1. Discussion - Concerning an Agreement with AT&T for a Small Cell Wireless Installation
2. Discussion – Concerning the Potential Replacement of the Streetlights on Broadway Avenue and the Water Main on Vernon Avenue in Conjunction with the Roadway Resurfacings
3. Discussion – Concerning the Recommended Zoning Code Text Amendment for the C3 Zone
4. Discussion – Concerning the Congress Park Development Area
Please find below a summary of the items for the January 14 Committee of the Whole (COTW) meeting:

1) **Discussion Concerning an Agreement with AT&T for a Small Cell Wireless Installation**

   The State of Illinois has curtailed most of a municipality’s ability to regulate telecommunication installations in a community. As wireless technology has evolved and has become more of an integral part of daily life for our citizens, wireless providers have altered the means by which they are delivering these networks. One of these developments is the use of smaller antennae systems versus the older version of large antennas placed on poles and/or buildings. Through small cell applications, a much smaller antennae is affixed to a utility pole or streetlight pole. Attached is a memorandum from the Community Development Director summarizing the request from AT&T for such an application for the Village.

2) **Discussion Concerning the Potential Replacement of the Streetlights on Broadway Avenue and the Water Main on Vernon Avenue in Conjunction with Roadway Resurfacings**

   As previously reported, the Village is continuing its Roadway Resurfacing Program. Due for replacement in 2019 is Broadway Avenue which bisects the 8-Corners Business District. The current streetlights on this street are outdated, concrete poles, more suitable for a higher capacity roadway. Attached is a memorandum from the Village Engineer providing two estimates for potential replacement of these lights. Staff has included funding in the 2019 8-Corners TIF budget for the less expensive option of replacing the streetlights and leaving them in the center median, versus re-installing lights on both sides of the street in each parkway. Staff can adjust the budget depending on Board direction.

   Also due for resurfacing in 2019 is Vernon Avenue. As part of the process to review the streets slated for resurfacing, staff evaluated the water mains underneath to determine if due to age, break history, etc., the main is due for replacement and if so, if it should be replaced at the time the roadway is being resurfaced. The water main under Vernon has experienced significant failures and should be replaced. Attached is a memorandum from the Village Engineer summarizing this issue. Public Works staff is also recommending that two other section of main be replaced due to break histories, but those streets are not scheduled for replacement and staff cannot identify funding sources for those replacements. Funding has been included in the proposed 2019 Water Fund for the Vernon Avenue replacement. The Board will be requested to provide direction concerning these water main replacements.

3) **Discussion Concerning the Recommended Zoning Code Text Amendment for the C3 Zone**

   The recently adopted Comprehensive Plan established a vision of the 8-Corners area (zoned C3) that entails creating a vibrant business district that is pedestrian-friendly in scale. To meet this end, staff submitted a petition to the Plan Commission to update the Use Table in the Zoning Code to define the type of uses permissible in the C3 zone which would help implement the vision in the Comprehensive Plan. Attached is a memorandum from the Community Development Director regarding this issue.
4) **Discussion Concerning the Congress Park Development Area**

Over the past few months, staff has had several meetings with developers interested in pursuing potential developments on this key site. Invariably the question arises as to what the Village would like to see developed here. Attached is a memorandum from the Community Development Director summarizing the key issues surrounding potential development at this site. Direction from the Board is being sought as to what type of development should ideally be pursued. In addition, the Community Development Director will brief the Board on other economic development activities are happening in the Village.

If you should have any questions, please feel free to contact me.
ITEM: Lease Agreement for Small Cellular Equipment
COMMITTEE DATE: January 14, 2019
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development
PURPOSE: To Upgrade Wireless Telecommunications Network
BUDGET AMOUNT: Permit Application and License Fee Revenue as Defined Below

BACKGROUND:
From time to time, the Village of Brookfield leases certain municipal assets to telecommunication companies. The lease agreement can be mutually beneficial by assisting the telecommunication companies and making their clients (including local businesses) more competitive with better telecommunication service and by providing certain benefits to the community. In this case, the Village has been approached by a representative of AT&T (AT&T’s 3rd Part Vendor SAC) to improve the AT&T network using “small cell” network upgrades.

In July 2018, the Village adopted Ordinance 2018-62 to implement model ordinance drafted by the Illinois Municipal League. Because 2018 state legislation preempted local permitting authority, the ordinance gives relatively little discretion in how municipalities can regulate and manage the permitting process relative to small cell providers. “Small cell” equipment is defined in the ordinance as a telecommunication antenna housed in a 6 cubic feet enclosure with other equipment cumulatively attached to a pole totaling no more than 25 cubic feet.

The lease agreement also follows IML model language. The agreement would benefit Brookfield residents and businesses in terms of better network coverage. Per the AT&T representative, the lease agreement would support network enhancements to assist “in providing service to hot spots where people congregate; shopping areas, medical facilities, sport venues, parks... (and) improve service where signal is shadowed from structures.” The Village Attorney assigned to this matter, Matt Holmes, has drafted an agreement in coordination with staff and the AT&T representative from SAC that is nearly ready for execution and which complies with the 2018 state legislation.

By way of background, the AT&T representative indicated small cell services are short-range devices of equipment that supplement the signals from larger towers, and as a result:

- small cells allow more concentrated service to certain areas (e.g., areas that are congested by devices using data);
- will support or house the next generation of cellular technology (“5 G” technology) that will be rolled out later this year; and
- will fill/improve the coverage gaps for AT&T customers and Brookfield residents.

Additionally, the AT&T representative indicated that the small cell equipment is designed to be minimally disruptive with respect to the Village’s light pole, and the equipment can be made to blend with the pole with respect to color and positioning on the pole.

KEY PROVISIONS OF AGREEMENT:
Regarding the agreement, important provisions include but are not limited to the following:
1. Defining the application process for getting onto a Brookfield pole and what needs to be done before a permit will be issued;
2. Establishing a 5-year term with optional extensions;
3. Relocation and/or removal of the equipment and the terms that will cover relocation requested by the Village; and
4. The electrical component of the installation and payment of the electricity needed for the small cell equipment.

The agreement would result in a permit application fee of $650 (if co-located on an existing municipal pole) and annual license fee of $200 per pole, pursuant to state law and Ordinance 2018-62. Additionally, the agreement covers the necessary insurance required by the Licensee to install and maintain the equipment on Brookfield property.

The scope of the agreement covers any light pole within Brookfield that AT&T may apply to collocate on. The License Supplement (the exhibit at the end of the agreement) will be the site-specific part of the agreement that, going forward, will have to be separately signed for each specific site in Brookfield. AT&T and its 3rd party SAC intends to pursue a License Supplement for the location on 47th in early 2019.

ATTACHMENTS:
1. SAC Presentation on Behalf of AT&T
2. Location of Equipment
3. Draft Lease Agreement

STAFF RECOMMENDATION:
Village staff recommends the Village of Brookfield Committee of the Whole review and discuss the agreement.

REQUESTED COURSE OF ACTION:
Discuss and request the finalized draft of an ordinance to authorize and approve the agreement.
ATTACHMENT 1:
SAC Presentation on Behalf of AT&T
AT&T Mobility

Small Cells in Illinois

– Macro Site Design
– Small Cell Design
– Small Cell Pictures
Current Typical MACRO Tower & Rooftop

- eNodeB (BBU) Located at site in Hut or Cabinet
- Radio & Antenna
Typical Small Cell Design – Street Light

- Antenna
- Radio in Shroud
- eNodeB (BBU) located in Hub up to 6 miles of fiber
Small Cells Deployment

- Small Cells supplement the Macro Network
- Assist in providing service to Hot Spots where people congregate; shopping areas, medical facilities, sport venues, parks; etc.
- Improve service where signal is shadowed from structures.
- May increase speeds by having the antenna closer to the user handset.
- May defer macro expansions.
Utility Pole Examples
ATTACHMENT 2:

Location of Equipment
Location of Small Cell Equipment

| Location | 41.805552, -87.849245 |
ATTACHMENT 3:

Draft Lease Agreement
MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (the “Agreement”) made this _____ day of ______________, 2018 between the Village of Brookfield, an Illinois municipal corporation, hereinafter designated LICENSOR, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, with its principal offices at 575 Morosgo Drive NE, Atlanta, GA 30324, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH

WHEREAS, LICENSOR is the owner of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR’s utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Article VIII entitled “Small Wireless Facility Construction in Rights-of-Way” of Chapter 46 entitled “Streets, Sidewalks and Rights-of-Way” of the Brookfield Village Code, as now or hereafter amended (“Article VIII”), shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, et. seq. and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (“Supplement”), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas, and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.
NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1) **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the “Premises”, for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE’s small wireless facilities. The LICENSOR’s utility poles, wireless support structures and other poles and towers located in the public right-of-way are hereinafter referred to as “poles” and the entirety of the LICENSOR’s property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR. Any installation of such electric, telephone, cable or fiber utility sources shall be subject to the permit requirements of Article VII.

2) **LICENSE APPLICATION.** For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a supplemental license and required permits that includes:

   a) Site specific structural integrity and, for a municipal utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

   b) The location where each proposed small wireless facility or utility pole would be installed, and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This shall include a photo simulated depiction of the completed facility;

   c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed, to include dimensional details of small wireless facilities and mounting hardware used to attach equipment to the utility pole or small wireless support structure;

   d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

   e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
f) Certification that the collocation complies with the Collocation Requirements and Conditions stated in Section 46-449 of the Brookfield Village Code, to the best of the applicant’s knowledge;

g) A Concealment Element Plan, if required by Section 46-458 of the Brookfield Village Code;

h) All other documentation and materials identified in Section 46-426 of the Brookfield Village Code; and

i) The application fee due.

3) **APPLICATION FEES.** Each permit application shall be accompanied by the applicable application fees as set forth in Article VIII.

4) **REQUIREMENTS.**

a) LICENSEE’s operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency’s communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC’s regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the pole’s existing height.

c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.

d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted and otherwise comply, to the extent applicable, with Section 46-458 of the Brookfield Village Code. LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed, as required by Section 46-437 of the Brookfield Village Code.
f) LICENSEE shall comply with all generally applicable terms and conditions of Article VII entitled “Utility Construction in Rights-of-Way” of Chapter 46 entitled “Streets, Sidewalks and Rights-of-Way” of the Brookfield Village Code, as now or hereafter amended (“Article VII”), in regards to construction of utility facilities.

g) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

h) LICENSEE shall comply with applicable spacing requirements in Article VII concerning the location of ground-mounted equipment located in the right-of-way.

i) LICENSEE shall, to the extent applicable, comply with the Brookfield Village Code, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities.

j) LICENSEE shall, to the extent applicable, comply with Article VII for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with the Small Wireless Facilities Deployment Act, 50 ILCS 835/1 et seq. (the “SWFD Act”), and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

k) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with applicable restrictions identified in the Brookfield Village Code, as now or hereafter amended, for work involving the top of the pole. For purposes of this subparagraph, the terms “communications space”, “communication worker safety zone”, and “electric supply zone” have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

l) LICENSEE shall comply with all generally applicable ordinances, rules, and provisions contained in the Brookfield Village Code that concern public safety.

m) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

n) LICENSEE shall comply with any design or concealment measures in a historic district or historic landmark as may be stated by generally applicable ordinance or in Section 13 entitled “Stealth, Concealment and Aesthetic Standards” of Article VIII.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE’s technology. Such design and concealment measures shall not be considered a part of the small wireless facility for
purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR’s enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 et seq. and the regulations adopted to implement those laws.

5) **APPLICATION PROCESS.** LICENSOR shall process applications in accordance with Article VIII to the extent consistent with the SWFD Act.

6) **DURATION OF LICENSE AND SUPPLEMENTS.** The term of this Agreement and the initial Supplement shall be for a period of five (5) years, and the Agreement and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the provisions and regulations in Article VIII. Each additional Supplement shall be effective as of the date of execution by both Parties (the “Effective Date”), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the “Commencement Date”). If the Small Wireless Facilities Deployment Act, 50 ILCS 835/1 et seq., is repealed as provided in Section 90 therein, renewals of permits shall be subject to the LICENSOR’s code provisions or regulations in effect at the end of the then current term.

7) **EXTENSIONS.** Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the “Term”. Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

8) **LICENSE FEE.** LICENSEE shall pay a License Fee to LICENSOR for each facility installed on LICENSOR’s Premises (the “License Fee”). Payment of the License Fee by the LICENSEE shall commence and be due at a total annual amount as set forth in each Supplement to extent consistent with the SWFD Act, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR. LICENSOR and LICENSEE acknowledge and agree that the initial License Fee payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. License Fees for the use of any pole pursuant to this Agreement, shall be an annual fee of Two Hundred Dollars ($200.00) per each wireless facility which LICENSEE attaches to LICENSOR’s Pole. Thereafter, License Fees will be due at each anniversary of the “Commencement Date” of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay License Fees by electronic funds transfer, and, in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

9) **OBsolescence, Abandonment, and Removal.** Any small wireless facility that is no longer needed or is not operational shall be reported immediately by the LICENSEE to the Village Manager. Any obsolete or nonoperational small wireless facilities shall be removed
within ninety (90) days following notice to the LICENSOR.

ABANDONMENT—A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The LICENSEE shall remove the small wireless facility within ninety (90) days after receipt of written notice from the LICENSOR notifying the LICENSEE of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the LICENSOR to the LICENSEE at the last known address of the LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, the LICENSOR may remove or cause the removal of such facility at the sole cost and expense of the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

10) CONDITION OF PREMISES. Where the Premises include one or more poles, LICENSOR covenants that it will keep the poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days of any notification to LICENSOR, the LICENSEE shall have the right to cease annual license payments for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE’s sole remedy with regard to LICENSOR’s obligations under this Section.

11) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communication needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants’ fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE’s sole cost and expense.

12) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Article VIII, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR’s utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants’ fees and expenses.
13) **NO AERIAL FACILITIES.** For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE’s sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR’s utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR’s utility pole at LICENSEE’s sole cost and expense.

14) **GENERAL RESTRICTIONS.** In the event LICENSOR, in its reasonable discretion, deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location (“Alternative Premises”). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

15) **ELECTRICAL.** LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE’s expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE’s equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE’s expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE’s expense, which shall monitor LICENSEE’s utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE’s utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

16) **TEMPORARY POWER.** LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
17) **USE: GOVERNMENTAL APPROVALS.** LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with each Supplement hereto. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining, after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or County authority, or the LICENSOR, as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 22 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All License Fees paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of License Fees to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this paragraph, LICENSEE shall continue to be liable for all License Fee payments to the LICENSOR until all equipment is removed from the Property.

18) **INSURANCE.** LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way as set forth in Article VII. LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE’s or its affiliated parent’s financial ability to self-insure the insurance coverage and limits required by LICENSOR.

19) **INDEMNIFICATION.** LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR’s improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement or the SWFD Act. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.
20) **REMOVAL AT END OF TERM.** LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay License Fees at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

21) **RIGHTS UPON SALE.** Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE’s rights hereunder and under the terms of the Supplement.

22) **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**LICENSOR:**

Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

Copy to:  
Mr. Richard J. Ramello  
Village Attorney  
Village of Brookfield  
9501 W. Devon Avenue, Suite 800  
Rosemont, IL 60018

**LICENSEE:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324  
Re: Wireless Installation on Public Structures Brookfield, IL  
Fixed Asset #
in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department, Network Operations  
Re: Wireless Installation on Public Structures Brookfield, IL  
Fixed Asset #  
208 S. Akard Street  
Dallas, TX 75202-4206

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days’ prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE’s operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the License Fees shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE’s use of the Premises is impaired.

24) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to ninety (90) days based on circumstances.

25) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation on the defaulting Party’s behalf, including but not limited to the obtaining of
reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

26) **APPLICABLE LAWS.** During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively “Laws”). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE’s sole cost and expense, comply with (a) all Laws relating solely to LICENSEE’s specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR’s obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

27) **BOND.** LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of Ten Thousand Dollars ($10,000.00) per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than ninety (90) days after License Fee payment has ceased and Licensee has failed to remove the equipment. Such funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.

28) **MISCELLANEOUS.** This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed, interpreted, construed and regulated by the laws of the state of Illinois.

29) **EXECUTION IN COUNTERPARTS.** This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

30) **AUTHORIZATION.** LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

31) **CERTIFICATIONS.** At the time of the execution of this Agreement, LICENSEE shall warrant, execute and deliver to the LICENSOR the LICENSEE’s Certifications attached hereto as Exhibit B and made a part hereof by reference. Any affiliated entity seeking to enter into a Supplement, or to operate under any authority granted by this Agreement or Supplement shall
likewise warrant, execute and deliver to the LICENSOR the LICENSEE’s Certifications attached hereto as Exhibit B.
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:
VILLAGE OF BROOKFIELD,
an Illinois Municipal Corporation

By: _____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

LICENSEE:
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation, its Manager

By: _____________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________
This License Supplement (Supplement) is made this ___ day of ______, ______, between the Village of Brookfield, an Illinois municipal corporation (LICENSOR), and ____________________________, whose principal place of business is ____________________________ (LICENSEE).

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Brookfield and ____________________________, dated __________, 20__, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. The Property owned by LICENSOR is located at _____________________________. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit “1” attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 6 of the Agreement.

4. Consideration. License Fees under this Supplement shall be Two Hundred Dollars ($200.00) per year, payable to LICENSOR at 8820 Brookfield Avenue, Brookfield, Illinois 60513. Thereafter, License Fees will be due at each annual anniversary of the “Commencement Date” of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. Site Specific Terms. (Include any site-specific terms)
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR:
VILLAGE OF BROOKFIELD,
an Illinois Municipal Corporation

By: _____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

LICENSEE:
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation, its Manager

By: _____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________
EXHIBIT 1
Premises

<table>
<thead>
<tr>
<th>Location</th>
<th>41.805552, -87.849245</th>
</tr>
</thead>
</table>
EXHIBIT B
LICENSEE’S CERTIFICATIONS

The assurances hereinafter made by the Licensee are each a material representation of fact upon which reliance is placed by the Village of Brookfield, Illinois, in entering into the contract with the Licensee. The Village of Brookfield, Illinois, may terminate the Master Pole Attachment Agreement and any Supplement thereto if it is later determined that the Licensee rendered a false or erroneous assurance.

I, __________________________, hereby certify that I am the __________________ of __________________________ (the “Licensee”) and as such, hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Licensee and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and

(C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Licensee hereby represents and warrants to the Village, that:

(A) the Licensee has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.);

(B) the Licensee has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.);

(C) the Licensee has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 5701 et seq.);

(D) the Licensee, pursuant to 30 ILCS 580/1 et seq. (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

   (1) Publishing a statement:

      a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Licensee’s workplace;
b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will:

   i. Abide by the terms of the statement;

   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;

   b. the Licensee’s policy of maintaining a drug-free workplace;

   c. any available drug counseling, rehabilitation, and employee assistance program; and

   d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph (D)(1)c from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) During the performance of the Agreement, the Licensee shall:
(1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform any term of the Agreement or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Licensee’s obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights’ Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Licensee in its efforts to comply with such Act and Rules and Regulations, the Licensee will promptly so notify the Illinois Department of Human Rights and the Licensor and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Licensor, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(6) Permit access to all relevant books, records, accounts and work sites by personnel of the Licensor and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(7) Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed so that such provisions of the Agreement will be binding upon such SubContractor. In the same manner as with other provisions of the Agreement, the Licensee will be liable for compliance with applicable provisions of this clause by such SubContractor; and further it will promptly notify the Licensor and the Illinois Department of Human Rights.
Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Licensee will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(F) the Licensee, at the time the Licensee submitted entered onto this agreement, lease, or license, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Licensee in violation of Brookfield Village Code;

(H) the Licensee has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2 of the Brookfield Village Code;

(I) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Licensee is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act;

(J) neither the Licensee nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Licensee is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Licensee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

(K) the Licensee acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to work performed in connection with this agreement are considered a public record of the Village; and therefore, the Licensee shall review its records and promptly
produce to the Village any records in the Licensee’s possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Licensee shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

(L) Licensee shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Licensee shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods). obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding Ten Thousand Dollars ($10,000.00) which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files; and

(M) Licensee shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

If any certification made by the Licensee changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Licensee shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: ___________________, 2019    Licensee:____________________________________

________________________________________    By:________________________________________

________________________________________    (Title or Office)

STATE OF ________________________________

______________________ ss.

COUNTY OF ____________________________
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____________________________________________ known to me to be the __________________________ of______________________________________________, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: ________________, 2019

_________________________________________
Notary Public
January 3, 2019

Mr. Tim Wiberg
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2019 Street Improvements Project
    Broadway Avenue Street Lighting Improvements
    Preliminary Estimate of Costs

Dear Tim:

When we met with staff to discuss the 2019 Street Improvements Project, we were requested to provide estimates of cost for options for replacing the existing street lighting on Broadway Avenue. The existing lighting system is at least 40 years old and consists of concrete light poles with old “highway style” luminaires.

We have provided an estimate of costs for the following two options.

**Option A – Decorative Roadway Light Poles and Fixtures in the Median**

This option would include removing the existing light poles and installing new decorative roadway lighting poles, wiring, handholes, a control cabinet, and other appurtenances. The poles would be installed at an approximate spacing of 100’.

Our Preliminary Estimate of Costs for this option is:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$339,100.00</td>
</tr>
<tr>
<td>Engineering</td>
<td>$41,500.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$380,600.00</strong></td>
</tr>
</tbody>
</table>
Option B – Decorative Roadway Light Poles with Roadway and Pedestrian Fixtures on Each Side of Street

This option would include removing the existing light poles in the median and restoring these areas with brick pavers to match the existing brick pavers in the median. New decorative roadway lighting poles with pedestrian lighting would be installed within the north and south parkway of Broadway Avenue. The estimate of costs also includes the installation of wiring, handholes, a control cabinet, and other appurtenances. The poles would be installed at an approximate spacing of 100’.

Our Preliminary Estimate of Costs for this option is:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$534,800.00</td>
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<tr>
<td>Engineering</td>
<td>$65,200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$600,000.00</strong></td>
</tr>
</tbody>
</table>

If approved, we would recommend that these improvements be included in the scope of work of the 2019 Street Improvements Project. We have included an Exhibit showing an example of the 2 types of light poles and fixtures.

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

[Signature]
Derick Treichel, P.E., CFM

cc: Mr. Robert Hartnett, Interim Public Works Director
OPTION A - DECORATIVE ROADWAY LIGHT POLES AND FIXTURES IN THE MEDIAN
OPTION B - DECORATIVE ROADWAY LIGHT POLES WITH ROADWAY AND PEDESTRIAN FIXTURES ON EACH SIDE OF STREET
January 7, 2019

Mr. Tim Wiberg  
Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

Re: 2019 Street Improvements Project  
Water Main Improvements  
Preliminary Estimate of Costs

Dear Tim:

Public works staff reviewed the streets being improved as part of the 2019 Street Improvements and has recommended that the existing 6” water main on Vernon Avenue from 31st Street to 29th Street be replaced. This recommendation is based on a history of recent water main breaks and the observed condition of the existing pipe when these water main breaks were repaired. They feel that based upon the observed condition of the water main, it is likely that this section of water main will continue to experience breaks in the future.

Public works staff also recommended that the following 2 sections of water main be considered for replacement. These 2 sections of water main are not located on streets being improved in 2019 or scheduled to be improved with referendum funds.

1. Existing 6” water main on 26th Place from Maple Avenue to Forest View Road
2. Existing 6” water main on Oak Avenue from Shields Avenue to Ogden Avenue

Scope of Improvements

The general scope of work would include:

- Installing new 8’ ductile iron water main (typically beneath the sidewalk)
- Abandoning the existing 6” water main in place
- Installing new 1’ copper water services to all adjacent properties from the new water main to a new b-box
- Installing fire hydrants, valves, and valve vaults
- Installing a new 5’ wide public sidewalk on the side of the street where the new water main is installed
- Replacing damaged sections of driveway aprons with concrete driveway pavement
- Restoring damaged areas of the parkway with topsoil and sod
Preliminary Estimate of Costs

The following are our preliminary estimates of cost for each section of water main replacement.

**Vernon Avenue (29th Street to 31st Street)**

<table>
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<th>Cost</th>
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<tbody>
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<td>Construction</td>
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<tr>
<td>Engineering</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$437,000.00</strong></td>
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</table>

**26th Place (Maple Avenue to Forest View Road)**

<table>
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<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Construction</td>
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<tr>
<td>Engineering</td>
<td>$ 52,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$397,000.00</strong></td>
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**Oak Avenue (Shields Avenue to Ogden Avenue)**

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
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<tr>
<td>Engineering</td>
<td>$ 65,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$500,000.00</strong></td>
</tr>
</tbody>
</table>

If approved, we would recommend that these improvements be included in the scope of work of the 2019 Street Improvements Project.

We have included an Exhibit showing the streets being improved as part of the 2019 Street Improvements and the locations of the 3 sections of water main replacement.

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

**EDWIN HANCOCK ENGINEERING CO.**

Derek Treichel, P.E., CFM

cc: Mr. Robert Hartnett, Interim Public Works Director
VILLAGE OF BROOKFIELD
2019 STREET IMPROVEMENTS PROJECT

LEGEND
- Streets to be improved in 2019
- Proposed water main improvements

HANCOCK ENGINEERING
COMMITTEE ITEM MEMO

ITEM: Recommended Text Amendment for C-3 Zoning District (PZC Case 18-12)

COMMITTEE DATE: January 14, 2019

PREPARED BY: Nicholas Greifer, Director of Community & Economic Development

PURPOSE: To Clarify C-3 Uses in Pedestrian-Oriented Commercial Shopping Areas

BUDGET AMOUNT: N/A

BACKGROUND:
The Village of Brookfield filed an application for a text amendment (PZC Case 18-12) that would result in changes to the C-3 Zoning District Table of Allowed Uses (the “Table”). The Table establishes specific uses for each category of business or entity, including assembly.

The Village as applicant requests a revision to Chapter 62 of the Code of Ordinances of the Village of Brookfield, IL to define permissible uses within the C-3 Zoning District. The general intent is to further the existing C-3 goal which is “to provide for the development of a concentrated pedestrian oriented commercial shopping area. This type of district provides a symbiotic relationship with public transportation and public services in the immediate vicinity. This district is intended to encourage the preservation of the historic characteristics of the district while encouraging the establishment of planned commercial and residential development.”

With the appointment of a new Village Manager in September 2018, additional review of the proposed text amendment was conducted. The Village application was then resubmitted to the Planning & Zoning Commission on December 15, 2018 (see Attachments 1 and 2). After PZC deliberation (refer to Attachment 3), the Commission adopted an advisory recommendation in favor of the C-3 text amendment with an amendment to create a new “Culture and Entertainment” subcategory in C-3 and other districts (see Attachment 4).

ATTACHMENTS:
1. PZC Application
2. PZC Staff Report
3. Minutes
4. Proposed C-3 Text Amendment

STAFF RECOMMENDATION:
Village staff recommends the Village of Brookfield Committee of the Whole review the attached ordinance for subsequent action by the Board of Trustees.

REQUESTED COURSE OF ACTION:
Review and discussion of ordinance.
**Applicant Information:**

1. Name and Phone Number of contact person for application process
   - Corporate Authorities of the Village of Brookfield
   - (708) 485-7344

2. Petitioner’s Name
   - Corporate Authorities of the Village of Brookfield
3. Petitioner’s Address
   - 8820 Brookfield Avenue, Brookfield, Illinois
4. Phone Number
   - same
5. Email Address
   - n/a
6. Fax Number
   - (708) 485-4971
7. Owner of Record Name
   - n/a
8. Owner of Record Address
   - n/a

**Property Information:**

9. Common Street Address
   - n/a
10. Legal Description
    - n/a

11. Permanent Tax Index Number
    - n/a
12. When did the owner acquire the property?
    - n/a

13. Is the petitioner in the process of purchasing/leasing the property? Yes____ No____
    - If so, is the purchase/lease contingent on approval of the map amendment? Yes____ No____
14. Is your property use presently (check one): Conforming _____ Non-conforming _____
15. If the property is a non-conforming use, please explain: ____________________________

16. Surrounding Zoning and Land Use:

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North A, A-1, B and B-2; C-3</td>
<td>Single and Multiple-family residential uses; commercial uses</td>
</tr>
<tr>
<td>South A, A-1, and B; C-3</td>
<td>Single and Multiple-family residential uses, commercial uses</td>
</tr>
<tr>
<td>East A, A-1, and B; C-3</td>
<td>Single and Multiple-family residential uses; commercial uses</td>
</tr>
<tr>
<td>West A, A-1, B and B-2; C-3</td>
<td>Single and Multiple-family residential uses; commercial uses</td>
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</tbody>
</table>
17. What is the Zoning Classification of the subject property? __C-3 Centralized Commercial District

18. What is the requested text amendment and why? (Please attach another sheet if necessary)
Please see requested text amendment attached

Please note that additional information may be required upon staff review.

Any person who shall knowingly make or cause to be made, or conspire, combine, aid or assist in, agree to, arrange for, or in any way procure the making of a false or fraudulent application, affidavit, certificate, or statement, shall be guilty of a misdemeanor as provided by statute by the State of Illinois.

_________________________________________  ___________
Petitioners Signature  Date
Requested Text Amendment

The Village of Brookfield proposes to amend the Table of Allowed Uses contained in Section 62.30 entitled "Other Use Category" of Article I entitled “In General” of Chapter 62 entitled "Zoning" of the Village Code of Brookfield, Illinois, by prohibiting certain uses in the C-3 district and to read as follows:

Sec. 62-30. - Other use category.

...
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<td>Library or Cultural Exhibit</td>
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<td>Parks and Recreation</td>
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<td><strong>Utilities and Public Service Facility</strong></td>
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**COMMERCIAL**

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<tr>
<th>Animal Service</th>
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<td>Boarding or Shelter</td>
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<td>Grooming</td>
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<td>Veterinary</td>
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<table>
<thead>
<tr>
<th>Assembly and Entertainment</th>
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<td>Indoor</td>
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<td>Outdoor</td>
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<td>Religious Assembly</td>
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<tr>
<td>Service Category</td>
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<td>------------------------------------------</td>
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<tr>
<td>Broadcast or Recording Studio</td>
</tr>
<tr>
<td>Fraternal Organization</td>
</tr>
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<td></td>
</tr>
<tr>
<td><strong>Commercial Service</strong></td>
</tr>
<tr>
<td>Building service (no outdoor storage)</td>
</tr>
<tr>
<td>Business support service</td>
</tr>
<tr>
<td>Consumer maintenance and repair service</td>
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<tr>
<td>Personal improvement service</td>
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<td>Research service</td>
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<tr>
<td><strong>Eating and Drinking Establishments</strong></td>
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<td>Bar</td>
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<td>Prepared food shop</td>
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<tr>
<td>Take-out restaurant</td>
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<td>Sit-down restaurant</td>
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<td>Financial Services (except as indicated below)</td>
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<td>Personal credit establishment</td>
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<td>Fraternal Organization</td>
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<tr>
<td>Funeral or Mortuary Service</td>
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<tr>
<td>Lodging</td>
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<tr>
<td><strong>Office</strong></td>
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<tr>
<td>Business or professional office</td>
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<tr>
<td>Medical, dental or health practitioner office</td>
</tr>
<tr>
<td>Parking, Non-accessory</td>
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</tbody>
</table>

**Retail Sales**

| Building supplies | S | — | — | — | — | — | P |
| Durable goods | P | P | P | P | — | S | — |
| Nondurable goods | P | P | P | P | — | S | P |
| Self-service Storage Facility | S | — | — | — | — | — | P |
| Studio, Artist or Instructional Service | P | P | P | P | — | — | — |
| Trade School | P | S | — | — | — | — | — |

**Vehicle Sales and Service**

| Commercial vehicle repair/maintenance | — | — | — | — | — | — | S | P |
| Commercial vehicle sales and rentals | — | — | — | — | — | — | P | — |
| Fueling station | P | — | S | P | — | S | P | — |
| Personal vehicle repair and maintenance | P | — | — | — | — | S | P | — |
| Personal vehicle sales and rentals | P | — | — | — | — | — | S | — |
| Vehicle body and paint finishing shop | S | — | — | — | S | P | — |
| **WHOLESALE, DISTRIBUTION and STORAGE** |
|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|
| Equipment and Material Storage |   |   |   |   |   |   | P  |
| Junk, Salvage or Impound Yard   |   |   |   |   |   | S  |   |
| Trucking and Transportation Terminal |   |   |   |   |   | S  |   |
| Warehouse                      | S  |   |   |   |   | P  |   |
| Wholesale and Distribution     |   |   |   |   |   | P  |   |

| **INDUSTRIAL** |
|-----------------|-----|-----|-----|-----|-----|-----|-----|
| Low-impact Manufacturing and Industry |   |   |   |   |   | S  | P  |
| Moderate-impact Manufacturing and Industry |   |   |   |   |   |   | S  |
| High-impact Manufacturing and Industry     |   |   |   |   |   |   | S  |

| **RECYCLING** |
|-----------------|-----|-----|-----|-----|-----|-----|-----|
| Consumer Materials Drop-off Station     |   |   |   |   |   | S  | S  |
| Consumer Materials Processing            |   |   |   |   |   |   | S  |

| **AGRICULTURAL** |
|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|
| Community Garden                                      | P  | P  | P  | P  | P  | P  | P  | P  |
| Greenhouse or Nursery                                  | P  | P  | P  | P  | P  | P  | P  |   |

| **OTHER** |
|--------------------------------------------------------------------------|------|------|------|------|------|------|------|
| Drive-in or Drive-through Facility (as a Component of an allowed principal use) | P    | S    | S    | P    | —    | —    | —    |
| Medical Cannabis Cultivation Center                                     |      |      |      |      |      |      |      |
| Medical Cannabis Dispensing Facility                                    |      |      |      |      |      |      |      |
| Sexually Oriented Business                                              |      |      |      |      |      |      |      |
| Zoo                                                                      | —    | —    | —    | —    | —    | —    | —    |
TO: The Village of Brookfield Planning and Zoning Commission

HEARING DATE: December 13, 2018

FROM: Village of Brookfield Community & Economic Development Department

PREPARED BY: Nicholas Greifer, Director of Community & Economic Development

TITLE

PZC 18-12 – Text Amendment to Amend the C-3 Zoning District; Define permissible uses within the C-3 Zoning Districts, as contained in Section 62 of the Village Code of Ordinances.

GENERAL INFORMATION

APPLICANT: Village of Brookfield, Illinois
Represented by: Nicholas Greifer
Community and Economic Development Director
8820 Brookfield Avenue
Brookfield, Illinois 60513

APPLICATION/NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements.

PROPERTY INFORMATION

EXISTING ZONING: N/A
EXISTING LAND USE: N/A
PROPERTY SIZE: N/A
PINs: N/A
ANALYSIS

SUBMITTALS
This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for Text Amendment;
2. Certification of Legal Notice Published November 21, 2018 in the Riverside-Brookfield Landmark;

BACKGROUND
Periodically, the Village updates the zoning code (Chapter 62 of the Code of Ordinances) to implement best practices in land use/planning and to reflect current legal standards. On April 23, 2018, the Village Board of Trustees established a temporary moratorium on map amendments, text amendments and special permits in C-3 and certain Station Area (SA) districts, providing time for Village staff and legal advisors to study potential amendments. The moratorium was subsequently extended by the Village Board.

DESCRIPTION
The Village as applicant requests a revision to Chapter 62 of the Code of Ordinances of the Village of Brookfield, IL to define permissible uses within the C-3 Zoning District. The general intent is to further the existing C-3 goal which is “to provide for the development of a concentrated pedestrian oriented commercial shopping area. This type of district provides a symbiotic relationship with public transportation and public services in the immediate vicinity. This district is intended to encourage the preservation of the historic characteristics of the district while encouraging the establishment of planned commercial and residential development.”

At the hearing, the Village will provide additional information about the amendatory language requested for PZC review.

ZONING
This text amendment would amend the permitted uses in the C-3 Centralized Commercial Districts, including, but not limited to, assembly uses within C-3. This includes providing a consistent treatment of assembly uses within the C-3 district.

PUBLIC COMMENT
No public comments has been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted will be presented at the Planning and Zoning Commission public hearing.

DISCUSSION
The goal of the text amendment is to establish clear language for the permitted uses within a C-3 district (i.e., the Table of Allowed Uses in Section 62-30). By providing a clear, consistent Table of Allowed Uses, zoning and building officials in the Community & Economic Development Department can more effectively and consistently carry out enforcement duties.

RECOMMENDATIONS
Based on the analysis above, Village staff believe the proposed text amendment should be approved. The Planning and Zoning Commission should discuss and determine whether the requested text amendment should be recommended for approval when presented to the Village Board of Trustees.
The Planning and Zoning Commission may adopt the Findings of Fact as represented in this staff report as their own or may vote to amend.

Staff Report Approved By:

Nicholas W. Greifer  
Village of Brookfield  
Community and Economic Development Director
VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513  

JOURNAL OF THE PROCEEDINGS OF THE  
PLANNING AND ZONING COMMISSION  

HELD ON THURSDAY, DECEMBER 13, 2018  
IN THE BROOKFIELD VILLAGE HALL  

MEMBERS PRESENT:  
Chairman: Charles Grund  
Commissioners: Jennifer Hendricks; Christopher Straka; Mark Weber; Pat Benjamin; and Todd Svoboda  

MEMBERS ABSENT:  
Commissioner: Karen Ann Miller  

ALSO PRESENT:  
Nicole Gilhooley, Village Trustee  
Tim Wiberg, Village Manager  
Nicholas Greifer, Director of Community & Economic Development  

On Thursday, December 13, 2018, Chairman Grund called the meeting of the Planning and Zoning Commission to order at approximately 7:00 P.M. Secretary Weber conducted the roll call.  

Staff Update  
Director of Community & Economic Development Nicholas Greifer reported that the Village Board had adopted an ordinance enacting variances for 3704 Grand Boulevard. The ordinance contained provisions for a “green roof” that would follow best practices as established by national or regional associations such as the American Society of Landscape Architects.  

Public Hearings  
PZC Case 18-12 – Text Amendment for C-3 Commercial Zoning District  
Motion to open the public hearing by Commissioner Straka, seconded by Commissioner Benjamin. Motion carries unanimously. The public is sworn in.  

STAFF REPORT: Director of Community & Economic Development Nicholas Greifer gave a presentation concerning the C-3 Zoning District text amendment. In summary, the text amendment provisions would limit assembly uses in the Village, specifically by prohibiting said uses in the C-3 zoning district. This includes indoor assembly, outdoor assembly, religious assembly, fraternal organization assembly and other assembly uses.
APPLICANT PRESENTATION: Mr. Greifer provided a presentation which is attached to the minutes herein.

PUBLIC COMMENT: One resident, Mark McCann of 3510 Park, Brookfield IL, testified. He spoke in favor of the proposed text amendment.

Motion to close the public hearing by Commissioner Svoboda, seconded by Commissioner Straka. Motion carries unanimously.

COMMISSIONER DELIBERATION:
PZC Chairman Grund and Commissioners reviewed the staff report and the recommendation for the text amendment. Commissioner Hendricks expressed concern about “entertainment” being lumped in with assembly uses. She urged that a new subcategory of C-3 uses be created to allow for a distinct grouping of uses to be labeled “Culture and Entertainment.”

After deliberation on the wording of the amendment, it was motioned to approve the proposed C-3 text amendment as originally proposed in the Text Amendment Application with a further amendment to allow for Culture and Entertainment uses. The uses (e.g., arcades) were to be defined by staff prior to Village Board consideration. The amended motion was proposed by Commissioner Benjamin, seconded by Hendricks. The motion carried 4-2, with Commissioners Hendricks and Straka voting no.

New Business
No new business.

Old Business
No old business

Adjournment
At approximately 7:30 p.m. there was a motion made by Commissioner Svoboda to adjourn, seconded by Commissioner Straka. Motion carries, unanimously.

Charles Grund
Chairman
Planning & Zoning Commission
Village of Brookfield
Brookfield, Illinois

/ls

PZC 12/13/18  2 of 2
The Village of Brookfield proposes to amend the Table of Allowed Uses contained in Section 62.30 entitled "Other Use Category" of Article I entitled “In General” of Chapter 62 entitled "Zoning" of the Village Code of Brookfield, Illinois, by prohibiting certain uses in the C-3 district and to read as follows:

Sec. 62-30. - Other use category.

Table of Allowed Uses

<table>
<thead>
<tr>
<th>USE CATEGORY</th>
<th>ZONING DISTRICTS</th>
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<tr>
<td>Use Subcategory Specific Use Type</td>
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Household Living

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<th>C-6</th>
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<td>Single-family detached</td>
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PUBLIC, CIVIC AND INSTITUTIONAL

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**Utilities and Public Service Facility**

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**COMMERCIAL**

**Animal Service**

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<tr>
<td>Boarding or Shelter</td>
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<td>Grooming</td>
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**Assembly and Entertainment**

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<td>Outdoor</td>
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<td>Broadcast or Recording Studio</td>
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<td>Fraternal Organization</td>
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**Culture and Entertainment**

| Arcade | P | P | P | S | S | S | P | S |
| Broadcast or Recording Studio | P | P | P | S | S | S | P | S |

**Commercial Service**

| Building service (no outdoor storage) | P | S | P | P | P | P | P | — |
| Business support service | P | P | P | P | P | — | S | — |
| Consumer maintenance and repair service | P | P | P | P | P | P | — | — |
| Personal improvement service | P | P | P | P | P | P | P | — |
| Research service | P | S | P | P | P | P | — | — |

**Eating and Drinking Establishments**

<p>| Bar | P | S | P | P | — | S | — | — |
| Prepared food shop | P | P | P | P | — | P | — | — |
| Take-out restaurant | P | P | P | P | — | P | — | — |
| Sit-down restaurant | P | P | P | P | — | P | — | — |
| Financial Services (except as indicated below) | P | S | P | P | — | — | — | — |
| Personal credit establishment | — | S | S | P | — | — | — | — |
| Fraternal Organization | S | P | S | P | — | — | P | — |</p>
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<th>Service Type</th>
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<td>Funeral or Mortuary Service</td>
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<td>Lodging</td>
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<td>Business or professional office</td>
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<td>Medical, dental or health practitioner office</td>
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<td>Parking, Non-accessory</td>
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<td><strong>Retail Sales</strong></td>
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<td>Building supplies</td>
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<td>Durable goods</td>
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<td>Nondurable goods</td>
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<td>Self-service Storage Facility</td>
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<td>Studio, Artist or Instructional Service</td>
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<td>Trade School</td>
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<td><strong>Vehicle Sales and Service</strong></td>
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<td>Commercial vehicle repair/maintenance</td>
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<td>Commercial vehicle sales and rentals</td>
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<td>Fueling station</td>
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<td>Personal vehicle repair and maintenance</td>
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<td>Personal vehicle sales and rentals</td>
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<td>Vehicle body and paint finishing shop</td>
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**WHOLESALE, DISTRIBUTION and STORAGE**

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<th>Equipment and Material Storage</th>
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<td>Junk, Salvage or Impound Yard</td>
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<td>Trucking and Transportation Terminal</td>
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<td>Warehouse</td>
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<td>Wholesale and Distribution</td>
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**INDUSTRIAL**

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<th>Low-impact Manufacturing and Industry</th>
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<td>Moderate-impact Manufacturing and Industry</td>
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<td>High-impact Manufacturing and Industry</td>
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**RECYCLING**

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<th>Consumer Materials Drop-off Station</th>
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<td>Consumer Materials Processing</td>
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**AGRICULTURAL**

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<th>Community Garden</th>
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<td>Activity</td>
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<td>Drive-in or Drive-through Facility (as a Component of an allowed principal use)</td>
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<td>Medical Cannabis Cultivation Center</td>
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<td>Medical Cannabis Dispensing Facility</td>
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<td>Sexually Oriented Business</td>
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ITEM: Congress Park Redevelopment Concepts
COMMITTEE DATE: January 14, 2019
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development
PURPOSE: To Discuss 2019 Strategy for Congress Park in the Context of the New Comprehensive Plan
BUDGET AMOUNT: To Be Determined

BACKGROUND:
In 2018, the Village took concerted efforts to redevelop the former bowling alley, with demolition now scheduled to take place soon (demo bids due 1/22/19). To kick off the new year and begin implementation of the new Comprehensive Plan, staff seeks to turn attention to Congress Park by convening a workshop discussion with Village Trustees regarding the vision for the Congress Park redevelopment site and the specific tools/options that would implement that vision.

Village staff will prepare a Powerpoint presentation to elaborate on the points in this memorandum.

KEY COMPREHENSIVE PLAN PROVISIONS REGARDING CONGRESS PARK:

In the past 3 months there has been a great deal of expressed interest in the Congress Park site, with Village staff meeting with a variety of developers and real estate investors and receiving “pitches” for redevelopment concepts -- including residential multi-family, residential townhomes, mixed use and retail. The question that has been asked is: “What type of development does the Village want at Congress Park?” The high-level response to the developers is that the Village seeks a redevelopment project that meets several goals:

- Helping us execute the Comprehensive Plan (see below);
- Complying with the Zoning Modernization ordinance, especially standards for quality construction;
- Balancing parking needs of new users with the parking demands of current Metra commuters;
- Finding a project that passes the market test (one that can get bank financing and be leased) while meeting Village goals; and
- Using the project to advance, in one agreement, a strategy for redeveloping both the Ogden frontage and the site set back from the frontage.

Regarding the first point about the Comprehensive Plan, there are 3 key references pertaining to Congress Park:

Page 123: Increase Village population within a 10-minute walk of Brookfield and Congress Park Metra Stations
Page 142: Restaurants, banks, grocery stores, dry cleaners, service stations, and medical offices Are examples of the uses that should continue to be developed on properties fronting Ogden Avenue. Light industrial uses, auto-body and repair garages, and vehicle storage, are considered incompatible with the corridor’s commercial character
Page 198: Develop a vision and strategy to facilitate transit-oriented development and multi-
modal connections utilizing the Active Transportation Plan (e.g. for improving Congress Park multi-modal connections).

**KEY QUESTIONS FOR DISCUSSION:**

Based on the above, there are certain questions that are recommended for discussion by the Village Trustees, which would be very helpful in giving staff clear direction. Question include the following:

- Is the site “as is” sufficient to move forward now, or is additional assemblage necessary?
- Is retail a preferred use strictly as an ancillary use (i.e., limited to Ogden frontage), as a major use (Ogden frontage plus some depth to create a bigger developable site), or as an exclusive use with no residential?
- If retail is a major or exclusive use, are deeper incentives needed to attract a national or regional retailer to locate?
- What type of retailer is preferred and what type is to be avoided and to what extent does a municipal government help determine retail type?
- What type of incentive tools would be utilized?

**ATTACHMENTS:**

1. Map of Village-Owned Parcels at 9500 Ogden

**STAFF RECOMMENDATION:**

Village staff recommends the Village of Brookfield Committee of the Whole review and discuss Congress Park strategy including discussion questions.

**REQUESTED COURSE OF ACTION:**

Review and discussion.
ATTACHMENT 1:
Map of Village-Owned Parcels at 9500 Ogden
9500 Block of Ogden Avenue Available for Development

9500 Block of Ogden Ave.
North and East site zoned SA 5- Residential mix
South site zoned SA 3- Corridor mixed use
Maximum height three stories
Average Daily Traffic: 25,900 vehicles
0.1 miles from Metra Station
5 miles from Eisenhower Expressway
5 miles from Tri-State Tollway

For More Information:
Nicholas Greifer, Director of
Community and Economic Development
Village of Brookfield, IL
(708) 485-1113

Note:
9508 Ogden was acquired by the Village in 2018 (noted in blue shaded area).