerman said the residential pick up might conflict with some of the City policies so they will need to discuss that further.
- Mr. Melamed said they would work with the City.
- K. Ashbaugh said that a condition of approval should be an annual or biennial review of the operations of the facility. She also asked to determine if gates are in fact necessary.
- L. Biggs said she did not want the gates to become an actual source of needed maintenance and agreed with A. Schnur to not require the gates right now. She agreed that a meeting annually to talk through any issues would also be a good idea.

A. Schnur made a motion to recommend approval to the Land Use Commission, with the conditions below, seconded by M. Jones:

- 1. That The Salvation Army staff the drop off area as stated in the Proposed Maintenance Plan included in the 2/22/2022 DAPR Committee meeting materials;**
- 2. That a security camera be installed to monitor the drop off area during off-hours and The Salvation Army work with the City Police Department to manage any fly dumping;**
- 3. That The Salvation Army be responsible for the pickup of litter, debris and other materials within 250 feet of the property; and**
- 4. That the use be reviewed 12 months following approval and every 24 months thereafter.**

The Committee voted 9-0 by roll call vote to recommend approval to the Land Use Commission, with the aforementioned conditions.

Ayes: M. Griffith, M. Jones, A. Schnur, L. Biggs, M. Callahan, M. Tristan, R. Papa, I. Eckersberg, C. Pratt

Nays:

Abstained:

- L. Biggs asked when the Land Use Commission would consider this item.
 - K. Ashbaugh said that the Land Use Commission would consider this on March 9th at 7:00 pm via Zoom.
-

Adjournment

A. Schnur made a motion to adjourn, seconded by M. Griffith. The Committee voted by voice vote, 9-0, to adjourn. The Committee adjourned at 2:31 p.m.

Ayes: M. Griffith, M. Jones, A. Schnur, L. Biggs, M. Callahan, M. Tristan, R. Papa, I. Eckersberg, C. Pratt

Nays:

Abstained:

Respectfully submitted,
Katie Ashbaugh, AICP, Planner

Land Use Commission

For Discussion:
Sign & Billboard Regulations
Text Amendment



Memorandum

To: Chair and Members of the Land Use Commission

From: Johanna Nyden, Community Development Director
Melissa Klotz, Zoning Administrator

Subject: Zoning Ordinance Text Amendment
Sign & Billboard Regulations
For Discussion

Date: March 4, 2022

Request

City initiated Text Amendment to the Zoning Ordinance, Title 6 of the City Code, to discuss the regulation of signage and billboards throughout the city. This item is for discussion only; no action will be taken, per Section 6-3-4-6 of the Evanston Zoning Ordinance and Ordinance 92-O-21.

Notice

The Application has been filed in conformance with applicable procedural and public notice requirements including publication in the Evanston Review on February 17, 2022.

Referral

On January 6, 2022, a referral was made by Councilmember Suffredin to request clarification in the code regarding billboards and whether or not they should be prohibited on private property. The request was unanimously referred to the Land Use Commission.

Discussion

The Sign Ordinance is currently in Chapter 10 of Title 4, Building Regulations, within the City Code. Since these sign regulations are not within the Zoning Ordinance, the Land Use Commission does not currently have purview over signage. However, the Zoning Ordinance does include specific regulations for Scoreboards (Special Use required in certain university/transitional districts).

Additionally, signs and billboards are briefly mentioned in Chapter 3 of Title 3, Business Regulations, which states:

It shall be unlawful for any person to place or cause to be placed any sign, billboard, or advertising of any kind or description about or upon any public street or alley other than overhanging signs which are located on public property or rights-of-way, and which are erected and maintained in accordance with the Building Code of the City.

Sign permits are now reviewed by Planning & Zoning staff, and sign variations are determined by the Design & Project Review Committee (DAPR). Many communities regulate signage from within

the Zoning Ordinance and regulates sign variations by public hearing with a Zoning Board of Appeals/Land Use Commission public body.

Staff seeks direction on a text amendment to relocate the Sign Ordinance into the Zoning Ordinance and establish a variation process that may include Major Variations, Minor Variations, and could include City Council as the determining body. In addition, staff seeks direction to establish full regulations for billboards and whether or not they should be prohibited on private property as they currently are. Staff is aware of at least one property owner who hopes to pursue locating a billboard on top of an existing building that faces a train embankment. Billboards could be regulated from within signage regulations, or as a Permitted/Administrative Review Use/Special Use in certain zoning districts.

Attachments

Referrals Committee Meeting Minutes – January 6, 2022
Chapter 10 of Title 4, Sign Regulations

Referrals Committee Minutes 1/6/22

Present: Mayor Daniel Biss
Councilmember Eleanor Revelle
Councilmember Cicely Fleming
Interim City Manager Kelley Gandurski
Absent: Policy Coordinator Alison Leipsiger (in part)

Public Speakers: Councilmember Thomas Suffredin

Called to order at around 9:37am.

ITEMS FOR CONSIDERATION:

Referral Tracker:

Line #63 - Air Quality Recommendations from Councilmember Burns. Referral calls for an environmental burden fee for facilities operating with an IEPA permit. A motion was made by Councilmember Revelle to place on the Environment Board agenda sometime in the first quarter of 2022. Councilmember Fleming seconded the motion. The motion passed 3-0.

Line #64 - Referral by Councilmember Suffredin to request clarification in the code regarding billboards and whether or not they should be prohibited on private property. A motion was made by Councilmember Revelle to place this matter on the Land Use Commission sometime in the second quarter of 2022. Councilmember Fleming seconded the motion. The motion passed 3-0.

Line #66 - Referral by Councilmember Suffredin for a policy on snow removal for qualified residents. Councilmember Suffredin explained that there is a lack of volunteers to assist the elderly and those in need of shoveling snow in the winter. A motion was made by Councilmember Revelle to place on the APW agenda within the next two meetings. The motion was seconded by Councilmember Fleming. The motion passed 3-0.

Line #65 - Referral by Interim City Manager Gandurski to have the City's Mandatory COVID-19 Vaccination Policy apply to all elected officials. Discussion by members of the Referrals Committee ensued and Mayor Biss agreed to place this item on the City Council agenda as a Special Order of Business at the January 24, 2022 meeting.

Line #67 - Referral by Councilmember Revelle to add members to Lighthouse Landing Complex Committee. A motion was made by Councilmember Revelle to place on the first Rules Committee agenda beginning with the new Rules Committee Chair in February. The motion was seconded by Councilmember Fleming. The motion passed 3-0

The Referrals Committee meeting was adjourned at 10:05am.

CHAPTER 10 - SIGN REGULATIONS

4-10-1. - TITLE.

This Chapter shall hereafter be known and cited as the *SIGN REGULATIONS* of the City.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-1)), 1-23-2012)

4-10-2. - PURPOSE.

It is hereby determined that the primary purpose of signage is to help people find what they need without difficulty or confusion. Thus, while not restricting the freedom of expression, regulations must be established for preventing an overload of graphic messages in the environment. The purpose of signs is subordinate to the structures and land use functions they reference. Signs are to be considered accessory components of an overall composition of architectural elements, not as freestanding or dominant architectural elements by themselves.

This Chapter establishes standards for the erection, display, safety and maintenance of signs which are intended to allow a person to observe or ignore graphic messages, according to that person's own purpose, as well as to encourage the general attractiveness of the community and to protect property values therein. These standards are intended to meet the following objectives:

- (A) *Healthy Economy*. It is recognized that signs are an economical and effective means of communicating information and are thus an important asset to most businesses. The continued health of business and economic activities shall be encouraged by the use of signs which:
1. Clearly and efficiently identify the goods, services, facilities and locations available to the community; and
 2. Express the identity of businesses or the proprietors associated with those activities.
- (B) *Effective Communication*. A reasonable, orderly and effective display of signs is to be promoted by authorizing the use of signs which are:
1. Legible in the circumstances in which they are viewed;
 2. Harmonious with their surroundings and consistent with the character of their community context;
 3. Protective of the value of architectural resources, ensuring the integrity of the architectural elements and character of the buildings and sites to which signs principally relate;
 4. Respectful of the rights of nearby property owners; and
 5. Appropriate to the function to which they pertain.
- (C) *Public Welfare*. The public health, safety and welfare is to be preserved, protected and promoted through sign regulations which:
1. Recognize that signs are a necessary means of visual communication for the convenience of the general public taken as a whole, as opposed to the convenience of any individual person;
 2. Minimize the blighting influences posed by visual clutter, decay, and neglect;
 3. Eliminate confusion and distractions which jeopardize vehicular and pedestrian safety;
 4. Prohibit the placement of signs which obstruct vision or access in a manner which creates dangerous conditions;

5. Protect the physical and mental well-being of the general public by encouraging a sense of aesthetic appreciation of the City's visual environment; and
6. Preserve the value of private property by assuring the compatibility of signs with surrounding land uses.

(Ord. No. 10-O-87; Ord. No. 51-O-93; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-2)), 1-23-2012)

4-10-3. - RULES AND DEFINITIONS.

The definitions noted below apply only to this Chapter and supersede any conflicting definitions found elsewhere in other chapters of the City Code.

(A) *Rules of Interpretation.* The language set forth in the text of this Chapter shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural and the plural the singular.
2. The present tense includes the past and future tenses, and the future the present.
3. The word "shall" is mandatory, while the word "may" is permissive.

(B) *Regulations.* To the extent that any definition below includes regulatory standards, such as height or area limitations, for example, such regulations shall apply in addition to all others contained in this Chapter.

(C) *Definitions.* The following words and terms, wherever they occur in this Chapter, shall be defined as follows:

<i>ABANDONED SIGN.</i>	Any sign advertising a business, commodity, service, entertainment or activity which has been discontinued.
<i>ADVERTISING STRUCTURE.</i>	A structure, as defined by the Building Code, erected or used for the purpose of supporting or displaying a message or sign.
<i>ARCHITECTURAL ELEMENT.</i>	A prominent or significant part or feature of a building, structure, or site.
<i>ARCHITECTURAL INTEGRITY.</i>	The composite or aggregate of the characteristics of structure, form, materials, and function of a building, group of buildings, or other architectural composition.
<i>ATTENTION GATHERING DEVICE.</i>	A display that utilizes motion or flashing lights to attract attention of passers-by. Examples include strings of pennants, banners or streamers, advertising flags, clusters of flags, strings of twirlers or propellers, flares, balloons, strobe lights, and sequential flashing "runner" lights.
<i>AUXILIARY SIGN.</i>	A sign which provides secondary information such as accepted charge cards, hours of operation, or warnings, and which is not intended to identify the basic nature of a use, specific product or service information, or the identity of the proprietor.
(Ord. No. 10-O-87)	

<i>AWNING.</i>	Any structure entirely supported by the wall to which it is attached, which may project over public property, and which has a frame, being either retractable or in a fixed position, covered by nonrigid material, such as fabric or vinyl.
(Ord. No. 51-O-93)	
<i>AWNING SIGN.</i>	A sign that is mounted or painted on, or attached to an awning.
<i>BOARD.</i>	The Sign Review and Appeals Board.
<i>BULLETIN BOARD.</i>	A sign that identifies an institution or organization on whose premises it is located and which contains the name of the institution or organization and/or message in movable letters of two inches (2") or less in height.
<i>CANOPY.</i>	Any permanent exterior roof structure which extends over, or is suspended above, any public thoroughfare, and which is attached to a building at the inner end and supported on the outer end in conformance with the Building Code of the City of Evanston.
<i>CANOPY SIGN.</i>	A sign that is mounted or painted on, or attached to a canopy.
<i>CITY.</i>	The City of Evanston, Illinois.
<i>CITY COUNCIL.</i>	The City Council of the City of Evanston, Illinois.
<i>COMMERCIAL MESSAGE.</i>	A message placed or caused to be placed before the public by a person directly involved in the manufacture or sale of the products, property, accommodations, services, attractions, or activities which are the subject of the message that:
	1. Refers to the offer for sale or existence for sale of products, property, accommodations, services, attractions, or activities; or
	2. Attracts attention to a business or to products, property, accommodations, services, attractions, or activities that are offered or exist for sale or for hire.
<i>COMMERCIAL VARIABLE MESSAGE (CVMS).</i>	A sign which may be manual, electronic or sign electrically controlled, capable of showing a series of different messages in a predetermined sequence.

<i>COMPATIBLE.</i>	The characteristic of appearance of two (2) or more buildings, structures, or architectural elements in the same vicinity which produces an aesthetically pleasing whole.
<i>COMPREHENSIVE SIGN PLAN.</i>	A set of criteria and a format approved by the Sign Review and Appeals Board for all signs to be located on the premises of a Unified Business Center.
(Ord. No. 90-O-11, § 6, 11-14-2011)	
<i>CONSTRUCTION SIGN.</i>	A sign identifying persons involved in design, planning, construction, wrecking, financing, or development taking place on the premises where the sign is posted.
<i>DIRECTORY SIGN.</i>	A sign which indicates the name and/or address of the occupants of a premises accommodating multiple occupants.
<i>ELIGIBLE FACADE AREA.</i>	That portion of a facade which is below the maximum sign height.
<i>ERECT.</i>	To build, construct, attach, hand, re-hang, suspend, place, affix, enlarge, substantially alter, post, display, or relocate and includes the painting of lettering or graphics for signs. Normal maintenance is not included within this definition.
<i>EXTERIOR.</i>	The outer part or surface of a building; such as a wall or window, which is exposed to outside environmental elements.
<i>EXTERNAL ILLUMINATION.</i>	Illumination of a sign which is produced by an artificial source of light which is not contained within the sign itself.
<i>FACADE.</i>	Any side, surface or wall below the roof of a building which is parallel or within forty five degrees (45°) of parallel with a parcel's frontage on a public thoroughfare, and which faces toward and relates to that public thoroughfare. If a building has a complex shape, then all walls or surfaces facing in the same direction, or nearly the same direction, are part of a single facade.
<i>FESTOON LIGHTING.</i>	A string of two (2) or more unshielded incandescent light bulbs suspended over a premises, (as opposed to being located on a building or structure). Holiday and ornamental lighting strung temporarily through trees shall not be construed to be festoon lighting.

<i>FLASHING SIGN.</i>	A directly or indirectly illuminated sign where the source of illumination is not maintained constant or stationary in intensity or color at all times when such sign is in use.
<i>FREESTANDING SIGN.</i>	Any sign which is erected such that it is detached from a building or structure.
<i>FRONTAGE.</i>	A lot line which is coterminous with the right of way of a single public thoroughfare.
<i>IDENTIFICATION SIGN.</i>	A sign which presents the name and/or address of a building, business, development or establishment, and may incorporate a logo, graphic, or image.
<i>INFORMATION CYCLE.</i>	The length of time used to display one continuous message from start to finish on a commercial variable message sign.
INSTITUTION:	An established organization or corporation of a public or eleemosynary character.
<i>INTERCHANGE-ABLE COPY BOARD.</i>	A sign whereon provision is made for letters or characters to be placed in or upon the surface area manually to provide a message or picture.
<i>INTERNAL ILLUMINATION.</i>	Illumination of a sign which is produced by an artificial source of light concealed or contained within the sign itself, and which becomes visible in darkness through the translucent portion of the sign face.
<i>ITEM OF INFORMATION.</i>	Any of the following: a word, an abbreviation, a number, a symbol, or a geometric shape contained in a sign. In addition, a sign which combines several different geometric shapes, or shapes of unusual configuration are to be assessed one additional item of information for each noncontinuous plane or surface.
<i>LOT AREA.</i>	The gross surface area of land contained within or below a premises. It may be a single parcel or it may include parts of or a combination of such parcels when adjacent to one another and used as one.
<i>MAINTENANCE.</i>	Provision of a safe, presentable, and good structural condition at all times, including replacement of defective parts, painting, cleaning and other acts required to preserve the sign, advertising structure, marquee, canopy or awning in its originally permitted and installed condition.

<i>MARQUEE.</i>	Any hood or canopy of permanent construction supported entirely by the building, and projecting from the building's wall over a sidewalk or pedestrian thoroughfare, constructed for the purpose of permanently supporting an interchangeable copy board.
MARQUEE SIGN:	A sign permanently attached to and supported by a marquee, having all or a portion of its sign surface area comprising an interchangeable copy board.
<i>NAMEPLATE.</i>	A plate or plaque bearing a name, applied directly to or incorporated into a facade.
(Ord. No. 10-O-87)	
<i>NEON SIGN.</i>	A permanent sign fabricated entirely from glass tubing, illuminated with electrically-charged neon gas.
(Ord. No. 51-O-93)	
<i>NONCOMMERCIAL MESSAGE.</i>	Any message that is not a commercial message.
<i>OCCUPANCY.</i>	That portion of a building or premises of which is leased, owned, or otherwise controlled solely by an occupant, and of which that occupant has a tangible presence in the form of business, institution, residence or similar inhabitance.
<i>OCCUPANT.</i>	Any one of the following:
	1. A household inhabiting a dwelling unit, or
	2. An institutional, business, commercial or industrial endeavor that inhabits a distinguishable portion of a building or premises such that:
	(a) The activity is a logical and separate entity from the other activities within the building and not a department of the whole; and
	(b) The activity has either a separate entrance from the exterior of the building, or a separate entrance from a common and clearly defined entryway that has direct access from the exterior of the building.

<i>OFFICIALLY REGISTERED NAME.</i>	That name registered on legal papers of incorporation, partnership, or similar definition of proprietorship.
<i>PERMANENT SIGN.</i>	A sign that is solidly mounted or permanently affixed in accordance with the mounting requirements of this Chapter, Chapter 4-2 of this Title, or other chapters of the City Code.
<i>PERMITTEE.</i>	That person designated on the application for a sign permit as being responsible for assuring sign maintenance and operation in conformance with the ordinance and the permit.
<i>PERSON.</i>	Any natural person, firm, partnership, association, corporation, company, institution, or organization of any kind.
<i>PLACES OF ENTERTAINMENT.</i>	A business establishment, club, or institution which maintains a regular schedule of performing arts events. Restaurants without such live entertainment schedules are not included within this definition.
<i>PORTABLE SIGN.</i>	Any sign not permanently affixed to the ground, a building, or other structure, which may be moved, or is intended to be moved, from place to place.
<i>PREMISES.</i>	A parcel, or contiguous parcels, of land including related building or buildings, distinguishable from surrounding parcels and buildings by use. A building and grounds that contains many separate occupancies is still classified as a single premises. Several buildings and associated parcels of land may in fact be a single premises if their use is unified.
<i>PROPRIETARY INTEREST.</i>	Having partial or exclusive title to, control over management authority over, present use, or legal right to, something.
<i>PROPRIETOR.</i>	An individual who owns or operates a business which is wholly separate and distinguishable from other business entities on the premises, and not merely a part of a larger business entity.
<i>READ.</i>	The capacity to perceive of the sign's message through visual observation by a normal-sighted person.

<i>REAL ESTATE SIGN.</i>	A sign pertaining to the sale or lease of the premises or portion of the premises on which the sign is located, or to the sale or lease of one or more structures or a portion thereof located thereon.
<i>SIGN.</i>	A name, identification, description, display, message or illustration which is affixed to, or represented directly or indirectly upon, a building, structure, or piece of land so as to be principally seen from out-of-doors and which directs attention to an object, product, place, activity, concept, thought, person, institution, organization, or business.
<i>SIGN FACE.</i>	The exterior sign surface area of a single sign which may be read from any one ground position.
<i>SIGN SURFACE AREA.</i>	The total exposed surface within a continuous perimeter composed of a single rectangle enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures, together with any material, or color used as an integral part of the display or to differentiate the sign from the background on which it is placed.
<i>TEMPORARY SIGN.</i>	Any sign intended for a limited or intermittent period of display.
<i>TIME AND TEMPERATURE DEVICE.</i>	Any mechanism that displays the time and/or temperature, but does not display any advertising or establishment identification.
<i>UNIFIED BUSINESS CENTER.</i>	A premises containing four (4) or more individual nonresidential occupancies sharing a common building.
<i>WALL SIGN.</i>	Any sign erected upon or incorporated in the facade of any building with the plane of the sign face parallel to the plane of the facade.
<i>WINDOW AREA.</i>	Any transparent area on a facade through which the interior of a premises may be viewed from outside.
<i>WINDOW SIGN.</i>	Any sign, either permanent or temporary, which is affixed or placed so that its message or image is read as part of the total composition of a window area.

4-10-4. - ANNUAL SIGN FEE.

All signs subject to this Chapter are not subject to an annual fee.

(Ord. No. 46-O-99; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-4)), 1-23-2012; Ord. No. 119-O-20, § 1, 1-11-2021)

4-10-5. - CONSTRUCTION/ALTERATION PERMIT REQUIRED.

No "sign," as defined herein, shall be constructed, erected, originally painted, converted, altered, rebuilt, enlarged, remodeled, relocated or expanded until a permit for such sign has been obtained in accordance with the standards and procedures set out in this Chapter.

(A) *No Permit For Maintenance.* No permit shall be required for maintenance of a "sign" as defined herein, nor for certain signs identified as exempt under Section 4-10-6 of this Chapter.

(B) *No Assignment Or Transfer.* No permit issued hereunder may be assigned or transferred to any other person.

(Ord. No. 51-O-93; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-5)), 1-23-2012)

4-10-6. - EXEMPT SIGNS.

The following signs shall be exempt from the requirement to obtain a permit and from the limitation on items of information, but shall be subject to the other provisions of this Chapter, and (with the exception of "addresses") shall be included for purposes of determining the allowable total number and size of signs on a premises:

(A) *Addresses.* Address numerals and other sign information required to identify a location by law or governmental order, rule, or regulation. Such address information cannot exceed two (2) square feet per officially assigned address, or the size required by the law, order, rule or regulation, whichever is greater.

(B) *Auxiliary Signs.* Auxiliary signs placed in store windows regarding hours of operation, accepted charge cards, warnings or similar information.

(C) *Bulletin Boards.* Bulletin boards, not exceeding twelve (12) square feet for public, eleemosynary or religious institutions where the bulletin board is located on the premises of said institutions.

(D) *Business Nameplates.* Nonilluminated nameplates denoting the business name of an occupation legally conducted on the premises, provided that only one nameplate per proprietor may be erected and that such nameplate not exceed one square foot.

(E) *Institutional Identify Signs.* For an institution such as a college or university campus, an identity sign designating only the name and address of the institution or campus, not exceeding thirty (30) square feet. Such signs shall be located not less than ten feet (10') from a street lot line.

(F) *Construction Signs.* One construction sign per frontage, identifying individuals or companies involved in the design, construction, demolition, financing or project development when placed on the premises where work is under construction. Such signs shall not be erected prior to the beginning of work for which a valid building or demolition permit has been issued, and shall be removed within ten (10) days of completion of work or the expiration of the permit. Construction signs for single-family residences shall not exceed sixteen (16) square feet. Construction signs for commercial, industrial, multi-family, or planned development uses on parcels of less than one hundred thousand (100,000) square feet shall not exceed forty eight (48) square feet; construction signs shall not exceed ninety six (96) square feet on parcels greater than one hundred thousand (100,000) square feet.

- (G) *Flags And Standards.* Flags, standards, emblems and insignia of governmental, political, civic, philanthropic, religious educational organizations, having a size less than fifty (50) square feet, and displayed for noncommercial purposes.
- (H) *Garage Sale Signs.* No more than two (2) temporary signs per sale which advertise garage sales, yard sales, or similar merchandise sales, provided that such signs do not exceed four (4) square feet, are located with no more than one sign per street frontage either on the premises containing the sale or on other private property with permission of that property owner, and are only in place when the sale is actually taking place.
- (I) *Government signs.* Signs of a duly constituted governmental body, including traffic signs or other similar regulatory devices, directional signs, Evanston Historic District signs, legal notices, warnings at railroad crossings, and other instructional or regulatory signs pertaining to health, hazards, parking, swimming, dumping, and such emergency or nonadvertising signs as may be approved by the traffic engineer for safety purposes or by the City Council.
- (J) *Historic markers.* Commemorative plaques, memorial tablets, or emblems of official historical bodies, provided that no such marker shall exceed four (4) square feet and provided further that all such markers shall be placed flat against a building, monument stone, or other permanent surface.
- (K) *Holiday decorations.* Temporary displays of a primarily decorative nature, clearly incidental and customary with traditionally accepted civic, patriotic or religious holidays.

(Ord. No. 10-O-87)

- (L) *Interior signs.* Signs which are located on the interior of a premises and which are exclusively oriented to persons within that premises.

(Ord. No. 51-O-93)

- (M) *Management signs.* Signs not exceeding two feet (2') wide by three feet (3') high that indicate the real estate management agent for a premises and the agent's contact information. Management signs may display the words "For Rent" in letters no more than three inches (3") in height.

(Ord. No. 10-O-87; Ord. No. 90-O-11, § 1, 11-14-2011)

- (N) *Menu board signs.* One (1) menu board sign for a drive-in or drive-through facility, provided that the sign does not exceed twenty-five (25) square feet or eight (8) feet in height.

(Ord. No. 51-O-93)

- (O) *Model home signs.* Signs not exceeding four (4) square feet identifying a nonoccupied dwelling unit used as a demonstrator for selling or renting other dwelling units in the same complex. Such signs shall be permitted only when more than one (1) dwelling unit is available on the premises.
- (P) *Monument signs.* Plaques, tablets, cornerstones, or lettering inlaid into the architectural materials of a building or structure denoting the name of that structure and its date of erection.
- (Q) *Noncommercial signs.* Noncommercial signs, not exceeding six (6) square feet per occupancy.
- (R) *"Open" signs.* Signs, not exceeding four (4) square feet, which advertise a premises open for inspection, with no more than one (1) sign per street frontage on the subject property, and an overall maximum of two (2) signs per property. Such signs may not be located in the public right-of-way, nor be directly illuminated. They may only be in place when the related premises is actually open for inspection.
- (S) *Political or campaign signs.* Signs promoting candidates for public office or issues on election ballots, not exceeding six (6) square feet per occupancy, posted on private property.

(Ord. No. 10-O-87; Ord. No. 88-0-10, § 1, 12-13-2010)

(T) *Real estate sign.* One (1) real estate sign per street frontage of a premises, advertising the availability of a sale or lease of that premises. Such signs may not be located in the public right-of-way, nor be directly illuminated. They shall not exceed six (6) square feet for residential districts, twenty-four (24) square feet for commercial districts, or forty-eight (48) square feet for industrial districts. Display of real estate signs shall be limited to one hundred eighty (180) days. For nonexempt real estate signs see Subsection 4-10-10(L), "Temporary Real Estate Signs," of this chapter.

(Ord. No. 47-0-03)

- (U) *Residential and institutional nameplates.* One (1) nonilluminated name-plate, not exceeding twelve (12) square feet, for a multiple-family dwelling, college, university or theological school building, fraternity or sorority. Such signs shall include only the name and/or address of the building and be located not less than ten (10) feet from a street lot line.
- (V) *Service station price signs.* Price signs not exceeding the minimum requirements established by state statute for service stations.
- (W) *Site information signs.* Signs of no more than four (4) square feet which, without including an advertising reference of any kind, provide direction or instruction to guide persons to facilities intended to serve the public, including, but not specifically limited to, those signs identifying restrooms, public telephones, walkways, traffic flow, parking restrictions, and features of a similar nature.
- (X) *Special displays.* Special displays used for public demonstrations, the promotion of civic welfare, or charitable purposes, provided they are approved by the City Council after submission of a written application, they contain no noncharitable advertising, and they are removed by the deadline established by the Council in its approval.
- (Y) *Temporary window signs.* Signs temporarily affixed to the inside of a window, advertising commercial situations relating to goods or services sold on premises, provided that the total of all signs in the window area, including temporary and permanently mounted signs does not exceed twenty five percent (25%) of the window area; and further provided that each temporary window sign has the initial date of display permanently and visibly affixed on its face, and that no temporary window sign is displayed for longer than thirty (30) days. For any occupancy using no other signs than a permanent window sign the amount of permanent and temporary window sign area may be increased to thirty five percent (35%) of the window area.
- (Z) *Vending machine signs.* Permanent, nonflashing signs on vending machines, gasoline pumps, ice or milk containers, or other similar machines, not exceeding four (4) square feet for each exposed face, nor exceeding an aggregate sign surface area of eight (8) square feet.

(Ord. No. 10-O-87)

(Ord. No. 10-O-87; Ord. No. 51-O-93; Ord. No. 47-0-03; Ord. No. 88-0-10, § 1, 12-13-2010; Ord. No. 90-O-11, § 1, 11-14-2011; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-6)), 1-23-2012)

4-10-7. - PROHIBITED SIGNS.

All signs not specifically permitted in this Chapter are prohibited in any location in the City.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-7)), 1-23-2012)

4-10-8. - GENERAL STANDARDS.

- (A) *Applicable Regulations.* In addition to the provisions of this Chapter, all signs must conform to the regulations and design standards of all other applicable chapters of the City Code.
- (B) *Obscene Messages.* No sign shall be permitted to contain statements, words or pictures of an obscene and/or pornographic character.
- (C) *Wind Pressure and Dead Load Requirements.* Every sign or advertising structure shall be designed and constructed to withstand a wind pressure of not less than thirty (30) pounds per square foot of net surface area and shall be constructed to receive dead loads as required by Chapter 2 of this Title and other applicable chapters of the City Code.
- (D) *Obstruction to Doors, Windows, or Fire Escapes.* No sign or advertising structure shall be erected, relocated or maintained so as to prevent free ingress to, or egress from any door, window or fire escape. No sign or advertising structure shall be attached to a standpipe or fire escape. No sign shall interfere with any opening required for ventilation.
- (E) *Signs Not to Constitute Traffic Hazards.* In order to ensure reasonable traffic safety, it shall be unlawful to erect or maintain any fluttering, undulating, swinging, rotating, blinking, or flashing sign or attention gathering device. No sign or advertising structure nor its associated landscaping shall be erected, installed or maintained in such a manner as to obstruct free and clear vision, or as to distract the attention of the driver of any vehicle by reason of position, shape, color or lighting thereof.
- Pursuant to the foregoing, no sign or advertising structure shall be erected or maintained in such a manner as to be likely to interfere with, obstruct the view of, or imitate, resemble, or be confused with any authorized traffic sign, signal or device. Accordingly, no sign or advertising structure shall make use of the words "stop," "go," "slow," "look," "caution," "warning," "danger," or any similar word, phrase, symbol, or character, or employ any red, yellow, orange, green or other colored lamp or light, in such a manner as to interfere with, mislead or confuse traffic.
- (F) *Advertising Vehicles.* No person shall for the flagrant purpose of providing advertisement of products or directing people to a business or activity, park on the public right of way, public property, or private property so as to be prominently visible from a public right of way any vehicle or trailer which has attached thereto or located thereon any sign or advertising device. The foregoing shall not apply to mobile food vehicle vendors licensed pursuant to title 8 of this Code.
- (G) *Electrical Clearance.* Signs shall be located in such a way that they maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the Evanston Electrical Code, depending on the voltages concerned. However, in no case shall a sign be installed closer than twenty four inches (24") horizontally or vertically from any conductor or public utility guy wire.
- (H) *Face of Sign to be Smooth.* No signs or advertising structures which are constructed on public thoroughfares, or within five feet (5') thereof, shall have nails, tacks or wires or other hazardous projections protruding therefrom, except electrical reflectors and devices which may extend over the top and in front of such advertising structures.
- (I) *Glass; Limitation.* Any glass forming a part of any sign shall be safety glass. In case any single piece or pane of glass has an area exceeding three (3) square feet, it shall be wired glass.
- (J) *Reflectors, Spotlights and Floodlights; Limitations and Prohibition.* Gooseneck and similar reflectors and lights shall be permitted on free-standing and wall signs; provided, however, the reflectors and lights shall concentrate

the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. It shall be unlawful to maintain any sign which extends over public property, and which is wholly or partially illuminated by floodlights or spotlights, unless such lights are completely concealed from view from the public thoroughfare.

- (K) *No Tree Mounting.* No signs shall be nailed, tacked or otherwise affixed to trees or other vegetation in such a way as to puncture bark.
- (L) *No Handbills.* No handbills, posters, notices, or similar attention gathering devices shall be posted or affixed on traffic control boxes, signs, lamp poles, utility poles, traffic control supports, viaducts, or other locations as further regulated under Title 3 of this Municipal Code.
- (M) *Illuminated Signs.* All illuminated signs shall be subject to the following requirements:
1. *Electrical Permit.* In addition to complying with the provisions of this Chapter, all signs in which electrical wiring and connections are to be used shall be subject to the applicable provisions of the City Electrical Code, Title 4, Chapter 6 of the City Code. No permit for the erection of a sign shall be granted prior to approval and issuance of a valid electrical permit for that sign.
 2. *Voltage Displayed.* The voltage of any electrical apparatus used in connection with a sign shall be conspicuously noted on that apparatus.
 3. *External Illumination.* A building or structure, along with signs, awnings, and canopies attached to the building or structure, may be illuminated externally, but all lighting used for this purpose must be designated, located, shielded, and maintained in such a manner that the light source is fixed and not directly visible from any adjacent public rights of way or surrounding premises.

(Ord. No. 10-O-87)

4. *Internal Illumination.* Internal illuminated signs shall permit light to shine fully through only the lettering and graphic elements of the sign. The background for such lettering and graphics shall be opaque or translucent. If translucent, it shall transmit light at a level substantially less than that transmitted through the lettering and graphics. If the contrast between the lettering or graphic elements and background does not permit adequate legibility (according to the judgment of the sign owner) a translucent white border of up to one inch (1") in width may be placed around said lettering or graphic elements.

(Ord. No. 51-O-93)

5. *Brightness Limitation.* In no instance shall the lighting intensity of any sign, whether resulting from internal illumination or external illumination, exceed:
 - a. Seventy five (75) foot-candles measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
 - b. When the sign is located in a residential zoning district, fifty (50) foot-candles measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
 - c. One foot-candle on adjoining residential property, measured three feet (3') above the surface of the ground.
6. *Glare.* All artificial illumination shall be so designed, located, shielded, and directed so as to prevent the casting of glare or direct light upon adjacent public rights of way or surrounding property.
7. *Flashing Signs.* Except for commercial variable message signs (CVMS), illuminated signs shall not have any flashing, scintillating, traveling, or blinking lights or rotating beacons, nor shall any beam of light be projected through a mechanism which periodically changes the color of the light reaching the sign.

- (N) *Movable Sign Parts.* No sign or its parts shall be permitted to be movable or rotating, nor shall any sign have illuminated effects which convey the illusion of movement.
1. *No Changeable Copy.* With the exception of marquee signs, gasoline price signs, CVMS signs, and exempt signs, no sign may contain movable letters or other changeable copy.
 2. *Items Secured.* All manually movable items on a sign, such as covers to service openings, shall be secured by chains or hinges.

(Ord. No. 10-O-87)

(Ord. No. 10-O-87; Ord. No. 51-O-93; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-8)), 1-23-2012)

4-10-9. - AREA AND MEASUREMENT STANDARDS.

- (A) *Signs in Residential Districts.* Except in conjunction with legal nonconforming commercial and industrial uses, no signs other than those exempted under Section 4-10-6 of this Chapter shall be permitted on property in a residential zoning district.
- (B) *Commercial Message Location.* A sign which displays a commercial message is permitted only on the premises where the business, profession, accommodation, commodity, service, entertainment, or other commercial activity represented on the sign is located.

Any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with the other requirements of this chapter.

- (C) *Interchangeable Noncommercial Messages.* Any sign that may display one type of noncommercial message may also display any other type of noncommercial message, so long as the sign complies with the other requirements of this chapter.
- (D) *Sign Area Limitation.* The combined total sign surface area of signs on a premises shall not exceed the greater of:
1. *Area Of Facade.* An area equivalent to fifteen percent (15%) of the total eligible facade area of buildings which constitute the premises; or
 2. *Area Of Premises.* An area equivalent to one-half of one percent (0.5%) of the lot area of the premises.

At no time shall the combined total sign surface area of all signs pertaining to any occupant, other than exempt signs or temporary window signs, exceed five hundred (500) square feet.

The maximum aggregate sign surface area may be divided between as many sign types as desired by an occupant, subject to number, location and area restrictions for each sign type delineated herein.

On a premises with multiple occupants, the maximum permitted sign surface area for each occupant shall be a proportional share of the total permitted sign surface area for the premises. Each occupant's total permitted sign area shall be calculated as the ratio of floor area (or lot area where no principal buildings are present) occupied by that occupant to the total floor area (or lot area where no principal building is present) of the premises.

- (E) *Sign Face Calculation.* The sign surface area of a sign shall be calculated only on the basis of the sign face(s) that can be seen at one time. On a multiple sided sign with opposite faces that cannot be read simultaneously, only one of the faces shall be calculated for purposes of determining sign surface area.
- (F) *Structure and Base Excluded.* Structural supports and bases, bearing no message, copy or graphics, and of a

neutral or subdued color(s), shall not be included in calculating the sign surface area.

- (G) *Items of Information.* Subject to the requirements of all other provisions of this chapter, each sign face shall contain no more than seven (7) items of information. However, if the officially registered name of the occupant of the premises to which the sign refers contains more than seven (7) items of information, the name may be displayed on each sign face, provided no other information is displayed on such sign.

In calculating items of information, characters two inches (2") or less in height shall be excluded. They are considered to be principally directed toward pedestrian observation.

- (H) *Maximum Sign Height.* With the exception of tall building identification signs, all signs shall be subject to the maximum height limitation of fifteen and one-half (15.5) feet. The height of a sign shall be measured from the adjoining ground level or the elevation of the street upon which the sign faces, whichever is lower, to the tallest portion of the sign.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-9)), 1-23-2012; Ord. No. 104-O-15, § 1, 8-17-2015)

4-10-10. - PERMITTED SIGN TYPES.

(A) *Wall Signs.*

1. *Number.* If an occupant displays more than one wall sign on a facade, that occupant's total permitted sign surface area for wall signs on that facade is reduced by an increment of twenty percent (20%) for each additional wall sign.
2. *Area.* The total permitted sign surface area of all wall signs on a facade shall not exceed ten percent (10%) of the eligible facade area. No individual wall sign shall exceed one hundred twenty five (125) square feet in area.
3. *Area Bonus.* An occupant's permitted sign surface area for wall signs on a facade may be increased by twenty percent (20%), though not exceeding the two hundred (200) square foot individual sign area maximum, when the following standards are met:
 - a. The occupant is displaying no more than one wall sign on the facade; and
 - b. The sign consists only of individual alphabetic, numeric, and/or symbolic characters without background except that provided by the building surface to which the signs are to be affixed; and
 - c. If illuminated, such illumination is achieved through internal illumination, shielded silhouette lighting, or shielded spot lighting.

This does not include any lighting where the light source is visible or exposed.

4. *Location.* Wall signs may only be located on a portion of an exterior wall that is coterminous with the occupancy to which the signs refer.

No wall sign shall extend above or beyond the wall to which it is attached.

Except as permitted below, no wall sign shall extend above the maximum sign height of fifteen and one-half (15.5) feet.

5. *Projection From Wall.* No wall sign, including any illuminating device or other structural part, shall project more than twelve (12) inches beyond the plane of the wall to which it is attached.
6. *Tall-Building Identification Sign.* On buildings of six (6) stories or greater, where the occupant between the

second story and the top story is the same, one tall-building identification sign per facade may be placed between the floor of the top story and the top of the wall of the building. This identification wall sign shall not exceed one hundred (100) square feet in sign surface area.

7. *Installation Considerations.* To preserve the architectural integrity of any building, no wall sign shall cover or interrupt significant architectural elements such as columns, column caps, friezes, door or window heads, embellishments, adornments, fenestrations, or ornamental detailing.

All mounting brackets and other hardware used to affix a sign to a wall, and all electrical service hardware and equipment shall be concealed by architectural elements of the building or the sign itself.

(B) *Freestanding Signs.*

1. *Number.* There shall be no more than one freestanding sign for each frontage of a premises.
On premises having a principal building, no freestanding sign shall be permitted on a frontage unless every facade related to the frontage is set back at least thirty (30) feet from the street right of way. On premises having no principal building, there shall be no more than one freestanding sign for each frontage of the premises.
2. *Area.* Except as conditioned below, the total sign surface area of a freestanding sign shall not exceed one quarter percent (0.25%) of the lot area of the premises, nor a maximum of one hundred twenty (120) square feet of sign surface area.
 - a. The maximum sign surface area of a freestanding sign on a frontage may not exceed twelve (12) square feet unless that frontage is one hundred (100) or more feet in length.
 - b. A fifteen percent (15%) bonus in sign surface area shall be permitted for any freestanding sign which is the only freestanding sign on a premises on which more than one such sign would otherwise be permitted.
3. *Location.* No freestanding sign shall extend beyond the perimeter lot line of a premises or within twenty (20) feet of any circulation lane which provides access to a public right of way.
4. *Height.* A freestanding sign within three (3) feet of any perimeter lot line of a premises may not exceed three (3) feet in height. The height of any freestanding sign three (3) or more feet from any lot line may not exceed the distance between the sign and any lot line, nor shall the top of the freestanding sign exceed the maximum elevation of a principal building on the premises to which it pertains.

No freestanding sign shall exceed the maximum sign height of fifteen and one-half (15.5) feet.

5. *Permanent Mounting:* All freestanding signs shall be permanently mounted in the ground. No portable signs are permitted.

(C) *Permanent Window Signs.*

1. *Area.* The sign surface area of permanent window signs in any window shall not exceed twenty percent (20%) of that window area.
2. *Location.* Permanent window signs must be confined within the transparent glazed area of the window and shall not encroach upon the frame, mullions or other supporting features of the glass.
3. *Installation Considerations.* All permanent window signs which have their lettering or graphic elements directly on the glazing shall be painted, metal leafed, vinyl transferred, or in some other manner permanently applied to either side of the glass of an exterior building or window or door. No application using a

temporary adhesive shall be permitted unless the Sign Administrator determines the application to be safe and will be permanent.

(D) *Commercial Variable Message (CVMS) Signs.*

1. *Time and Temperature Only.* CVMS displaying messages other than time and temperature information shall be prohibited.
2. *Length of Cycle.* The total length of the information cycle of a CVMS shall not be shorter than three (3) seconds nor longer than seven (7) seconds. Items of information may not be repeated at intervals that are short enough to cause the CVMS to have the effect of a flashing sign.
3. *Brightness Adjustment.* CVMS shall be equipped with photosensitive equipment which automatically adjusts the brightness and contrast of the sign in direct relation to the ambient outdoor illumination.
4. *Included Area.* The illuminated or message displaying areas of the CVMS shall be included within the maximum aggregate sign surface area for the premises.
5. *Maintenance.* CVMS must be maintained so as to be able to display messages in a complete and legible manner.

(E) *Marquee Signs.*

1. *Number.* There shall not be more than one marquee sign on any facade. Advertising and identification messages on any of the vertical or nearly vertical faces of a marquee are calculated as a single marquee sign.
2. *Area.* The total sign surface area of a marquee sign shall not exceed five hundred (500) square feet.
3. *Location.* A sign may be affixed to or located upon any vertical or nearly vertical face of a marquee, so that no portion of the sign falls above or below the face of the marquee.

In no instance shall a marquee sign be lower than ten (10) feet above the sidewalk or public thoroughfare.

In no instance shall a marquee sign be located so that it extends beyond the curb line of the street.
4. *Use Of Marquee.* Marquee signs are only permitted for use on theaters, places of entertainment, and hotels.

(F) *Canopy and Awning Signs.*

1. *Commercial Message.* Use of canopy or awning area for display of commercial messages shall be limited to the name, logo and address of the business or businesses within the building upon which the awning is attached. Canopy or awning signs shall be flush to the face of the canopy or awning.
2. *Area.* The sign surface area of a canopy or awning sign shall not exceed fifteen percent (15%) of the area of the vertical section of the canopies and awnings. The vertical section of the canopies and awnings is calculated as the height of the canopy or awning (difference between the highest and lowest point on the canopy or awning) multiplied by the length of the canopy or awning measured parallel to the facade upon which it is attached.

Signs on any surface of a canopy or awning other than the surface running parallel with the building face shall be limited to letters or graphics not exceeding four (4) inches in height.
3. *Location.* Canopies and awnings shall be constructed and erected so that the lowest portion of the projecting frame thereof shall be not less than seven (7) feet six (six) inches, and the lowest portion of the descending skirt shall be not less than six (6) feet eight (8) inches above the level of the sidewalk or public thoroughfare.

No portion of the canopy or awning sign shall be extended above or beyond the canopy or awning upon which it is attached; however, signs may be hung beneath canopies parallel to the building frontage so long as they do not descend below the minimum six (6) foot eight (8) inches minimum clearance.

Awnings shall project a minimum of thirty-six (36) inches out from the building upon which they are attached, and a maximum of twenty-four (24) inches from the vertical surface of the street curb line.

4. *Installation Considerations.* To preserve the architectural integrity of a building, no canopy or awning, and no canopy or awning sign shall cover or interrupt significant architectural elements such as columns, column caps, friezes, door or window heads, embellishments, adornments, fenestrations or ornamental detailing.
 5. *Illumination of Awnings And Canopies.* Awnings and canopies may be illuminated where the following conditions are maintained:
 - a. Both interior type strip lighting and exterior type gooseneck lighting is permitted, not exceeding a maximum light level of eighteen (18) foot-candles measured three (3) feet from and perpendicular to the light source.
 - b. Awnings shall be allowed to be lighted whether or not signs are to be displayed on the awning.
 - c. Internally illuminated awnings and canopies shall permit light to shine fully through only the lettering and graphic elements. The bottom of any internally illuminated awning or canopy shall be enclosed.
 - d. Illumination of canopies, awnings, canopy signs and awning signs is further regulated in Section 4-10-8 of this Chapter.
 6. *Nonrigid Materials Prohibited.* Canopy or awning signs covered by nonrigid materials and supported on the outer (street) end are prohibited.
- (G) *Neon Signs.* The area defined by neon shall not exceed twenty percent (20%) of the window area. Neon signs shall not extend to all edges of the windows.
- (H) *Scoreboards.*
1. *Location.* No scoreboard shall be erected or maintained such that it is visible from a public thoroughfare.
 2. *Internal Scoreboard.* The number, area, height, and location of scoreboards visible only from within the stadium area are regulated as part of Section 4-10-8 of this Chapter.
- (I) *Temporary Signs.*
1. *Number.* There shall not be more than two (2) permits for temporary signs issued for the same occupant of a premises within one calendar year.
 2. *Area.* Temporary signs shall not exceed thirty-two (32) square feet in sign surface area for each exposed face, nor sixty-four (64) square feet total sign surface area.
 3. *Location.* Temporary signs shall be located only upon the premises to which the special, unique, or limited activity, service product, or sale is to occur. Temporary signs shall take the form of wall signs or free-standing signs and shall conform to the location requirements of the respective sign type described elsewhere in this Chapter. No temporary signs shall be permitted on vehicles.
 4. *Time Limitations.* Temporary signs shall be erected and maintained for a period not to exceed thirty (30) days, and shall be removed within three (3) days of termination of the activity, service, project, or sale.
 5. *Materials and Mounting Limitations.*
 - a. All temporary signs shall be anchored and supported in a manner which reasonably prevents the

possibility of the signs becoming hazards to the public health and safety as determined by the Sign Administrator.

- b. Any temporary sign weighing in excess of fifty (50) pounds must conform to the safety requirements of the City Code.
6. *Certain Temporary Signs Exempt:* Temporary window signs as qualified in Section 4-10-6 of this Chapter are exempt from the conditions of this Section.

(J) *Unified Business Center Signs.*

1. *Comprehensive Sign Plan.* No permit shall be issued for a sign to be located in a unified business center until a comprehensive sign plan has been approved for the center as described in Section 4-10-18 of this Chapter, and said sign complies with the provisions thereof.
2. *Center Identification Sign.* In addition to the signs permitted for each separate occupant, there may be one identification sign for the center itself.
 - a. Said identification sign may only include the name, address, or graphic logo of the center.
 - b. The permitted sign surface area of said identification sign shall not exceed an area equivalent to one tenth of one percent (0.1%) of the lot area of the premises nor a maximum of one hundred twenty (120) square feet.
 - c. Unless specifically exempted by the provisions of the comprehensive sign plan for the unified business center, said identification sign shall conform to all of the regulations (except those governing number and area) for individual sign types found elsewhere in this Chapter.
3. *Directory Signs.* In addition to the permitted identification sign for the center, a unified business center may have common directory signs to guide pedestrians to individual businesses on the site. Such signs shall be limited to a maximum of one square foot per occupant listed on the sign.

(K) *Vehicular Dealership Signs.*

1. *Number.*
 - a. Each dealership may have one freestanding sign. Each parcel may have no more than two (2) freestanding signs. In the event a business entity consists of multiple dealerships, no more than two (2) dealership signs may appear on one freestanding pole.
 - b. One wall sign per business entity.
2. *Area.*
 - a. The maximum gross surface area for freestanding signs is one hundred forty (140) square feet per sign face.
 - b. For wall signs, the maximum gross surface area must not exceed twenty five percent (25%) of the square foot area of the facade to which the sign is attached.
3. *Location.*
 - a. Freestanding Signs.
 - (1) Freestanding signs are permitted at the lot line.
 - (2) Freestanding signs shall be separated by a minimum of fifty feet (50').
 - b. Wall Signs.
 - (1) Wall signs are not to extend above the roofline of the wall upon which the sign is attached.

4. *Height.* Freestanding signs erected after the effective date hereof shall not exceed twenty five feet (25'). Freestanding signs in existence prior to that time shall not exceed their pre-enactment height.
5. *Uniform Sign Package.* When a dealership changes ownership or acquires a new vehicle line, no new sign(s) may be erected and no modifications to existing signs may be made without the owner having filed a sign package with the city and receiving the city's approval therefor.
6. *Flags.*
 - a. Flags may be used on used car lots only, provided that:
 - (1) They are of uniform color; and
 - (2) Worn flags are replaced so as to maintain a neat appearance.
7. *Conflict With Other Provisions of This Chapter.* In the event of a conflict between this subsection (K) and the other provisions of this chapter, this subsection shall prevail.

(L) *Temporary Real Estate Signs.* For temporary, nonilluminated real estate signs for multi-family, residential projects, the permitted regulations are as follows:

5 to 36 dwelling units = 32 square foot maximum, 10'0" maximum sign height

All temporary real estate signs shall be limited to a maximum of twelve (12) months total duration, or until all the units are sold.

(M) *Blade Signs.*

- (1) *Position.* Blade signs shall be project from and be perpendicular to a building's facade, and the top of any such sign shall not be more than fifteen (15) feet six (6) inches above grade at the building.
- (2) *Area.* Blade signs shall not measure more than two (2) feet wide nor more than three (3) feet high.
- (3) *Clearance.* The bottom of any blade sign shall be at least seven (7) feet six (6) inches above grade at the building.
- (4) *Illumination.* Blade signs shall not be illuminated.
- (5) *Number.* There shall be no more than one (1) blade sign per business.

(Ord. No. 10-O-87; Ord. No. 51-O-93; Ord. No. 55-O-93; Ord. No. 47-O-03; Ord. No. 90-O-11, § 2, 11-14-2011; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-10)), 1-23-2012; Ord. No. 104-O-15, § 2, 8-17-2015)

4-10-11. - ADMINISTRATION.

- (A) *Administrative Officer.* The city manager shall designate the Sign Administrator for the purpose of administering this chapter. If no such person is designated, the city manager himself/herself shall function as the Sign Administrator.
- (B) *Permit Approval Procedure.* Any sign for which a permit is required under section 4-10-5 of this chapter must receive that permit prior to being constructed, erected, originally painted, converted, altered, rebuilt, enlarged, remodeled, relocated or expanded. The following procedures must be followed for approval of a permit:
 1. *Complete Application.* A permit application must be submitted to the City of Evanston department of Community and Economic Development. No application shall be accepted until it is complete, along with all necessary fees, bonds, and evidence of ownership or authorization as described below in this section.
 2. *Permit Issuance.* Once an application is accepted as complete, the Sign Administrator shall direct an

examination of the plans, specifications, and other submitted data, and the premises upon which the sign is proposed to be erected or affixed, and shall request additional plans and information if necessary to determine conformance. If the Sign Administrator determines the proposed sign or signs to be in conformance with this and other applicable chapters of the City Code, the Sign Administrator shall issue a permit for the proposed sign.

3. *Permit Denial.* If the proposed sign does not conform with this or other applicable chapters of the City Code, the Sign Administrator shall, on the basis of written findings, approve the sign subject to specific modifications or, on the basis of written findings, deny the sign application.

(C) *Permit Application.* Application for permits to erect, construct, or alter a sign shall be submitted on a form and in the manner prescribed by the Sign Administrator. Each application shall be signed by the owner of the sign and the owner of the property upon which it is to be located. Applications for permits shall be accompanied by such information as may be required to ensure compliance with all applicable regulations, including:

1. Name, address and telephone number of the applicant;
2. A drawing or drawings indicating the location of the building, structure or lot to which or upon which the sign or advertising structure is to be attached or erected;
3. A drawing or photograph showing the position of the sign or advertising structure in relation to structures;
4. Two (2) blueprints or ink drawings of the plans and specifications of the proposed sign or advertising structure, including the methods of construction and attachment to the buildings or in the ground. Such plans must include all text and graphics proposed on the sign, drawn to scale with dimensions;
5. If required by the Sign Administrator, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure as required by this Chapter and all other applicable chapters of the City Code;
6. Name of person, firm, corporation or association responsible for erecting the sign or advertising structure.
7. Written consent of the owner or agent of the premises on which the sign or advertising structure is to be erected;
8. A completed application for any electrical permit required to be issued for said sign or advertising structure;
9. A copy of the insurance policy or bond as required by subsection 4-10-12(G) of this Chapter;
10. A declared total value of the sign or advertising structure and its installation;
11. Documentation of all existing signs on the premises, including their type and area, location, and the occupant of the site to which each sign pertains; and
12. Any additional information as the Sign Administrator shall require to show full compliance with this and all other applicable chapters of the City Code.

(D) *Temporary Permit Applications.* Applications for temporary sign permits shall be accompanied by such information as may be required to ensure compliance with all applicable regulations, including those listed in paragraphs 1, 2, 3, 4 and 6 of subsection (C) of this Section. No fee shall be charged for any temporary sign.

(E) *Permit Fees.* Fees to be charged for permits issued shall be as established in a separate fee ordinance which may be, from time to time, adopted by the City Council. Persons guilty of erecting or maintaining a sign without first securing the necessary permit shall be subject to a penalty fee of fifty percent (50%) of the normal fee amount in addition to the obligation to pay the normal fee.

(F) *Bond, Insurance and Indemnification Requirements.*

1. *Insurance.* A general liability insurance policy issued by any approved insurance company authorized to do business in the State of Illinois, conforming to this Section, may be permitted in lieu of bond, provided that said insurance policy includes the City as an additional insured and agrees to hold harmless and indemnify the City, its officers, agents, and employees from any and all claims of negligence resulting from such work.
 2. *Public Property.* All persons responsible for the erection, alteration, relocation, maintenance of a sign or advertising structure in or over or immediately adjacent to a public right of way or public property so that a portion of the public right of way or public property is used or encroached upon by that person, shall agree to hold harmless and indemnify the City, its officers, agents, and employees from any and all claims of negligence resulting from such work.
- (G) *Pre-Installation Inspection.* The person responsible for the installation of a sign shall schedule with the Sign Administrator a pre-installation inspection prior to installing any sign requiring a permit. Such inspection shall include a footing inspection, if applicable, and confirmation of the other details of mounting and placement.
- (H) *Final Inspection.* The person responsible for the installation of a sign shall notify the Sign Administrator upon completion of the work for which a permit is required and so schedule a final inspection.
- (I) *Six Month Deadline.* If the work authorized under a permit has not been completed within six (6) months after the date of issuance, the permit shall be null and void.
- (J) *Denial or Revocation.* All rights and privileges acquired under the provisions of this Chapter, or any amendment thereto, are deemed mere permits which may be denied, suspended or revoked any time for cause by the Sign Administrator. The Sign Administrator is authorized and empowered to deny, suspend, or revoke any permit upon failure of the permittee to comply with any provision of this Chapter or whenever the permit is issued on the basis of a misstatement of fact or fraud. The Sign Administrator shall refuse to issue any further permit to any such party or owner, or their agents or representatives, who is in violation of the requirements of this Chapter, or refuses to pay costs assessed for corrective action under the provisions of this Chapter.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-11)), 1-23-2012; Ord. No. 119-O-20, § 2, 1-11-2021)

4-10-12. - MAINTENANCE AND OPERATION.

- (A) *Maintenance and Repair.* Every sign, including but not limited to those signs for which permits are required, shall be maintained in a safe, presentable, and good structural condition at all times, including replacement of defective parts, painting, cleaning and other acts required to maintain the sign, advertising structure, marquee, canopy or awning in its originally permitted and installed condition in accordance with the following criteria and with the applicable chapters of the City Code.
1. *Paint or Treat.* To prevent rust, peeling, flaking, fading or rotting, the permittee of any sign or advertising structure shall, as required, paint all parts and supports thereof unless the same are galvanized or otherwise treated.
 2. *Repairs.* Broken panels, missing letters, defective illumination, torn fabric, flaking or peeling paint and other damage to a sign, advertising structure, marquee, awning, canopy or support structure shall be repaired.
 3. *Clean and Sanitary.* All signs or advertising structures and the area surrounding same shall be maintained by the owner thereof in a clean, sanitary and inoffensive condition, and free and clear of all debris, rubbish and obnoxious substances, and any related grassed area or landscaping shall be kept trimmed and in a healthy condition.
 4. *Notification.* Every sign or advertising structure hereafter erected shall have painted or permanently affixed

in a conspicuous place thereon and continuously maintained, in legible letters, the date of erection, the name of the permittee, and the voltage of any electrical apparatus use in connection therewith.

- (B) *Obsolete or Abandoned Signs.* Where the Sign Administrator finds any sign or advertising structure now or hereafter existing, which advertises a business, commodity, service, entertainment, activity, or event which has been discontinued, or is located on property which has been vacant and unoccupied he/she shall give written notice requiring removal to the permittee thereof, or if the permittee cannot be located, to the owner, agent or person having the beneficial use of the building, structure or premises upon which it is found. If, after notification, the proper person fails to remove the sign or structure within sixty (60) days after such notice the Sign Administrator is hereby authorized to cause the removal of such sign or advertising structure.
- (C) *Unsafe and Unlawful Signs.* Where the Sign Administrator finds that any sign or advertising structure is unsafe or insecure, or is a menace to the public, or has been constructed or erected, or is being maintained in violation of the provisions of this Chapter, he/she shall give written notice to the permittee thereof, or if the permittee cannot be located, to the owner, agent or person having the beneficial use of the building, structure or premises upon which it is found. If, after notification, the proper person fails to remove or alter the structure so as to comply with the standards herein set forth within twenty (20) days after such notice, the Sign Administrator is hereby authorized to cause the removal of such sign or advertising structure. The Sign Administrator may summarily and without notice cause the removal of any sign or advertising structure which is an immediate peril to persons or property. The permittee shall be liable for any and all such costs incurred by the City.
- (D) *Lien to Recover Costs.* In the event of failure by any party to reimburse the City within sixty (60) days for costs incurred for repair or removal ordered by the Sign Administrator, the Corporation Council will be authorized to file a notice of lien in the office of the Cook County Recorder of Deeds to foreclose this lien, and to sue the owner of the real estate, or sign permittee, or their agents, in a civil action to recover the money due to the foregoing services, plus all expenses, including attorney's fees. Included in the expenses recoverable by the City, are the costs of filing the notice of lien, foreclosing said lien, and all litigation costs, together with all office and legal expense incurred in connection with the collection of the amount due hereunder.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-12)), 1-23-2012)

4-10-13. - STOREFRONT MAINTENANCE AND WINDOW COVERING DURING VACANCY OR RENOVATION.

The definitions noted below apply only to this Chapter and supersede any conflicting definitions found elsewhere in other chapters of the City Code.

<i>GROUND FLOOR PREMISE.</i>	Any space on the ground floor having frontage on a street, alley or outdoor pedestrian walkway.
<i>STOREFRONT.</i>	Any facade of a ground floor premises having one or more storefront windows.
<i>STOREFRONT WINDOW.</i>	Any window of any ground floor premises that permits an unobstructed public view into the interior of that ground floor premises from any immediately adjacent street, sidewalk, or right-of-way.

VACANT.	The state of not being occupied by a regularly operating business from a ground floor premise for a minimum of four (4) days per week on a monthly basis. An exception to allow for temporary business closure may be granted by the Director of Community Development upon written request provided that office equipment and furnishings will remain in the establishment and a date certain for reopening of the establishment is provided.
WINDOW SCREENING.	A display made of film, vinyl, polymath, canvas, or heavy duty paper that is placed in a window or window area of a vacant storefront.

(A) *Temporary Treatment of Storefront Windows During Vacancy or Interior Renovation.*

1. *Vacant; Renovation.* The storefront windows of any ground floor premise that is vacant or undergoing interior renovation shall be treated using one of the following methods within fifteen (15) business days after the date on which the space first becomes vacant, or for the total duration of the interior renovation.
 - a. Window screenings that fully cover not less than eighty (80) percent of each storefront window of the ground floor premises so as to obscure a direct public view of the vacant interior of that ground floor premises. Allowable materials for window screening must be of one (1) color and come in one of the following forms:
 1. Plastic film;
 2. Vinyl;
 3. Canvas;
 4. Other such approved materials.
 - b. Exhibits by a local not-for-profit arts or historical organization in the form of paintings, photos and sculptures may be displayed, painted or affixed on the glass in vacant storefront windows with permission of the property owner. A storefront window that displays an exhibit is permitted one (1) informational sign up to two (2) square feet in total sign area, identifying the name and contact information for each exhibit; and
 - c. A display of products, with a backdrop, which are sold by other businesses in a building, artwork, or an alternative window covering may be permitted if submitted to and approved by the City Manager or designee.
2. *"Opening Soon" Announcement.* No sooner than thirty (30) days prior (or an alternative timeframe may be permitted if submitted to and approved by the Community Development Director or designee) to the opening of a new business, a temporary sign announcing the name of the new business may be displayed in one (1) storefront window per facade. The sign shall not exceed ten (10) square feet in sign area and may identify the name of the business in a graphic or text format.
3. *"Now Open" Announcement.* For a period not to exceed thirty (30) days after the opening of a new business, a temporary sign announcing the business opening may be displayed in one (1) storefront

window per facade. The sign shall not exceed ten (10) square feet in sign area and may identify the name of the business in a graphic or text format.

- (B) *Signage.* A real estate sign that complies with the 2'x3' sign area and sign height requirements of Subsection 4-10-6(M) of this Code may be placed in a storefront window along with the window screening required pursuant to this Chapter.
- (C) *Minimum Appearance Requirements.*
1. Visible adhesive or tape may not be used to affix any window display, decorative screening or signage to a storefront window;
 2. Storefronts may not use paper, plywood or soap to obscure windows;
 3. No plastic tarp of any kind may be used to block the windows; and
 4. No window display or screening shall contain any matter, in writing or in a depiction, that, when considered as a whole, predominantly appeals to prurient interests.
- (D) *Minimum Maintenance Requirements.*
1. All window screenings must be kept in good repair and shall not be torn, damaged or otherwise left in a state of disrepair;
 2. Building exteriors must be maintained in accordance with the requirements of the city's property maintenance code; and
 3. The door area and sidewalk immediately adjacent to the storefront of the premises shall be neat, clean, and free from dirt and debris.
- (E) *Responsibility for Compliance.* Any person owning, leasing, maintaining, or in possession or control of any vacant, ground floor premises located within the City, or any owner of the lot upon which the vacant, ground floor premises is located, shall be responsible for adherence to the provisions of this Section.
- (F) *Penalty.* Any person who violates any provision of this Chapter shall be fined an amount of one hundred fifty dollars (\$150.00) first offense; four hundred dollars (\$400.00) second; seven hundred fifty dollars (\$750.00) third offense. Each day on or during which any person violates the provisions of this Chapter shall constitute a separate and distinct offense.

(Ord. No. 8-O-21, § 1, 2-8-2021)

4-10-14. - NONCONFORMING SIGNS.

- (A) *Legal Nonconforming Signs.* Any sign located within the City which does not conform with the provisions of this Chapter is eligible for characterization as a "legal nonconforming" sign and is permitted, providing it also meets the following requirements:
1. *Proper Permits.* The sign was erected or installed under authority of proper sign permits prior to the date of adoption of this Chapter, if one was required under applicable code or law; or
 2. *No Permit Required.* If no sign permit was required under applicable code or law for the sign in question and the sign was in all respects in compliance with applicable code or law on the date of adoption of this Chapter.
- (B) *Unlawful Nonconformance.* Any sign which does not conform with the provisions of this Chapter and is not eligible for characterization as a legal nonconforming sign is unlawful, and must be brought into compliance with this Chapter or shall be removed within thirty (30) days of the adoption of this Chapter, upon written notification of such unlawful nonconformance by the Sign Administrator.

(C) *Loss of Status.* A sign loses its legal nonconforming status if one or more of the following occurs:

1. *Sign Altered.* The sign is altered in any way, except for normal maintenance or repair, which tends to or makes the sign less in compliance with requirements of this Chapter than it was before alteration; provided, however, in the case of vehicular dealerships, the face of a freestanding sign may be modified without causing the sign to be nonconforming.
2. *Message Changed.* The sign message or graphic display is changed in any way, except for normal maintenance or repair that does not increase the nonconformity; provided, however, that in the case of vehicular dealerships, the change of a sign to reflect new ownership does not cause the sign to be nonconforming.
3. *Sign Relocated.* The sign is relocated either on the premises or to another location;
4. *Sign Unsafe.* The sign fails to conform to the sections of this Chapter regarding maintenance and operation, and public safety standards;
5. *Sign Damaged.* Damage occurs to a sign which requires repairs exceeding fifty percent (50%) of the replacement value of the sign;
6. *Excessive Maintenance Costs.* Maintenance is required which will exceed fifty percent (50%) of the replacement value of the sign; or
7. *New Occupancy Permit.* A change in use occurs which requires a new occupancy permit for the premises to which a legal nonconforming sign relates.

On the date of occurrence of any of the above, the sign shall be immediately brought in compliance with this Chapter with a new permit secured, therefor, or shall be removed within thirty (30) days of that date.

(D) *Continuing Obligation.* Nothing in this Section shall relieve the owner or user of a legal nonconforming sign or owner of the property on which the legal nonconforming sign is located from the provisions of this Chapter regarding safety, maintenance, and repair of signs, provided however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure, sign face or message in such a way which makes the sign more nonconforming.

(Ord. No. 10-O-87; Ord. No. 55-0-93; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-13)), 1-23-2012; Ord. No. 8-O-21, § 2, 2-8-2021)

Editor's note— Ord. No. 8-O-21, §§ 2—9, adopted February 8, 2021, redesignated the former Sections 4-10-13—4-10-20 as Sections 4-10-14—4-10-21. The historical notation has been preserved for reference purposes.

4-10-15. - SIGN REVIEW AND APPEALS.

The Design and Project Review Committee, as set forth in Title 4, Chapter 14, "Design and Project Review (DAPR)," of the Evanston City Code, is vested with the following jurisdiction and authority:

- (A) *Sign Administrator Appeals.* The Design and Project Review Committee shall hear all appeals from any order, requirement, decision, determination, or interpretation of the Sign Administrator acting within the authority vested from this Chapter and make written findings and decisions for the disposition of such appeals.
- (B) *Sign Variations.* The Design and Project Review Committee shall hear all petitions for variations from the provisions of this Chapter, make written findings, and approve, modify, approve with conditions or deny such petitions for sign variations.
- (C) *Unified Business Center Signage.* The Design and Project Review Committee shall hear all requests for the

establishment or amendment of comprehensive sign plans for unified business centers, make written findings, and approve, modify, approve with conditions or deny such requests.

(Ord. No. 107-O-16, § 2, 9-26-2016; Ord. No. 8-O-21, § 3, 2-8-2021)

Editor's note— Ord. No. 107-O-16, § 2, adopted September 26, 2016, amended Section 4-10-14 in its entirety to read as herein set out. Formerly, Section 4-10-14 pertained to the Sign Review and Appeals Board, and derived from Ord. No. 10-O-87; Ord. No. 90-O-11, § 4, adopted November 14, 2011, and Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-14)), adopted January 23, 2012.

See editor's note at Section 4-10-14.

4-10-16. - APPEALS.

- (A) *Notification to Aggrieved Party.* It shall be the responsibility of the Sign Administrator to provide written notification to the aggrieved party of an action denying a permit. Said notice shall include the following:
1. The date and specific reason for denial of the permit.
 2. All forms and procedures required for filing an appeal.
- (B) *Petition for Appeal.* An appeal may be taken to the Design and Project Review Committee by any person aggrieved by an order, requirement, decision, determination, or interpretation of the Sign Administrator acting with respect to the authority of this Chapter.
1. *Application Deadline.* An appeal shall be filed within forty-five (45) working days after notification of the alleged erroneous order, requirement, decision, determination, or interpretation.
 2. *Application Form.* An appeal shall be filed in writing with the Sign Administrator on a form supplied by him/her. It shall be accompanied by such documents and information as the Board may by rule require.
 3. *Filing Fee.* Each appeal to the Design and Project Review Committee shall be accompanied by a filing fee as established by ordinance. If the appeal is granted by the Design and Project Review Committee, the filing fee shall be refunded to the applicant.
- (C) *Transmittal of Record.* The Sign Administrator shall, at the time of filing an appeal, forthwith transmit to the Design and Project Review Committee all of the documents constituting the record upon which the action appealed from was taken.
- (D) *Effect of Appeal.* The appeal shall stay all proceedings in furtherance of the action appealed from, unless the Sign Administrator certifies to the Design and Project Review Committee after the appeal has been filed that, by reason of the facts stated in the application, a stay would in the Sign Administrator's opinion cause imminent peril to life or property. In such case, the proceeding shall not be stayed unless a restraining order is issued by a court of competent jurisdiction, and then only if due cause can be conclusively shown.
- (E) *Action of the Board.* The Design and Project Review Committee shall hold a public hearing on an appeal within thirty (30) days of receipt of a completed written application.
1. *Hearing Notice.* Notice shall be given of the time, place, and purpose of the public hearing by posting on the premises which is the subject of the hearing a notification sign which meets the following standards:
 - a. The sign shall be a minimum of twenty (20) inches by thirty (30) inches.
 - b. All capital lettering on the sign shall be a minimum of three (3) inches high and the colors utilized shall provide suitable contrast for readability from the adjacent public street.

- c. The sign shall contain: the title "PUBLIC NOTICE" at the top; a statement of the purpose of the hearing; the date, time, and place of the hearing; and reference that the hearing is before the Evanston Design and Project Review Committee.
 - d. The sign shall be placed near the front door of the premises, or as required, to be fully visible from the public street on which the premises is located. If the premises has frontage on more than one public street a separate sign shall be required for each frontage.
 - e. The sign shall be posted not less than seven (7) days before the hearing to which it refers. It shall be removed within five (5) days after the final decision of the Design and Project Review Committee on the petition.
2. *Required Attendance.* Both the aggrieved petitioner and the Sign Administrator or their authorized representatives shall attend the meetings of the Design and Project Review Committee at which the appeal is to be heard.
 3. *Decision.* Within fifteen (15) working days of the close of the required public hearing of the appeal, the Design and Project Review Committee shall prepare and submit written findings, and by a majority vote, issue a decision to grant, deny, wholly or in part, or modify said appeal.
- (F) *Council Action.* Following receipt of the findings and decision of the Design and Project Review Committee the Planning and Development Committee of the City Council may choose to review the decision of the Design and Project Review Committee and on the basis of the record may affirm, modify or reverse the decision of the Design and Project Review Committee. If no motion to review a Design and Project Review Committee decision is made and adopted at the Planning and Development Committee meeting following the receipt of the findings and decision of the Design and Project Review Committee, that decision of the Design and Project Review Committee shall be final.
- (G) *Maintenance of Records.* The Sign Administrator shall maintain complete records of all findings and decisions of the Design and Project Review Committee and all determinations of the City Council relative to an appeal. All such records shall be open to the public for inspection.

(Ord. No. 10-O-87; Ord. No. 90-O-11, § 3, 11-14-2011; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-15)), 1-23-2012; Ord. No. 107-O-16, § 3, 9-26-2016; Ord. No. 8-O-21, § 4, 2-8-2021)

Note— See editor's note at Section 4-10-14.

4-10-17. - VARIATIONS.

It is the intent of this Section to permit variations from the requirements of this Chapter if necessary to achieve uniformity among signs similarly located and classified.

- (A) *Petition for Variation.* A petition for a variation from any provision(s) of this Chapter may be made by any person having a proprietary interest in the sign for which such variation is requested.
1. *Petition Contents.* A petition for variation shall be filed in writing with the Sign Administrator on a form supplied by him/her and shall be accompanied by such documents and information as are necessary to clearly exhibit the practical difficulty for which the variation is necessary, including:
 - a. The name, address, and telephone number of the petitioner, the owner of the property on which the sign is to be erected or affixed, the owner of the sign, and the person responsible for erecting or affixing the sign.
 - b. A description of the requested variation.

- c. Justification of the requested variation.
 - d. The location of the premises on which the sign is to be erected or affixed.
 - e. A site plan of the premises involved, showing accurate placement thereon of the proposed sign.
 - f. A blueprint or ink drawing of the plans and specifications of the sign to be erected or affixed and method of construction and attachment to the building or in the ground. Such plans and specifications shall include details of dimensions, materials, color, and weight.
 - g. The written consent of the owner of the premises on which the sign is to be erected or affixed.
 - h. A fee, as determined by ordinance, to be paid at the time of filing of the petition for variation.
- (B) Action of the Design and Project Review Committee. The Design and Project Review Committee shall hold a public hearing on the petition for variation within thirty (30) days of receipt of a completed written application.
1. *Hearing Notice.* Notice shall be given of the time, place and purpose of the public hearing by posting on the premises which is the subject of the hearing a notification sign which meets the following standards:
 - a. The sign shall be a minimum of twenty (20) inches by thirty (30) inches.
 - b. All capital lettering on the sign shall be a minimum of three (3) inches high and the colors utilized shall provide suitable contrast for readability from the adjacent public street.
 - c. The sign shall contain: the title "PUBLIC NOTICE" at the top; a statement of the purpose of the hearing; the date, time and place of the hearing; and reference that the hearing is before the Evanston Design and Project Review Committee.
 - d. The sign shall be placed near the front door of the premises, or as required, to be fully visible from the public street on which the premises is located. If the premises has frontage on more than one public street a separate sign shall be required for each frontage.
 - e. It shall be the responsibility of the petitioner to remove the sign(s) within five (5) days after the final decision of the Design and Project Review Committee on the petition.
 2. *Required Attendance.* Both the aggrieved petitioner and the Sign Administrator or their authorized representatives shall attend the meetings of the Design and Project Review Committee at which the variation is to be heard.
 3. *Decision.* Within fifteen (15) working days of the close of the required public hearing on the variation, the Design and Project Review Committee shall prepare and submit written findings, and by a majority vote, issue a decision to grant, deny, wholly or in part, or modify said variation.
- (C) Appeals from Decision of Design and Project Review Committee.
1. Decisions of the Design and Project Review Committee may be appealed to Planning and Development Committee by applicant.
 2. a. If the sign which is the subject of the variation is located in a residential Zoning District, a property owner whose property is within a two hundred fifty (250) foot radius from the property on which the sign is proposed to be located may appeal the Design and Project Review Committee's approval of the variation. Such an appeal may be filed only by a property owner who: 1) appeared in person or by an authorized representative at all public hearings at which the variation was considered and who presented his/her objections to the Design and Project Review Committee, or 2) who filed written objections with the Design and Project Review Committee to the variation.

- b. The appeal must:
 - 1) Be filed with the Sign Administrator, within ten (10) calendar days from the date of the Design and Project Review Committee's written decision;
 - 2) Be in writing; and
 - 3) Specify with particularity the ground(s) for objection. The applicant is permitted to file a written response to any ground(s) asserted in the appeal but not raised before the Design and Project Review Committee.
 - c. Within five (5) working days of receiving the appeal, the Sign Administrator shall send a copy of the appeal to the applicant by first-class mail, return receipt requested. Any response the applicant files must be received by the Sign Administrator within ten (10) working days of the date the appeal was mailed to the applicant. The Sign Administrator will send a copy of any response to the appellant property owner.
 - d. After receiving the appeal and any response thereto, the Sign Administrator shall set the appeal for the next available regular Planning and Development Committee meeting and notify the applicant and appellant property owner in writing of the meeting date.
3. The Planning and Development Committee shall decide whether or not to hear the appeal, and if granted, set a hearing date for said appeal. A decision to not hear the appeal shall be in writing and shall be issued no later than the Committee's next regular meeting.
 4. The hearing shall be confined to a review of the Design and Project Review Committee's decision, and, if applicable, of the written objections submitted by the appellant property owner and response(s) thereto filed by the applicant. No verbal presentations shall be heard except upon invitation by the Committee and any such presentation shall be confined to facts and matters contained in the written materials on file in the appeal.
- (D) The Planning and Development Committee shall either approve, approve with conditions, deny the application, or refer the matter back to the Design and Project Review Committee for further proceedings. The Committee's decision shall be in writing and shall be issued no later than the next regular meeting after the decision is made.
- (E) Standards. Variations may be approved to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by this Chapter. No variation shall be granted unless the Design and Project Review Committee makes findings of fact with regards to each of the following standards:
1. *Hardship*. The proposed variation will alleviate some demonstrable and unusual hardship that arises due to factors including, but not limited to, location, site configuration, and/or building configuration.
 2. *Reasonable Return*. The proposed variation will contribute to a reasonable return from the business advertised.
 3. *Not Harm Public Welfare*. The proposed variation will not be materially detrimental to the public welfare.
 4. *Consistent with Intent*. The proposed variation promotes the purpose of the Sign Regulations set forth in Section 4-10-2 of this Chapter.
- (F) Conditions. Such conditions and restrictions may be imposed on the premises to be benefited by a variation as may be necessary to comply with the standards set forth herein, to reduce or minimize any injurious effect

of such variation on other property in the neighborhood, and to implement the general intent, purpose, and objectives of this Chapter.

- (G) Revocation. In any case where a variation has been granted, and where no work pertinent thereto has been initiated within one (1) year from the date of approval of the requested variation, then without further action by the Design and Project Review Committee, said variation shall become null and void.
- (H) Maintenance of Records. The Sign Administrator shall maintain complete records of all findings of fact and decisions of the Design and Project Review Committee relative to a variation. All such records shall be open to the public for inspection.

(Ord. No. 10-O-87; Ord. No. 18-O-95; Ord. No. 90-O-11, § 7, 11-14-2011; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-16)), 1-23-2012; Ord. No. 107-O-16, § 4, 9-26-2016; Ord. No. 8-O-21, § 5, 2-8-2021)

Note— See editor's note at Section 4-10-14.

4-10-18. - UNIFIED BUSINESS CENTER.

No permit shall be issued for a sign to be located in a unified business center until a comprehensive sign plan has been approved for the center and the sign complies with the provisions hereof.

- (A) *Comprehensive Sign Plan Approval.* Approval of a comprehensive sign plan for a unified business center shall be at the discretion of the Design and Project Review Committee in accordance with the criteria noted herein.
- (B) *Site Plan Review.* No permit shall be issued for a sign, and no final approval shall be granted for a comprehensive sign plan prior to review and approval by the Design and Project Review Committee of all comprehensive sign plans.
- (C) *Application Content.* In addition to the requirements listed for permit applications in Subsection 4-10-11(C) of this Chapter, the application for a comprehensive sign plan for a unified business center shall include a format for all signs to be used in the center, including their maximum size, color, location, illumination details, lettering type, mounting details, and (if any) landscaping details.
- (D) *Criteria.* The criteria used by the Design and Project Review Committee in its review of the proposed comprehensive sign plan for a unified business center shall include:
1. *Scale and Proportion.* Every sign shall have good scale and proportion in its design and in its visual relationship to the other signs, buildings and surroundings.
 2. *Integral Elements.* The signs in the plan shall be designed as integral architectural elements of the building and site to which they principally relate and shall not appear as incongruous "add-ons" or intrusions.
 3. *Restraint and Harmony.* The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
 4. *Effective Composition.* The number of graphic elements and letters shall be held to the minimum needed to convey each sign's message and shall be composed in proportion to the area of the sign's face.
 5. *Compatibility.* Each sign shall be compatible with signs on adjoining premises and shall not compete for attention.
 6. *Unified Image.* The effect of the signs proposed in the plan shall be the establishment of a unified image for the center.

(E) *Permitted Variations.* In conjunction with the approval of the comprehensive sign plan for a unified business center Design and Project Review Committee may authorize limited variations to the regulations included in this Chapter. Variations shall be permitted only when the applicant demonstrates that they are necessary to provide an improved comprehensive solution that is consistent with the purpose of this Chapter as found in Section 4-10-2 of this Chapter. Variations permitted are limited to the following:

1. *Wall Signs.* For wall signs the Design and Project Review Committee may vary the required twenty percent (20%) reduction on multiple signs and the requirement that signs be coterminous with the occupancy to which the signs refer.
2. *Freestanding Signs.* For freestanding signs the Design and Project Review Committee may vary the thirty (30) foot facade setback requirement, the height limitations up to the maximum of fifteen and one-half (15.5) feet or the height of the principal building to which the sign pertains (whichever is lower), and the area limitations up to the maximum of one hundred twenty (120) square feet per sign (as long as the total permitted sign surface area for either the occupant or the premises is not exceeded).

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-17)), 1-23-2012; Ord. No. 107-O-16, § 5, 9-26-2016; Ord. No. 8-O-21, § 6, 2-8-2021)

Note— See editor's note at Section 4-10-14.

4-10-19. - REVOCATION FOR CAUSE.

All rights and privileges acquired under the provisions of this Chapter, or any amendment thereto, are deemed mere licenses revocable at any time for cause by the Sign Administrator. The Sign Administrator is authorized and empowered to revoke any permit upon failure of the permittee to comply with any provision of this Chapter.

(Ord. No. 51-O-93; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-19)), 1-23-2012; Ord. No. 8-O-21, § 7, 2-8-2021)

Note— See editor's note at Section 4-10-14.

4-10-20. - PENALTY.

Any person found to have violated the provisions of the sign regulations adopted by the city shall be punished as follows:

- (A) 1. The fine for a first violation is seventy-five dollars (\$75.00).
2. The fine for a second violation is two hundred dollars (\$200.00).
3. The fine for a third or subsequent violation is three hundred seventy-five dollars (\$375.00).
- (B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation.
- (C) The penalties provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and remedies as provided for by applicable legislation.

(Ord. No. 127-O-00; Ord. No. 8-O-21, § 8, 2-8-2021)

Note— See editor's note at Section 4-10-14.

4-10-21. - SEPARABILITY.

In accordance with the following, it is hereby declared that the several provisions of this Chapter are separable:

- (A) *Provision of Ordinance.* If any court of competent jurisdiction determines any provision of this Chapter to be invalid, such determination shall not affect any other provision of this Chapter not specifically included in the court's judgment order.
- (B) *Any Particular Sign.* If any court of competent jurisdiction determines any provision of this Chapter to be invalid as applied to any particular sign, such determination shall not affect the application of such provision to any other sign not specifically included in the court's judgment order.

(Ord. No. 10-O-87; Ord. No. 8-O-12, (48-O-11(exh. A, § 4-10-21)), 1-23-2012; Ord. No. 8-O-21, § 9, 2-8-2021)

Note— See editor's note at Section 4-10-14.