To COW

Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Brian G. Conroy
Edward J. Côté
Michael J. Garvey
Nicole M. Gilhooley
Kathryn S. Kaluzny
David P. LeClere

VILLAGE MANAGER
Timothy C. Wiberg

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, September 23, 2019
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

I. OPENING CEREMONIES: **Pledge of Allegiance to the Flag**

II. Roll Call

III. Appointments and Presentations

IV. Public Comment

V. REPORTS OF SPECIAL COMMITTEES

Trustee Cote	Finance, Library, DPW, Approval of Warrant(s)
Trustee Conroy	Chamber of Commerce
Trustee Gilhooley	Recreation, Senior Citizens
Trustee Garvey	Planning and Zoning Commission, WCC Solid Waste Agency
Trustee LeClere	Special Events, Administration, Public Safety
Trustee Kaluzny	Conservation, Beautification
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VI. OMNIBUS AGENDA

1. Approval of Ordinance # 2019-46 and 2019-47 Amending Chapter 6 of the Code of Ordinances to Increase the Maximum Number of Class 8 and S3 Liquor Licenses for the Village's Murder Mystery Event on October 5, 2019

2. Approval of Resolution #2019-48 Authorizing a Notice of Award for a Voice Over Internet Protocol (VoIP) Telephone System Upgrade

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

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VII. REGULAR BUSINESS

3. Consideration of Resolution #2019-49 to Authorize the Filing of an Application to Amend Chapter 62 Entitled "Zoning" of the Code of Ordinances to Prohibit the Location of Retail Cannabis Businesses

4. Consideration of Resolution #2019-49 to Authorize the Filing of an Application to Amend Chapters 14 "Business Licensing and Regulation" & 62 "Zoning" of the Code of Ordinances and to Amend the Zoning Map to Regulate the Location of Retail Cannabis Businesses

5. Consideration of Ordinance #2019-48 Amending the Provisions of Chapter 50 Entitled "Taxation" of the Code of Ordinances Imposing a Municipal Cannabis Retailers' Occupation Tax

VIII. MANAGERS REPORT

IX. Executive Session

X. Motion to Adjourn

XI. Adjournment

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Village of Brookfield

Corporate Warrant - 09/23/2019

From Payment Date: 9/10/2019 - To Payment Date: 9/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
27925	09/10/2019	Open			Utility Management Refund	DEUTSCHE BANK NATIONAL TRUST	$143.29		
27926	09/10/2019	Open			Utility Management Refund	FIESTA MARGARITA	$75.00		
27927	09/10/2019	Open			Utility Management Refund	WRIGHT, GENEVIEVE	$4.84		
27928	09/11/2019	Open			Utility Management Refund	PULVEN, PETER & JOANN, P	$27.15		
27929	09/11/2019	Open			Utility Management Refund	SALIPUR, IVANA	$4.84		
27930	09/11/2019	Open			Utility Management Refund	SCHAU, AARON AND KIMBERLY	$72.64		
27931	09/11/2019	Open			Utility Management Refund	ROMERO, JOSE	$72.64		
27932	09/11/2019	Open			Utility Management Refund	FUGIS AUTO SERVICES	$4.35		
27933	09/12/2019	Open			Accounts Payable	Chicago River Canoe & Kayak	$550.00		
	Invoice		Date	Description		Amount			
	040619		09/12/2019	boats and staffing for meet the creek		$550.00			
27934	09/12/2019	Open			Utility Management Refund	VALLEAU, ROBERT	$104.55		
27935	09/16/2019	Open			Utility Management Refund	JUDICKAS, GRANT	$72.64		
27936	09/16/2019	Open			Utility Management Refund	SHINN, CARTER	$11.66		
27937	09/16/2019	Open			Utility Management Refund	BLAKE, TERENCE, A	$58.64		
27938	09/17/2019	Open			Utility Management Refund	STAHLECKER, HELMUTH	$42.15		
27939	09/23/2019	Open			Accounts Payable	Accurate Document Destruction	$76.78		
	Invoice		Date	Description		Amount			
	15663486		09/13/2019	shredding		$76.78			
27940	09/23/2019	Open			Accounts Payable	AGT Battery Supply LLC	$85.46		
	Invoice		Date	Description		Amount			
	90648A		09/13/2019	sla battery		$85.46			
27941	09/23/2019	Open			Accounts Payable	Airgas USA LLC	$45.18		
	Invoice		Date	Description		Amount			
	9964258036		09/13/2019	cylinder rental		$45.18			
27942	09/23/2019	Open			Accounts Payable	Appliance, Carpet, Parts LLC	$2,036.00		
	Invoice		Date	Description		Amount			
	AC509827		09/13/2019	friedrich 14500btu a/c		$1,018.00			
	AC509846		09/13/2019	friedrich 14500btu a/c		$1,018.00			
27943	09/23/2019	Open			Accounts Payable	B & F Construction Code Services, Inc.	$5,243.75		
	Invoice		Date	Description		Amount			
	11747		09/13/2019	august 2019 inspections		$5,243.75			

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27944	09/23/2019	Open			Accounts Payable	BENISTAR/HARTFORD-6795	$843.86		
	Invoice		Date	Description		Amount			
	10012019		09/13/2019	Benistar premiums		$843.86			
27945	09/23/2019	Open			Accounts Payable	Call One	$4,156.22		
	Invoice		Date	Description		Amount			
	091519		09/13/2019	phones		$4,156.22			
27946	09/23/2019	Open			Accounts Payable	Chicago Office Products	$392.44		
	Invoice		Date	Description		Amount			
	975356-0		09/13/2019	file jackets		$57.79			
	975622-0		09/13/2019	tray letter front load		$15.98			
	975622-1		09/13/2019	tray letter front load		$7.99			
	975186-0		09/13/2019	custom stamps		$89.85			
	975285-0		09/13/2019	legal pads, ergo footrests, sign holders, pens		$132.38			
	975622-2		09/13/2019	expand ship-lite env		$88.45			
27947	09/23/2019	Open			Accounts Payable	College of Du Page	$139.00		
	Invoice		Date	Description		Amount			
	10405		09/13/2019	taser		$99.00			
	10406		09/13/2019	emergency response ce below 100		$40.00			
27948	09/23/2019	Open			Accounts Payable	Comcast	$156.85		
	Invoice		Date	Description		Amount			
	2019-00000758		09/13/2019	8771 20 167 0165665 - internet at FD		$156.85			
27949	09/23/2019	Open			Accounts Payable	ComEd	$159.03		
	Invoice		Date	Description		Amount			
	2019-00000759		09/13/2019	0683030051 - svc @ 8652 Southview		$29.42			
	2019-00000760		09/13/2019	2083099069 - svc @ 8501 Brookfield		$129.61			
27950	09/23/2019	Open			Accounts Payable	Constellation NewEnergy, Inc.	$273.25		
	Invoice		Date	Description		Amount			
	15382390101		09/13/2019	Account ID 8084730 street lighting		$273.25			
27951	09/23/2019	Open			Accounts Payable	Constellation NewEnergy, Inc.	$227.72		
	Invoice		Date	Description		Amount			
	15412869501		09/13/2019	Account ID 8084738, street lighting		$227.72			
27952	09/23/2019	Open			Accounts Payable	Cook County Dept of Public Health	$1,400.00		
	Invoice		Date	Description		Amount			
	081519		09/13/2019	health inspections April-June 2019		$1,400.00			
27953	09/23/2019	Open			Accounts Payable	De Lage Landen Public Finance	$1,817.79		
	Invoice		Date	Description		Amount			
	64911140		09/13/2019	copier contract #25420383		$1,817.79			
27954	09/23/2019	Open			Accounts Payable	Detail Unlimited Inc	$120.00		
	Invoice		Date	Description		Amount			
	17302		09/13/2019	chevy tahoe		$120.00			
27955	09/23/2019	Open			Accounts Payable	Eagle Uniform Co, Inc, The	$1,142.25		
	Invoice		Date	Description		Amount			
	280520		09/13/2019	shoe acc, vest carrier, emb badge, hat		$319.50			
	281193		09/13/2019	pants, hat, patches, vest carrier		$822.75			

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27956	09/23/2019	Open			Accounts Payable	Elmhurst Occupational Health	$265.00		
	Invoice		Date	Description		Amount			
	00104271-00		09/13/2019	dot drug screen, breath alcohol test, rapid 5 panel drug screen		$265.00			
27957	09/23/2019	Open			Accounts Payable	Factory Motor Parts	$97.42		
	Invoice		Date	Description		Amount			
	50-2403672		09/13/2019	fvp brake rotor less overpayment on check #27373		$97.42			
27958	09/23/2019	Open			Accounts Payable	FedEx	$60.59		
	Invoice		Date	Description		Amount			
	6-720-26431		09/13/2019	shipping		$60.59			
27959	09/23/2019	Open			Accounts Payable	GC Pivotal LLC	$522.20		
	Invoice		Date	Description		Amount			
	2625374		09/13/2019	dsl service		$522.20			
27960	09/23/2019	Open			Accounts Payable	Groot Industries, Inc.	$106,811.45		
	Invoice		Date	Description		Amount			
	3847413		09/13/2019	Acct #3098-251030 - residential garbage svc		$106,811.45			
27961	09/23/2019	Open			Accounts Payable	Groot Industries, Inc.	$1,325.00		
	Invoice		Date	Description		Amount			
	3846207		09/13/2019	Acct #3098-164773, garbage stickers		$1,325.00			
27962	09/23/2019	Open			Accounts Payable	Groot Industries, Inc.	$25,340.94		
	Invoice		Date	Description		Amount			
	3847414		09/13/2019	Acct #3098-386866 - yard waste		$25,340.94			
27963	09/23/2019	Open			Accounts Payable	Hancock Engineering	$61,945.57		
	Invoice		Date	Description		Amount			
	19-0711		09/13/2019	brookfield ave and congress park metra station phase II engineer		$4,579.82			
	19-0724		09/13/2019	prairie ave metra station roof		$2,520.00			
	19-0722		09/13/2019	2019 pavement striping project		$2,370.00			
	19-0721		09/13/2019	2019 sidewalk improvements project		$1,820.00			
	19-0717		09/13/2019	ogden ave corridor improvements - concept plan		$700.00			
	19-0718		09/13/2019	2019 street improvements - construction engineering		$46,658.75			
	19-0719		09/13/2019	brookfield ave bridge improvements		$980.00			
	19-0723		09/13/2019	3435 sunnyside ave - residential development		$560.00			
	19-0720		09/13/2019	4312 arthur ave - single family residence development		$140.00			
	19-0716		09/13/2019	public library improvement - plan review		$1,197.00			
	19-0715		09/13/2019	veteran's circle fountain improvement		$420.00			
27964	09/23/2019	Open			Accounts Payable	ILCMA	$50.00		
	Invoice		Date	Description		Amount			
	1854		09/13/2019	job ad posting		$50.00			
27965	09/23/2019	Open			Accounts Payable	Illinois Alarm Service, Inc	$510.00		
	Invoice		Date	Description		Amount			
	12920		09/13/2019	CA/CCTV/ID 6/1/19-8/31/19		$510.00			
27966	09/23/2019	Open			Accounts Payable	Illinois Municipal League	$35.00		
	Invoice		Date	Description		Amount			
	142		09/13/2019	web employment ad		$35.00			

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27967	09/23/2019	Open			Accounts Payable	Kiesler's Police Supply	$2,499.67		
	Invoice		Date	Description		Amount			
	IN116806		09/13/2019	ammunition		$2,499.67			
27968	09/23/2019	Open			Accounts Payable	Lynott, Lisa	$86.60		
	Invoice		Date	Description		Amount			
	090619		09/18/2019	banner for meet the creek		$86.60			
27969	09/23/2019	Open			Accounts Payable	Metro Garage, Inc.	$50.00		
	Invoice		Date	Description		Amount			
	44899		09/13/2019	2 axle dot safety inspection		$25.00			
	44881		09/13/2019	2 axle dot safety inspection		$25.00			
27970	09/23/2019	Open			Accounts Payable	Neopost	$2,037.83		
	Invoice		Date	Description		Amount			
	090219		09/13/2019	postage		$2,037.83			
27971	09/23/2019	Open			Accounts Payable	NICOR	$122.66		
	Invoice		Date	Description		Amount			
	2019-00000767		09/13/2019	3840 Maple		$31.90			
	2019-00000768		09/13/2019	4301 Elm		$19.94			
	2019-00000769		09/13/2019	4523 Eberly		$34.88			
	2019-00000770		09/13/2019	8820 Washington		$35.94			
27972	09/23/2019	Open			Accounts Payable	Priority Print	$543.40		
	Invoice		Date	Description		Amount			
	20191533		09/13/2019	administrative adjudication, property maint violations		$543.40			
27973	09/23/2019	Open			Accounts Payable	ProxIT Technology Solutions	$8,895.86		
	Invoice		Date	Description		Amount			
	20529		09/13/2019	barracuda message archiver		$2,828.04			
	20524		09/13/2019	acrobat pro, adobe creative cloud		$1,356.82			
	20477		09/13/2019	spam filtering		$222.00			
	20467		09/13/2019	dns hosting for brookfieldil.gov		$348.00			
	20465		09/13/2019	office 365		$1,827.00			
	20456		09/13/2019	server backups		$2,314.00			
27974	09/23/2019	Open			Accounts Payable	Red Arrow Sales	$8,300.00		
	Invoice		Date	Description		Amount			
	10558		09/13/2019	shoring equipment		$8,300.00			
27975	09/23/2019	Open			Accounts Payable	Reliable Fire Equipment Co.	$85.00		
	Invoice		Date	Description		Amount			
	5502		09/13/2019	pseals plastic-500/bg 9" black brks		$85.00			
27976	09/23/2019	Open			Accounts Payable	Rush Truck Center - Chicago	$185.74		
	Invoice		Date	Description		Amount			
	3016120074		09/13/2019	transmitter icp, connector inj		$160.53			
	3016132080		09/13/2019	connector inj		$25.21			
27977	09/23/2019	Open			Accounts Payable	Sam's Club	$589.26		
	Invoice		Date	Description		Amount			
	009794		09/13/2019	full sheet white, mm terry towel, microfiber towels, plates		$102.09			
	007872		09/13/2019	food for chief's retirement		$391.45			
	006593		09/13/2019	cookie tray, pepsi, sprite, water		$47.86			

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	000987		09/13/2019	cookie tray, pepsi, sprite, water			$47.86			
27978	09/23/2019	Open			Accounts Payable	Sam's Club		$245.00		
	Invoice		Date	Description			Amount			
	080919		09/13/2019	membership renewal			$245.00			
27979	09/23/2019	Open			Accounts Payable	Scout Electric Supply Co.		$100.20		
	Invoice		Date	Description			Amount			
	166535		09/13/2019	electric supplies			$100.20			
27980	09/23/2019	Open			Accounts Payable	Sherwin Williams Co.		$361.00		
	Invoice		Date	Description			Amount			
	9665-4		09/13/2019	paint			$36.60			
	9667-0		09/13/2019	paint			$324.40			
27981	09/23/2019	Open			Accounts Payable	Six F Studio, LLC		$435.00		
	Invoice		Date	Description			Amount			
	73409		09/13/2019	website maintenance package			$435.00			
27982	09/23/2019	Open			Accounts Payable	Special T Unlimited		$276.00		
	Invoice		Date	Description			Amount			
	30899		09/13/2019	CPA shirts			$276.00			
27983	09/23/2019	Open			Accounts Payable	Sports Kids Inc		$3,704.40		
	Invoice		Date	Description			Amount			
	636407		09/13/2019	summer 2019 classes			$1,389.50			
	193527		09/13/2019	summer 2019 classes			$2,314.90			
27984	09/23/2019	Open			Accounts Payable	Standard Equipment Co.		$147.89		
	Invoice		Date	Description			Amount			
	P15787		09/13/2019	hyd hose assy			($132.18)			
	P15797		09/13/2019	hose asy			$280.07			
27985	09/23/2019	Open			Accounts Payable	Staples Advantage		$59.79		
	Invoice		Date	Description			Amount			
	3421927023		09/13/2019	12pk 5319 perform			$59.79			
27986	09/23/2019	Open			Accounts Payable	Storino, Ramello & Durkin		$25,490.04		
	Invoice		Date	Description			Amount			
	78568		09/13/2019	additional village legal fees - July 2019			$146.58			
	78569		09/13/2019	retainer - August 2019			$13,700.00			
	78570		09/13/2019	additional village legal fees - July 2019			$11,643.46			
27987	09/23/2019	Open			Accounts Payable	Swan Cleaners		$199.50		
	Invoice		Date	Description			Amount			
	1161		09/13/2019	tablecloths			$70.00			
	0246		09/13/2019	tablecloths			$35.00			
	0942		09/13/2019	bunting			$94.50			
27988	09/23/2019	Open			Accounts Payable	Thomson Reuters - West		$444.00		
	Invoice		Date	Description			Amount			
	840951716		09/13/2019	annual/monthly charges			$444.00			
27989	09/23/2019	Open			Accounts Payable	Trademark Electric		$500.00		
	Invoice		Date	Description			Amount			
	052619		09/13/2019	outlets and control switches for interview rooms			$500.00			

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27990	09/23/2019	Open			Accounts Payable	Traffic Control & Protection	$1,293.35		
	Invoice		Date	Description		Amount			
	101553		09/13/2019	street signs - roach, fairview		$1,293.35			
27991	09/23/2019	Open			Accounts Payable	Unifirst Corporation	$460.04		
	Invoice		Date	Description		Amount			
	081 1411054		09/13/2019	laundry service		$230.02			
	081 1409175		09/13/2019	laundry service		$230.02			
27992	09/23/2019	Open			Accounts Payable	University of Illinois	$1,917.00		
	Invoice		Date	Description		Amount			
	UPIN9698		09/13/2019	patrol rifle		$1,392.00			
	UPIN9680		09/13/2019	taser		$525.00			
27993	09/23/2019	Open			Accounts Payable	Verizon Wireless	$3,186.37		
	Invoice		Date	Description		Amount			
	9836742649		09/13/2019	Acct #742014313-00001 trustee ipads		$163.40			
	9836933948		09/13/2019	Acct #685033343-00001 cell phones		$2,942.89			
	9836933949		09/13/2019	Acct #685033343-00006, DCUs		$80.08			
27994	09/23/2019	Open			Accounts Payable	Wednesday Journal	$777.00		
	Invoice		Date	Description		Amount			
	40097-R		09/13/2019	library tax levy resolution		$434.00			
	40251-R		09/13/2019	public notice 3609 grand & 3541 park		$182.00			
	40252-R		09/13/2019	PZC hearing for 3518 oak		$161.00			
27995	09/23/2019	Open			Accounts Payable	Wentworth Tire Service	$48.00		
	Invoice		Date	Description		Amount			
	40031504		09/13/2019	tire disposal		$48.00			
27996	09/23/2019	Open			Accounts Payable	West Central Municipal Conference	$16,069.30		
	Invoice		Date	Description		Amount			
	0009537-IN		09/13/2019	FY2019-2020 membership dues		$16,069.30			
27997	09/23/2019	Open			Accounts Payable	West Suburban Chamber of Commerce & Industry	$100.00		
	Invoice		Date	Description		Amount			
	9/5/19		09/13/2019	ICSC booth - october trade show		$100.00			
27998	09/23/2019	Open			Accounts Payable	Burdett, James	$181.84		
	Invoice		Date	Description		Amount			
	082119		09/18/2019	meal reimbursement - emp program		$181.84			
27999	09/23/2019	Open			Accounts Payable	Vargas, Freddy	$124.49		
	Invoice		Date	Description		Amount			
	090919		09/18/2019	fuel - police training institute		$124.49			
28000	09/23/2019	Open			Accounts Payable	Mc Donald, Travis	$175.00		
	Invoice		Date	Description		Amount			
	082919		09/18/2019	steel toe work boots		$175.00			
28001	09/23/2019	Open			Accounts Payable	Visa	$5,484.40		
	Invoice		Date	Description		Amount			
	2019-00000786		09/18/2019	admin acct *2587		$307.44			
	2019-00000787		09/18/2019	recreation acct *2462		$2,380.83			
	2019-00000788		09/18/2019	police dept *2561		$2,796.13			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
28002	09/23/2019	Open			Accounts Payable	DARRAH, MICHAEL		$80.00		
	Invoice		Date	Description			Amount			
	RT9699		09/18/2019	tennis fundamentals			$80.00			
28003	09/23/2019	Open			Accounts Payable	Lozano, Juanita		$40.00		
	Invoice		Date	Description			Amount			
	RT9701		09/18/2019	youth archery			$40.00			
28004	09/23/2019	Open			Accounts Payable	Olesiak, Alicia		$25.00		
	Invoice		Date	Description			Amount			
	RT9681		09/18/2019	picnic refund			$25.00			
28005	09/23/2019	Open			Accounts Payable	NPL		$2,000.00		
	Invoice		Date	Description			Amount			
	091219		09/18/2019	hydrant meter deposit			$2,000.00			
28006	09/23/2019	Open			Accounts Payable	Bakula, Theresa		$38.00		
	Invoice		Date	Description			Amount			
	RT9674		09/18/2019	kidnastics			$38.00			
28007	09/23/2019	Open			Accounts Payable	Gallagher, Ryan		$38.00		
	Invoice		Date	Description			Amount			
	RT9676		09/18/2019	adult & tot soccer			$38.00			
28008	09/23/2019	Open			Accounts Payable	Karwoski, Gary		$60.00		
	Invoice		Date	Description			Amount			
	RT9655		09/18/2019	picnic refund			$60.00			
28009	09/23/2019	Open			Accounts Payable	Paz, Maribel		$38.00		
	Invoice		Date	Description			Amount			
	RT9675		09/18/2019	kidnastics			$38.00			
28010	09/23/2019	Open			Accounts Payable	Perez, Melina		$90.00		
	Invoice		Date	Description			Amount			
	RT9700		09/18/2019	tennis fundamentals			$90.00			
28011	09/23/2019	Open			Accounts Payable	Salcido, Jessica		$100.00		
	Invoice		Date	Description			Amount			
	RT9654		09/18/2019	picnic refund			$100.00			
28012	09/23/2019	Open			Accounts Payable	Williams, Donna		$20.00		
	Invoice		Date	Description			Amount			
	RT9620		09/18/2019	picnic refund			$20.00			
Type Check Totals:					88 Transactions			$304,227.77		
EFT										
804	09/20/2019	Open			Accounts Payable	Village of Brookfield		$356,160.07		
	Invoice		Date	Description			Amount			
	2019-00000771		09/20/2019	salaries			$356,160.07			
805	09/20/2019	Open			Accounts Payable	Village of Brookfield		$12,799.85		
	Invoice		Date	Description			Amount			
	2019-00000772		09/20/2019	FICA/Medicare			$12,799.85			
806	09/20/2019	Open			Accounts Payable	Village of Brookfield		$145.75		
	Invoice		Date	Description			Amount			
	2019-00000773		09/20/2019	SUI			$145.75			

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Village of Brookfield

Corporate Warrant - 09/23/2019

From Payment Date: 9/10/2019 - To Payment Date: 9/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
807	09/20/2019	Open			Accounts Payable	Village of Brookfield	$760.28		

Invoice	Date	Description	Amount
2019-00000774	09/20/2019	Paycom processing fees	$760.28

Type EFT Totals:	4 Transactions	$369,865.95	
PFC - PUBLIC FUND CHECKING Totals			

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	$304,227.77	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	88	$304,227.77	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	$369,865.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	4	$369,865.95	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	$674,093.72	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	92	$674,093.72	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**88**	**$304,227.77**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**88**	**$304,227.77**	**$0.00**

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**4**	**$369,865.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**4**	**$369,865.95**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**92**	**$674,093.72**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**92**	**$674,093.72**	**$0.00**

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Request For Board Action

REFERRED TO BOARD: September 23, 2019 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Parks and Recreation Department

SUBJECT: Approval of Ordinance # 2019-46 and 2019-47 Amending Chapter 6 of the Code of Ordinances to Increase the Maximum Number of Class 8 and S3 Liquor Licenses for the Village's Murder Mystery Event on October 5, 2019

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Parks and Recreation Department is hosting an adult special event titled, "Grossdale Murder Mystery" on Saturday October 5th from 7pm-9:30pm at Historic Grossdale Station 8820 ½ Brookfield Ave. As part of the registration of the event, participants will receive 4 drink tickets to be used toward the choice of alcoholic or non-alcoholic beverages. Beverage service will be provided by the Parks and Recreation department staff and volunteers.

DOCUMENTS ATTACHED:
Attached Ordinances

RECOMMENDED MOTION:
Review and Approval of a Class 8 & S3 liquor license.

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ORDINANCE NO. 2019 - 46

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS 8 LIQUOR LICENSES

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 23rd day of September 2019

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ORDINANCE NO. 2019 - 46

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS 8 LIQUOR LICENSES

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2019-45 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed five (5);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Brookfield Parks and Recreation Department for its Grossdale Murder Mystery event to be held on Saturday October 5, 2019, from 7:00 p.m. until 9:30 p.m. at the Grossdale Station, 8820-½ Brookfield Avenue, Brookfield, Illinois;

Back to Agenda

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

> The maximum number of licenses that may be issued for each class shall be as follows:
>
> (1) The total number of Class 1 licenses shall not exceed two (2).
>
> (2) The total number of Class 2 licenses shall not exceed ten (10).
>
> (3) The total number of Class 2A licenses shall not exceed zero (0).
>
> (4) The total number of Class 2B licenses shall not exceed zero (0).
>
> (5) The total number of Class 2C licenses shall not exceed one (1).
>
> (6) The total number of Class 3 licenses shall not exceed eleven (11).
>
> (7) The total number of Class 4 licenses shall not exceed three (3).
>
> (8) The total number of Class 5 licenses shall not exceed three (3).
>
> (9) The total number of Class 5A licenses shall not exceed zero (0).
>
> (10) The total number of Class 6 licenses shall not exceed one (1).
>
> (11) The total number of Class 7 licenses shall not exceed one (1).
>
> (12) The total number of Class 7A licenses shall not exceed one (1).

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(13) The total number of Class 8 licenses shall not exceed six (6).

(14) The total number of Class 9 licenses shall not exceed zero (0).

(15) The total number of Class 10 licenses shall not exceed one (1).

(16) The total number of Class 11 licenses shall not exceed three (3).

(17) The total number of Class 12 licenses shall not exceed two (2).

(18) The total number of Class 13 licenses shall not exceed one (1).

(19) The total number of Class S licenses shall not exceed nine (9).

(20) The total number of Class S1 licenses shall not exceed zero (0).

(21) The total number of Class S2 licenses shall not exceed zero (0).

(22) The total number of Class S3 licenses shall not exceed two (2).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Back to Agenda

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 23rd day of September 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 23rd day of September 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

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ORDINANCE NO. 2019 -

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS 8 LIQUOR LICENSES

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11TH DAY OF SEPTEMBER 2019

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 11th day of September 2019

Back to Agenda

ORDINANCE NO. 2019 -

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS 8 LIQUOR LICENSES

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2019-45 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed five (5);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Brookfield Chamber of Commerce for its Farm to Table Dinner to be held Sunday, September 15, 2019, from 6:00 p.m. until 9:00 p.m. at Compassion Factory, 9210 Broadway Avenue, Brookfield, Illinois;

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WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

> The maximum number of licenses that may be issued for each class shall be as follows:
>
> (1) The total number of Class 1 licenses shall not exceed two (2).
>
> (2) The total number of Class 2 licenses shall not exceed ten (10).
>
> (3) The total number of Class 2A licenses shall not exceed zero (0).
>
> (4) The total number of Class 2B licenses shall not exceed zero (0).
>
> (5) The total number of Class 2C licenses shall not exceed one (1).
>
> (6) The total number of Class 3 licenses shall not exceed eleven (11).
>
> (7) The total number of Class 4 licenses shall not exceed three (3).
>
> (8) The total number of Class 5 licenses shall not exceed three (3).
>
> (9) The total number of Class 5A licenses shall not exceed zero (0).
>
> (10) The total number of Class 6 licenses shall not exceed one (1).
>
> (11) The total number of Class 7 licenses shall not exceed one (1).
>
> (12) The total number of Class 7A licenses shall not exceed one (1).

(13) The total number of Class 8 licenses shall not exceed ~~five (5).~~six (6).

(14) The total number of Class 9 licenses shall not exceed zero (0).

(15) The total number of Class 10 licenses shall not exceed one (1).

(16) The total number of Class 11 licenses shall not exceed three (3).

(17) The total number of Class 12 licenses shall not exceed two (2).

(18) The total number of Class 13 licenses shall not exceed one (1).

(19) The total number of Class S licenses shall not exceed nine (9).

(20) The total number of Class S1 licenses shall not exceed zero (0).

(21) The total number of Class S2 licenses shall not exceed zero (0).

(22) The total number of Class S3 licenses shall not exceed two (2).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Back to Agenda

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 11th day of September 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 11th day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 11th day of September 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

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ORDINANCE NO. 2019 - 47

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS S3 LIQUOR LICENSES

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 23rd day of September 2019

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ORDINANCE NO. 2019 -47

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS S3 LIQUOR LICENSES

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2019-43, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed two (2);

WHEREAS, there is an application currently pending for the issuance of an additional Class S3 liquor license submitted by the Brookfield Parks and Recreation Department for its Grossdale Murder Mystery event to be held on Saturday October 5, 2019, from 7:00 p.m. until 9:30 p.m. at the Grossdale Station, 8820-½ Brookfield Avenue, Brookfield, Illinois;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S3 liquor license to accommodate the currently pending license application;

Back to Agenda

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

> The maximum number of licenses that may be issued for each class shall be as follows:
>
> (1) The total number of Class 1 licenses shall not exceed two (2).
>
> (2) The total number of Class 2 licenses shall not exceed ten (10).
>
> (3) The total number of Class 2A licenses shall not exceed zero (0).
>
> (4) The total number of Class 2B licenses shall not exceed zero (0).
>
> (5) The total number of Class 2C licenses shall not exceed one (1).
>
> (6) The total number of Class 3 licenses shall not exceed eleven (11).
>
> (7) The total number of Class 4 licenses shall not exceed three (3).
>
> (8) The total number of Class 5 licenses shall not exceed three (3).
>
> (9) The total number of Class 5A licenses shall not exceed zero (0).
>
> (10) The total number of Class 6 licenses shall not exceed one (1).
>
> (11) The total number of Class 7 licenses shall not exceed one (1).
>
> (12) The total number of Class 7A licenses shall not exceed one (1).
>
> (13) The total number of Class 8 licenses shall not exceed six (6).
>
> (14) The total number of Class 9 licenses shall not exceed zero (0).
>
> (15) The total number of Class 10 licenses shall not exceed one (1).

Back to Agenda

(16) The total number of Class 11 licenses shall not exceed three (3).

(17) The total number of Class 12 licenses shall not exceed two (2).

(18) The total number of Class 13 licenses shall not exceed one (1).

(19) The total number of Class S licenses shall not exceed nine (9).

(20) The total number of Class S1 licenses shall not exceed zero (0).

(21) The total number of Class S2 licenses shall not exceed zero (0).

(22) The total number of Class S3 licenses shall not exceed three (3).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Back to Agenda

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 23rd day of September 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 23rd day of September 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

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ORDINANCE NO. 2019 -

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS S3 LIQUOR LICENSES

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 23rd day of September 2019

Back to Agenda

ORDINANCE NO. 2019 -43

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS S3 LIQUOR LICENSES

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2019-43, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed two (2);

WHEREAS, there is an application currently pending for the issuance of an additional Class S3 liquor license submitted by the Brookfield Parks and Recreation Department for its Grossdale Murder Mystery event to be held on Saturday October 5, 2019, from 7:00 p.m. until 9:30 p.m. at the Grossdale Station, 8820-½ Brookfield Avenue, Brookfield, Illinois;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S3 liquor license to accommodate the currently pending license application;

Back to Agenda

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

> The maximum number of licenses that may be issued for each class shall be as follows:
>
> (1) The total number of Class 1 licenses shall not exceed two (2).
>
> (2) The total number of Class 2 licenses shall not exceed ten (10).
>
> (3) The total number of Class 2A licenses shall not exceed zero (0).
>
> (4) The total number of Class 2B licenses shall not exceed zero (0).
>
> (5) The total number of Class 2C licenses shall not exceed one (1).
>
> (6) The total number of Class 3 licenses shall not exceed eleven (11).
>
> (7) The total number of Class 4 licenses shall not exceed three (3).
>
> (8) The total number of Class 5 licenses shall not exceed three (3).
>
> (9) The total number of Class 5A licenses shall not exceed zero (0).
>
> (10) The total number of Class 6 licenses shall not exceed one (1).
>
> (11) The total number of Class 7 licenses shall not exceed one (1).
>
> (12) The total number of Class 7A licenses shall not exceed one (1).
>
> (13) The total number of Class 8 licenses shall not exceed six (6).
>
> (14) The total number of Class 9 licenses shall not exceed zero (0).
>
> (15) The total number of Class 10 licenses shall not exceed one (1).

Back to Agenda

(16) The total number of Class 11 licenses shall not exceed three (3).

(17) The total number of Class 12 licenses shall not exceed two (2).

(18) The total number of Class 13 licenses shall not exceed one (1).

(19) The total number of Class S licenses shall not exceed nine (9).

(20) The total number of Class S1 licenses shall not exceed zero (0).

(21) The total number of Class S2 licenses shall not exceed zero (0).

(22) The total number of Class S3 licenses shall not exceed ~~two (2)~~three (3).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Back to Agenda

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 23rd day of September 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 23rd day of September 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Back to Agenda

Request For Board Action

REFERRED TO BOARD: September 23, 2019 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of Resolution #2019-48 Authorizing a Notice of Award for Voice Over Internet Protocol (VoIP) Telephone System Upgrade

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The current phone system utilized for Village operations has become obsolete and is need of replacement. The hardware for the system is no longer supported and cannot be purchased new, this makes it difficult and less cost-effective to purchase parts or replacements as older phones become unusable. Additionally, due to the age of the system, the phone connection and overall functionality is unreliable. Staff often experiences dropped-calls, difficulty accessing specific personnel and poor reception due to aging hardware.

In the current Fiscal Year's budget, $26,000 was allocated to fund a phone system replacement project. Staff initiated a request for proposals (RFP) for the Voice Over Internet Protocol (VoIP) System Upgrade in August. The RFP was posted to the Village Website and was shared with a total of 11 vendors to request submittals.

The Village received proposals from three qualified vendors.

VENDOR	PROPOSAL AMOUNT
Midco Systems	$52,267.42
ProvenIT	$49,395.00
ProxIT Technology Solutions	$23,809.10

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A committee comprised of staff from the Finance, Public Works and Human Resources Departments conducted a review to determine which vendor proposed the most comprehensive and most cost-effective solution for the Village.

Based on the proposal review and subsequent interview process, the committee recommends awarding the contract to ProxIT Technology Solutions, in the amount of 23,809.10. The proposal submitted by ProxIT meets all the requirements enclosed in the request for proposals and is also under the Village's telephone system upgrade budget of $26,000. Staff has contacted references for ProxIT's phone system replacement and is pleased with the responses. ProxIT is also the Village's IT provider and has been a good working partner providing excellent customer service.

The upgrades will include new hardware for the phone system itself, operating on PBX ACT, and will include new Yealink telephones to replace the current fleet of phones throughout the various Village departments. Additionally, the system provides a user interface for managing voicemail and call-logs which will make for a more efficient and streamlined communication between staff internally and improved customer service overall.

FINANCIAL IMPACT:
$23,809.10 – Included in the FY 19 Budget $26,000 Telephone System Upgrades

DOCUMENTS ATTACHED:
Attached Resolution
Attached Letter of Recommendation
Attached Proposal from ProxIT

RECOMMENDED MOTION:
Review and Approval of resolution

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RESOLUTION NO. R – 2019 - 48

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPEMBER 2019

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RESOLUTION NO. R – 2019 - 48

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village of Brookfield (the "Village") has the authority to improve and maintain public facilities within its corporate limits;

WHEREAS, the Village proposed to replace its existing telephone system with a voice over internet protocol telephone system for the public benefit and designated as the Voice over Internet Protocol Telephone System Project (the "Project");

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared on Friday, August 23, 2019; and

WHEREAS, three (3) bids were received and opened, and of the bids received and opened, the apparent lowest responsible bidder is Proxit Technology Solutions, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: **Incorporation of Preamble.** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: **Lowest Responsible Bidder.** The corporate authorities do hereby find Proxit Technology Solutions; Inc. to be the lowest responsible bidder for the Project.

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Section 3: **Contract Award.** Proxit Technology Solutions; Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance

Section 4: **Authorization to Execute Notice of Award.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Proxit Technology Solutions; Inc., the lowest responsible bidder, for the he Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Proxit Technology Solutions; Inc.

Section 5: **Authorization to Execute Contract.** The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Proxit Technology Solutions; Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award, the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

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Section 6: **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 23rd day of September 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 26th day of August 2019.

_____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

862871.1

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Exhibit "A"

VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Proxit Technology Solutions; Inc.
512 West Burlington Avenue, Suite 108
La Grange, IL 60525

PROJECT DESCRIPTION: Voice over Internet Protocol Telephone System Project - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Twenty-Three Thousand Eight Hundred Nine and 10/100 Dollars ($23,809.10), payable on a stipulated sum price basis for the work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance. The Village shall pay Proxit Technology Solutions; Inc. for the performance of the work, at the prices set forth in the Contract as full compensation for furnishing all the materials, for doing all work contemplated and specified in the Contract. The payment to Proxit Technology Solutions; Inc. for the performance of the work shall be the amount of the summation of the actual work, as installed and based upon the prices shown on the schedule of prices in the Contract.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 23rd day of September 2019.

VILLAGE OF BROOKFIELD, ILLINOIS,

By:_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By:_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

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Exhibit "A"

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Proxit Technology Solutions; Inc. this ____ day of September 2019

Proxit Technology Solutions; Inc.

By:_____
Scott Stephens, President

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Exhibit "B"
CONTRACT
by and between the
VILLAGE OF BROOKFIELD, ILLINOIS
and
PROXIT TECHNOLOGY SOLUTIONS; INC.
for the
VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM PROJECT

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CONTRACT

This Contract is made this 23rd day of September 2019 between the Village of Brookfield, the "Village," and Proxit Technology Solutions; Inc., 512 West Burlington Avenue, Suite 108, La Grange, Illinois 60525, the "Contractor," for the Village of Brookfield voice over internet protocol (VoIP) telephone system.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to the Contractor and according to the terms of the Notice and Request for Proposals, General Conditions, Special Provisions, Specifications, Proposal and Contract Bond (if required), the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

The supply and installation of a voice over internet protocol (VoIP) telephone system for the Village of Brookfield, Illinois, and all other incidental work and furnishing of all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Notice and Request for Proposals, General Conditions, Special Provisions, Specifications, Proposal and Contract Bond (if required) which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Description	**Unit**	**Quantity**	**Unit Price**	**Total**
Standard Voice over Internet Protocol (VoIP) Telephones	Telephones	65	$95.00	$6,175.00
Reception Voice over Internet Protocol (VoIP) Telephones with Side Car (as needed)	Telephones with Side Car	7	$229.00	$1,603.00
Private Branch Exchange (PBX) or Compatible Phone System with Dual Primary Rate Interface (PRI) Card for existing PRI	System	1	$5,965.00	$5,965.00
Central Management System	System	1	Included	Included
Analog Telephone Adapter (ATA)-Foreign Exchange Subscriber (FXS) Analog Gateway	Gateway	4	$59.00	$236.00
Phone Wall Mounts	Wall Mount	15	$15.34	$230.10
Labor and Implementation	Labor	1	$9,600.00	$9,600.00
Total Contract Price				$23,809.10

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within **thirty (30) calendar days** of the commencement of the work unless an extension of time is granted in accordance with the General Conditions.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment**. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

> As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

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

b. If to Contractor:

Proxit Technology Solutions; Inc.
512 West Burlington Avenue, Suite 108
La Grange, IL 60525

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Attn: Scott Stephens, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. **Entire Contract**. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(a) Addenda, if any (none unless indicated here) _____
(b) Contractor's Certification
(c) Contract
(d) Contract Bond
(e) General Conditions
(f) Special Provisions
(g) Specifications

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. **Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

[SIGNATURE PAGE TO FOLLOW]

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Village: Village of Brookfield

By:_____
Kit P. Ketchmark, Village President

Attest:

By: _____
Brigid Weber, Village Clerk

Contractor: Proxit Technology Solutions; Inc.

By:_____
Scott Stephens, President

Attest:

By: _____
Scott Stephens, Secretary

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Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Brian G. Conroy
Edward J. Côté
Michael J. Garvey
Nicole M. Gilhooley
Kathryn S. Kaluzny
David P. LeClere

VILLAGE MANAGER
Timothy C. Wiberg

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

September 13, 2019

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

Re: Voice Over Internet Protocol System Upgrade

Dear Mr. Wiberg:

Sealed Proposals for the Voice Over Internet Protocol System Upgrade were received on August 23rd, 2019.

The Village received proposals from three qualified vendors.

VENDOR	PROPOSAL AMOUNT
Midco Systems	$52,267.42
ProvenIT	$49,395.00
ProxIT Technology Solutions	$23,809.10

A committee comprised of staff from the Finance, Public Works and Human Resources Departments conducted a review to determine which vendor proposed the most comprehensive and most cost-effective solution for the Village.

Based on the proposal review and subsequent interview process, the committee recommends awarding the contract to ProxIT Technology Solutions, in the amount of 23,809.10.

The proposal submitted by ProxIT meets all the requirements enclosed in the request for proposals and is also under the Village's telephone system upgrade budget of $26,000.

George Issakoo, Assistant Village Manager

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BROOKFIELD

REQUEST FOR PROPOSALS FOR A

VOICE OVER INTERNET PROTOCAL (VoIP) TELEPHONE SYSTEM

August 9, 2019

OFFICE OF THE VILLAGE MANAGER
BROOKFIELD MUNICIPAL BUILDING
8820 BROOKFIELD AVENUE
BROOKFIELD, ILLINOIS 60513
(708) 485-7344
https://brookfieldil.gov

Tim Wiberg, Village Manager
twiberg@brookfieldil.gov

George Issakoo, Assistant Village Manager
GIssakoo@brookfieldil.gov

Doug Cooper, Director of Finance
dcooper@brookfieldil.gov

848912.4

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VILLAGE OF BROOKFIELD, ILLINOIS

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR A VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM

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VILLAGE OF BROOKFIELD, ILLINOIS

REQUEST FOR PROPOSALS FOR A
VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM

ISSUED:
AUGUST 9, 2019

PROPOSALS DUE:
3:00 O'CLOCK P.M. CENTRAL DAYLIGHT SAVINGS TIME
Friday, August 23, 2019

VILLAGE OF BROOKFIELD, ILLINOIS
8820 BROOKFIELD AVENUE
BROOKFIELD, ILLINOIS 60513

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NOTICE AND REQUEST FOR PROPOSALS FOR A VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

The Village of Brookfield, Illinois, will receive sealed Proposals for one (1) voice over internet protocol (VoIP) telephone system. The sealed proposals will be received at the Village Manager's office, at the Brookfield Village Hall located at 8820 Brookfield Avenue, Brookfield, Illinois 60513, until 3:00 o'clock p.m. Central Daylight Savings Time on Friday, August, 23 2019. Any Proposal unsealed or received after the deadline for submitting proposals will not be accepted. Proposals must be submitted on the forms provided. Submission of a Proposal shall be conclusive assurance and warranty that the bidder has examined the proposed work and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its Proposal resulting from failure or neglect to conduct an in-depth examination. Sealed envelopes or packages containing a Proposal shall be addressed to the Village Administrator and plainly marked "PROPOSAL FOR THE VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS" on the outside of the envelope.

Any questions must be made in writing and shall be addressed to Mr. George Issakoo, Assistant Village Manager, 8820 Brookfield Avenue, Brookfield, Illinois 60513 or electronically mailed to the Assistant Village Manager at GIssakoo@brookfieldil.gov. The written questions, along with the Village's responses, shall be circulated to all known prospective bidders without identifying the party submitting the questions. The cut-off for receipt of additional questions shall be 2:00 o'clock p.m. Central Daylight Savings Time on Friday, August 16, 2019, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed and electronically mailed to all known prospective bidders by 4:00 o'clock p.m. Central Daylight Savings Time on Monday, August 19, 2019. Receipt of any addenda must be acknowledged in writing as part of the bidder's Proposal. Bidders shall be responsible for ensuring that they have received any and all addenda. The Village of Brookfield shall not assume responsibility for the receipt by the bidder of any addenda.

Each proposal shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the "Village of Brookfield" for not less than five percent (5%) of the amount of the proposal. The proposal guaranty checks of all, except the two responsive, responsible proposers which the Village determines in its sole discretion to be the proposers with whom the Village desires to commence negotiations for a contract, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two responsive, responsible proposers will be returned after the contract and the contract bond of the successful proposer have been properly executed and approved. Bid bonds will not be returned. Proposers seeking to submit a Proposal for any equipment not meeting the specifications must contact Mr. George Issakoo, Assistant Village Manager, 8820 Brookfield Avenue, Brookfield, Illinois 60513 or at GIssakoo@brookfieldil.gov and obtain the written approval to submit the non-compliant Proposal not less than ten (10) days prior to the bid opening. No Proposal shall be withdrawn after submission of the Proposal without the consent of the Village of Brookfield for a period of ninety (90) days after the scheduled deadline for submission of Proposals.

The Village of Brookfield will review all Proposals received and reserves the right to reject any or all Proposals, to waive technicalities, and to accept the Proposal as the Brookfield Village board of trustees determines, in its sole discretion, to be in the best interest of the Village of Brookfield.

August 9, 2019
Village of Brookfield
Tim Wiberg, Village Manager

Doug Cooper, Director of Finance

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REQUEST FOR PROPOSALS FOR A VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

1. **Description of Proposal Sought.** The Village of Brookfield, Illinois, is seeking Proposals for one (1) voice over internet protocol (VoIP) telephone system which meets the specifications issued in the Request for Proposals. Proposers seeking to submit a Proposal for any equipment not meeting the specifications must contact Mr. George Issakoo, Assistant Village Manager, at 8820 Brookfield Avenue, Brookfield, Illinois 60513 or by electronic mail to the Assistant Village Manager at GIssakoo@brookfieldil.gov and obtain the written approval to submit the non-compliant Proposal not less than ten (10) days prior to the bid opening.

2. **Preparation of Proposals.** Proposers shall follow all instructions contained in these Instructions for the Submission of Proposals and included in the Notice and Request for Proposals and the Proposal form. Proposers shall submit their Proposal in the manner required by the Notice and Request for Proposals. All prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the Proposal form. All writing shall be in a permanent, non-erasable form, except the signature of the proposer, which shall be written in permanent, non-erasable ink. Proposers shall provide a detailed written proposal on the form provided by the Village that addresses each request listed in the Proposal. In responding to a particular request, additional pages may be attached or incorporated by reference. All questions and requests for information in the request for proposals shall be answered. All specifications using the words "shall," "must," etc., are mandatory requirements. The failure to comply with these mandatory requirements must be specifically noted as exceptions. The proposer shall identify compliance with each specification by checking "Yes" and shall note any exceptions to a specification by checking "No" next to the specification excepted on the Proposal form. If any specification is checked "No," the proposer shall include a detailed description and explanation of each exception. Any specification not checked either "Yes" or "No" shall be interpreted as non-compliance with the specification. The proposer shall submit three (3) printed copies of its response and one electronic copy in Adobe Acrobat (.pdf) format. Tables and schedules may be submitted in Microsoft Excel format. Proposers, before submitting their Proposal, shall carefully examine the provisions of the Agreement, investigate and become familiar with all the requirements affecting the Agreement and become fully acquainted with the detailed requirements of the project. Proposers shall not submit more than one (1) Proposal. No alternate or optional Proposals on equipment will be accepted. Furnishing of an alternate or optional Proposal will disqualify the entire Proposal. A letter from the equipment dealer stating all warranties must be furnished in writing at time of Proposal for the Proposal to be considered.

3. **Certifications.** Each Proposal shall be accompanied by a Certification in the form provided by the Village of Brookfield with the Proposal form package. The Proposer shall certify the following:

a) **Illinois Taxes**

The Proposer shall certify that, if it is a partnership, it is not, and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

b) **Bid Rigging**

The Proposer shall certify that, if it is a partnership, it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961;

c) **Educational Loan**

The Proposer shall certify that, if it is an individual, it is not, and if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

d) **Illinois Department of Employment Security Non-Delinquency**

The Proposer shall certify that it is not delinquent in any obligation to the Illinois Department of Employment Security.

e) **Drug-free Workplace**

The Proposer shall certify that it will provide a drug-free workplace by:

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Proposer's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on such contract, the employee will:

a. Abide by the terms of the statement; and

b. 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;

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

(1) The dangers of drug abuse in the workplace;

(2) The Proposer's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations;

(C) Making it a requirement to give a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

(D) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;

(E) 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;

(F) 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;

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

f) **Equal Employment Opportunity**

The Proposer shall certify that the Proposer provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

g) **Human Rights Number**

The Proposer shall certify that at the time the Proposer submitted its Proposal for this Agreement, the Proposer 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;

h) **Prohibited Interest in Contract**

The Proposer shall certify that:

(A) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Proposer; or

(B) If the Proposer's stock is traded on a nationally recognized securities

market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Proposer, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Proposer, the Proposer has disclosed to the Village in writing the name(s) of the holder of such interest;

i) **Gift Ban**

(A) The Proposer shall certify that 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 Agreement or violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act;

(B) The Proposer shall certify that it 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 from the Agreement or violation of any ordinance adopted by the Village pursuant to the requirements of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act;

j) **Substance Abuse**

The Proposer shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), the Proposer 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; and

k) **Presidential Executive Order 13224**

The Proposer shall certify that neither it 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 it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Proposer 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.

4. Delivery of Proposals. Proposals shall be sealed and submitted in the manner specified or allowed by the Notice and Request for Proposals. When sent by mail, the sealed Proposal shall be addressed to the Village of Brookfield at the address and in care of the Assistant Village Manager. All Proposals shall be delivered and received by the Village of Brookfield prior to the time and at the place specified in the Notice and Request for Proposals. The date and time of receipt will be recorded. Proposals will remain sealed and will be stored in a secure place until the date and time established for Proposal opening. Proposals received after the time specified will be returned to the Proposer unopened.

5. Change or Withdrawal of Proposals. A Proposer may change or withdraw a Proposal if written or in-person notice of the change or withdrawal is received by the Village of Brookfield before the time specified for submission of Proposals. No change or withdrawal is allowed after Proposal opening except as provided in Section 8 below. Changes must be initialed in ink by the Proposer.

6. Opening of Proposals. After the deadline for submission of Proposals specified in the Notice and Request for Proposals, the Proposals will be opened by the Assistant Village Manager, tabulated and forwarded to the Board of Trustees for consideration.

7. Consideration of Proposals.

a) After the Proposals are opened and recorded, the Proposals will be reviewed for responsiveness to the Request for Proposals and conformity with all requirements prescribed in these Instructions for Proposers. If unit prices are required, the Proposals will be compared on the basis of the summation of the products of the quantities shown in the Proposal schedule by the unit Proposal prices.

b) The right is reserved by the Village of Brookfield to reject any or all Proposals, to waive minor informalities or technicalities, to advertise for new Proposals, or to request confirmation or clarification from any Proposer regarding information contained in a Proposal.

c) Reasons for rejection of all Proposals include, but are not limited to:

1) The object of the Agreement's being procured is no longer required;

2) The Agreement provisions require amendment;

3) The solicitation did not provide for consideration of all factors of significance to the Village of Brookfield;

4) The Proposal prices exceed available funds or the Proposal prices exceed the anticipated estimate of costs to the extent that, in the judgment of the Village Administrator, prices are unreasonable;

5) Evidence of collusion among Proposers;

6) Actions or events beyond the control of the Village of Brookfield, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, which would have an adverse effect on the completion of the anticipated Agreement.

d) Reasons for rejection of any individual Proposals include, but are not limited to:

1) More than one Proposal for the same Agreement item from a Proposer under the same or different names;

2) Evidence of collusion among Proposers;

3) Unbalanced Proposals in which the Proposal prices for some items are, in the judgment of the Village Administrator, out of proportion to the Proposal prices for other items;

4) If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items;

5) If the Proposal form is other than that furnished or authorized by the Village of Brookfield, or if the form is altered or any part thereof is detached;

6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate Proposals or irregularities of any kind that may tend, in the judgment of the Village of Brookfield, to make the Proposal incomplete, indefinite or ambiguous as to its meaning;

7) If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award;

8) If the Proposal is prepared in any manner other than as indicated in these Instructions for Proposers or the Request for Proposals making the Proposal not responsive;

9) If the Proposer:

(i) Violated a material term of a prior contract with the Village;

(ii) Committed an act or omission which negatively reflects on the Proposer's quality, fitness or capability to perform a contract with the Village, any other public entity, or engaged in a pattern or practice which negatively reflects on same;

(iii) Committed an act or omission which indicates a lack of business integrity or business honesty;

(iv) Made or submitted a false claim against the Village or any other public entity;

(v) Provided false information to the Village;

(vi) Has been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;

(vii) Has been suspended or debarred by the United States through a federal agency;

(viii) Has been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);

(ix) Has been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);

(x) Has been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);

(xi) Has been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);

(xii) Has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);

(xii) Has been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);

(xiii) Has filed for protection from creditors pursuant to the bankruptcy laws of the United States;

(xiv) Has a performance evaluation determined by the Village to be unsatisfactory;

(xv) Has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;

(xvi) Has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the Village;

(xvii) Has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts;

(xvi) Has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the Proposer;

(xv) Is determined to be unavailable due to the uncompleted amount of work awarded or pending award by others; or

(xvi) Is determined to be not responsible based upon information supplied by the Proposer or otherwise discovered by the Village of Brookfield.

10) The determination by the Village of Brookfield board of trustees, in its sole discretion, that the Proposal is not in the best interest of the Village of Brookfield.

8. Mistakes

a) If a Proposer claims a mistake in its Proposal, the Proposal may be withdrawn in accordance with this section without payment of damages to the Village of Brookfield as provided in the terms of a Proposal bond or other Proposal security, provided the Proposer claiming the mistake demonstrates to the Village of Brookfield with competent and reliable evidence:

1) That the claimed mistake is related to a material feature of the contract;

2) That the mistake would have serious, material consequences to the Proposer such that enforcement of a contract would be unconscionable;

3) That the mistake occurred notwithstanding the exercise of reasonable care by the Proposer; and

4) That the Proposer has raised the claim of a mistake without delay in order to prevent the Village of Brookfield from altering its position in such a manner that loss to the Village of Brookfield would occur.

b) The Village of Brookfield reserves the right to correct obvious, apparent errors in Proposals. A Proposal may not be withdrawn if a mistake is apparent and the intended correct Proposal is clearly evident on the face of the Proposal. Examples of mistakes that may be clearly evident on the face of the Proposal include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

c) Mistakes claimed after execution of the contract will not be corrected.

9. Award after Proposal Evaluation

a) Unless all Proposals are rejected, an award notification will be made to the Proposer whose Proposal is responsive to and conforms to the requirements and criteria of the invitation and which the Village of Brookfield board of trustees determines, in its sole discretion, to be in the best interest of the Village of Brookfield. Discussions and negotiations may be conducted with the Proposer selected by the Village prior to an award notification. All responsibility, responsiveness and price factors are considered so as to select the Proposal deemed most advantageous to the Village of Brookfield.

b) Responsibility of Proposers will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Request for Proposals:

1) The Proposer shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations;

2) The Proposer shall have a satisfactory record of performance as determined by the Village of Brookfield, including, but not limited to, a sound record of integrity and business ethics;

3) The Proposer shall be under no legal disability of any kind to contract with the Village of Brookfield;

4) The Proposer shall have submitted all information requested by the Request for Proposals concerning responsibility.

c) In determining the lowest responsible proposer, in addition to price, the Village will consider the following:

1) The ability, capacity and skill of the proposer to perform the contract or provide the service required;

2) Whether the proposer can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

3) The character, integrity, reputation, judgment, experience and efficiency of the proposer;

4) The quality of performance of previous contracts or services;

5) The previous and existing compliance by the proposer with laws and ordinances relative to the contract or service;

6) The sufficiency of the financial resources and the ability of the proposer to perform the contract or provide the services;

7) The quality, availability and adaptability of the supplies, of contractual services to the particular use required;

8) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract; and

9) The number and scope of conditions attached to the Proposal; and

10) The best interest of the Village of Brookfield as determined by the Village of Brookfield board of trustees, in its sole discretion.

10. Time for Award. Unless the Request for Proposals specifies a different time for Proposal acceptance, a notification of award will be made in writing dated within forty-five (45) calendar days after the opening of Proposals.

11. Delay in Award. Should circumstances be encountered after the Proposal opening that may delay the award beyond the 45-day or other advertised period, the responsive Proposers may be

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requested to extend the Proposal acceptance period.

12. Binding Contract

a) Once an award has been made, the Proposer is bound to perform according to the terms and conditions of the Contract, the Notice and Request for Proposals and these Instructions.

b) An approved Contract executed by the Village of Brookfield is required before the Village of Brookfield is bound. An award may be canceled at any time by the Village of Brookfield prior to execution in order to protect the public interest and integrity of the Proposal process or for any other reason if, in the judgment of the Village of Brookfield, the best interests of the Village of Brookfield will be promoted.

13. Execution of Contract. The Contract shall be executed by the successful Proposer and returned within 15 days after the Contract has been mailed to the Proposer. Failure of the successful Proposer to execute the Contract within 15 days after the Contract has been mailed to the Proposer is cause for the cancellation of the award.

14. Qualifications. The equipment dealer shall be a factory authorized distributor for all equipment furnished. The equipment dealer shall have a 24-hour, seven days a week emergency phone number for parts, service or any help needed during a break down.

15. Failure to Deliver Materials, or Comply with Contract. Any proposer who fails to live up to the terms of its contract for the delivery of materials, supplies, or equipment may be declared an irresponsible vendor by the Village Manager for a period of one year thereafter and shall not be awarded any further orders for furnishing such supplies, materials or equipment to any department of the Village, unless the Village Board of Trustees shall by three-fourths vote remove such disqualification.

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BID BOND

WE, Proxit, Inc., as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the Village of Brookfield in the penal sum of 5% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors and assigns, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said PRINCIPAL is submitting a written proposal to the Village of Brookfield acting through its President and Board of Trustees for furnishing services designated as the Voice over Internet Protocol (VoIP) Telephone System for the Village of Brookfield.

THEREFORE, if the proposal is accepted and a contract awarded to the Principal by the Village of Brookfield for Voice over Internet Protocol (VoIP) Telephone System for the Village of Brookfield and the Principal shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the Contract Documents, then this obligation shall become void; otherwise, it shall remain in full force and effect.

IN THE EVENT the Village of Brookfield determines the Principal has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the Village of Brookfield acting through its Village Manager shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 23 day of August, 2019 A.D.

PRINCIPAL:

Proxit, Inc.
Company Name

By: Business Manager
Signature, Title

SURETY:

Employers Mutual Casualty Company
Name of Surety

By: Sherri Hanish
Signature of Attorney-in-Fact

STATE OF ~~ILLINOIS~~ Indiana)
) *ss.*
COUNTY OF Lake)

I, Lucy Spitale, a Notary Public in and for said county, do hereby certify that _____ and Sherri Hanish
(Names of individuals signing on behalf of PRINCIPAL and SURETY)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 23 day of August A.D. 2019.

(SEAL)

Lucy A Spitale
Notary Public

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EMC INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sherri Hanish

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Two Million Five Hundred Thousand Dollars $2,500,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother
Senior Vice President

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2019

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of August, 2019.

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

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RETURN TO:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
(708) 485-7344

PROPOSAL FOR:
VILLAGE OF BROOKFIELD
VOICE OVER INTERNET PROTOCOL (VoIP)
TELEPHONE SYSTEM

1. In conformity with the Notice and Request for Proposals and the Instructions for Submittal of Proposals, the undersigned, having examined the Proposal and Specifications, submits the following proposal of

Proxit, Inc.
(*Contractor's Name*)

for the Village of Brookfield's Voice over Internet Protocol (VoIP) telephone system to be constructed in strict compliance with the Notice and Request for Proposals, General Conditions, Special Provisions, Specifications, Proposal and Contract Bond, which are essential documents of and to which the undersigned agrees to accept as part of the contract.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the construction. By submitting this Proposal the undersigned conclusively assures and warrants to the Village of Brookfield that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's Proposal is accepted, the undersigned agrees to be responsible for all errors in the Proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Submittal of Proposals and agrees that the Village of Brookfield will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.

3. The undersigned agrees to complete the work within **thirty (30) calendar days** after the issuance by the Village of Brookfield of a Notice to Proceed, unless an extension of time is granted in accordance with the provisions of the Contract.

4. A proposal guaranty in the proper amount, as specified in the Notice and Request for Proposals accompanies this proposal.

5. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Bid Bond or proposal guaranty check shall be forfeited to the Village of Brookfield.

6. An executed Contractor's Certification on the form provided herein accompanies this proposal.

7. The Village shall pay the Contractor for the performance of the work, at the prices set forth below. If one or more of the prices set forth below are unit prices, the quantities shown herein are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this proposal. The undersigned submits the following schedule of prices covering the work to be performed under this contract:

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Description	Unit	Quantity	Unit Price	Total
Standard Voice over Internet Protocol (VoIP) Telephones	Telephones	65	95.00	$6175.00
Reception Voice over Internet Protocol (VoIP) Telephones with Side Car (as needed)	Telephones with Side Car	7	229.00	$1603.00
Private Branch Exchange (PBX) or Compatible Phone System with Dual Primary Rate Interface (PRI) Card for existing PRI	System	1	5965.00	$5965.00
Central Management System (Software)	System	1	INCLUDED	INCLUDED
Analog Telephone Adapter (ATA)- Foreign Exchange Subscriber (FXS) Analog Gateway	Gateway	4	59.00	$236.00
Phone Wall Mounts	Wall Mount	15	15.34	$230.10
Labor and Implementation	Labor		9600.00	$9600.00
Proposal Total				$23809.10

The undersigned Contractor acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

If an individual:

_____
Individual's Name

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

Signature of Proposer: _____

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If a partnership:

Partnership's Name

Street Address

City State Zip Code

Telephone Number

Signature of General Partner: _____

If a corporation:

Proxit, Inc.
Corporate Name

512 W Burlington Ave, Suite 108
Street Address

La Grange IL 60525
City State Zip Code

708-794-8100
Telephone Number

Scott Stephens
Name of President

Signature of President: _____

Amanda Irwin
Name of Secretary

Attest by Secretary:

_____

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Proxit, Inc.
512 W Burlington Ave
Suite 108
La Grange, IL 60525
7087948100
accounts@proxitinc.com
www.proxitinc.com

ADDRESS
Doug Cooper
Brookfield, Village of
8820 Brookfield Ave
Brookfield, IL 60513

Quote E1584

DATE 08/23/2019

EXPIRATION DATE 10/31/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/23/2019	**Hardware Sales** PBXact 400 -4yr Warranty -Sangoma Platinum Support 1yr - 3rd Party Phone License - Dual T1 PCIe Dual PRI Card with Hardware Echo Canceling - RAID1	1	5,965.00	5,965.00
08/23/2019	**Hardware Sales** Yealink T42s Phones	65	95.00	6,175.00
08/23/2019	**Hardware Sales** Yealink T46s w/EXP40 Sidecar	7	229.00	1,603.00
08/23/2019	**Hardware Sales** *OPTION* (Alternate for T46 Phones) Yealink T48s Phone	0	195.00	0.00
08/23/2019	**Hardware Sales** Cisco SPA115 FXS ATA Adapter	4	59.00	236.00
08/23/2019	**Hardware Sales** Yealink Wall mount Adapters for T42s phones	15	15.34	230.10
08/23/2019	**Sales:Service:T&M Services:Services** Phone System Installation Project Labor	1	9,600.00	9,600.00

Here's your Quote!

Thank you for your business!
Proxit, Inc.

This is NOT an invoice.

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TOTAL	$23,809.10

Accepted By

Accepted Date

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Sangoma Hardware Warranty Services and Customer Returns (RMAs) Policy ("Policy")

Sangoma Technologies ("Sangoma") carefully tests all products ("Products") before shipment. All Sangoma Products are backed by the following warranty program (the "Warranty Program").

Definitions

The following definitions apply for this Policy:

Channel Partner
An authorized Sangoma reseller, distributor or channel partner.

Customer
The entity that purchased the Product, either directly from Sangoma or from an authorized Channel Partner.

Hardware
All hardware products manufactured or provided by Sangoma.

Software
The software components of the Products, including, but not limited to software and Firmware.

Start Date
The date of the invoice issued by Sangoma or, if the product was purchased from a Channel Partner, the date not more than ninety (90) days after original shipment of the Product by Sangoma provided that the Customer registered the Product by following the instructions on the warranty card included in the Product.

Warranty
The warranty granted to Customer under this Warranty Program.

Warranty Service
The Services provided by Sangoma with respect to the Warranty Program.

Hardware Warranty

Sangoma warrants that the Hardware Product will be free from material defects and workmanship for the period listed below per product family. Sangoma will either repair or replace the Product using new or refurbished components for defects covered under the Warranty Program.

PRODUCTS	HARWARE WARRANTY PERIOD
FreePBX Appliances	1-year from Start Date
PBXact Appliances	1-year from Start Date
Sangoma IP Phones and Accessories	1-year from Start Date
Vega gateways	1-year from Start Date
Session Border Controllers and MSBG	1-year from Start Date
NetBorder Carrier Gateways (NBVG, SS7)	1-year from Start Date
A-Series TDM cards	Lifetime
B-Series TDM cards	5-years from Start Date
D-Series Transcoding cards	5-years from Start Date
Dialogic DNI Series Boards by Sangoma	3-years from Start Date

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Dialogic JCT Series Boards by Sangoma	3-years from Start Date
Dialogic PBX Integration Boards by Sangoma	3-years from Start Date
Dialogic Station Interface Boards by Sangoma	3-years from Start Date
Dialogic Diva Media Boards by Sangoma	5-years from Start Date
Dialogic DMG Media Gateway Series by Sangoma	2-years from Start Date
Dialogic IMG Media Gateway Series by Sangoma	1-year from Start Date
Dialogic Eiconcard C and S series by Sangoma	5-years from Start Date
Dialogic CG Series by Sangoma	24-months from Start Date (18 Months for purchases before 2-1-19)
All other hardware items not listed above	1-year from Start Date

Product Failures Not Covered by Hardware Warranty

The Warranty covers all manufacturing defects that arise from the correct use of the physical hardware components and devices. It is limited to defects in materials or workmanship. Damage caused by abuse, misuse, unauthorized modification, lightning or power surge damage, extreme heat or cold, and corrosive environments and any other physical damage is excluded under this Warranty. This Warranty does not apply to: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic ports. The Warranty is void should the Product have a missing, altered, or defaced serial number.

Software Pre-installed on a Device

Please reference the Sangoma End User License Agreement "EULA" for any warranty that applies to the specific Software as found at http://www.sangoma.com/legal. For software updates and supplements, additional support contracts may be required and Customer should review its options at http://www.sangoma.com/support. Otherwise, this Warranty Program does not provide, either expressly or by implication, a warranty for any Software.

IFTHE SANGOMA HARDWARE IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, IT IS RECOMMENDEDTHAT CUSTOMER MAKE REGULAR BACKUP COPIES OFTHE INFORMATION CONTAINED ONTHE STORAGE MEDIATO PROTECTTHE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE
OPERATIONAL FAILURES. Further, Sangoma recommends that Customer maintain a separate backup copy of any Software and the contents of its storage media, remove all personal information that that Customer wishes to protect and provide Sangoma with the GUI andTelnet/SSH passwords.

DURING SANGOMA'S PERFORMANCE OFTHE WARRANTY SERVICES IT IS POSSIBLETHATTHE CONTENTS OFTHE SANGOMA PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH EVENT SANGOMA AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ONTHE STORAGE MEDIA OR ANY OTHER PART OFTHE SANGOMA PRODUCT SERVICED.

Following the provision of the Warranty Services, the repaired Product or a replacement Product will be returned to Customer as your Sangoma Product was configured when originally purchased, subject to applicable updates.
Customer is responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

Limitation of Liability for Hardware Warranty

If the Products fail or do not perform as warranted, Customer's sole recourse is to have the Product repaired or replaced by Sangoma as described above. IN NO EVENTWILL SANGOMA BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, LOSS OF DATA, FAILURETO REALIZE EXPECTED PROFITS OR SAVINGS OR FOR ANY ECONOMIC LOSS, OR FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL LOSSES OR DAMAGES, EVEN IF SANGOMA HAS BEEN ADVISED OF OR COULD REASONABLY FORESEETHE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING. IN NO EVENT WILL SANGOMA BE LIABLETO CUSTOMER FOR MORETHANTHE AMOUNT OFTHE INVOICE PRICE OFTHE PRODUCT.

Sangoma specifically disclaims all other warranties, expressed or implied, and the installation or use of this Product will constitute an

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acceptance of this Policy and theWarranty Program.

How to Obtain Service Under this HardwareWarranty

The RMA process is initiated by opening a support request at https://support.sangoma.com. Once a Sangoma Technical Support Engineer verifies that the Product is registered and that a hardware problem exists the engineer may require that Customer to respond to questions designed to assist with the diagnosis and resolution of the issue and if it is determined the return of the Product is necessary, Customer will be provided with an RMA number and shipping instructions.The RMA number constitutes Sangoma's approval to deliver the defective unit to the point of purchase to obtain Warranty Services. A sales receipt may be required by the Channel Partner to verify the original purchase. Customer must either use the original packing or pack the unit securely to avoid damage during shipping. Each return authorization is valid for 30 days after the RMA number is issued after which time it will expire.

Shipping Instructions

The RMA number should be clearly noted on the address label and all shipping documents. Customer is to ship the Product, pre-paid, to the point of purchase. Detailed instructions are provided on the RMA authorization.

Shipping Costs

Customer is responsible for the cost of shipping the product to Sangoma either directly or via the Channel Partner or point of purchase. If the Product is covered and repaired under warranty, Sangoma will pay to ship the product back to the customer return address on an INCOTERMS DAP basis. Sangoma will not pay any custom fees or duties required to clear the entry of the Product into the country.

Extended Hardware Warranty Coverage and Advance Replacement Option

Extended Hardware Warranties and Advance Hardware Replacement options are available for purchase for most Products only at the time of purchase, or during a valid warranty period as defined above. Once the warranty has expired the option to purchase or renew extended warranties is no longer available. In the case of Advanced RMA, the process will work as described above and Sangoma will ship a replacement unit before receiving the failed unit under the RMA process. If the RMA unit is not shipped back to Sangoma within thirty (30) days, Sangoma will issue an invoice for the advance replacement unit at its standard pricing level. Sangoma will try to ship the replacement product within 48 hours, however in some exceptional cases (e.g. for when devices are missing from the stock), Sangoma cannot guarantee the immediate shipment until restock is done. Because of this, exact timing cannot be provided.

Governing Law / Jurisdiction / Dispute Resolution

The laws of Province of Ontario govern all matters arising out of this Agreement. Each party hereby submits to the exclusive jurisdiction of the courts of Ontario for any legal action arising out of this Agreement.

Channel Partners

Some Channel Partners may have specific terms and procedures regarding the RMA process. Customers who have purchased the Products from a Channel Partner, should consult any such documents provided by their Channel Partner.

Entire Agreement

This Policy together with any sales agreements, purchase orders, the printed paper license terms or other terms accompanying any supplements, updates, and services that are provided by Sangoma, and the terms contained in web links listed in this Policy, are the entire agreement between the parties concerning the Warranty Program. In the event that there is any conflict between Customer's sales agreement or purchase order and this Policy, the terms of the sales agreement or purchase order will prevail.

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VILLAGE OF BROOKFIELD
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor (the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Amanda Irwin, hereby certify that I am the Business Manager of
(Name of Owner or Officer) *(Title or Office)*
Proxit, Inc., and as such, hereby represent and warrant to the Village of Brookfield,
(Name of Contractor)
a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);

3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, as a condition of any agreement with the Village of Brookfield, that the Contractor is under no legal prohibition on contracting with the Village of Brookfield, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;

2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

a. Abide by the terms of the statement;

b. 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;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Brookfield within ten (10) days after receiving notice under Paragraph 2.A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. 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;

F. 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; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

4. The Contractor at the time it submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for an Illinois Department of Human Rights pre-qualification number on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

5. No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

6. No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value

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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 Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

7. The Contractor has not given to any officer or employee of Village of Brookfield 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 Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

8. In compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), the Contractor 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.

9. Neither the Contractor 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 it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

Dated: August 23, 2019 Contractor: Amanda Irwin

By: [signature]

Amanda Irwin, owner
(Name of Owner or Officer) *(Title or Office)*

"OFFICIAL SEAL"
MICHAEL J. GILMARTIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/16/2020

STATE OF ILLINOIS)
) *ss.*
COUNTY OF Cook)

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

AMANDA IRWIN *(Name of Owner or Officer)* known to me to be the OWNER *(Title or Office)* of PROXIT INC *(Name of Contractor)*, 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: August 23, 2019

[signature]
Notary Public

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BROOKFIELD

VILLAGE OF BROOKFIELD

COOK COUNTY, ILLINOIS

GENERAL CONDITIONS AND SPECIAL PROVISIONS

FOR

VOICE OVER INTERNET PROTOCAL (VoIP) TELEPHONE SYSTEM

OFFICE OF THE VILLAGE MANAGER
BROOKFIELD MUNICIPAL BUILDING
8820 BROOKFIELD AVENUE
BROOKFIELD, ILLINOIS 60513
(708) 485-7344
https://brookfieldil.gov

Tim Wiberg, Village Manager
twiberg@brookfieldil.gov

George Issakoo, Assistant Village Manager
GIssakoo@brookfieldil.gov

Doug Cooper, Director of Finance
dcooper@brookfieldil.gov

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GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these General Conditions or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these General Conditions or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Addendum. A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

101.03 Architect. Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.

101.04 Calendar Day. Every day shown on the calendar.

101.05 Cataclysmic Event. An occurrence caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action and must not be preventable or capable of substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capability of a river, stream or other body of water, is not a cataclysmic event unless the flood water elevation exceeds the 100-year flood elevation as defined in the contract.

101.06 Contract. The written agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The Contract includes the Proposal, Contract and Contract Bond, General Conditions, Special Provisions, general and detailed plans, and any agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.07 Contract Bond. The approved form of security furnished by the Contractor and its surety as a guaranty that the Contractor will execute the work according to the terms of the contract.

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101.08 Contract Documents. The contract documents are composed of these documents that are incorporated by this reference into and form a part of the contract:

101.08.01 Proposal

101.08.02 Contract

101.08.03 General Conditions

101.08.04 Specifications

101.08.05 Contract Bond

101.08.06 Any approved Modifications (Change Orders) to the Contract

101.09 Contract Time. The number of calendar days allowed for completion of the contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the contract shall be completed on or before that date.

101.10 Contractor. The individual, firm, partnership, joint venture or corporation contracting with the Village for performance of prescribed work.

101.11 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.12 Extra Work. An item of work not provided for in the contract as awarded but found essential and germane to the satisfactory completion of the contract within its intended scope as determined by the Village Manager.

101.13 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.14 Special Provisions. Additions and revisions to the General Conditions covering conditions peculiar to an individual contract.

101.15 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities and the quality of materials to be furnished under the contract.

101.16 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the Village Manager, assumes obligation for performing specified work.

101.17 Surety. The corporation, partnership or individual, other than the Contractor, executing the Contract Bond.

101.18 Village. The Village of Brookfield.

101.19 Village Manager. The Village of Brookfield Village Manager.

101.20 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the contract. The Village Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the contract, the Contractor:

102.01.01 Shall carefully examine the provisions of the contract, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the construction;

102.01.02 Conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the work;

102.01.03 Agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the contract requirements; and

102.01.04 Shall be responsible for any costs, expenses, losses or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the contract requirements.

102.02 Certifications. The executed contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

102.02.01 **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

102.02.02 **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

102.02.03 **Educational Loan.** The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

102.02.04 **Illinois Department of Employment Security Non-Delinquency.** The Contractor shall certify that it is not delinquent in any obligation to the Illinois Department of Employment Security.

102.02.05 **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

102.02.05.01 Publishing a statement:

102.02.05.01.01 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

102.02.05.01.02 Specifying the actions that will be taken against employees for violations of such prohibition;

102.02.05.01.03 Notifying the employee that, as a condition of employment on such contract, the employee will:

102.02.05.01.03.01 Abide by the terms of the statement; and

102.02.05.01.03.02 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;

102.02.05.02 Establishing a drug-free awareness program to inform employees about:

102.02.05.02.01 The dangers of drug abuse in the workplace;

102.02.05.02.02 The Contractor's policy of maintaining a drug-free workplace;

102.02.05.02.03 Any available drug counseling, rehabilitation, and employee assistance program; and

102.02.05.02.04 The penalties that may be imposed upon employees for drug violations;

102.02.05.03 Making it a requirement to give a copy of the statement required by subparagraph 102.02.05.01 to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;

102.02.05.04 Notifying the Village within ten (10) days after receiving notice under subparagraph 102.02.05.01.03.02 from an employee or otherwise receiving actual notice of such conviction;

102.02.05.05 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;

102.02.05.06 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;

102.02.05.07 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

102.02.06 Equal Employment Opportunity. The Contractor shall certify that it provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

102.02.07 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor 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.

102.02.08 Prohibited Interest in Contract. The Contractor shall certify that:

102.02.08.01 No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or

102.02.08.02 No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent

child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

102.02.09 Gift Ban.

102.02.09.01 The Contractor shall certify that 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 Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act; and

102.02.09.02 The Contractor shall certify that the Contractor 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 Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

102.02.10 Substance Abuse. The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), the Contractor 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.

102.02.11 Patriot Act. The Contractor shall certify that neither it 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 it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor 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.

102.03 Contract Bond. If the contract exceeds $50,000, the Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. *(See the Public Construction Bond Act [30 ILCS 550].)* The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village. The Village shall have sole discretion to determine acceptability of bonds.

102.03.01 Acceptability of Surety. The Contract Bond shall be issued by a surety that meets all of the following standards:

102.03.01.01 Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V" or higher;

102.03.01.02 Is duly licensed in the state of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

102.03.01.03 Does not have a history of unacceptable performance related to the Village's claims;

102.03.01.04 Is listed in current U.S. Treasury Circular 570; and

102.03.01.05 Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

102.03.02 Unacceptable Performance of a Surety. Unacceptable performance of a surety, related to the Village's claims, may consist of one or more of the following:

102.03.02.01 Failure to abide by the terms of the bond;

102.03.02.02 Failure to respond to the Village's termination notice within ten (10) working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

102.03.02.03 Failure to begin completion work at the construction project site within fifteen (15) calendar days of the execution of the takeover agreement, absent material factors beyond the control of the surety which delay commencement and the surety's demonstration of good faith efforts to begin work as soon as possible;

102.03.02.04 Failure to respond to the Village's communications within a reasonable time;

102.03.02.05 Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein;

102.03.02.06 Failure to pay suppliers, subcontractors, and claims on a timely basis;

102.03.02.07 Failure to utilize properly the Village's procedures and forms as required;

102.03.02.08 Failure to work cooperatively and in good faith with the Village;

102.03.02.09 Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

102.03.03 Signatures. The contract bond shall contain original signatures in ink of the Contractor and an officer of the surety, including a notary statement authenticating signatures and appropriate power of attorney of the surety.

102.03.04 Rights to Bonds. No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than the Village.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of work that the Contractor undertakes to do in full compliance with the plans and specifications. The Contractor shall perform all work and such additional, extra and incidental construction as may be necessary to complete the work. The Contractor shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Village Manager and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.

104.02.01 The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily.

All change orders shall be made in writing. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety. The Contractor shall perform the work as altered. If the alterations or changes significantly change the character of the work under the contract, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

All alterations, cancellations, extensions and deductions shall be authorized in writing by the Village Manager before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. Claims for extra work that have not been authorized in writing by the Village Manager will be rejected. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

104.02.01.01 All increases in work of the type that appear in the contract as pay items accompanied by unit prices shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

104.02.01.02 Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

104.02.01.03 In cases where the Village cancels or alters any portion of the contract items, items that are partially completed shall be paid for as specified in Article 109.05.

104.02.02 All change orders less than $20,000 may be approved by the Village Manager All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of $10,000 or more, but less than $20,000, and the time of completion by a total of less than thirty (30) days, shall require the Village Manager to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane

to the original contract as signed, or (3) the change order is in the best interest of the Village. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of $20,000 or more or the time of completion by a total of thirty (30) days or more shall require the Village Board of Trustees to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the Village.

104.02.03 If a change order authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

104.02.04 Claims for extra work that have not been authorized in writing by the Village Manager will be rejected.

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Village Manager will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in contract time because of such change or changes will be made according to the provisions of Article 108.10.

104.04 Final Clean Up. Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials and equipment; and all parts of the work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of Village Manager. All work of the contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and work; the manner of performance; acceptable rates of progress on the work; the interpretation of the contract and specifications; the fulfillment of the contract; the measurement of quantities and payment under the contract and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract or failure to carry out orders of the Village Manager. The work may also be suspended at the Contractor's risk for such periods, as the Village Manager may deem necessary, due to unsuitable weather, for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

The contract does not require the Village Manager to provide the Contractor with direction or advice on how to do the work. If the Village Manager approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the contract, relieve the Contractor of the risks and obligations of the contract or create liability for the Village.

In case of failure on the part of the Contractor to execute work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than $20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the contract time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village Board of Trustees.

105.02 Conformity with Contract. All work performed and all materials furnished shall be in conformity with the contract. All work or material that does not conform to the requirements of the contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept work produced by the Contractor if the Village Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the contract. In this event, the Village Manager shall document the basis of acceptance by contract modification that may provide for an appropriate adjustment in the contract price for such work or materials, as the Village Manager deems necessary, to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any extra work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. The Contractor shall give the work constant attention necessary to facilitate the progress thereof and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the

specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village Manager or authorized representatives.

105.04 Inspection of Work. All materials and each part or detail of the work shall be subject at all times to inspection by the Village Manager. Such inspection may include any material furnished under the General Conditions and Special Provisions. The Village Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Village Manager requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the General Conditions and Special Provisions. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

105.05 Final Completion. Upon due notice from the Contractor of completion of the entire project, the Village Manager will make an investigation to determine if the work is complete. If all construction provided for and contemplated by the contract is found satisfactorily completed according to all of the requirements of the contract, the Village Manager will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any work, in whole or in part as being unsatisfactory, the Village Manager will give the Contractor the necessary instructions for correction of same; and the Contractor shall immediately comply with such instructions. Upon correction of the work, another investigation will be made. Provided the work has been satisfactorily completed, the Village Manager will notify the Contractor, in writing, that the work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the work shall be supplied from the source specified in the General Conditions and Special Provisions and meet all quality requirements of the contract. All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the contract at the time they are used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Village Manager. If in place, they shall be removed by the Contractor at its expense and replaced with acceptable materials. No rejected material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Village Manager pursuant to the provisions of this Article, the Village Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save

harmless the Village and all of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information.

107.06.01 It is anticipated that the Village will disclose to the Contractor or that the Contractor will have access to certain proprietary information, which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to Contractor any ownership or other proprietary interest in the Confidential Information. The Contractor does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Contractor shall keep all Confidential Information concerning the project confidential, except for communications incident to its work performed on the project between the Village, the Contractor and its subcontractors, suppliers, and sub-consultants, and except for publicity approved by the Village and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project. The Contractor shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Contractor will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, work, finances or operations of the Village except as expressly authorized by the Village. The Contractor shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the work to employees of the Village or Contractor with a need to know for purposes of the performance of the work hereunder. The Contractor acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Contractor without the Village's express authorization would be harmful and damaging to the Village's interests:

107.06.01.01 Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes and computer databases which are not otherwise known to the public;

107.06.01.02 All information relating to the work being performed by Contractor under this contract regardless of its type or form that is not known to the public;

107.06.01.03 All plans, drawings, specifications of any Village facility;

107.06.01.04 Financial information, emergency response and homeland security

information and law enforcement records which are not known to the public;

107.06.01.05 Law enforcement reports and records; and

107.06.01.06 All information provided to the Contractor by the Village pursuant to the terms of this Contract.

107.06.02 This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Contractor's employees, their spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

107.06.03 The Contractor shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Contractor can demonstrate by clear and convincing evidence: (a) was rightfully in Contractor's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Contract; or (c) is rightfully received by Contractor from a third party without an obligation of confidentiality; (d) is independently developed by the Contractor; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Contractor first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

107.06.04 Upon termination of this contract or earlier at the Village's request at any time, Contractor shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

107.06.05 In the event of breach of the confidentiality provisions of the contract, it shall be conclusively presumed that (1) irreparable injury would result to the Village, and (2) there would be no adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this contract. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of the contract survive the termination or performance of the contract.

107.07 Workers' Compensation Insurance. Prior to the approval of its contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Workers' Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the Workers' Compensation Act of the State of Illinois, as amended.

107.07.01 **Self-Insurance.** Notwithstanding the rating and financial size categories stated in Section 107, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance. For evidence of approval, the Contractor shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

107.07.02 **Employers' Liability.** Employers' liability coverage shall be provided having the following limits of liability:

107.07.02.01 Each accident $1,000,000.

107.07.02.02 Disease - policy limit $1,000,000.

107.07.02.03 Disease - each employee $1,000,000.

107.07.03 Wage Reporting. The workers' compensation insurance carrier, or self-insurance service agency, where applicable, shall certify that, to the best of its knowledge, the Contractor has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

107.07.04 Maintenance of Insurance. Workers' compensation insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the General Conditions and Special Provisions. The maintenance of workers' compensation insurance or other protection, until acceptance of the work by the Village, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been selected or any other act which results in lack of protection under the said Workers' Compensation Act may be considered as a breach of the contract.

107.07.05 Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

107.08.01 Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

107.08.02 Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Village Manager. The Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

107.08.03 This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the Veterans Preference Act, as amended (330 ILCS 55/1 *et seq.*):

107.09.01 In the employment and appointment to fill positions to perform work under the Contract, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

107.09.01.01 The veteran served a total of at least 6 months; or

107.09.01.02 The veteran served for the duration of hostilities regardless of the length of engagement; or

107.09.01.03 The veteran served in the theater of operations but was discharged on the basis of a hardship; or

107.09.01.04 The veteran was released from active duty because of a service-connected disability and was honorably discharged.

107.09.02 Such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment;

107.09.03 No preference shall be given to veterans, not residents of the Village, over residents thereof, who are not veterans.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

107.10.01 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.

107.10.02 If it hires additional employees in order to perform the contract 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.

107.10.03 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.

107.10.04 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

107.10.05 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 Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

107.10.06 Permit access to all relevant books, records, accounts and work sites by personnel of the Village 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.

107.10.07 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such provisions of the contract will be binding upon such subcontractor. In the same manner as with other provisions of the contract, the Contractor will be liable for compliance with applicable

provisions of this clause by such subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor 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.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village; and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor 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 Contractor shall (except where it 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 $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.13 Patented Devices, Material and Processes. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the Village for any cost, expense and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.14 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day

Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the work, the Contractor shall notify the owners of such property, in writing, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in its manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials; and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the General Conditions and Special Provisions complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed; or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary; and the cost thereof shall be deducted from any compensation due, or which may become due, to the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.16 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify, keep and save harmless, the Village and its Board of Trustees, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees, which are the result of an error, omission or negligent act or willful act of the Contractor or any of its employees or agents arising out of or resulting from the performance of services under this Contract, except where such is due to the negligence of the party seeking to be indemnified. If any judgment shall be rendered against the Village, its Board of Trustees, officers, agents or employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its Board of Trustees, officers, agents and employees, for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Village for the payment thereof may be retained by the Village for said purpose; or in case no money or insufficient money is due to satisfy such claim, lawsuit or action, the Contractor's

surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. No inspection by the Village, the Village Manager, Village employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of this agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. The Contractor shall have the duty to confirm that the terms of all insurance comply with the contract. No action or failure to act on the part of the Village shall constitute a waiver of any insurance requirement. Coverage limits shall be written at not less than the minimum specified in this Section 107.

107.17.01 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per-project basis.

107.17.01.01 The general aggregate limit shall be endorsed on a per-project basis.

107.17.01.01.01	$1,000,000 bodily injury per person
107.17.01.01.02	$2,000,000 bodily injury aggregate limit
107.17.01.01.03	$500,000 property damage per occurrence
107.17.01.01.04	$2,000,000 property damage aggregate limit
107.17.01.01.05	$1,000,000 combined, single-limit coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Village may accept a separate owner's protective liability policy in lieu of the Village, its officers, and employees' being insureds on the Contractor's policies.

107.17.02 Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles. Coverage shall be at least as broad as Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90);

107.17.02.01	$500,000 bodily injury per person
107.17.02.02	$1,000,000 bodily injury per occurrence
107.17.02.03	$500,000 property damage per occurrence
107.17.02.04	$1,000,000 combined, single-limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

107.17.03 Umbrella or Excess of Loss Coverage. If the limits specified in Article 107.17.01 and 107.17.02 are not met, the Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by an Umbrella

or Excess Liability policy. For contracts in excess of $50,000, the Contractor shall provide an Umbrella or Excess Liability policy of not less than $1,000,000 over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages. All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

107.18 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

107.19 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.20 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

107.20.01 General Liability and Automobile Liability Coverages.

107.20.01.01 The Contractor's insurance coverage shall be primary as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials and employees shall be in excess of Contractor's insurance and shall not contribute with it.

107.20.01.02 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials and employees.

107.20.01.03 The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

107.20.01.04 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials and employees as additional insureds.

107.20.01.05 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.20.02 All Coverages. Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village; and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

107.20.02 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.21 Failure to Maintain. It shall constitute a material breach of the contract if the Contractor does not maintain the insurance required by this contract. If the Village determines at any time that the Contractor's insurance does not meet the requirements set forth herein, the Village shall provide prompt notice to the Contractor and, in its sole discretion, may take measures to protect itself and the public from the effect of the Contractor's breach. Whether stated in this article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

107.22 Evidence of Insurance.

107.22.01 The Contractor shall file with the Village evidence of complete coverage of all insurance required bearing the original signature of the insurance company's agent authorized by that insurer to bind coverage on its behalf. Acceptable evidence of insurance is (electronic copies will be accepted) is as follows:

07.22.01.01 A binder or certificate of insurance with original endorsements affecting coverage; or

07.22.01.02 The complete insurance policy with original endorsements affecting coverage.

107.22.02 The contract will not be executed by the Village until acceptable evidence of coverage is on file with the Village. The Contractor shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The Village may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

107.22.03 The certificate of insurance and endorsements shall be on forms provided by the Village and are to be received and approved by the Village before any of the Contractor's work commences. The Village reserves the right to request full, certified copies of the insurance policies. If requested, the Contractor shall promptly furnish the Village with the full, certified copies of the insurance policies and endorsements requested. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

107.23 Additional Insureds. Other than the Workers' Compensation policy, the Village, its officials and employees, shall be covered as additional named insureds (Exhibit D) for occurrences arising, in whole or part, out of the work and operations performed by the Contractor, including, but not limited to, activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials or employees. The attached Additional Insured Endorsement (Exhibit E) shall be

provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B).

107.24 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

107.25 Acceptability of Insurers. The Village shall exercise sole discretion to determine the acceptability of the Contractor's insurance carriers as of the time of contract execution. Subsequent to execution, if the Contractor chooses to change carriers, the Village's approval is required. The insurance carriers used by the Contractor shall have a minimum insurance rating of A and a financial rating of VII according to the Best's Key Rating Guide, shall be duly licensed to do business in the State of Illinois by the Illinois Department of Insurance, shall not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance and shall not have a history of unacceptable performance related to claims involving the Village or on Village projects.

107.26 Unacceptable Performance of Insurance Company. Unacceptable performance of an insurance company related to claims involving the Village or on Village projects may consist of one or more of the following:

107.26.01 Failure to abide by the requirements of the applicable contract for projects or the applicable bidding documents;

107.26.02 Failure to respond to the Village's communications within a reasonable time;

107.26.03 Failure to acknowledge receipt of a claim within thirty (30) calendar days;

107.26.04 Failure to investigate and respond to a claim within sixty (60) calendar days;

107.26.05 Unjustified denial of coverage or reservation of rights to deny coverage for claims;

107.26.06 Failure to pay meritorious claims on a timely basis;

107.26.07 Failure to work cooperatively and in good faith with the Village;

107.26.08 Failure to provide the Village with requested documentation within a reasonable time, including but not limited to, insurance policies, inspection reports, certificates, binders, and general correspondence.

107.27 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

107.28 Contractor Safety Responsibility. Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Village that a safe workplace shall be provided for

all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor agrees to require this workplace safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Village to be a third-party beneficiary of each guarantee.

107.29 Contractor's Responsibility for Work. Except as otherwise provided in this article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work as completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the contract and shall bear all the expense and costs to do so except when the Village Manager determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the Village Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and Village understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Village agree that the Village Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the Village Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Village Manager as to coverage by this exception and the amounts eligible for reimbursement; and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

107.30 Personal Liability of Public Officials. In carrying out any of the provisions of this contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this contract with the Village, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this article.

107.31 No Waiver of Legal Rights. The Village shall not be precluded or estopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor; or from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; or the work or materials do not in fact conform to the contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. A waiver on the part of the Village of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

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107.32 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust-control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid, and no additional compensation will be allowed.

107.33 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

107.34 Public Works Employment Discrimination Act. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The Contractor, subcontractor, nor any person on his, her or its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

107.35 Conflicts of Interest. The Contractor has disclosed and is under a continuing obligation to disclose to the Village, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Contractor from having or continuing the contract, including those which may conflict in any manner with any of the Contractor's obligations under this contract. The Contractor shall not employ any person with a conflict to perform under this contract. A conflict of interest exists if:

107.35.01 Shareholder, director, officer member or partner of the Contractor (i) holds an elective office in Village; (ii) is an appointed officer or employee of the Village;

107.35.02 A Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

107.35.03 Solicitation of Village Employees. The Contractor shall notify the Village Manager if it solicits or intends to solicit for employment any of the Village's employees during any part of the procurement process or during the term of the Contract and shall notify the Village's Mayor if it solicits or intends to solicit for employment the Village Manager during any part of the procurement process or during the term of the Contract.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total contract cost and with materials purchased or produced by the Contractor. The Village Manager may request the Contractor to provide proof the proposed subcontractor has the experience, ability and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the contract and bonds. All transactions of the Village Manager shall be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Village representatives to examine the subcontract agreements upon notice. The Village Manager may order the Contractor to remove a subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the subcontractor for any further work under this contract. All subcontractors shall be licensed with the Village as a condition for approval to perform work on the contract.

108.02 Progress Schedule. After the award of the contract and prior to starting work, the Contractor shall submit to the Village Manager a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work before the completion date specified in the contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the Village Manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the Village Manager will select the controlling item of work for the purpose of charging working days. When the contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the Village Manager will select the controlling item of work for the purpose of checking the progress of the work. The Village Manager will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall begin the work to be performed under the contract not later than ten (10) days after the execution of the contract by the Village, unless otherwise provided in the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all work subject to the date on or before the specified completion date.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the work to full completion in the manner and time required by the contract. All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Village Manager may suspend the work by written notice until compliance with such orders is achieved.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the contract work in conformity with the requirements of the contract. When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Work Time Restrictions. Except in connection with public health, safety or the protection of persons, the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Village Manager's written permit given after prior written application. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work, including, but not limited to, the erection (including excavation), demolition, alteration or repair of any building shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays. The Village Manager's permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Village Manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and

highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this contract or any subcontract shall be manufactured or produced in the United States unless the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Village's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order or ruling, the rate conforming to the federal law, order or ruling shall govern. (*See* Exhibit F). The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail or electronically, a certified payroll to the public body in charge of the project. (*See Exhibit G*). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:

108.08.01 Such records are true and accurate;

108.08.02 The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

108.08.03 The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

108.09 Suspension of Work. The Village Manager shall have authority to suspend the work in whole or in part when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the contract or orders of the Village Manager. Contractor shall immediately comply with Orders to suspend or resume work. If it becomes necessary to stop work for an indefinite period of time,

the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the Village Manager.

The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.10. Except as provided hereinbelow for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this article.

If the performance of all or any portion of the work is suspended or delayed by the Village Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Village Manager in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village Manager will evaluate the Contractor's request. If the Village Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The Village Manager will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of this contract.

108.10 Determination and Extension of Contract Time.

(a) Time is of the essence, and completion of the work by the completion date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; or delay by the Village in making the site available; or in furnishing any items required to be furnished to the Contractor by the Village;

2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;

3. Fires;

4. Epidemics;

5. Strikes or other labor disruptions extending in duration more than five calendar days;

6. Material delivery;

7. Cataclysmic events;

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven (7) calendar days of the commencement of each such delay requesting an adjustment; and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its subcontractors or subcontractors of any tier. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved. The Village Manager will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

108.11 Failure to Complete the Work on Time. Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of One Hundred Dollars ($100.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection and supervision during periods of extended and delayed performance.

The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

108.12 Default on Contract. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the contract, the Village Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the contract, or the Village may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. The termination shall be without prejudice to any other remedy the Village may have.

108.12.01 The Contractor shall stop work and vacate the construction site immediately upon termination of its rights under the Contract. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which the Village has paid, wherever stored, without the written consent of the Village. Any materials stored off-site, and which have been paid for by the Village shall be immediately delivered to the Village or its designated representative upon request. The Village reserves the right either to have the materials delivered to the site and deduct the cost of the delivery from the contract balance or to abandon the materials and deduct the cost of the materials from the contract balance. The Contractor shall deliver to the Village copies of all drawings, specifications, estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Village. The Village may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Contractor.

108.12.02 When the Village calls upon the surety to complete the work, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work under the contract and employ by contract or otherwise any person or persons satisfactory to the Village to finish the work without termination of the contract. Should the Village and the surety be unable to agree on a contractor within fourteen (14) calendar days, the Village may select a contractor. Such employment shall not relieve the surety of its obligations under the contract and the bond. Payments covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agent without any right of the Contractor to make any claim.

108.12.03 If within ten (10) calendar days the surety fails to act on the Village's demand to complete the work, the Village may take over the work and take possession of all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which the Village has paid the Contractor but which are stored elsewhere, and finish the work as the Village may deem expedient by contract publicly advertised or otherwise. In such case the

Contractor shall not be entitled to receive any further payment until the work is finished.

108.12.04 The Contractor shall bear any extra expenses incurred by the Village in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the Village Manager will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Village and shall pay the difference to the Village on demand. The Village reserves the right to recoup any or all previous payments, or deduct from payments due the Contractor, then or thereafter, for the cost of correcting such deficiencies with a completing contractor and including, but not limited to, the cost of additional services made necessary by such failure to perform. If the Village's expenses in completing the contract exceed the unpaid balance or the Contract sum, the Contractor shall pay the difference to the Village.

108.12.05 If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.12.06 The Contract may be terminated by the Contractor if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), provided, however, that the Contractor notifies the Village in writing, by certified mail, return receipt requested, thirty (30) days prior to the proposed termination date and provided further that the Village shall have the right to cure any default within said notification period.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the contract have been completely performed on the part of the Contractor and all parts of the work have been approved by the Village Manager and accepted by the Village according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the contract, or any portion thereof, is definitely terminated or canceled and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 109.06 for partially completed items; and no claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the

Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the Village Manager and that are not incorporated in the work may, at the option of the Village Manager, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Village Manager. Termination of a contract, as stated above, will not relieve the Contractor or its Surety of the responsibility of replacing defective work as required by the contract.

108.15 Termination for Funding. The Village's obligations hereunder shall cease immediately, without further payment's being required, in any year for which the Village Board of Trustees of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

SECTION 109. PAYMENT

109.01 Determination of Completed Work. All work completed under the contract will be measured or completion determined by the Village Manager.

109.02 Taxes. The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.03 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Village Manager shall be the sole judge of such defects, imperfections or damage; and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

109.04 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed specifications for each class of work. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the Village Manager may, upon written order to the Contractor, eliminate such pay items from the contract; and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.05 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the Village Manager is received, which

authorization shall state the items of work to be performed and the method of payment for each item. No payment shall be made for Work performed without such order..

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) Lump Sum Price or Agreed Unit Prices. When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Village Manager.

(b) Force Account Basis. When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) Labor. For all labor and supervisors in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and supervisors are actually engaged in such work to which cost fifteen percent (15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

2) Bond, Insurance and Tax. For property damage, liability and Workers' Compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) Materials. For materials accepted by the Village Manager and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village Manager, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the Village. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Village Manager with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Village Manager.

b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and Workers' Compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the Village Manager not later than sixty (60) days after the date of final inspection according to Article 105.05. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived; and the Village is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.06 Payment for Items Omitted When Partially Completed. Should the Village cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate specified in Article 109.05, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the Village Manager shall be purchased from the Contractor by the Village at actual cost and shall thereupon become the property of the Village; or, at the option of the Village Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.07 Partial Payments and Retainage. At least once each month, on or before the first day of the month, the Contractor shall submit to the Village Manager an Application for Payment in an amount in the proportion to the labor performed by the Contractor in the preceding month bears to the total labor to be performed under the contract and for the materials incorporated into the work. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Village Manager. After fifty percent (50%) or more of the work is completed, the Village Manager may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but

in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract price, nor less than $500.00.

109.07.01 Trust Agreement. Upon the request of the Contractor and with the approval of the Village Board of Trustees, the amount retained may be deposited under a trust agreement with an Illinois bank of the Contractor's choice and subject to the approval of the Village Board of Trustees. The Contractor shall receive any interest on the amount deposited.

109.07.01.01 Requirements. Upon application by the Contractor, the trust agreement must contain, as a minimum, the following provisions:

109.07.01.01.01 The amount to be deposited subject to the trust.

109.07.01.01.02 The terms and conditions of payment if the Contractor defaults.

109.07.01.01.03 The termination of the trust agreement upon completion of the contract.

109.07.01.01.04 The Contractor is responsible for obtaining the written consent of the bank trustee, and any costs or service fees shall be borne by the Contractor.

109.07.01.02 The trust agreement may, at the discretion of the Village Board of Trustees and upon the request of the Contractor, become operative at the time of the first partial payment in accordance with existing statutes, ordinances and Village procedures.

109.08 Partial Payment Documentation.

109.08.01 The Contractor shall supply and each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Village:

109.08.01.01 A duly executed and acknowledged sworn statement showing all subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-subcontractors;

109.08.01.02 Duly executed unconditional waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance with the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of subcontractors, laborers, workers, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;

109.08.01.03 Certified payroll reports from the Contractor and each of its subcontractors. (*See* Exhibit G). The certified payroll shall consist of a complete copy of the records. The

certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor, which avers that:

(i) Such records are true and accurate;

(ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

(iii) The Contractor or subcontractor is aware that filing a certified payroll that it knows to be false is a Class B misdemeanor.

109.08.02 All waivers of lien must use the Village's Waiver of Lien form and bear the signatures of the president or vice-president and secretary or assistant secretary of the Contractor, subcontractor or supplier submitting the waiver of lien. The corporate seal is not a required element;

109.08.03 A Waiver of Lien for the full amount of the payment is required from each Contractor, subcontractor or supplier with each application for payment;

109.08.04 Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the Village Manager will result in the pay estimate's not being processed until the following month.

109.09 Payment approval. The Village may withhold payments, in whole or in part, for a material breach of the contract, including, but not limited to, the Contractor's failure to perform its work or meet the project schedule, failure to pay subcontractors, suppliers or consultants and failure to adhere to terms of this contract. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

109.10 Acceptance and Final Payment.

109.10.01 Semi-Final Payment. When the principal items of the work have been satisfactorily completed, a semi-final application for payment may be made with the consent of the Surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments; but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than $500.00.

109.10.02 Final Payment. Whenever the work provided for by the contract has been completely performed on the part of the Contractor and all parts of the work have been approved by the Village Manager, a final Application for Payment showing the value of the work will be prepared by the Contractor and submitted to the Village Manager, all prior applications for payment upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final application for payment, and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Village shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of the final application for payment, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor after the final approval of the work, thirty (30) days after approval of the final application for payment, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the contract.

109.11 Contract Claims. If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the contract and the Village has not agreed during the ordinary course of contract administration that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived; and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim or provided the Village access to records of actual cost shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a subcontractor founded upon the terms of the contract or the actions and orders of the Village Manager without being first required to make payment to the subcontractor provided as follows: the Contractor makes written certification that the subcontractor is entitled to additional compensation; that the subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the subcontractor do not bar payment to the subcontractor. The written certification may authorize the subcontractor to present the subcontractor's claim directly to the Village. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the subcontractor in favor of the Contractor. The Contractor's interest in the subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

109.11.01 Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Village to ascertain the basis and amount of the claim. All claims shall be submitted to the Village Manager. As a minimum, the following information must accompany each claim submitted:

109.11.01.01 A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.

109.11.01.02 The name of any Village official or employee involved in or knowledgeable about the claim.

109.11.01.03 The specific provisions of the Contract that support the claim and a statement of the reasons why such provisions support the claim.

109.11.01.04 If the claim relates to a decision of the Village Manager that the contract leaves to the Village Manager's discretion or as to which the contract provides that the Village Manager's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Village Manager.

109.11.01.05 The identification of any documents and the substance of any oral communications that support the claim.

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109.11.01.06 Copies of any identified documents, other than state documents and documents previously furnished to the Village by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

109.11.01.07 If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted and the specific provisions of Section 108 under which it is sought.

109.11.01.08 If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead and direct offsite overhead.

109.11.01.09 Under penalty of law for perjury or falsification, the undersigned,

_____,_____,of _____,
(Name) *(Title)* *(Company)*

hereby certifies that the claim for compensation and time, if any, made herein for work on this contract is a true statement, fully documented and supported under the contract between the parties.

Dated _____ /s/_____

Subscribed and sworn before me this _____ day of_____ 20____

_____ My Commission Expires_____
Notary Public

109.11.02 Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Village to have access to those records and any other records as may be required by the Village to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

109.11.03 Audit. All claims filed against the Village shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Village or by an auditor under contract with the Village. The audit may begin at any time during the life of the contract, or on twenty (20) calendar days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) calendar days after the final payment date of the contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the Village, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including, but not limited to, the following documents:

(1) Daily time sheets and supervisor's daily reports.

(2) Union agreements.

(3) Payroll records including tax, insurance, welfare and benefits records.

(4) Material invoices and requisitions.

(5) Material cost distribution worksheet.

(6) Equipment records (list of company equipment, rates, etc.).

(7) Vendors', rental agencies', subcontractors', and agents' invoices.

(8) Subcontractors' and agents' payment certificates.

(9) Canceled checks (payroll and vendors).

(10) Job cost report.

(11) Job payroll ledger.

(12) General ledger.

(13) Cash disbursements journal.

(14) Financial statements for all years reflecting the operations on the contract involved.

(15) Depreciation records on all company equipment.

(16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.

(17) All documents including pricing books and bid documents that relate to each and every claim, together with all documents that support the amount of damages as to each claim.

(18)Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

109.11.04 Time of Submission. All claims submitted according to this article shall be filed not later than six (6) months after the Contractor provides final quantities to the Village according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

109.11.05 Procedure. The Village provides two administrative levels for claims review.

Level I	Village Manager
Level II	Village Board of Trustees

All claims shall first be submitted at Level I. The Village Manager shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Village Manager may schedule a claim presentation meeting if, in the Village Manager's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within forty-five (45) days after the date of the Level I decision and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois. The Village Board of Trustees' written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Circuit Court of Cook County, Illinois, within sixty (60) days after the date of the Village Board of Trustees' written decision, the failure to file shall constitute a release and waiver of the claim.

109.11 .06 Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the Contract, and the claim cost recovery of the Contractor shall be so limited.

109.12 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

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SPECIAL PROVISIONS

The following special provisions supplement the General Conditions and shall govern the installation of the Voice over Internet Protocol (VoIP) telephone system for the Village of Brookfield, Illinois. In case of conflict with any part or parts of said General Conditions, the Special Provisions shall take precedence and shall govern.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements.

Add the following to Article 102.01 of Section 102 of the General Conditions.

102.01.05 Review of Contract Documents. The Contractor shall carefully study and compare the contract documents, including all addenda, and shall promptly report to the Village Manager all errors, inconsistencies or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the contract that the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the Village Manager before the work is performed. If after the discovery of such conflict, the Contractor fails to notify the Village Manager promptly, the Contractor shall upon written direction remove all such work or portion thereof so conflicting and rebuild it as directed at no additional cost to Village

102.01.06 Verification of Dimensions and Existing Conditions. All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the Village Manager as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

SECTION 104. SCOPE OF WORK

Add the following to Section 104 of the General Conditions.

104.05 Specifications – The Specifications set forth the scope of the Work.

SECTION 105. CONTROL OF WORK

Add the following to Article 105.01 of Section 105 of the General Conditions.

105.01.01 Village's Representative. The Village Manager will be the Village's primary representative in the administration of this Contract. The Village Manager shall act as the Village's project manager as provided in the Contract documents subject to the control and authority of the Village Manager.

Add the following to Article 105.02 of Section 105 of the General Conditions.

105.02.01 Interpretation of Contract. The Village Manager shall have the authority to determine questions of fact that arise in relation to the interpretation of this contract and the Contractor's performance hereunder. The Contractor shall proceed diligently with the performance of the contract and in accordance with the Village's decision whether or not the Contractor or anyone else has an active claim pending. Continuation of the performance of the Contractor shall not be construed as a waiver of any rights accruing to the Contractor.

105.02.02 Right to Exclude Persons from Job Site. The Village Manager shall have the right to exclude any person from the job site and deny that person future access to the job site when the Village Manager determines that the person is not performing work in a workmanlike manner, is causing

disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any state or federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a subcontractor, the Village Manager may instruct the Contractor to exclude such person; and the Contractor shall comply.

105.02.03 Contract Requirements. The contract documents are complementary and what is required by any one shall be binding as if required by all. The specifications shall generally govern quality of materials and workmanship. The drawings shall generally govern dimensions, details and location of the work. It is not intended to mention every item of work in the project manual that can be adequately shown on the drawings or to show on the drawings all items of work described or required by the project manual. When an item appears in either the project manual or the drawings, but not both, it shall not be considered to be an ambiguity or inconsistency. In the event that an item in the project manual is inconsistent with the same item in drawings, the Contractor shall provide whichever is the more stringent or the most favorable to the Village, as determined by Village. If it is not possible to make the determination, the project manual shall control over the drawings.

105.02.05 Interpretations and Clarification. All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the Village Manager. The Village Manager will furnish interpretations and supplemental instructions. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of Village.

105.02.06 Error/Omission Change Order Policy. The Village reserves the right to recover from the Contractor all or a portion of the costs associated with change orders issued to correct errors or work due to the Contractor's failure to properly perform the work required by the contract. Incidental damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery.

105.02.07 Ownership of Drawings and Project Manuals. Drawings and project manuals are the property of the Village and may not be used on any other work or project whatsoever without the written consent of the Village.

105.02.08 Digital Information. If the Village transmits information or documentation in digital form, it shall endeavor to establish necessary protocols governing such transmissions. The information is proprietary in nature and may only be utilized for the current project. All drawing information contained therein, but not limited to, blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Village. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Village Manager and the Village assume no responsibility for any consequences arising out of the use of the electronic data. It is the sole responsibility of the Contractor or other user to check the validity of all information contained therein. The Contractor or other user shall at all times refer to the author-provided hard copy of the information. The Contractor or other user shall assume all risks and liabilities resulting from the use of electronic file data.

Add the following to Article 105.03 of Section 105 of the General Conditions.

105.03.01 Supervision of the Work. Using its best skill and judgment, the Contractor shall supervise, manage and coordinate the Contractor's work. The Contractor shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its contract.

105.03.02 Adequate Staff. The Contractor shall furnish a competent and adequate staff as necessary

for the proper administration, coordination and supervision of the Contractor's work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Contractor's work; and keep an adequate force of skilled workers on the job to complete the Contractor's work in accordance with all requirements of the contract.

105.03.03 Contractor's Principal-in-Charge. The Contractor shall designate a principal-in-charge for the Contract. The Village Manager shall address all questions and concerns about the contract and the Contractor's performance of its duties of the contract to the Contractor's principal-in-charge.

105.03.04 Superintendent. The Contractor shall employ a competent superintendent, satisfactory to the Village Manager, who shall be in attendance at the site throughout the active performance of the Contractor's work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the Contractor with regard to workforce schedule, coordination and cooperation.

105.03.04.01 The Contractor shall submit the resume of the proposed superintendent to the Village Manager for review and approval prior to assigning the superintendent to the project.

105.03.04.02 A letter of authority shall be furnished by the Contractor to the Village Manager designating the level of authority of the superintendent and any others who may conduct business for the Contractor.

105.03.04.03 The superintendent shall have not less than two years' documented experience in responsible field supervision for projects of comparable size and complexity.

105.03.04.04 The Contractor shall not change the superintendent unless it has given Village Manager a written request for change fifteen (15) calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible and the Village Manager has given authorization to do so.

105.03.04.05 In the event the superintendent fails to perform his/her duties under the Contract requirements, Village Manager may, in writing, require the Contractor to remove the superintendent from the project. The Contractor shall provide a competent replacement.

105.03.05 Responsibility for Damages. The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to Village including, but not limited to, costs of suit, property damage, attorneys' fees, labor or costs of labor, caused by its performance of the Contract.

105.03.06 Work of Other Contractors. The Village reserves the right to execute other contracts in connection with the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Village.

105.03.07 Miscellaneous. Other rights and responsibilities of the Contractor are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the Contractor to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

Delete Article 105.05 of Section 105 of the General Conditions and substitute the following:

105.05.01 General. The Village Manager shall be responsible for certifying the completion of all Work.

105.05.02 Notification and Preliminary Inspection. The Contractor shall provide written

notification to the Village Manager that the work or a designated portion thereof, is substantially complete. This notification shall include a punch list of any incomplete items. The Village Manager shall then make a preliminary inspection of the work and preliminary punch list.

105.05.03 Guarantees, Warranties and Bonds. The Contractor warrants that all work provided under the contract documents is in compliance with the contract documents and will be free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as may be provided by a commercial warranty received from a manufacturer or installer of equipment or a system incorporated in the work. If, within one (1) year of final acceptance by the Village of work completed by the Contractor or such longer period as may be provided by a commercial warranty received from a manufacturer or installer of equipment or a system incorporated in the work, such work is found not to be in accordance with the requirements of the contract documents or not free from defects in workmanship, materials and equipment, or such work has otherwise deteriorated and is in need of repair, the Contractor shall remedy the defect promptly after written notice is received from the Village Manager. This obligation under this Article 105.05.03 shall survive acceptance of the work by the Village and the termination of the contract.

> **105.05.03.01 Manuals and Service Data.** At substantial completion, the Contractor shall assemble and provide to the Village Manager all maintenance data, operation and maintenance manuals, guarantees, warranties, maintenance data and bonds and a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

105.05.04 Certificate of Substantial Completion. When the Village Manager is in agreement with the Contractor that the work or a designated portion thereof, is substantially complete, the Village Manager and the Contractor shall make an inspection to determine whether the work or a designated portion thereof is substantially complete. If the Village Manager determines that the work or a designated portion thereof is substantially complete, the Village Manager shall prepare the Certificate of Substantial Completion and provide the final punch list to the Contractor. The Village Manager shall forward a "Guarantees, Warranties and Bonds" form, the Certificate of Substantial Completion and the final punch list to the Contractor for signature. The Contractor shall sign the Certificate of Substantial Completion and the final punch list. The Contractor shall forward the signed Certificate of Substantial Completion, the signed final punch list, the completed "Guarantees, Warranties and Bonds" form and all maintenance data, operation and maintenance manuals, guarantees, warranties, maintenance data and bonds to the Village Manager for processing. The Contractor shall expeditiously complete the items contained on the final punch list.

105.05.05 Use and Possession Prior to Completion. The Village shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.

105.05.06 Materials and Equipment. The Contractor shall identify, deliver and store all extra materials and equipment specified in the Contract documents that are the property of the Village. Proper identification shall include the Village project number, project specification number, description of the item and its purpose for use, name, address and phone number of the Contractor that provided the item. The Contractor shall transmit to the Village Manager shall signed receipts of such deliveries.

105.05.07 Notification and Final Inspection. The Contractor shall provide written notification to the Village Manager that the work on the final punch list is complete. Upon Contractor notification,

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the Village Manager shall make an inspection of the completed work. When the work is confirmed as finally accepted by the Village Manager, the Village Manager shall prepare and issue a Certificate of Final Acceptance to the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Delete Article 107.12 of Section 107 of the General Conditions and substitute the following:

107.12 Permits and Licenses. The Village will issue the building permit.

107.12.01 Contractor and Tradesmen Licensing. The Contractor is responsible for any applicable licensing with the appropriate authority of itself and of its subcontractors and all certificates called for by the specifications. The Contractor shall forward to the Village Manager evidence of proper licenses prior to the Contractor's or tradesman's commencing any work. The Contractor shall not knowingly allow any activity to commence or accept any work installed by a non-licensed firm or tradesman where licensure is required.

Add the following Article 107.13 to Section 107 of the General Conditions.

107.13.01 Royalties and Patents. The Contractor shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by the Village will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

Add the following Article 107.35 to Section 107 of the General Conditions.

107.35 Builder's Risk Insurance. Builder's Risk Insurance shall be purchased and maintained by the Village on this project.

107.35.01 Waiver of Damages. The Contractor waives all rights each against the Village for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as the Contractor may have to the proceeds of such insurance held by any of the insured as a result of loss. The Contractor shall require similar waivers of subrogation from all subcontractors.

SECTION 108. PROSECUTION AND PROGRESS

Add the following to Article 108.02 of Section 108 of the General Conditions.

108.02.01 Progress Schedule. The Contractor shall prepare, maintain and monitor its construction schedule.

108.02.02 The Contractor's projected construction schedule shall be updated as necessary, but at least monthly.

108.02.03 The actual activity dates will be recorded on the Contractor's projected construction schedule.

108.02.04 The Contractor shall report to the Village Manager, in writing on a monthly basis, any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes in the schedule.

108.02.05 Payment and reduction of retainage may be denied by the Village for the failure to submit and maintain a proper schedule.

108.02.06 Reviews. The Village Manager and the Village may review and comment on the schedule. Neither the Village Manager's nor the Village's review and comments shall indicate approval or disapproval of the schedule.

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108.02.07 Date of Commencement of Construction of the Project. The Contractor shall commence construction of the Project (the "Date of Commencement of Construction of the Project") expeditiously, after receipt by the Village of all necessary permits, on the date the Village gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery to the Village and the assignment to the Village Manager of the executed Contract The Contractor is not authorized to start work prior to issuance of an authorization to proceed or in the absence of a notice to proceed, prior to the expiration of the time periods set forth in this Article.

108.02.08 Completion of the Project. Unless an extension of time is granted in accordance with this contract, the Contractor shall coordinate, schedule and manage its work and the work of its subcontractors performing work on the project in compliance with the project schedule established by the Village Manager so that its Substantial Completion of the Project is achieved on or before sixty (60) calendar days following the Date of Commencement of Construction of the Project. Unless an extension of time is granted in accordance with this Contract, the Contractor shall coordinate, schedule and manage its work and the work of its subcontractors performing work on the project in compliance with the project schedule established by the Village Manager so that Final Completion of the Project is achieved on or before Seventy-Five (75) calendar days following the Date of Commencement of Construction of the Project.

Add the following to Article 108.10 of Section 108 of the General Conditions.

108.10.04 Right to Order Acceleration. The Village may require the Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the Contractor fails to execute the work in accordance with the project schedule.

SECTION 109. MEASUREMENT AND PAYMENT

Add the following to Article 109.06 of Section 109 of the General Conditions.

109.06.01 Contractor's Schedule of Values. Prior to submitting the first Application for Payment, the Contractor shall provide a schedule of values reasonably satisfactory to the Village Manager and the Village consisting of a breakdown of the Contract Price by trade or appropriate category. The schedule of values shall allocate the entire Contract Price among the various portions of the work. Each item of work required for the Contract shall be indicated and all values are expressed in separate line item costs for material and labor. The Village Manager shall reject any Contractor's Schedule of Values that does not comply with this requirement. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Village Manager and the Village may reasonably require and shall be used as a basis for reviewing the Contractor's partial payment estimates. The Village Manager and the Village must approve all changes to the Contractor's Schedule of Values subsequent to the initially approved document. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Murphy Advantage Insurance Agency
300 High Street
Suite 101
Hamilton OH 45011

CONTACT NAME:
PHONE (A/C, No, Ext): 513-867-4808 FAX (A/C, No): 219-924-8770
E-MAIL ADDRESS: mail@wm-advantage.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Group	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ProxIT Technology Solutions
512 West Burlington Ave
Suite 108 & 210
La Grange IL 60525

PROXTEC-01

COVERAGES **CERTIFICATE NUMBER:** 72849793 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		O7W H023638 00	8/23/2019	8/23/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			O7W H023638 00	8/23/2019	8/23/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y		O7W H023638 00	8/23/2019	8/23/2020	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		W2W H023629 00	8/23/2019	8/23/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Technology/Professional			O7W H023638 00	8/23/2019	8/23/2020		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Brookfield is an additional insured on a primary and noncontributory basis with respect to General Liability only. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

Village of Brookfield
8820 Brookfield Ave
Brookfield IL 60513

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Hanover Insurance Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. **Additional Insured by Contract, Agreement or Permit**

   The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

      (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

      (2) Premises you own, rent, lease or occupy; or

      (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

      (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

      (4) Will not be broader than coverage provided to any other insured.

      (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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EXHIBIT "F"

Cook County Prevailing Wage Rates

The Cook County prevailing wage rates can be found at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2017%20Rates/Cook.pdf

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EXHIBIT "G"

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).

2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.

3. If you are a contractor or Subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.

4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.

5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.

6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.

7. If a fringe benefit is paid into a fund, place the letter "**F**" behind the rate; if the benefit is included on the employee=s payroll check, place the letter "**E**" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).

8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.

9. You are invited to visit Illinois Department of Labor=s web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

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AFFIDAVIT

Monthly Statement of Compliance

Date: _____

I, _____ (name signatory party), _____ (title), do hereby state: that I pay or supervise the payment of the persons employed on the public works project _____ (name of project); that during the payroll period commencing on the _____ day of _____, _____ (year), and ending on the _____ day of _____, _____ (year), all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (name of contractor or Subcontractor) from the full wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work

Signature:_____

SUBCONTRACTORS

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

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Certified Transcript of Payroll

*** Please Note: The submission of falsified payroll records is a criminal offense. ***

Contractor and/or Subcontractor	**Contract Information**	
Contact Person: _____ Company Name: _____ Address: _____ Village, State, Zip: _____ Telephone: _____	Contract Number: _____ Project Number: _____ Project: _____ Project Location: _____	Pay Period Starting Date_____ Pay Period Ending Date _____ Submitted to Village _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Trai n

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REQUEST FOR PROPOSALS FOR A VOICE OVER INTERNET PROTOCOL (VoIP) TELEPHONE SYSTEM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

SPECIFICATIONS

1. Introduction

The Village of Brookfield is interested in soliciting proposals from qualified providers of VoIP telephone systems whose product offering meets or exceeds current Village requirements and whose complete product offering provides a robust solution that will allow the Village to continue to leverage this investment well into the future as the needs of the Village continue to grow.

The specifications of this project are an integral part of the Village's formal Request for Proposal (RFP). All responders are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible Proposer.

1.1 RFP Definitions

The following definitions are used in the RFP:

A. "Client" or "Village" refers to the Village of Brookfield;

B. "PD" refers to the Police Department;

C. "FD" refers to the Fire Department;

D. "PW" refers to Public Works;

E. "Vendor," "Proposer" or "Respondent" refers to a firm, company or organization submitting a proposal in response to this RFP; and

F. "VoIP Telephone System," the "telephone system" or "system" means the solution that the successful Vendor(s) responding to this RFP will be responsible for providing.

1.2 Village Background

Conveniently located 13 miles west of downtown Chicago with easy access to trains, buses, highways and airports, Brookfield is an established, stable, and serene suburb of only 3.1 square miles. We are often called "the world's most visited village" because the world-famous Brookfield Zoo attracts so many visitors.

Brookfield is a vibrant diverse community of 18,978 individuals supporting a variety of churches, good schools, an excellent library, low taxes, convenient transportation and extensive parks and recreation programs. We are committed to economic development, modernizing, building and making our neighborhoods better and safer. Whether shopping, dining, or enjoying the zoo, you will find our humble village a remarkable and friendly place. A great place to live, raise a family, shop, and do business, Brookfield is truly a community in every sense of the word.

1.3 Contact Information

A. All questions pertaining to this RFP can be addressed to:

George Issakoo, Assistant Village Manager
E-mail: gissakoo@brookfieldil.gov

1.4 Network Infrastructure Configuration

A. The Village's network consists of four buildings/sites and eight departments. The phones are stationed at the respective four sites and connect via VPN tunnels using AT&T fiber internet.

B. The village is utilizing a 3Com NBX telephone system and telephones.

C. The network and telephone system are currently maintained by the Village's Information Technology vendor.

D. Analog Telephone Adapters are in place to supply POTS line to fax machines.

E. Telephones are stationed at multiple sites and connect via VPN tunnels using AT&T fiber internet.

Phone Counts:

- Police Department: 23 Phones
- Fire Department 1: 9 Phones
- Fire Department 2: 3 Phones
- Public Works: 8 Phones
- Village Hall: 26 Phones
- Total current phones: 69

1.5 Data Center

A. The primary server room is located within the Village Hall building.

1.7 Logical Network

A. Multiple VLANs are used on the network. All buildings are segmented with multiple VLANs for better traffic management. There will be a dedicated IP Subnet and VLAN ID for the System.

B. TCP/IP is used on the WAN and LAN, as well as OSPF routing for failover.

C. Voice traffic is currently not on a VLAN, but preliminary planning and provisioning a VLAN is will be in place

D. IP Subnets are assigned to the VLANs as necessary.

1.8 Server & Operating System Standard

A. The Village has virtualized the environment using VMware vSphere 5.5. There are 3 primary hosts running approximately 15 virtual machines separated across 3 locations.

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B. The Village uses a Managed Endpoint Security for antivirus protection on the servers and workstations.

1.9 Existing Phone Infrastructure

A. The Village has existing VoIP service using Cat5/5e/6 cable.

B. Not all phones are located at a user's workstation with a PC present.

1.10 Desired Phone Connectivity

A. IP Phone locations that will be used by a user that is located next to a PC must contain 10/100/1000 connectivity and have a 2nd port in which the PC will be connected. The phone will then reuse the existing Cat5/5e/6 cabling. Any required re-cabling must be Cat6 cables.

B. IP Phone locations that are not used by a user that is located next to a PC may contain 10/100 or 10/100/1000 connectivity.

C. All IP Phones must be powered via existing Village owned PoE+ switching.

D. All phones must comply with IEEE 802.11af or IEEE 802.11at standards. Total power consumption is not to exceed a 350-watt PoE budget per 24 phones. This is not the limit of the switches; this is the lowest limit based on current PoE consumption for other devices.

1.11 Scope of Work

A. The intended primary objectives of this project are:

1. To improve communication to the residents by telephone;
2. To provide uninterrupted and continuous service to constituents;
3. To provide the capability to expand the services a telephone system offers;
4. To share equipment and services between facilities, reducing cost and duplication;
5. To replace outdated equipment which can no longer be adequately serviced; and
6. Fully integrate voicemail into a new telephone solution so that users and administrators can efficiently and effectively function in their day-to-day operations.

B. The project encompasses the following:

1. Though this RFP asks for additional network hardware, the new hardware will be configured and integrated by the Village's existing IT vendor;
2. Gathering end-user information to be used in programming the new system;

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3. Providing, programming, installing and connecting all equipment necessary to provide a fully functioning telephone telecommunications system that meets the Village's voice call-processing requirements;
4. Connection to public network telephone services via native SIP service;
5. Conduct end-user and system administration training;
6. Conduct system "fail-over" testing, if this optional item is chosen;
7. Provide on-site "post cutover" support;
8. Removal of the existing telephone system equipment after the new system is installed. All equipment removed will remain in the possession of the Village;
9. Connecting the system and programming the system to support existing public safety call processing system (West VipER);
10. System downtime may only occur during non-business hours. Accommodation for different departments needs to be considered; and
11. Project Proposal will include any and all overtime or afterhours rates. Proposal needs to account for any work that will be formed at times that will accommodate the needs of the Village.

1.12 Proposed System Physical Locations

Village Hall	8820 Brookfield Avenue
Public Works	4545 Eberly Avenue
Fire Station 1	9001 Shields Avenue
Fire Station 2	9248 Broadway Avenue

1.13 Proposed System Independent Departments

Village Manager's Office/Human Resources	Village Hall
Public Works	Public Works Facility
Fire Department	Fire Stations 1 & 2
Police Department	Village Hall
Community and Economic Development Department	Village Hall
Finance Department	Village Hall
Recreation Department	Village Hall (Basement)

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1.14 System Objectives

A. Location transparency through seamless transfers and master auto attendant;

B. Each department will require separate Day/Night schedules;

C. Each department will have its own auto attendant;

D. Direct calling to all departments and divisions as well as selected staff members;

E. Use of distinctive department number "hunt groups" to facilitate the Village's policy of personally answering incoming calls during business hours;

F. Provide a voice processing (voice mail, automated attendant, UC) system that is easy to use for both callers and staff;

G. Program/Information Numbers through announcement mailboxes with individual DID numbers;

H. Utilize an automated attendant to guide callers to the proper Village departments;

I. Use of the Village's fiber connecting all Village facilities;

J. Provide additional or replacement network termination supplies including patch panels, keystones, faceplates and RJ45 ends (Cat6 cable and unterminated cable runs will be provided by Village); and

K. Centralized system management which will facilitate changes to the system configuration at each site from other locations.

Requirements:

A. The proposed system must be able to email voicemail audio in a format playable on a computer to local Exchange email server or Office365 hosted solution;
yes

B. The proposed system will provide direct dialing to specific staff or departments. Village staff must be able to distinguish calls for their department from calls to specific individuals. This can be via distinctive ring or annotation in a caller id prefix;
yes

C. Phones must be able to be programmed to "hot dial" a specified number when picked up without requiring input from the user. This is used for emergency/911 phones placed in the village;
yes

yes D. Caller ID should be provided on each call prior to answering the call;

E. Each telephone should be able to receive multiple calls. The telephones should permit the user to place a call on hold and place another call;
yes

yes F. Telephones should provide means to see if another caller is on the phone or "do not disturb";

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yes G. Phone system should allow for a conference call bridge;

yes H. Ability to place a call on "park";

yes I. Ability to set a calendar for holidays and other known dates for scheduled closings so calls can be routed properly;

yes J. Ability to forward calls to a separate dispatch number via the IVR;

yes K. System must allow for custom music-on-hold. Please provide details as to how the Village must set this up;

yes L. System must be able to route faxes either to an assigned extension and receive and transmit to an email via PDF;

yes M. User interface so individual users can update phone button configuration;

yes N. User interface so individuals can send out faxes directly through the phone system;

yes O. If a physical system is proposed, a minimum RAID1 configuration must be included;

yes P. Proposed phone system must be accessible by Village IT staff to easily make changes to user names, call routing configurations, etc. and must be web-browser based;

yes Q. Phone system must have no less than 2 PRI trunk ports with the ability to build SIP trunks as backup to route calls;

yes R. All telephones should have a digital display and speakerphone;

yes S. All telephones should have the ability to act as a paging speaker;

yes T. All telephones should be PoE powered and adhere to IEEE 802.11at and 802.22af standards; and

yes U. All telephones should allow for additional network connection for computer equipment with a 1Gbps port.

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CONTRACT BOND
(For Projects in Excess of $50,000)

WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Brookfield in the penal sum of _____ Dollars ($ _____ .00), lawful money of the United States, well and truly to be paid unto the Village of Brookfield, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written Contract with the Village of Brookfield for the performance of work on the Contract for which this bond is given and which Contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Brookfield will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Brookfield and the Principal has been made.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Brookfield and its Village Board of Trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. Whenever Principal shall be and is declared to be in default under the Contract, the Village having performed the Village's obligations thereunder, Surety shall, after notice of such default, reserve all rights against all parties, take over and complete the Contract and become entitled to payment of the balance of any monies due or to become due to such defined Principal in accordance with the progress of the work. No right of actions shall accrue on this Bond to or for the use of any person or corporation other than the Village of Brookfield.

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IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____ A.D 2019.

PRINCIPAL

_____
Company Name

By:_____
Signature, Title

SURETY

_____ By:_____
Name of Surety Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) *ss.*
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that_____ and _____
(*Names of individuals signing on behalf of Principal and Surety*)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2019.

_____
Notary Public

My commission expires_____, 20___.

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CONTRACT

This Contract is made this 23rd day of August 2019 between the Village of Brookfield, the "Village," and Proxit, Inc., the "Contractor," for the Village of Brookfield voice over internet protocol (VoIP) telephone system.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to the Contractor and according to the terms of the Notice and Request for Proposals, General Conditions, Special Provisions, Specifications, Proposal and Contract Bond (if required), the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

> The supply and installation of a voice over internet protocol (VoIP) telephone system for the Village of Brookfield, Illinois, and all other incidental work and furnishing of all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Notice and Request for Proposals, General Conditions, Special Provisions, Specifications, Proposal and Contract Bond (if required) which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Description	Unit	Quantity	Unit Price	Total
Standard Voice over Internet Protocol (VoIP) Telephones	Telephones	65	95.00	6175.00
Reception Voice over Internet Protocol (VoIP) Telephones with Side Car (as needed)	Telephones with Side Car	7	229.00	1603.00
Private Branch Exchange (PBX) or Compatible Phone System with Dual Primary Rate Interface (PRI) Card for existing PRI	System	1	5965.00	5965.00
Central Management System (Software)	System	1	Included	Included
Analog Telephone Adapter (ATA)- Foreign Exchange Subscriber (FXS) Analog Gateway	Gateway	4	59.00	236.00
Phone Wall Mounts	Wall Mount	15	15.34	230.10
Labor and Implementation	Labor		9600.00	9600.00
Total Contract Price				23809.10

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within **thirty (30) calendar**

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days of the commencement of the work unless an extension of time is granted in accordance with the General Conditions.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment**. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

> As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

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

b. If to Contractor:

Proxit, Inc.
512 W. Burlington Ave St. 108
La Grange IL 60525
Attn: Scott Stephens

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

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8. **Entire Contract**. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(a) Addenda, if any (none unless indicated here) _____
(b) Contractor's Certification
(c) Contract
(d) Contract Bond
(e) General Conditions
(f) Special Provisions
(g) Specifications

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. **Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –SIGNATURE PAGE TO FOLLOW]

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Village: Village of Brookfield

By: _____
Kit P. Ketchmark, Village President

Attest:

By: _____
Brigid Weber, Village Clerk

Contractor: Proxit, Inc.

By: _____
Scott Stephens, President

Attest:

By: _____
Amanda Irwin, Secretary

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Request For Board Action

REFERRED TO BOARD: September 23, 2019 AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution to Authorize the Filing of an Application to Amend Chapter 62 Entitled "Zoning" of the Code of Ordinances to Prohibit the Location of Retail Cannabis Businesses

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At its September 9 Committee of the Whole meeting, the Board continued its discussion as to whether the Village should allow the sale of recreational cannabis in the Village. After discussion, the Board directed the Village Attorney to draft two Resolutions: one which would essentially opt-out of allowing the sale of recreational cannabis and to refer the issue to the Plan Commission so a Zoning Code Text Amendment could be considered which would formally prohibit the sale in the Village; the second Resolution would specifically allow the sale of recreational cannabis in the Village and refer the issue of what type of zoning regulations should govern the sale to the Plan Commission.

This first Resolution prepared by the Village Attorney would prohibit the sale of recreational cannabis in the Village and refer to the Plan Commission a Zoning Code Text Amendment to formally prohibit the sale in the Village.

FINANCIAL IMPACT: None.

DOCUMENTS ATTACHED: Subject Resolution.

RECOMMENDED MOTION: Move to approve the subject Resolution.

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RESOLUTION NO. R-2019 - 49

A RESOLUTION TO AUTHORIZE THE FILING OF AN APPLICATION TO AMEND CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, TO PROHIBIT THE LOCATION OF CANNABIS BUSINESS ESTABLISHMENTS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

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RESOLUTION NO. R-2019 - 49

A RESOLUTION TO AUTHORIZE THE FILING OF AN APPLICATION TO AMEND CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, TO PROHIBIT THE LOCATION OF CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) authorizes the corporate authorities of the Village of Brookfield, Illinois (the "Village") to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses and to divide the entire Village into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 *et seq*.);

WHEREAS, Sections 62.853 and 62.854 of the Code of Ordinances, Village of Brookfield, Illinois, authorize the corporate authorities of the Village to enact by ordinance an amendment or change in the regulations of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, when public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations;

WHEREAS, on June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act

authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations the Village deems sensitive;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1 *et seq*.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois (hereinafter the "Zoning Ordinance"), the Village is authorized to file an Application for a Text Amendment to authorize an amendment to the Zoning Ordinance to prohibit the location of cannabis business establishments in the Village;

WHEREAS, the corporate authorities of the Village declare that control of cannabis business establishments is necessary to promote the reasonable and orderly development of property in the Village, to enhance the attractiveness of the area for residents and businesses, to protect property values, to protect the public investment, and to promote the overall economic welfare of the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village amend the Code of Ordinances, Village of Brookfield, Illinois, to regulate the location of cannabis business establishments;

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NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing preambles are hereby incorporated as if fully recited herein.

Section 2: The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interest of the Village for it to file an Application for a Text Amendment to amend the Zoning Ordinance to prohibit cannabis business establishments in the Village.

Section 3: The Village Attorney shall be and is hereby authorized and directed, on behalf of the Village, to process and prosecute before the Planning and Zoning Commission an Application for a Text Amendment and such other documents as are necessary to amend the Zoning Ordinance to prohibit cannabis business establishments in the Village.

Section 4: The Village President shall be and is hereby authorized and directed to execute on behalf of the Village an Application for a Text Amendment and such other documents as are necessary to process the Application to amend the Zoning Ordinance to prohibit cannabis business establishments in the Village, a copy of which Application for a Text Amendment is attached hereto marked as Exhibit "A."

Section 5: The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Application for a Text Amendment.

[The remainder of this page is left blank intentionally.]

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Section 6: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 23rd day of September 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 23rd day of September 2019.

_____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

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EXHIBIT "A"

Village of Brookfield
Planning and Zoning Commission Application Packet

Text Amendment

Applicant Information:

1. Name and Phone Number of contact person for application process	Elyse Vukelich, Village Planner, Village of Brookfield 708-485-1445
2. Petitioner's Name	Village of Brookfield
3. Petitioner's Address	8820 Brookfield Avenue Brookfield, IL 60513
4. Phone Number	708-485-1445
5. Email Address	EVukelich@brookfieldil.gov
6. Fax Number	
7. Owner of Record Name	Village of Brookfield
8. Owner of Record Address	8820 Brookfield Avenue Brookfield, IL 60513

Property Information:

9. Common Street Address	Village of Brookfield Illinois		
10. Legal Description	Village of Brookfield, Illinois		
11. Permanent Tax Index Number			
12. When did the owner acquire the property?	Property is not owned by the Village of Brookfield		
13. Is the petitioner in the process of purchasing/leasing the property?		Yes	No X
If so, is the purchase/lease contingent on approval of the map amendment?		Yes	No
14. Is your property use presently (check one):	Conforming X	Non-Conforming	
15. If the property is a non-conforming use, please explain:			

16. Surrounding Zoning and Land Use:		
	Zoning District	Land Use
North	Village of LaGrange Park	Various
South	Village of McCook -	Various
East	Village of LaGrange	Various
West	Village of Lyons	Various
17. What is the Zoning Classification of the subject property?		All zoning districts in the Village of Brookfield, Illinois

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

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Text Amendment Application – Continued

A Text and Map Amendment to authorize an amendment to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to prohibit the location of cannabis business establishments in the village as proposed in the draft of *An Ordinance Amending Chapter 62 entitled "Zoning" of the Code of Ordinances, Brookfield, Illinois, Prohibiting Cannabis Business Establishments* attached as Exhibit "A-1."

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.

_____

Kit P. Ketchmark, Village President Date: September 23, 2019

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EXHIBIT "A-1"

AN ORDINANCE AMENDING CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, BROOKFIELD, ILLINOIS, PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS

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ORDINANCE NO. 2019 - __

Field Code Changed

AN ORDINANCE AMENDING CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE ___DAY OF _____ 2019

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this _____ day of _____ 2019

862995.2

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ORDINANCE NO. 2019 - __

AN ORDINANCE AMENDING CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) authorizes the corporate authorities of the Village of Brookfield, Illinois (the "Village") to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses and to divide the entire Village into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 *et seq*.);

WHEREAS, Sections 62.853 and 62.854 of the Code of Ordinances, Village of Brookfield, Illinois, authorize the corporate authorities of the Village to enact by ordinance an amendment or change in the regulations of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, when public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations;

WHEREAS, on June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis

DRAFT

and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1 *et seq.*), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois (hereinafter the "Zoning Ordinance"), the Applicant, the Village, has filed an Application for a Text Amendment to authorize an amendment to the Zoning Ordinance to prohibit the location of cannabis business establishments;

WHEREAS, after due public notice having been published in the *Riverside Brookfield Landmark* on _____, 2019, mailed to property owners within 250 feet of the property and otherwise made by the applicant in conformity with requirements of the Zoning Ordinance, a public hearing was held on the Petition for a Text Amendment on _____, 2019, at 7:00 p.m. before the Village's Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all of the relevant staff reports, all of the required Text Amendment materials, took sworn testimony and accepted evidence pertaining to the Petition for a Text Amendment for consideration of the requested amendments; and all persons who desired to be heard on the matter were heard;

DRAFT

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WHEREAS, the Planning and Zoning Commission, having duly considered the question of approval of amendments to the Zoning Ordinance has caused a written report of its determination and recommendation approving the text and map amendments to be submitted to the Village Board of Trustees (the "Corporate Authorities") of the Village and which is attached hereto as Exhibit "A";

WHEREAS, based on the evidence presented at the hearing, the Village's Planning and Zoning Commission made the following findings of fact, which are summarized as follows:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

B. The proposed text amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that licensed adult-use cannabis business establishments located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, and to provide in a reasonable manner for the impact and compatibility of licensed adult-use cannabis business establishments with the existing and anticipated future uses of land within the corporate limits of Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village while reasonably regulating the cultivation, processing and dispensing of cannabis occurring within the corporate limits of the Village;

C. The public good demands that the proposed text amendments be adopted because of the passage of the Act and the possibility that adult-use

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cannabis business establishments may desire to locate within the corporate limits of the Village; and

D. The proposed text amendments are in harmony with the general purpose and intent of the Zoning Ordinance because the regulations are reasonable zoning regulations not in conflict with the Act which prohibit the location of adult-use cannabis business establishments and are rules which govern the time, place, manner, and number of adult-use cannabis business establishments and minimum distance limitations between adult-use cannabis business establishments and locations that the Village deems sensitive;

WHEREAS, the Village's Planning and Zoning Commission determined that the following standards have been met and proved by the Applicant:

A. The proposed text amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text amendments be adopted; and

C. The proposed text amendments are in harmony with the general purpose and intent of the Zoning Ordinance;

WHEREAS, in accordance with the aforesaid laws and ordinances, the Village's Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested amendments to the Zoning Ordinance;

WHEREAS, the Planning and Zoning Commission considered the impact of the proposed amendments to the Zoning Ordinance and determined that public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations of the Zoning Ordinance and recommended that the Corporate Authorities amend the Zoning Ordinance, as proposed by the Applicant; and

WHEREAS, the Corporate Authorities of the Village, having reviewed the record and having considered the positive recommendation of the Planning and Zoning Commission determine that public necessity, convenience, general welfare and good

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zoning practice require an amendment of the regulations of the Zoning Ordinance and, therefore, it is deemed necessary, desirable and in the best interest of the Village to amend the Zoning Ordinance to prohibit the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this ordinance and are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Based on the evidence presented at the hearing, the corporate authorities find that:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

B. The proposed text amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that adult-use cannabis business establishments are not located within the corporate limits of the Village as permitted by the Act. The regulations provide in a

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reasonable manner for the impact and incompatibility of adult-use cannabis business establishments with the existing and anticipated future uses of land within the corporate limits of the Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village;

C. The public good demands that the proposed text amendments be adopted because of the passage of the Act and the possibility that adult-use cannabis business establishments may desire to locate within the corporate limits of the Village;

D. The proposed text amendments are in harmony with the general purpose and intent of the Zoning Ordinance because the regulations are reasonable zoning regulations not in conflict with the Act which allow the Village to prohibit the location of adult-use cannabis business establishments and are rules governing the time, place, manner and number of adult-use cannabis business establishments and minimum distance limitations between adult-use cannabis business establishments and locations that the Village deems sensitive;

E. All requisite conditions for the approval of the requested text and map amendments have been met by the Applicant;

F. The standards for the granting of the text and map amendments have been met and proved by the Applicant; and

G. It is in the best interests of the Village that the amendments to the Zoning Ordinance be granted.

Section 3. The corporate authorities find that the following standards have been met and proved by the applicant:

A. The proposed text amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text amendments be adopted; and

C. The proposed text amendments are in harmony with the general purpose and intent of the Zoning Ordinance.

Section 4: Section 62-2 entitled “Definitions” of Chapter 62 entitled “Zoning” of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

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Sec. 62-2 - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure, attached, means a building or structure intended for an accessory use which is physically connected to or within the principal building or structure.

Accessory building or structure, detached, means a building or structure intended for an accessory use which is separated from the principal building or structure.

Accessory use means a use incidental and subordinate to the principal use of the land on the same zoning lot with the principal building, structure or use being served.

Adult arcade means any place to which the public is permitted or invited wherein coin operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

Adult bookstore or *adult video store* means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(1) Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas; or

(2) Instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

A principal business purpose exists if materials offered for sale or rental depicting or describing specified sexual activities or specified anatomical areas generate 20 percent or more of the business's income, or account for 20 percent or more of inventory, or occupy 20 percent or more of total floor space. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas.

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Adult cabaret means a nightclub, bar, restaurant, cafe, or similar commercial establishment that regularly, commonly, habitually, or consistently features:

(1) Persons who appear in a state of nudity or semi-nudity;

(2) Live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas;

(3) Films, motion pictures, videocassettes, slides, photographic reproductions, or other image-producing devices that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

(4) Persons who engage in exotic or erotic dancing or performances that are intended for the sexual interests or titration of an audience or customers.

Adult motel means a hotel, motel or similar commercial establishment that:

(1) Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, or other photographic reproductions that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas, and advertises the availability of such material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television;

(2) Offers a sleeping room for rent for a period of time that is less than 24 hours; or

(3) Allows a tenant or occupant of a sleeping room to subrent the sleeping room for a period of time that is less than 24 hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas.

Adult-use cannabis business establishment means an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Dispensary, Adult-Use Cannabis Infuser

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Organization, Adult-Use Cannabis Processing Organization or Adult-Use Cannabis Transporting Organization.

Adult-use cannabis craft grower means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at an Adult-Use Cannabis Dispensing Organization or use at an Adult-Use Cannabis Processing Organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis cultivation center means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and Cannabis-Infused Products to licensed Adult-Use Cannabis Business Establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis dispensary means a facility operated by an Adult-Use Cannabis Dispensing Organization at which activities licensed by the Cannabis Regulation and Tax Act (Public Act 101-0027) may occur.

Adult-use cannabis dispensing organization means a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed Adult-Use Cannabis Business Establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis infuser organization or infuser means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a Cannabis-Infused Product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis processing organization or *adult-use cannabis processor* means a facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product.

Adult-use cannabis transporting organization or *adult-use cannabis transporter* means an organization or business that is licensed by the Department of Agriculture to transport cannabis on behalf of an Adult-Use Cannabis Business Establishment or a

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community college licensed under the Community College Cannabis Vocational Training Pilot Program.

Alley means a public right-of-way which affords a secondary means of vehicular access to an abutting property.

Alteration means any change in the size, shape, character, occupancy or use of a structure.

Automated teller machine means an electronically powered machine installed in the wall of a building, activated by means of a coded card or other similar device which permits limited banking business transactions to be conducted.

Automobile , as used in the context of this chapter, means any passenger automobile or truck not exceeding one and one-half tons in capacity.

Awning. (As defined in chapter 42, the village sign ordinance.)

Basement means a portion of a structure located partially underground but having not less than half its clear floor-to-ceiling height over more than half of its floor area below grade.

Bed and breakfast means an establishment other than a hotel or motel that is designed or used for the living and sleeping accommodations of transient guests which provides toilet and bath facilities which may be shared; a common dining facility may be provided, however guests do not have personal access to kitchen facilities; and, a common entrance is provided.

Block means a tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, the shore line of a creek or river, or corporate boundary lines of the village.

Building means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind and which is permanently affixed to the land.

Building area means the maximum horizontal projected area of a building and its accessory buildings, excluding open steps, terraces, and cornices projecting not more than three inches.

Building coverage means the horizontal area measured within the outside of the exterior walls of the ground floor of all principle and accessory structures on the lot, expressed as a percentage of the total lot area.

Building height means the vertical distance measured from the sidewalk level or grade or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and the ridge of a gable, hip or

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gambrel roof, excluding elevator or mechanical rooms comprising no more than ten percent of the roof area, in any case where the building setback exceeds the requirements of this chapter, the building height shall be measured from the finished grade at the front of the building.

Building permit means a document issued by the village manager or his designee certifying that the plans reviewed conform to the requirements of the building code.

Building, principal, means a non-accessory building in which a principal use of the lot, on which it is located, is conducted.

Building setback line means a line parallel to the front lot line set at a distance regulated by the front yard requirements established by this chapter. The front setback shall be measured from the front property line to the building foundation. Where established buildings on platted lots in a block, or 400 feet on either side have an average front yard setback greater than that required in the zoning district, the front yard setback requirement shall be the mean average setback of the existing buildings; however, in no case other than when the district regulations call for a greater setback shall the setback exceed 40 feet. Where a lot on which a building line setback is required adjoins a district with a smaller setback requirement, the front yard setback for a distance of not more than 50 feet from the district line need not exceed 50 percent of the setback required in the district in which the lot is located. Enclosed porches are not permitted beyond the building setback line. Open porches, stoops and other similar structures may project not more than 60 inches beyond the building setback line.

Business means retail, wholesale and service establishments which cater to the community needs for goods and services.

(1) The term “retail business” means the sale of merchandise directly to the consumer for personal or household use.

(2) The term “wholesale business” means the sale of merchandise to retailers or to institutional, industrial, commercial and professional users.

(3) The term “personal service” means any enterprise conducted for gain which primarily offers services to the general public, including, but not limited to, shoe repair, watch repair, barber or beauty shop,

(4) The term "business service" means any activity conducted for gain which renders services primarily to other commercial or industrial enterprises, or which services and repairs appliances and machines used in homes and businesses.

Cafeteria means a business establishment in which food and drink are served for consumption inside the building only. Patrons select from a visible array of prepared items with selections which may vary from day to day. A cafeteria is permitted as a matter of right to be located in a commercial, office or industrial facility when designed and restricted to serve as their primary clientele the employees of the commercial, office or industrial facility in which it is located.

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Cannabis means *m*arijuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa and including any and all derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means concentrate and cannabis-infused products.

Cannabis-infused product means a beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis that is not intended to be smoked.

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Carry-out food service means an establishment which by design of physical facilities, including, but not limited to, internal layout, parking accommodations, etc., or by service or packaging procedures, permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off-premises, and where the consumption of food in motor vehicles on the premises is neither encouraged nor permitted.

Carwash means a building or a portion thereof providing drive-in access to the public and containing facilities for the washing of motorized vehicles.

Catering means the supplying of prepared food, to be sold, served and consumed on-premises other than those belonging to the caterer.

Cellar means a portion of a structure located partially or wholly underground and having half or more than half of its clear floor-to-ceiling height over half or more than half of its floor area below ground.

Certificate of building and zoning compliance means a document issued by the zoning enforcement administrator certifying that a building, structure and/or its use, or the use of premises, conform to the provisions of this chapter, or, in the case of nonconforming use, that such use is lawful under the terms of this chapter. No building, structure, or parcel of land may be placed into use after the effective date of the ordinance from which this chapter is derived without its owner having received a certificate of building and zoning compliance. Any building, structure or parcel of land offered for gift, trade or sale where a transfer of title is intended must be re-inspected to determine its conformity with the provisions of this chapter.

Clinic means an establishment where human patients receive medical or dental examination or treatment, but are not lodged overnight.

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Club or lodge, private, means a nonprofit association of persons who are bona fide members paying monthly or annual dues, which owns, hires or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such private club or lodge are conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting. It shall be permissible to serve food and meals on such premises providing adequate dining room space and kitchen facilities are available.

Commission means the planning and zoning commission of the village.

Community residence, large, means a group home or specialized residential care home serving persons with disabilities which is licensed, certified or accredited by appropriate local, state or national bodies. A community residence is deemed large when the number of unrelated disabled persons living in the residence exceeds the permitted number of unrelated nondisabled persons allowed to live in a residence as determined by the village's definition of family. Full-time staff, meaning staff which occupy the residence overnight, shall not be included when calculating the number or unrelated persons living in a residence, but shall be included when determining the number of persons that can live in a structure spatially as per the building code. The term "community residence" does not include a residence which serves persons whose primary reason for placement is substance abuse, or persons whose primary reason for placement is treatment of a communicable disease.

Community residence, small , means a group home or specialized residential care home serving unrelated persons with disabilities which is licensed, certified or accredited by appropriate local, state or national bodies. The number of unrelated disabled persons allowed to live in a residence shall be the same number of unrelated nondisabled persons allowed to live in a residence, which is determined by the village's definition of “family.” Full-time staff, meaning staff which occupy the residence overnight, shall not be included when calculating the number of unrelated persons living in a residence, but shall be included when determining the number of persons that can live in structure spatially as per the building code. The term “community residence” does not include a residence which serves persons whose primary reason for placement is substance abuse, or persons whose primary reason for placement is treatment of a communicable disease.

Daycare center means an institution or place in which are received three or more children, not of a common parentage, apart from their parents or guardian, for part or all of a day, but not later than 9:00 p.m. The term “day care center” includes, but is not limited to, the following: nursery school, child care center, day nursery, kindergarten and play group, but does not include bona fide kindergartens, child care centers, play groups or nursery schools operated by a public or private elementary or secondary school system or the village.

Disability means any person whose disability:

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(1) Is attributable to mental, intellectual or physical impairments or a combination of mental, intellectual or physical impairments.

(2) Is likely to continue for a significant amount of time or indefinitely.

(3) Results in functional limitations in three or more of the following areas of major life activities;

a. Self-care.

b. Receptive or expressive language.

c. Learning.

d. Mobility.

e. Self-direction.

f. Capacity for self-living.

g. Economic self-sufficiency.

(4) Reflects the person's need for a combination and sequence of special interdisciplinary generic care, treatment or other services which are of a lifelong or extended duration.

Discontinuance means the discontinuance or abandonment is the cessation or termination of a use or activity for a period of time as specified in article IV of this chapter, regardless of any intent to resume or not to abandon such use; such use shall not thereafter be reestablished or resumed. The continuance of public utilities: water, refuse service, gas, electricity or telephone, shall not automatically be considered a continuance of the use or activity. Any subsequent use or occupancy of such land or structure shall comply with the use regulations of the zoning district in which such land or structure is located. Any period of such discontinuance caused by government action other than involved in enforcing criminal codes, strikes, material shortages, or acts of nature, and without any contributing fault by the nonconforming user shall not be considered in calculating the length of discontinuance for purposes of this definition.

District means a division of the geographic area of the village, as shown on the zoning map, identifying boundaries within which regulations include, but are not limited to, use, height, bulk, yard limits, lot size governing land, buildings and premises in a uniform manner. District map means the official district map of the village, as adopted by the village board with all amendments subsequently adopted by the village board, on file in the office of the village clerk and being the official zoning map for the village.

Drip line means the farthest most point of a structure's roof other than a gutter.

Drive-in.

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(1) The term "drive-in" means a building or structure from which sales or deliveries of personal property or goods are made, services rendered, directly either:

a. To persons outside the building through window or window-type openings in said building;

b. To persons who are the occupants or drivers or motor vehicles; or

c. To persons who may partially or fully receive, enjoy or use the services or personal property purchased while remaining on the premises as the driver or occupant of a motor vehicle.

(2) The term "drive-in" includes any carwash in which cars are either driven, pushed or pulled through a washing apparatus, but shall not include a parking lot, nor a private, public, or storage garage, nor a gasoline station.

Dwelling means a building designed or occupied for other than transient residential use including one or more dwelling units as defined herein, but not including a house trailer, mobile home, hotel, motel, bed and breakfast or similar transient accommodations.

Dwelling, multiple-family, means a dwelling is a building containing three or more dwelling units, also referred to as a multifamily dwelling.

Dwelling, one-family, means a building containing one dwelling unit only, and detached or separated from other dwelling units by open space, also referred to as a single-family dwelling.

Dwelling, townhouse, means a structure composed of at least two, but not more than eight, dwelling units attached by party wails, each of which has separate entrances which provide direct access to outside yards or approaches.

Dwelling, two-family, means a building containing two dwelling units only, and detached or separated from other dwelling units by open space.

Dwelling unit means one or more rooms which are arranged, designed, or used as living quarters for one family only; and containing a complete single kitchen and permanently installed toilet and bath facilities.

Easement means the legally documented and recorded authorization by a property owner for use by another, and for a specific purpose of a designated area of his property.

Escort means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

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Escort agency means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration,

Family means one person living alone; two or more persons related by blood, marriage, adoption or guardianship living together as a single housekeeping unit and occupying one single dwelling unit; or not more than three persons who need not be related by blood, marriage, adoption or guardianship, living together as one single housekeeping unit by joint agreement, occupying on a nonprofit cost sharing basis, one single-dwelling unit and using common entrances and exits and providing for legal off-street parking of all vehicles in their possession.

Fence means a structure as defined in and regulated by "an ordinance regulating fences and hedges" for the village as heretofore duly passed and approved by the village board, as may be amended from time to time.

Floodplain. The use of the terms “floodplain,” “flood hazards” and “floodplain regulations” refer to the definitions and regulations as contained in "an ordinance establishing floodplain regulations for the Village of Brookfield," heretofore duly passed and approved by the village board, as may be amended from time to time.

Floor area , for determining off-street parking spaces and loading berths for any use, means the sum of the gross horizontal areas of the several floors of the building or portion thereof, devoted to such use, including accessory storage areas located within selling or working spaces such as counters, racks, or closets, and any basement floor area devoted to retailing activities, to the production or processing of goods, or to businesses or professional offices. However, the term “floor area,” for the purposes of measurement for off-street parking spaces, does not include: floor area devoted primarily to storage purposes, except as otherwise noted herein; floor area devoted to off-street parking or loading facilities, including aisles, ramps, and maneuvering space; or basement floor area other than area devoted to retailing, to the production or processing of goods, or to business or professional offices.

Frontage means all the property fronting on one side of a street, measured along such street between an intersection or an intersecting street and:

(1) Another intersection or intersecting street;

(2) A right-of-way in excess of 30 feet;

(3) The end of a dead-end street;

(4) A watercourse; or

(5) The corporate limits of the village.

Garage means a structure, or part thereof, designed or used for the parking and storage of a motor vehicle.

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Garage, private commercial, means a building other than a private truck or bus garage used for the parking or storing of motor vehicles of customers and employees not exceeding a gross weight of 8,000 pounds within the structure for periods of less than 24 consecutive hours and for which no remuneration is received. No care, incidental servicing or the sale of automotive supplies from such vehicles is permitted. Such structures shall be permitted as an accessory use in any commercial or industrial zoning district where servicing a principal use on the same zoning lot.

Garage, private residential, means a detached structure or a portion of the principal building designed, arranged used or intended to be used for the storage of motor vehicles not exceeding 4,000 pounds in gross weight.

Garage, public, means a building other than a private truck or bus garage used for the parking or storing of motor vehicles not exceeding a gross weight of 8,000 pounds for remuneration, hire or sale within the structure. Care, incidental servicing and sale of automotive supplies for such vehicles parked or stored is permitted.

Garage, truck and/or bus, means a building which is designed or used, or intended to be used, for the storage of motor trucks, truck trailers, tractors, buses and commercial vehicles.

Gasoline service station means a facility, including the buildings and equipment used for the retail sale of products, other than liquefied petroleum gases, for the propulsion of motor vehicles, and in addition thereto, may include the following:

(1) The sale of kerosene, package naphtha, stoddard solvent, lubricants, tires, batteries, antifreeze, and items of motor vehicle accessories customarily associated with such retail business;

(2) Lubricating of motor vehicles;

(3) Rendering of services, including making of adjustments and repairs to motor vehicles; and

(4) Washing, polishing, and application of wax and similar protective finishes, also referred to as a gas station.

No washing, polishing or waxing of vehicles nor any repair to vehicles which render them inoperative may be conducted other than within an enclosed structure. Tires, windshield wiper items, oils and automotive fluids offered for sale on the premises may be displayed outdoors only during the hours of operation of the gasoline service station.

Green space means areas undisturbed by buildings, structures, or improved surfaces, and maintained as grass or other vegetative landscaping.

Greenhouse/garden store means a business involving the retail sale of nursery stock, fertilizer, plants, insecticides, herbicides, bulbs and seeds in which the primary

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activity is conducted within a wholly enclosed structure. Temporary outdoor storage of seasonal plants and materials is permitted as incidental to interior activities of the business. Where primary sale and storage other than for seasonal plant sales is not conducted within a wholly enclosed structure, such facility shall be considered a material sale and storage yard.

Home occupation means a service occupation conducted wholly within a dwelling unit by the residents of that dwelling with no nonresident employees, and not occupying more than 25 percent of the floor area, nor exceeding 400 square feet in area, whichever is less, and not changing the outside appearance of the building from that of a residential dwelling. The use of a garage facility is not permitted where such use reduces or eliminates the required number of off-street parking spaces as specified within this chapter. There shall be no traffic or parking need generated in greater volume than would be expected in a normal residential neighborhood and no noise, vibration, fumes, odors, electrical interference, glare heat, or safety hazard to the occupants of nearby properties or which produces other offensive effects detectable off the lot (for one-family residences) or outside the dwelling unit (for all other dwelling units).

Hotel means an establishment that is designed or used for the living and sleeping accommodations of transient guests which provides individual toilet and bath facilities and which may or may not provide kitchen facilities and which has a common entrance.

Improved surface means any improvement or treatment, other than principal and accessory buildings and structures, which prevents, impedes, or slows infiltration or absorption of stormwater directly into the ground at the rate of absorption of vegetation-bearing soils. Improved surfaces include, but are not limited to, concrete, gravel, pavers, wood, stone, or any materials similar in nature.

Kennel means any lot or premises on which four or more domesticated canines and/or felines of more than four months of age or older are housed, groomed, bred, boarded, trained or sold.

Live theatrical performance means a play, skit, opera, ballet, concert, comedy, or musical drama.

Loading space means an unobstructed hard-surfaced area, no part of which is located in a street or public right-of-way and which is used for the standing, loading, or unloading of merchandise or material from commercial vehicles. Required off-street loading space is not to be included as an off-street parking in the computation of required off-street parking spaces.

Lot means a “zoning lot,” except where the context shall specifically indicate a “lot of record.” The term “lot” is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street.

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Lot area means the total horizontal area within the lot lines of a lot.

Lot, comer, means a lot abutting two or more streets at their intersection or junction or a lot bounded on two sides by a curving street where it is possible to draw two intersecting tangents, one each commencing at each of the two points of intersection of the lot lines and street line (which intersect with each other to form an angle of less than 135 degrees.

Lot depth means the mean horizontal distance between the front lot line and the rear lot line of a lot measured within its boundaries.

Lot, interior, means a lot other than a through lot, corner lot or reverse corner lot.

Lot line means the line of demarcation between properties either public or private.

Lot line, corner side, means any street line of a corner lot other than its front lot line.

Lot line, front, means, in the case of an interior lot abutting upon only one street, the line separating such lot from such street; in the case of a through lot, the two shortest lot lines separating such lot from such streets shall be considered a front lot line; in the case of a corner lot, the shorter lot line separating such lot from a street shall be considered to be the front lot line.

Lot line, rear, means that lot line which is most distant from and is or is nearly parallel to the front lot line. Lines other than front lot lines or rear lot lines are considered side lot lines.

Lot line, side means any lot line other than a rear lot line, front lot line or corner lot line.

Lot of record means a lot that is part of a subdivision, the properly approved plat pursuant to state statute and village subdivision regulations (after village incorporation or by the proper county official prior to incorporation of or annexation into the village), and which has been legally recorded in the office of the recorder of deeds or the registrar of titles of the county.

Lot, reverse corner, means a corner lot, the rear of which abuts upon the side of another lot whether immediately thereto or across an alley or easement.

Lot, through means a lot having frontage on two nonintersecting streets. On a through lot both street lines shall be deemed front lot lines.

Lot, zoning , means a tract of land consisting of one of more lots of record under a single fee title ownership and/or control located entirely within one block and occupied by or designated by its owner or developer with the owner's consent, at the time of filing for any zoning approval or building permit as a tract to be developed for one principal

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building and its accessory building or buildings, or as one principal use, ail together with such open spaces and yards as are designed and arranged, or required under this chapter, to be used with such building or use. Where it is represented to the proper village officials in writing at the time of filing for zoning approval or building permit that the building is to be resub divided for condominium purposes under the state condominium statutes and in conformity with the same, standards applicable to bulk space and yard requirements shall be applied with respect to the structure as a whole rather than with respect to individual dwelling units or future lots of record.

Medical cannabis means cannabis and its constituent cannabinoids, such as tetrahydrocannabinol (THC) and cannabidiol (CBD), used as an herbal remedy or therapy to treat disease or alleviate symptoms which can be administered by a variety of routes, including, but not limited to, vaporizing or smoking dried buds; administering tinctures or tonics; applying topicals such as ointments or balms; consuming infused food products, soda or teas; or taking capsules;

Medical cannabis cultivation center means a facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

Medical cannabis dispensing facility means a facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.

Medical cannabis dispensing organization means an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

Motel means an establishment that provides services similar to a hotel but that is designed for use primarily by transient automobile tourists.

Municipal services means any activity or operation of the village utilizing any office, building, garage, storage area or structure; park or recreational facility; structure or appurtenance utilized to provide water transmission, storage, sewage collection, detention, retention or treatment; refuse, compost or recyclable material storage, transfer or disposal; or similar purposes allowed to any municipality under the authority of the state constitution or the state revised statutes or any activity or undertaking granted to the village by any duly authorized agency of the federal government or the state.

Nonconforming building or structure means a building or structure which:

(1) Does not comply with all of the regulations of this chapter or of any amendment hereto governing parking, loading, or bulk and space requirements for the zoning district in which such building or structure is located;

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(2) Is located on a legal nonconforming lot of record, whereupon yard, setback or coverage requirements do not meet the requirements of this comprehensive zoning amendment; or

(3) Is a combination of subsections (1) and (2) of this definition.

A legally established nonconforming building or structure not posing a hazard or threat to life, safety or the general welfare of the village and its residents and guests and which exists on the date of the passage of the ordinance from which this chapter is derived may be continued in lawful use and in like manner under the provisions of this chapter; however, it may not be automatically expanded beyond the physical exterior of the presently existing building or structure.

Nonconforming lot of record means a lot of record that does not comply with the lot requirements for any permitted use in the district in which it is located.

Nonconforming lot of record, legal, means a nonconforming lot or record that:

(1) Was created by a plat or deed recorded at a time when, and came into ownership separate from adjoining tracts of land at a time when the creation of a lot of such size, shape, depth and width at such location would not have been prohibited by any ordinance or other regulations; and

(2) Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by any applicable ordinance or other regulations.

Nonconforming use means any use lawfully being made of any land, building or structure, other than a fence, hedge or sign (as governed by regulations contained in ordinances and amendments regulating those items), existing on the effective date of this comprehensive revision or any amendment thereto which does not conform to this chapter or any such amendment thereto, governing use for the zoning district in which such land, building or structure is located.

Nude model studio means any place where a person who appears in a state of nudity or semi-nudity, or displays specified anatomical areas, is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

Nudity or state of nudity means the appearance of a human's bare buttock, anus, anal cleft or cleavage, pubic area, male genitals, female genitals, or vulva, with less than a fully opaque covering; or a female breast with less than a fully opaque covering of any part of the areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Nursing home means an establishment that provides full-time nursing and health-related personal care, but not hospital services, which has in-patient beds for three or more individuals who are not related by blood or marriage to the operator and who, by

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reason of advanced age, chronic illness, or infirmity, are unable to care for themselves. No care for the acutely ill or surgical or obstetrical services shall be provided in such an establishment; a hospital shall not be construed to be included in this definition.

Office means a place for the transaction of business where reports are prepared, records kept and professional, administrative or business-related services are rendered. No retail or wholesale sales are offered and no manufacturing, production, assembly or other distribution takes place, except those activities that are customarily incidental to the service rendered and no warehousing exceeds more than 40 percent of the gross floor area devoted to such office use.

Open space means an area, publicly or privately owned; or in the form of a permanent easement, which may include required yard areas, other than those areas elsewhere regulated or elsewhere prohibited in this chapter or other ordinances and regulations of the village, that is:

(1) Open and unobstructed from ground to sky, except by facilities specifically designed, arranged, and intended for use in conjunction with passive or active outdoor recreation or relaxation;

(2) Located at least five feet from any structure, except by facilities specifically designed, arranged, and intended for use in conjunction with outdoor recreation or relaxation;

(3) Landscaped, maintained or otherwise treated to create a setting appropriate to recreation or relaxation;

(4) Accessible and usable by the residents of all dwellings, or the users of all nonresidential buildings it is intended or required to serve; and

(5) Not covered by water, used for stormwater retention or detention or to commercial agricultural production.

Outside storage means the temporary or permanent warehousing, displaying or selling of supplies, inventory, equipment, motor vehicles not registered specifically to the site, or other items not within the confines of a building. However, excluded from the term "outside storage" are off-street parking spaces required by this chapter for employees and patrons as well as loading areas required by this chapter.

Owner includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under written leases having an expired term of at least ten years, and the like. Whenever a statement of ownership is required by this chapter, full disclosure of all legal and equitable interests in the property is required.

Parking area means an area of land located other than in a public right-of-way or as may be contained within a garage, designed and used for the parking of motor vehicles, which for residentially zoned property and/or residential uses shall be limited

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to personal passenger automobiles and trucks not exceeding one and one-half ton in capacity, and provided for the occupants of the building for which the parking area is developed and accessory.

Parking lot means a parcel of land containing one or more unenclosed parking spaces, the use of which is principal to the lot as differentiated from an accessory use.

Parking space means an area not located in a public right-of-way used for the parking of a vehicle.

Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

Personal service means any enterprise conducted for gain which primarily offers services rather than goods to the general public.

Planned development means an area of land developed under the terms and requirements of this chapter, in which a variety of housing types or commercial facilities or industrial facilities, or an approved combination thereof, are accommodated in a preplanned environment and as may be duly authorized by the village board under the procedures contained elsewhere in this chapter.

Planning and zoning commission means the planning and zoning commission of the village.

Premises means a lot, plot or parcel of land, together with the buildings and structures thereon.

Principal use means the use of a zoning lot, whether a permitted or special use, designated by the owner of such lot as the primary or main use of such lot and to which any other use on such lot must be accessory.

Public utility means any person, firm, or corporation under public regulation furnishing franchised services such as cable television, communications, gas, electricity, telegraph, transportation, sewage or water service.

Railroad right-of-way means a strip of land with tracks and auxiliary facilities for track operation, but not including, freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops, or car yards.

Recreational facilities, commercial, means recreational facilities open to the public and operated for gain.

Recreational facilities, noncommercial means private and semipublic recreational facilities which are not operated for gain.

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Recreational vehicle means every vessel or boat originally designed for living quarters, recreation, or human habitation and not used as a commercial vehicle, including, but not limited to, the following:

(1) Boat means any vessel used for water travel. A boat mounted on a trailer shall be considered one vessel.

(2) Camper trailer means a folding or collapsible vehicle without its own motor power, designed as temporary living quarters for travel, camping recreation or vacation use.

(3) Motorized home means a temporary dwelling designed and constructed for travel, camping, recreational or vacation uses as an integral part of a self-propelled vehicles.

(4) Off-the-road-vehicle means a vehicle intended principally for recreational use off of roads where state vehicle licenses are not required, such as a dune buggy, go-cart, or snowmobile.

(5) Racing car or cycle means a vehicle intended to be used in racing competition, such as a race car, stock car or racing cycle.

(6) Travel trailer means a vehicle without its own motor power, designed to be used as a temporary dwelling for travel, recreational, or vacation uses.

(7) Truck camper means a structure designed primarily to be mounted on a pickup or truck chassis and designed to be used as a temporary dwelling for travel, camping recreational, or vacation uses. When mounted on a truck, such structure and truck shall together be considered one vehicle.

(8) Van is a general term applied to a noncommercial motor vehicle licensed by the state as a recreational vehicle.

(9) Vehicle trailer means a vehicle without its own motor power that is designed to transport another vehicle, such as a boat, motorcycle, or snowmobile, for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. A vehicle trailer with another vehicle mounted on it shall be considered one vehicle.

Residential use means any use permitted in a residential district.

Retail means the disposal, by sale or exchange, of specific goods to, or the acquisition of specific goods by, a person for the use other than for purposes of resale.

Right-of-way means a strip of land designated for use for vehicular or pedestrian access or passage or for installation of railroad tracks, utility lines, or similar facilities.

Right-of-way, private means a right-of-way that has not been dedicated to or accepted by a governmental agency.

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Right-of-way, public means a right-of-way that has been dedicated to and accepted by a government agency.

Semi-nude or semi-nudity means the appearance of the female breast below a horizontal line across the top of the areola at its highest point. The term “semi-nude” or “semi-nudity” includes the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, skirt, leotard, bathing suit, or other wearing apparel, provided the areola is not exposed in whole or in part.

Setback line means a line representing the minimum horizontal distance between a specified lot line, measured at right angles to such lot line, and the drip line for a building established by zoning, platting or other legal means to restrict encroachment of buildings and certain structures beyond said lines. Setback lines may be measured from the foundation provided the drip line is no more than 24 inches away from the building's foundation, and there are no primary structures within ten feet of the foundation.

Sexual encounter center means a business or commercial enterprise that, as one of its principal business purposes, offers, for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(2) Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

A principal business purpose exists if the services offered are intended to generate business income.

Sexually oriented business means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Short-term accommodation, unless otherwise specifically stated in this chapter, means a period of not more than 15 consecutive days.

Sign means any reference to a sign, unless otherwise specifically indicated herein shall refer to the definition of signs and their regulations as established in chapter 42 by the sign ordinance of the village, as may be amended from time to time.

Spa, commercial , means a nurturing, safe, and clean commercial establishment providing massage therapy, as defined by 225 ILCS 57/10, performed by state-licensed professionals only, excluding any adult uses as defined by this Code. Wellness or beauty related retail, salon services, cuisine, or fitness activities may be provided as additional services, excluding any uses or services related to adult uses as defined by this Code.

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Special use permit means a specific use of buildings or land, or a combination thereof, as described and allowable upon the approval of the village board, subject to the provisions and requirements contained in this chapter.

Specified anatomical areas means:

(1) The human male genitals in a discernibly turgid state, even if fully and opaquely covered.

(2) Less than completely and opaquely covered human genitals, pubic region, buttocks, or a female breast below a point immediately above the top of the areola.

Specified sexual activities means and includes any of the following:

(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts, whether covered or uncovered;

(2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

(3) Masturbation, actual or simulated; or

(4) Excretory functions as part of or in connection with any of the activities set forth in subsections (1) through (3) of this definition.

Story, building, except as otherwise specifically provided in this chapter, means that portion of a building included between the surface on any floor and the surface of the floor next above it, or if there is no floor above, then the space between the floor and the ceiling next above it. The floor of a story may be split levels, provided that there is not more than four feet difference in elevation between the different levels of the floor. Where a floor-to-ceiling height is greater than 15 feet, the number of stories shall be determined by dividing the floor-to-ceiling height by eight. Where the resultant number is less than a whole number, but greater than one-half, the calculation shall reflect a half-story. For that portion of a building under a gable, hip or mansard roof, the top wall plates of which are not more than four and one-half feet above the finished floor of such story, which also has a floor-to-ceiling height of less than seven feet, and which contains less than 50 percent of the gross floor area of the story below it shall be counted as a one-half story, otherwise it shall be considered a full story. A basement shall be counted as a full story when it has a floor-to-ceiling height of more than seven feet and or more than one-half of such basement height is above the established curb level or above the finished grade level where a curb level has not been established.

Street means the portion of a public or private right-of-way, other than a driveway, easement or alley that affords the principal means of vehicular access to abutting property. For the purpose of allowing construction or use of a zoning lot after the effective date of the ordinance from which this chapter is derived, a street must be constructed, paved, inspected, and approved by the village as meeting its specifications for streets.

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Street line means a lot line separating a street right-of-way from other land.

Street, public , means a street that has been dedicated to and accepted by, or otherwise acquired by a government agency.

Structural alteration means any change, other than incidental repairs, that would prolong the life of the supporting members of a structure, including, but not limited to, bearing walls, columns, beams, girders, or foundations; or that would alter the dimensions or configurations of the roof or exterior walls of a structure or that would increase either the gross or net floor area of a structure.

Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground.

Transient means a person residing in a location of a period of time not to exceed 15 consecutive days.

Transitional service facility means an authorized and licensed dwelling operated by a public or private agency duly authorized and licensed by any state agency having authority to license and approve said facility that houses individuals being cared for by the agency and deemed by the agency to be capable of living and functioning in the community and that provides continuous professional guidance, other than a clinic, hospital, nursing home or school.

Temporary storage container means a storage container utilized for temporary safeguarding of household or other items, including a container used in connection with a home sale or home renovation. The definition of a temporary storage container expressly excludes permanent storage containers which are governed under sections 62-16, 62-17 and 62-18 of this chapter as accessory storage buildings or structures.

Use means the purpose or activity for which the land or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Variance means a relaxation of the requirements of the zoning ordinance granted by the village board after properly completing the variation process, where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, the enforcement of this chapter would result in unnecessary and undue hardship.

Vehicle means any device for carrying passengers, goods, or equipment, including, but not limited to, passenger automobiles, vans, trucks, buses, recreational vehicles, and vehicles used for commercial, business or governmental purposes.

Village manager, when used in this chapter, refers either to such official or to his duly authorized delegate.

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Warehouse means an enclosed building for the storage of merchandise or commodities.

Wholesale trade means a business engaged in the sale of commodities in quality, usually for resale or business use, chiefly to retailers, other businesses, industries and institutions, rather than to the ultimate consumer.

Wholly enclosed means a structure which, through the use of walls, fencing, gates, doors or similar means, but excluding the stacking of usable or obsolete material, trailers, vehicles or landscape material, creates a screening from human senses from grade to sky of the items, materials, or goods therein contained. A required open space on a lot located between a lot line and a yard line that is, except as otherwise expressly authorized by this chapter, unoccupied and unobstructed from grade to sky.

Yard, corner side, means a yard extending from the front yard line to the rear yard line between the corner side lot line of a lot and the corner side yard line.

Yard, front, means a yard extending across the entire front of a lot between the front lot line of the lot and the front yard line.

Yard line, corner side, means a line drawn parallel to a corner side lot line at a distance therefrom equal to the depth of the required comer side yard.

Yard line, front, means a line drawn parallel to a front lot line at a distance therefrom equal to the depth of the required front yard.

Yard line, rear , means a line drawn parallel to a rear lot line at a distance therefrom equal to the depth of the required rear yard.

Yard line, side, means a line drawn parallel to a rear lot line at a distance therefrom equal to the depth of the required side yard.

Yard, perimeter, means a yard within and abutting the boundary of a planned development.

Yard, rear, means a yard extending across the entire rear of a lot between the rear lot line and the rear yard line.

Yard, side, means a yard extending along the side of a lot line from the front yard to the rear yard between the side lot line and the side yard line.

Yards, required, means the minimum yard depth designated in the regulations of this chapter establishing minimum front, corner side, side and rear yard requirements for various uses, structures and districts. Unless otherwise designated in this chapter, yard measurements shall be taken from the property line to the eaves (drip line) of the building or to the most protruding point of the building facing the specific lot line being measured.

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Zoning district means a part of the corporate area of the village wherein regulations of this chapter are uniform.

Zoning district map means the official map as adopted by the village board and as may be amended from time to time and made part of this chapter, representing the locations and boundaries of zoning districts. For the purpose of this chapter, the terms "zoning map" and "zoning district map" are synonymous.

Zoning enforcement administrator means the official appointed by the village manager to administer and enforce this chapter. For the purpose of this chapter, the terms “zoning enforcement administrator” and “code enforcement director” are synonymous.

Zoning permit means a document issued by the zoning administrator authorizing buildings, structures or uses consistent with the terms of this chapter.

Section 5. Section 62-9 entitled “Zoning districts” of Chapter 62 entitled “Zoning” of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-9. - Zoning districts.

(a) In order to carry out the purposes and provisions of this chapter, the village is hereby divided into the following districts:

(1) Residential districts.

Abbreviation	Title
A	Single-Family Residence District
A-1	Single-Family Residence District
A-2	Single-Family Residence District
A-3	Single-Family Residence District
B	Multiple-Family Residence District
B-1	Multiple-Family Residence District
B-2	Multiple-Family Residence District

(2) Business districts.

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Abbreviation	Title
C-1	General Service District
C-2	Restricted Planned Service District
C-3	Centralized Commercial District
C-4	Local Retail District
C-5	Restricted Local Retail District
C-6	Restricted Special Service District

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(3) Industrial districts.

Abbreviation	Title
I-1	General Light Industrial District
I-2	Restricted Light Industrial District

(4) Special districts.

Abbreviation	Title
S-1	General Open Space District
S-2	Restricted Planned Open Space District

(5) Overlay districts.

Abbreviation	Title
O-1	Sexually Oriented Business Overlay District
O-2	Medical Cannabis Overlay District

(6) Station area districts.

Abbreviation	Title
SA-1	Core Mixed-Use District
SA-2	Neighborhood Mixed Use District
SA-3	Corridor Mixed-Use District
SA-4a	General Mix District
SA-4b	General Mix District
SA-5	Residential Mix District
SA-6	Residential Multi-Unit District

(b) Whenever the abbreviated terms, A-1, A-2, A-3, etc., are used in this chapter, they shall be construed as referring to their corresponding district titles.

Section 7. Section 62-30 entitled "Other use category" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-30. - Other use category.

This category includes uses that do not fit the other use categories.

~~(a) *Drive-in or drive-through facility*. Any use with drive-through windows or drive-through lanes or that otherwise offer service to the occupants of motor vehicles. Typical uses include drive-through restaurants, drive-through pharmacies, drive-in restaurants and drive-in cinemas. Automatic teller machine~~

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~~kiosks and similar drop-off or pick-up facilities that do not have on-site employees or amplified sound are not classified as drive-in or drive-through facilities if they meet the criteria for classification as an accessory use.~~

~~(b) *Medical cannabis cultivation center.* A facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.~~

~~(c) *Medical cannabis dispensing facility.* A facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.~~

~~(d) *Medical cannabis dispensing organization.* An organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.~~

~~(e) *Sexually Oriented Business.* The sexually oriented business use subcategory includes adult arcades, adult bookstores, adult video stores, adult cabarets, adult motels, adult motion picture theaters, adult theaters, escort agencies, nude model studios, and sexual encounter centers.~~

(1) *Adult arcade.* Any place to which the public is permitted or invited wherein coin operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

(2) *Adult bookstore or adult video store.* A commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

a. Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas; or

b. Instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

For the purpose of interpreting and administering the "adult bookstore" and "adult video store" definitions, a principal business purpose is deemed to exist if materials offered for sale or rental depicting or describing specified sexual activities or specified anatomical areas generate 20 percent or more of the business's income, or account for

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20 percent or more of inventory, or occupy 20 percent or more of total floor space. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas.

(3) *Adult cabaret.* A nightclub, bar, restaurant, cafe, or similar commercial establishment that regularly, commonly, habitually, or consistently features:

a. Persons who appear in a state of nudity or semi-nudity;

b. Live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas;

c. Films, motion pictures, videocassettes, slides, photographic reproductions, or other image- producing devices that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

d. Persons who engage in exotic or erotic dancing or performances that are intended for the sexual interests or titillation of an audience or customers.

(4) *Adult motel.* A hotel, motel or similar commercial establishment that:

a. Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, or other photographic reproductions that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas, and advertises the availability of such material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television;

b. Offers a sleeping room for rent for a period of time that is less than 24 hours; or

c. Allows a tenant or occupant of a sleeping room to sub-rent the sleeping room for a period of time that is less than 24 hours.

(5) *Adult motion picture theater.* A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas.

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(6) *Adult theater.* A theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas.

(7) *Adult-use cannabis business establishment* means an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Dispensary, Adult-Use Cannabis Infuser Organization, Adult-Use Cannabis Processing Organization or Adult-Use Cannabis Transporting Organization.

(8) *Adult-use cannabis craft grower* means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at an Adult-Use Cannabis Dispensing Organization or use at an Adult-Use Cannabis Processing Organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(9) *Adult-use cannabis cultivation center* means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and Cannabis-Infused Products to licensed Adult-Use Cannabis Business Establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(10) *Adult-use cannabis dispensary* means a facility operated by an Adult-Use Cannabis Dispensing Organization at which activities licensed by the Cannabis Regulation and Tax Act (Public Act 101-0027) may occur.

(11) *Adult-use cannabis dispensing organization* means a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed Adult-Use Cannabis Business Establishments for the purpose of selling or dispensing cannabis, Cannabis-Infused Products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(12) *Adult-use cannabis infuser organization or infuser* means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a Cannabis-Infused Product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

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(13) *Adult-use cannabis processing organization* or *adult-use cannabis processor* means a facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product.

(14) *Adult-use cannabis transporting organization* or *adult-use cannabis transporter* means an organization or business that is licensed by the Department of Agriculture to transport cannabis on behalf of an Adult-Use Cannabis Business Establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program.

(15) Drive-in or drive-through facility. Any use with drive-through windows or drive-through lanes or that otherwise offer service to the occupants of motor vehicles. Typical uses include drive-through restaurants, drive-through pharmacies, drive-in restaurants and drive-in cinemas. Automatic teller machine kiosks and similar drop-off or pick-up facilities that do not have on-site employees or amplified sound are not classified as drive-in or drive-through facilities if they meet the criteria for classification as an accessory use.

(~~9~~16) Escort agency. A person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(17) Medical cannabis cultivation center. A facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

(18) Medical cannabis dispensing facility. A facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.

(19) Medical cannabis dispensing organization. An organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

(~~8~~20) *Nude model studio.* Any place other than public park, museum or university or college art class where a person who appears in a state of nudity or semi-nudity, or displays specified anatomical areas, is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

(~~9~~21) *Sexual encounter center.* A business or commercial enterprise that, as one of its principal business purposes, offers, for any form of consideration:

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a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

b. Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

For the purpose of interpreting and administering this "sexual encounter center" definition, a principal business purpose is deemed to exist if the services offered are intended to generate business income.

(e) Sexually Oriented Business. The sexually oriented business use subcategory includes adult arcades, adult bookstores, adult video stores, adult cabarets, adult motels, adult motion picture theaters, adult theaters, escort agencies, nude model studios, and sexual encounter centers.

Table of Allowed Uses

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
RESIDENTIAL								
Household Living								
Single-family detached	—	—	—	—	—	—	—	—
Single-family attached	—	S	S	—	—	—	—	—
Two-family	—	S	—	—	—	—	—	—
Multi-family	—	P	P	—	—	—	—	—
Mixed-use	P	P	P	P	P	P	—	—
Group Living	S	S	S	—	—	—	—	—
PUBLIC, CIVIC AND INSTITUTIONAL								
Cemetery	—	—	—	—	—	—	S	—
College or University	S	S	—	—	—	—	—	—
Day Care	S	S	P	S	—	S	—	—
Governmental Service	S	S	S	—	—	S	S	S
Hospital	—	—	—	—	—	—	—	—
Library or Cultural Exhibit	P	S	S	P	—	S	—	—
Parks and Recreation	—	S	S	—	P	S	—	—
Postal Service	P	S	P	P	—	S	—	—
Religious Assembly	—	S	S	—	—	—	—	—
Safety Service	S	S	S	S	S	S	S	S
School	—	—	—	—	—	—	—	—
Utilities and Public Service Facility								
Minor	P	P	P	P	P	P	P	P
Major	S	S	S	S	S	S	S	S
COMMERCIAL								
Animal Service								
Boarding or Shelter	—	—	—	—	—	—	S	—

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
Grooming	P	S	P	—	—	—	S	—
Veterinary	P	—	S	—	—	—	S	—
Assembly and Entertainment								
Indoor	P	P	S	—	—	—	S	—
Outdoor	—	—	S	—	—	—	S	—
Broadcast or Recording Studio	P	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								
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	—
Funeral or Mortuary Service	P	S	—	P	—	—	—	—
Lodging	S	S	S	P	—	—	—	—
Office								
Business or professional office	P	P	P	P	P	P	P	—
Medical, dental or health practitioner office	P	P	P	P	—	S	—	—
Parking, Non-accessory	P	P	P	P	—	—	P	—
Retail Sales								
Building supplies	S	—	—	—	—	—	P	—
Durable goods	P	P	P	P	—	S	—	—
Nondurable goods	P	P	P	P	—	P	S	—
Self-service Storage Facility	S	—	—	—	—	—	P	P
Studio, Artist or Instructional Service	P	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	—

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
Personal vehicle repair and maintenance	P	—	—	—	—	S	P	—
Personal vehicle sales and rentals	P	—	—	—	—	—	S	—
Vehicle body and paint finishing shop	S	—	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								
Adult-use cannabis craft grower	—	—	—	—	—	—	—	—
Adult-use cannabis cultivation center	—	—	—	—	—	—	—	—
Adult-use cannabis dispensing organization or adult-use cannabis dispensary	—	—	—	—	—	—	—	—
Adult-use cannabis infuser organization or infuser	—	—	—	—	—	—	—	—
Adult-use cannabis processing organization or adult-use cannabis processor	—	—	—	—	—	—	—	—
Adult-use cannabis transporting organization or *adult-use cannabis transporter*	—	—	—	—	—	—	—	—
Drive-in or Drive-through Facility (as a Component of an allowed principal use)	P	S	S	P	—	—	—	—
Medical Cannabis Cultivation Center	Allowed only in Medical Cannabis Overlay District (see Division 7)							
Medical Cannabis Dispensing Facility								
Sexually Oriented Business	Allowed only in the Sexually Oriented Business Overlay District (see							

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
	Division 6)							
Zoo	—	—	—	—	—	—	—	—

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Section 8. Division 2 entitled "Residential" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended by adding thereto Section 62-76 entitled "Prohibited Use" of to read as follows:

Sec. 62-76. - Prohibited use.

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No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any residential district.

Section 8. Section 62-94 entitled "Business districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-94. - Business districts.

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(a) The business districts are provided for a wide range of commercial uses needed to serve the residents of the village and neighboring trade areas in a suburban setting.

(b) The C-1 General Service District is intended to provide for the needs of a population base greater than that of the municipality, so as to provide areas for services, commercial and retail uses requiring vehicular access, generally of uses generating larger volumes of vehicle and pedestrian traffic.

(c) The C-2 Restricted Planned Service District is intended to provide areas for development for service, commercial and retail uses in a unique location adjacent to general service uses, transportation links, and multiple-family uses. The creation of this district is intended to encourage the establishment of planned commercial and commercial/residential developments characterized by coordinated uses, planned sites and controlled access.

(d) The C-3 Centralized Commercial Districts are intended 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

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district while encouraging the establishment of planned commercial and residential development.

(e) The C-4 Local Retail District is intended to provide for limited basic shopping needs occurring daily or frequently for the convenient shopping of persons residing in the adjacent residential neighborhoods while providing highly limited services to nonlocal traffic. The uses permitted are intended to generate only low to moderate nonlocal vehicular traffic.

(f) C-5 Restricted Local Retail District, because of its location and limited size, it is intended to provide limited office and service uses which, although attractive to low to moderate vehicular traffic levels, do not create incompatibility with the general character of nearby low density residential use.

(g) C-6 Restricted Special Service District, because of its development, close proximity to low density residential use, as well as the village zoo, it is intended to provide limited office and service uses which do not create incompatibility with the general character of nearby low density residential use. These uses are intended to produce low vehicular traffic patterns.

(h) No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any business district.

Section 9. Section 62-127 entitled "Industrial districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-127 - Industrial districts.

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(a) The industrial districts provided for in this chapter reflect the special and unique character of two distinct areas of the village. The regulations for these districts are intended to provide adequate space in suitable locations for high quality, nuisance-free manufacturing, warehousing, and wholesaling uses that are compatible with the suburban residential character of the village. Unless otherwise specifically authorized in this chapter, all business, servicing, or processing shall take place within completely enclosed buildings.

(b) The I-1 General Light Industrial District provides a location which affords access only to primary thoroughfares and proximate access to the interstate system allowing for industrial and manufacturing and kindred support operations requiring direct access moderate motor vehicle use.

(c) The I-2 Restricted Light Industrial District provides a location which affords both truck and rail transportation access. This location is not intended to provide for those types of industrial and manufacturing uses which are intended to attract frequent vehicular traffic by consumers.

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(d) No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any industrial district.

Section 10. Section 62-163 entitled "Purpose" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-163. - Purpose.

(a) Special districts are provided to recognize the existence of major open space within the village which offer active and passive recreational use, contain waterways with recognized floodplains, and may in some cases offer potential for enhanced development without negatively affecting the environment or intensify flooding.

(b) The S-1 General Open Space Zoning District is intended to provide for limited development of redevelopment which will continue to provide public space which is properly planned to take into account environmental consideration and maintain a high quality natural or naturally planned environment. The S-2 Restricted Planned Open Space District is intended to provide for planned development potential of public open space which cannot only maintain a high quality natural environment but would also offer enhanced benefit to the community as a whole by taking into account proximity to major thoroughfares.

(c) No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any special district.

Section 11. Division 7 entitled "Medical Cannabis Overlay District" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, is hereby amended by adding thereto Section 62-212 entitled "Prohibited Use" to read as follows:

Sec. 62-212. - Prohibited use.

No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in the Medical Cannabis Overlay District.

Section 12. Division 8 entitled "Station Area Districts" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of

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Brookfield, Illinois, as amended, is hereby further amended by adding thereto Section 62-218 entitled "Prohibited use" to read as follows:

Sec. 62-218. - Prohibited use.

No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any station area district.

Section 16. The exhibit attached to this ordinance is hereby incorporated herein and made a part of the substance hereof.

Section 17. **Severability.** If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by ordinance.

Section 18. **Repealer.** All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed insofar as a conflict may exist.

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Section 19. **Effective Date.** This ordinance shall take effect on the later of January 1, 2020 or ten (10) days following its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ___day of _____ 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this ___day of _____ 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this ___day of _____ 2019.

_____
Brigid Weber, Village Clerk
Village of Brookfield, Cook County, Illinois

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EXHIBIT "A"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission

To: Board of Trustees of the Village of Brookfield, Illinois

Re: Case No. _____ - Text Amendment - Cannabis Regulation and Tax Act.

Applicant: Village of Brookfield, Illinois

Petition for a Text Amendment requesting an amendment to text of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to prohibit the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Cannabis Regulation and Tax Act.

Due public notice was published in the *Riverside Brookfield Landmark* on _____, and otherwise made by the Applicant in conformity with the requirements of the Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois. A public hearing was held on the Applicant's Application for a Text Amendment on ____day, _____, 2019, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Application for Text Amendment materials, took sworn testimony and accepted evidence pertaining to the Application for Text Amendment for consideration of the requested text amendments, and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of an amendment to the text of the Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, based on the evidence presented at the

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hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

B. The proposed text amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that licensed adult-use cannabis business establishments located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, and to provide in a reasonable manner for the impact and compatibility of licensed adult-use cannabis business establishments with the existing and anticipated future uses of land within the corporate limits of Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village while reasonably regulating the cultivation, processing and dispensing of cannabis occurring within the corporate limits of the Village;

C. The public good demands that the proposed text amendments be adopted because of the passage of the Act and the possibility that adult-use cannabis business establishments may locate within the corporate limits of the Village; and

D. The proposed text amendments are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, because the regulations are reasonable zoning regulations not in conflict with the Act which prohibit and regulate the location of adult-use cannabis business establishments and are rules governing the time, place, manner and number of adult-use cannabis business establishments and minimum distance limitations between adult-use cannabis business establishments and locations that the Village deems sensitive.

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The Planning and Zoning Commission, after making the foregoing findings of fact, determined that the following standards have been met and proved by the Applicant. Specifically:

A. The proposed text amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text amendments be adopted; and

C. The proposed text amendments are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois.

The Planning and Zoning Commission recommends approval of the requested amendments to the text of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois as set forth in the draft ordinance to which this determination and recommendation is attached.

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Request For Board Action

REFERRED TO BOARD: September 23, 2019 AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution to Authorize the Filing of an Application to Amend Chapters 14 "Business Licensing and Regulation" & 62 "Zoning" of the Code of Ordinances and to Amend the Zoning Map to Regulate the Location of Cannabis Businesses

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At its September 9 Committee of the Whole meeting, the Board continued its discussion as to whether the Village should allow the sale of recreational cannabis in the Village. After discussion the Board directed the Village Attorney to draft two Resolutions: one which would essentially opt-out of allowing the sale of recreational cannabis and to refer the issue to the Plan Commission so a Zoning Code Text Amendment could be considered which would formally prohibit the sale in the Village; the second Resolution would specifically allow the sale of recreational cannabis in the Village and refer the issue of what type of zoning regulations should govern the sale to the Plan Commission.

This second Resolution prepared by the Village Attorney would allow the sale of recreational cannabis in the Village and refer to the Plan Commission the question of what zoning regulations should be considered to govern the sale.

FINANCIAL IMPACT: None.

DOCUMENTS ATTACHED: Subject Resolution.

RECOMMENDED MOTION: Move to approve the subject Resolution.

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RESOLUTION NO. R-2019 - 49

A RESOLUTION TO AUTHORIZE THE FILING OF AN APPLICATION TO AMEND CHAPTERS 14 ENTITLED "BUSINESS LICENSING AND REGULATION" AND 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, AND TO AMEND THE ZONING MAP OF THE VILLAGE OF BROOKFIELD, ILLINOIS, TO REGULATE THE LOCATION OF CANNABIS BUSINESS ESTABLISHMENTS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

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RESOLUTION NO. R-2019 - 49

A RESOLUTION TO AUTHORIZE THE FILING OF AN APPLICATION TO AMEND CHAPTERS 14 ENTITLED "BUSINESS LICENSING AND REGULATION" AND 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS AND TO AMEND THE ZONING MAP OF THE VILLAGE OF BROOKFIELD, ILLINOIS TO REGULATE THE LOCATION OF CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) authorizes the corporate authorities of the Village of Brookfield, Illinois (the "Village") to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses and to divide the entire Village into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 *et seq*.);

WHEREAS, Sections 62.853 and 62.854 of the Code of Ordinances, Village of Brookfield, Illinois, authorize the corporate authorities of the Village to enact by ordinance an amendment or change in the regulations of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, when public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations;

WHEREAS, on June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The

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Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations the Village deems sensitive;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1 *et seq*.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois (hereinafter the "Zoning Ordinance"), the Village is authorized to file an Application for a Text and Map Amendment to authorize an amendment to the Zoning Ordinance to regulate the location of cannabis business establishments and an amendment to the Village's Zoning Map to create a Cannabis Business Overlay District designating property within the Village on which cannabis business establishments may be located;

WHEREAS, the corporate authorities of the Village declare that control of cannabis business establishments is necessary to promote the reasonable and orderly development of property in the Village, to enhance the attractiveness of the area for residents and businesses, to protect property values, to protect the public investment, and to promote the overall economic welfare of the Village; and

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WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village amend the Code of Ordinances, Village of Brookfield, Illinois, to regulate the location of cannabis business establishments;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing preambles are hereby incorporated as if fully recited herein.

Section 2: The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interest of the Village for it to file an Application for a Text and Map Amendment to amend the Zoning Ordinance and to amend the Village's Zoning Map to provide for the regulation of cannabis business establishments.

Section 3: The Village Attorney shall be and is hereby authorized and directed, on behalf of the Village, to process and prosecute before the Planning and Zoning Commission an Application for a Text and Map Amendment and such other documents as are necessary to amend the Zoning Ordinance and to amend the Village's Zoning Map to provide for the regulation of cannabis business establishments.

Section 4: The Village President shall be and is hereby authorized and directed to execute on behalf of the Village an Application for a Text and Map Amendment and such other documents as are necessary to process the Application to amend the Zoning Ordinance and to amend the Village's Zoning Map to provide for the regulation of cannabis business establishments, a copy of which Application for a Text and Map Amendment is attached hereto marked as Exhibit "A."

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Section 5: The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Application for a Text and Map Amendment.

Section 6: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 23rd day of September 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 23rd day of September 2019.

_____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

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EXHIBIT "A"

Village of Brookfield
Planning and Zoning Commission Application Packet

Text and Map Amendment

Applicant Information:

1. Name and Phone Number of contact person for application process	Elyse Vukelich, Village Planner, Village of Brookfield 708-485-1445
2. Petitioner's Name	Village of Brookfield
3. Petitioner's Address	8820 Brookfield Avenue Brookfield, IL 60513
4. Phone Number	708-485-1445
5. Email Address	EVukelich@brookfieldil.gov
6. Fax Number	
7. Owner of Record Name	Village of Brookfield
8. Owner of Record Address	8820 Brookfield Avenue Brookfield, IL 60513

Property Information:

9. Common Street Address	Cannabis Business Overlay District – generally in the I-2 Industrial District along 47th Street, Brookfield, IL I		
10. Legal Description	See attached legal description – Exhibit A-1		
11. Permanent Tax Index Number			
12. When did the owner acquire the property?	Property is not owned by the Village of Brookfield		
13. Is the petitioner in the process of purchasing/leasing the property?		Yes	No X
If so, is the purchase/lease contingent on approval of the map amendment?		Yes	No
14. Is your property use presently (check one):	Conforming X	Non-Conforming	
15. If the property is a non-conforming use, please explain:			
16. Surrounding Zoning and Land Use:			

	Zoning District	Land Use
North	A – Single Family District and B - Multiple Family District	Single family and multiple family dwellings
South	Village of McCook -	
East	Village of LaGrange – I-1 L:ight Industrial	Light industrial buildings
West	Village of Lyons – R- Single Family Detached	
17. What is the Zoning Classification of the subject property?		I-1 General Light Industrial Zoning District

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

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Text Amendment Application, continued

A Text and Map Amendment to authorize an amendment to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois to regulate the location of cannabis business establishments and an amendment to the Village's Zoning Map to create an Adult-use Cannabis Business Overlay District which is legally described in Exhibit "A-1" and as proposed in the draft of *An Ordinance Amending Chapter 14 Entitled "Business Licensing and Regulation" and Chapter 62 entitled "Zoning" of the Code of Ordinances, Brookfield, Illinois, Regarding Cannabis Business Establishments* attached as Exhibit "A-2."

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.

_____

Kit P. Ketchmark, Village President Date: September 23, 2019

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EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE CANNABIS BUSINESS OVERLAY DISTRICT

That portion of the village's I-1 General Light Industrial Zoning District described as follows:

(1) *Property between Raymond Avenue and Arthur Avenue.*

a. Lots 37, 38, 39, 40, 41, 42, 43 and 44 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. Lot 3 in Butkovick's Resubdivision of Lots 35 and 36 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(2) *Property between Arthur Avenue and Elm Avenue.* Lots 9 and 10, except those parts of said lots dedicated for Maple Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(3) *Property between Elm Avenue and Plainfield Road.*

a. That part of Lot 13 lying south of the north line of Lot 14 extended easterly, and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 in Block 12 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. That part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning in the centerline of Plainfield Road, 62 feet northeasterly from the point of intersection of the south line of the southeast quarter of said Section 3 with the said centerline of Plainfield Road; thence northeasterly, along the centerline of Plainfield Road 350 feet; thence northwesterly, at right angles to the centerline of Plainfield Road 311.14 feet; thence southwesterly, parallel with the centerline of Plainfield Road, 350 feet; thence southeasterly 311.14 feet to the point of beginning (except that part used for public road known as Plainfield Road), in the county.

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(4) *Property between Plainfield Road and Vernon Avenue.*

a. Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 13 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. Lots 1, 2, 3, 4, 5 and 6 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(5) *Property between Vernon Avenue and Prairie Avenue.* Lots 7, 8, 9, 10 and 11 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(6) *Property between Prairie Avenue and Forest Avenue.* Lots 22, 23, 24, 25, 26 and the south 20 feet of the east 100 feet of Lot 27 Auspitz and Oakes Brookfield Park subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(7) *Property between Forest Avenue and Grove Avenue.* Lot 1 in Stocker's Resubdivision Number 1, a resubdivision of Lots 7 to 12 in Block 2 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(8) *Property between Grove Avenue and Custer Avenue.* Lots 8, 9, 10 and 11 in Block 3 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

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EXHIBIT "A-2"

AN ORDINANCE AMENDING CHAPTER 14 ENTITLED "BUSINESS LICENSING AND REGULATION" AND CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, BROOKFIELD, ILLINOIS, REGARDING CANNABIS BUSINESS ESTABLISHMENTS

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ORDINANCE NO. 2019 - __

AN ORDINANCE AMENDING CHAPTERS 14 ENTITLED "BUSINESS LICENSING AND REGULATION" AND 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, REGARDING CANNABIS BUSINESS ESTABLISHMENTS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE ___DAY OF _____ 2019

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this _____ day of _____ 2019

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ORDINANCE NO. 2019 - __

AN ORDINANCE AMENDING CHAPTERS 14 ENTITLED "BUSINESS LICENSING AND REGULATION" AND 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS REGARDING CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) authorizes the corporate authorities of the Village of Brookfield, Illinois (the "Village") to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses and to divide the entire Village into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 *et seq.*);

WHEREAS, Sections 62.853 and 62.854 of the Code of Ordinances, Village of Brookfield, Illinois, authorize the corporate authorities of the Village to enact by ordinance an amendment or change in the regulations of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, when public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations;

WHEREAS, on June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act

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authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

WHEREAS, the Act also authorizes the Village to regulate the on-premises consumption of cannabis at or in a cannabis business establishment within its jurisdiction in a manner consistent with the Act;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1 *et seq.*), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois (hereinafter the "Zoning Ordinance"), the Applicant, the Village, has filed an Application for a Text and Map Amendment to authorize an amendment to the Zoning Ordinance to regulate the location of cannabis business establishments and an amendment to the Village's Zoning Map to create an Adult-use Cannabis Business Overlay District which is legally described in Exhibit "A" and depicted in in Exhibit "B";

WHEREAS, after due public notice having been published in the *Riverside Brookfield Landmark* on _____, 2019, mailed to property owners within 250 feet of the property and otherwise made by the applicant in conformity with requirements of the Zoning Ordinance, a public hearing was held on the Petition for a Text and Map Amendment on _____, 2019, at 7:00 p.m. before the Village's

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Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all of the relevant staff reports, all of the required Text and Map Amendment materials, took sworn testimony and accepted evidence pertaining to the Petition for a Text and Map Amendment for consideration of the requested amendments; and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission, having duly considered the question of approval of amendments to the Zoning Ordinance and to the Village's Zoning Map has caused a written report of its determination and recommendation approving the text and map amendments to be submitted to the Village Board of Trustees (the "Corporate Authorities") of the Village and which is attached hereto as Exhibit "C";

WHEREAS, based on the evidence presented at the hearing, the Village's Planning and Zoning Commission made the following findings of fact, which are summarized as follows:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner, and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive. The Act also authorizes the Village to regulate the on-premises consumption of cannabis at or in a cannabis business establishment within its jurisdiction in a manner consistent with the Act;

B. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that

licensed Adult-Use Cannabis Business Establishments located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, and to provide in a reasonable manner for the impact and compatibility of licensed Adult-Use Cannabis Business Establishments with the existing and anticipated future uses of land within the corporate limits of Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village while reasonably regulating the cultivation, processing and dispensing of cannabis occurring within the corporate limits of the Village;

C. The public good demands that the proposed text and map amendments be adopted because of the passage of the Act and the possibility that Adult-Use Cannabis Business Establishments may locate within the corporate limits of the Village;

D. The proposed text and map amendments are in harmony with the general purpose and intent of the Zoning Ordinance because the regulations are reasonable zoning regulations not in conflict with the Act which prohibit and regulate the location of Adult-Use Cannabis Business Establishments and are rules which govern the time, place, manner, and number of Adult-Use Cannabis Business Establishments and minimum distance limitations between Adult-Use Cannabis Business Establishments and locations that the Village deems sensitive;

WHEREAS, the Village's Planning and Zoning Commission determined that the following standards have been met and proved by the Applicant:

A. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text and map amendments be adopted;

C. The proposed text and map amendments are in harmony with the general purpose and intent of the Zoning Ordinance;

WHEREAS, in accordance with the aforesaid laws and ordinances, the Village's Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested amendments to the Zoning Ordinance and to the Village's Zoning Map;

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WHEREAS, the Planning and Zoning Commission considered the impact of the proposed amendments to the Zoning Ordinance and to the Village's Zoning Map and determined that public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations of the Zoning Ordinance and to the Village's Zoning Map and recommended that the Corporate Authorities amend the Zoning Ordinance and the Village's Zoning Map, as proposed by the Applicant; and

WHEREAS, the Corporate Authorities of the Village, having reviewed the record and having considered the positive recommendation of the Planning and Zoning Commission determine that public necessity, convenience, general welfare and good zoning practice require an amendment of the regulations of the Zoning Ordinance and to the Village's Zoning Map; and, therefore, it is deemed necessary, desirable and in the best interest of the Village to amend the Zoning Ordinance and the Village's Zoning Map to regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this ordinance and are found to be true and correct and are hereby adopted as part of this ordinance.

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Section 2. Based on the evidence presented at the hearing, the corporate authorities find that:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois, signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner, and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive. The Act also authorizes the Village to regulate the regulate the on-premises consumption of cannabis at or in a cannabis business establishment within its jurisdiction in a manner consistent with the Act;

B. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that licensed Adult-Use Cannabis Business Establishments located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, and to provide in a reasonable manner for the impact and compatibility of licensed Adult-Use Cannabis Business Establishments with the existing and anticipated future uses of land within the corporate limits of the Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village while reasonably regulating the cultivation, processing and dispensing of cannabis occurring within the corporate limits of the Village;

C. The public good demands that the proposed text and map amendments be adopted because of the passage of the Act and the possibility that Adult-Use Cannabis Business Establishments may locate within the corporate limits of the Village;

D. The proposed text and map amendments are in harmony with the general purpose and intent of the Zoning Ordinance because the regulations are reasonable zoning regulations not in conflict with the Act which prohibit and regulate the location of Adult-Use Cannabis Business Establishments and are rules governing the time, place, manner and number of Adult-Use Cannabis Business Establishments and minimum distance limitations between Adult-Use Cannabis Business Establishments and locations that the Village deems sensitive;

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E. All requisite conditions for the approval of the requested text and map amendments have been met by the Applicant;

F. The standards for the granting of the text and map amendments have been met and proved by the Applicant; and

G. It is in the best interests of the Village that the amendments to the Zoning Ordinance and to the Village's Zoning Map be granted.

Section 3. The corporate authorities find that the following standards have been met and proved by the applicant:

A. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text and map amendments be adopted; and

C. The proposed text and map amendments are in harmony with the general purpose and intent of the Zoning Ordinance.

Section 4: Chapter 14 entitled "Business Licensing and Regulation" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended by the addition of a new Division 10 entitled "Adult-use cannabis dispensaries" including Sections 144.500 entitled "Definitions," 144.501 entitled "Adult-Use Cannabis Dispensary On-Site Consumption Permits," and 14.502 entitled "On-site consumption restrictions" to read as follows:

DIVISION 10. - ADULT-USE CANNABIS DISPENSARIES

Sec. 14-500. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult-use cannabis dispensary means a facility operated by an Adult-Use Cannabis Dispensing Organization at which activities licensed by the Cannabis Regulation and Tax Act (Public Act 101-0027) may occur.

Adult-use cannabis dispensing organization means a facility operated by an organization or business that is licensed by the Illinois Department of

Financial and Professional Regulation to acquire cannabis from licensed Cannabis business establishments for the purpose of selling or dispensing Cannabis, Cannabis-Infused Products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical Cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Cannabis means marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa and including any and all derivatives or subspecies, such as indica, of all strains of Cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means concentrate and Cannabis-Infused Products.

Cannabis-infused product means a beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis that is not intended to be smoked.

Sec. 14.501 - Adult-use cannabis dispensary on-site consumption permits

(A) Any person filing an Application for a permit to allow the on-site consumption of Cannabis at an Adult-Use Cannabis Dispensary in the Village shall pay a non-refundable application fee of $1,000.00. Should the Village issue an Adult-Use Cannabis Dispensary on-site consumption permit to the applicant, the application fee shall satisfy the applicant's first annual on-site consumption permit fee.

(B) Any person operating an Adult-Use Cannabis Dispensary in the Village shall pay an annual on-site consumption permit fee of $1,000.00 to permit the on-site consumption of Cannabis at an Adult-Use Cannabis Dispensary in the Village. All permits shall be issued annually and shall terminate on the last day of April of the following year. At least 30 days prior to the date of expiration of the on-site consumption permit, each permittee shall be required to submit to the Village Clerk or a designee a renewal permit application and the annual permit fee. If a renewal permit application and fee is not received on or before May 1st of the renewal year, the permit shall expire; and the on-site consumption of cannabis at the Adult-Use Cannabis Dispensary shall be discontinued on the

date of expiration and until a renewal application is processed and, if required, a new permit is issued by the Village. If a permittee whose permit has expired hereunder seeks to reinstate the permit after May 1st of the renewal year, a late fee shall be charged equal to 10% of the annual fee for such permit.

(C) Renewal of a permit may be denied pursuant to the procedures for revocation of a permit set forth in subsection (L) below. When a renewal is denied, the applicant shall not be issued a permit for one year after the date of the denial, provided that if, subsequent to the denial, the Village finds that the basis for denying renewal of the permit has been corrected or abated, the applicant may be granted a permit.

(D) The on-site consumption permit fee shall be paid in advance on an annual basis. If the permit is issued for a period of six months or less, the fee shall be one-half the annual fee. Except as otherwise provided, all permit fees shall be non-refundable.

(E) No on-site consumption permit shall be issued to allow for the consumption of cannabis on the premises of an Adult-Use Cannabis Dispensary if the premises and building to be used for the purpose do not fully comply with the requirements of the Village, including, but not limited to, the Village's zoning ordinance.

(F) It shall be the duty of any person operating an Adult-Use Cannabis Dispensary in the Village to keep the current Adult-Use Cannabis Dispensary on-site consumption permit posted in a prominent place on the premises used for such business at all times.

(G) If the location of a licensed Adult-Use Cannabis Dispensary is changed, the on-site consumption permit may be assigned to the new location, but only upon ten days' prior written notice thereof to the Village Clerk or a designee, and only if any required review, inspections or investigations indicate that the Village's building and zoning requirements are met in the new location.

(H) Any on-site consumption permit issued under this section shall be applicable only to the specific permittee. It may not be sold, transferred or otherwise assigned. In the event that the business is sold, a new on-site consumption permit will be required.

(I) Any premises used in connection with the operation of an Adult-Use Cannabis Dispensary shall be subject to inspection by the Village to determine compliance with any provision of the Village's code or to detect violations thereof. It shall be the duty of the permittee, or the person in charge of the premises to be inspected, to admit any officer or employee of the Village who is authorized or directed to make such inspections upon such a request for admission at any reasonable time.

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(J) In addition to any other penalty which may be provided for in this title, the Village Manager or a designee may revoke the on-site consumption permit of any Adult-Use Cannabis Dispensary in the Village if the permittee refuses to permit any authorized officer or employee of the Village to make any required inspection as provided in this section, or who interferes with any such officer or employee engaged in such inspection as authorized and directed by the Village, provided, that no permit shall be revoked for such cause unless a written demand is made upon the permittee or person in charge of the premises for such an inspection.

(K) Any person who violates any provision of this section or a provision of Chapter 156 applicable to an Adult-Use Cannabis Dispensary for which another penalty is not specifically provided shall, upon conviction, be subject to the general penalties provided for in § 10.99 of this code. Each day a violation continues shall be deemed a separate violation. The minimum fine for any further conviction of a violation within a one-year period shall be $250.

(L) In addition to any other penalty provided for herein, any Adult-Use Cannabis Dispensary on-site consumption permit may be suspended for up to 30 days, or revoked by the Village Manager or a designee, at any time during the term of such permit for a violation of any provision regulating the Adult-Use Cannabis Dispensary subject to an on-site consumption permit hereunder, or the premises occupied, or for a violation of any other provision of the Village's code related thereto, in accordance with the following.

(1) Every act or omission of whatever nature that constitutes a violation of any of the provisions of this title or any other provision of this code related to the permitted activity or the premises, by any officer, director, manager, employee, or agent of any permittee, shall be deemed and held to be the act of such permittee; and such permittee shall be subject to the same penalties as if the act or omission had been committed or omitted by the permittee personally. Accordingly, any act or omission by any such persons that constitutes a violation of the provisions of this section or any other provision of this code related to the licensed business, activity or occupation, or the licensed premises, shall be deemed to be the act or omission of the permittee for purposes of determining whether the permit should be suspended, revoked or renewed.

(2) An Adult-Use Cannabis Dispensary on-site consumption permit issued pursuant to this title may be suspended or revoked only after no less than three days' written notice from the Village Manager of the alleged violation and an opportunity for the permittee to appear and defend against such violation. Hearings concerning alleged violations shall be before the Village Manager or a designee. Following such a hearing, the hearing officer shall issue written findings and an order concerning the suspension or revocation. Notwithstanding the provisions of this section, if

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the Village Manager or a designee has reason to believe that the continued operation of a licensed premises will immediately threaten the welfare of the community or create an imminent danger of a violation of applicable law, the premises may be closed for not more than three days pending the hearing provided for in this section, provided that if such permittee also is engaged in the conduct of other businesses on the licensed premises, such order shall not be applicable to such other businesses.

(3) In the event of a revocation of a permit pursuant to this section, the permittee shall forfeit any and all monies paid for such permit.

Sec. 14.502 - On-site consumption restrictions

(a) An on-site Cannabis consumption area permit issued by the Village authorizes patrons within the cannabis consumption area to engage in the following cannabis consumption methods:

(1) Consumption of cannabis by smoking, vaping, and ingestion; or

(2) Consumption of cannabis by ingestion only.

All on-site Cannabis consumption areas in the Village shall operate in conformance with the following operating requirements:

(b) Location and design. The on-site cannabis consumption area shall comply with the following:

(1) The space devoted to cannabis consumption shall be located in the same premises as an Adult-Use Cannabis Dispensary and enclosed within the Adult-Use Cannabis Dispensary's building.

(2) The space devoted to cannabis consumption shall not exceed fifty percent of the total floor area of the Adult-Use Cannabis Dispensary retail space, but in no case more than one thousand five hundred (1,500) square feet.

(3) The space devoted to cannabis consumption shall be private areas that are partitioned off from access to all other areas of the Adult-Use Cannabis Dispensary and separated from the rest of the facility with a security door with access, other than alarm-controlled emergency-only exit(s), only from inside the facility. No on-site Cannabis consumption area shall be open to the outside.

(4) The cannabis consumption areas shall not be visible to the public or by any persons under twenty-one years of age. No consumption of Cannabis shall be permitted outside of the on-site Cannabis

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consumption area. Workers must be able to observe the consumption area at all times and do so from a place that is smoke-free.

(5) The space devoted to cannabis consumption shall be well-ventilated and designed to prevent the flow of smoke to any other area of the Adult-Use Cannabis Dispensary.

(6) An odor absorbing ventilation and exhaust system must be installed so that odor generated inside the business is not detected outside the property or lease area boundaries, or anywhere on adjacent property or public rights-of-way, or within any other area located within the same building as the Cannabis consumption area.

(7) The structure housing the cannabis consumption area shall be adequately soundproofed so that interior and exterior noise is not audible beyond the property line.

(C) Security. The security provided for the on-site consumption area shall comply with the following minimum standards:

(1) Adequate security and on-site lighting shall be provided to ensure the safety of persons and protect the premises from theft at all times in conformance with the security plan submitted with the permit application.

(2) All private security contractors employed to provide security shall be licensed under Section 10-5 of the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004.

(3) A dispensing organization agent in charge shall be present on the premises to act as manager and supervise employees at all times during business hours.

(4) A neighborhood security guard patrol for a two-block radius surrounding the Adult-Use Cannabis Dispensary shall be provided during all hours of operation.

(5) The Adult-Use Cannabis Dispensary shall provide the Village's police department with the name and telephone number of the Adult-Use Cannabis Dispensing Organization agent in charge to notify if there are operational problems with the establishment.

(6) When requested by the Village, an Adult-Use Cannabis Dispensing Organization agent shall attend all meetings called by the Village to review public safety issues associated with the operations of the on-site Cannabis consumption area.

(7) Encourage responsible conduct of patrons by:

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i. Cutting off service to impaired patrons and providing information on safe transportation options and car services.

ii. Making an announcement at closing requesting patrons to respect the residents of the adjacent residential neighborhoods by being quiet when leaving;

iii. Posting signs at locations clearly visible within the Cannabis consumption area and at both on- and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving and reminding patrons of the existence of parking restrictions within the neighborhoods adjacent to the consumption area.

(D) Restriction of on-site sales and consumption. Sales and consumption in the on-site consumption area shall comply with the following minimum standards:

(1) There shall be no on-site sales or consumption of alcoholic beverages or tobacco allowed on the permitted premises. There shall be no on-site consumption of alcohol beverages or tobacco products by patrons or employees of the Adult-Use Cannabis Dispensary. There shall be no on-site consumption of Cannabis or Cannabis-Infused Products by employees of the Adult-Use Cannabis Dispensary while they are on duty. The on-site sale of food and food items infused with Cannabis is permitted.

(2) The Adult-Use Cannabis Dispensary shall only provide Cannabis to an individual in an amount reasonable for on-site consumption and consistent with personal possession and use limits allowed by the state.

(3) The Adult-Use Cannabis Dispensary shall not permit any person to consume an intoxicating drug or beverage in combination with Cannabis while on the premises of the on-site consumption area;

(4) The Adult-Use Cannabis Dispensary shall not permit any intoxicated person to consume Cannabis or any other intoxicating drug or beverage on the premises;

(5) Only Cannabis sold from the on-site Adult-Use Cannabis Dispensary may be consumed on the premises. Customers shall not be permitted to consume Cannabis, food or beverages brought in from outside of the premises.

(E) Employee Training and Customer Education. The Adult-Use Cannabis Dispensing Organization shall:

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(1) Train its employees about the various products the Cannabis consumption area sells, including potency of the products, absorption time, and effects of the products; and

(2) Require its employees to educate all customers as to the various products the Cannabis consumption area sells in an effort to ensure responsible consumption.

(F) Hours of operation. Hours of operation shall be limited to Monday through Sunday, 6:00 a.m. to 10:00 p.m. or as further limited by state law.

(G) Prohibited entry.

(1) No one under twenty-one years of age is allowed in the Cannabis consumption area.

(2) A sign posted in a conspicuous location readily visible to persons entering the premises shall state that entry into the Adult-Use Cannabis Dispensary on-site consumption area by persons under the age of twenty-one is prohibited.

(H) Consumption method. Depending on the type of on-site Cannabis consumption areas permit issued by the Village, the Cannabis consumption area shall be limited to one of the following Cannabis consumption methods:

(1) Consumption of Cannabis by smoking, vaping, and ingestion; or

(2) Consumption by ingestion only.

(I) Insurance. The Adult-Use Cannabis Dispensing Organization shall obtain and during the term of the on-site Cannabis consumption permit, keep in force commercial general liability insurance coverage written in the occurrence form with a general aggregate limit of:

(1) $2,000,000 bodily injury per person;

(2) $4,000,000 bodily injury aggregate limit;

(3) $2,000,000 property damage per occurrence; and

(4) $4,000,000 property damage aggregate limit; or

(5) In the alternative, $5,000,000 combined, single-limit coverage for bodily injury and property damage per occurrence.

The Adult-Use Cannabis Dispensing Organization shall file with the Village evidence of complete coverage of all insurance required bearing the original signature of the insurance company's agent authorized by that insurer to bind

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coverage on its behalf. Acceptable evidence of insurance is (electronic copies will be accepted) as follows:

(1) A binder or certificate of insurance with original endorsements affecting coverage; or

(2) The complete insurance policy with original endorsements affecting coverage.

The certificate of insurance and endorsements shall be on forms acceptable to the Village and are to be received and approved by the Village before the on-site Cannabis consumption permit is issued. The on-site cannabis consumption permit will not be issued by the Village until acceptable evidence of insurance coverage is on file with the Village. The Village reserves the right to request full, certified copies of the insurance policies. If requested, the Adult-Use Cannabis Dispensing Organization shall promptly furnish the Village with the full, certified copies of the insurance policies and endorsements requested. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Adult-Use Cannabis Dispensing Organization's obligation to obtain and keep in force the required insurance.

The insurance carriers providing the required insurance coverage shall have a minimum insurance rating of "A" and a financial rating of "VII" according to the Best's Key Rating Guide, shall be duly licensed to do business in the State of Illinois by the Illinois Department of Insurance, and shall not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

The Adult-Use Cannabis Dispensing Organization shall have the duty to confirm that the terms of all insurance comply with the above insurance requirements.

Section 5. Section 62-2 entitled "Definitions" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-2 - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure, attached, means a building or structure intended for an accessory use which is physically connected to or within the principal building or structure.

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Accessory building or structure, detached, means a building or structure intended for an accessory use which is separated from the principal building or structure.

Accessory use means a use incidental and subordinate to the principal use of the land on the same zoning lot with the principal building, structure or use being served.

Adult arcade means any place to which the public is permitted or invited wherein coin operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

Adult bookstore or *adult video store* means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(1) Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas; or

(2) Instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

A principal business purpose exists if materials offered for sale or rental depicting or describing specified sexual activities or specified anatomical areas generate 20 percent or more of the business's income, or account for 20 percent or more of inventory, or occupy 20 percent or more of total floor space. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas.

Adult cabaret means a nightclub, bar, restaurant, cafe, or similar commercial establishment that regularly, commonly, habitually, or consistently features:

(1) Persons who appear in a state of nudity or semi-nudity;

(2) Live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas;

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(3) Films, motion pictures, videocassettes, slides, photographic reproductions, or other image-producing devices that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

(4) Persons who engage in exotic or erotic dancing or performances that are intended for the sexual interests or titration of an audience or customers.

Adult motel means a hotel, motel or similar commercial establishment that:

(1) Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, or other photographic reproductions that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas, and advertises the availability of such material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television;

(2) Offers a sleeping room for rent for a period of time that is less than 24 hours; or

(3) Allows a tenant or occupant of a sleeping room to subrent the sleeping room for a period of time that is less than 24 hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas.

Adult-use cannabis business establishment means an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Dispensary, Adult-Use Cannabis Infuser Organization, Adult-Use Cannabis Processing Organization or Adult-Use Cannabis Transporting Organization.

Adult-use cannabis craft grower means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package Cannabis and perform other necessary activities to make Cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis cultivation center means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide Cannabis and Cannabis-Infused Products to licensed Cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis dispensary means a facility operated by an Adult-Use Cannabis Dispensing Organization at which activities licensed by the Cannabis Regulation and Tax Act (Public Act 101-0027) may occur.

Adult-use cannabis dispensing organization means a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire Cannabis from licensed Cannabis business establishments for the purpose of selling or dispensing Cannabis, Cannabis-Infused Products, Cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical Cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis infuser organization or infuser means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate Cannabis or Cannabis concentrate into a product formulation to produce a Cannabis-Infused Product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

Adult-use cannabis processing organization or *adult-use cannabis processor* means a facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce Cannabis concentrate or incorporate Cannabis or Cannabis concentrate into a product formulation to produce a Cannabis product.

Adult-use cannabis transporting organization or *adult-use cannabis transporter* means an organization or business that is licensed by the Department of Agriculture to transport Cannabis on behalf of a Cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program.

Alley means a public right-of-way which affords a secondary means of vehicular access to an abutting property.

Alteration means any change in the size, shape, character, occupancy or use of a structure.

Automated teller machine means an electronically powered machine installed in the wall of a building, activated by means of a coded card or other similar device which permits limited banking business transactions to be conducted.

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Automobile, as used in the context of this chapter, means any passenger automobile or truck not exceeding one and one-half tons in capacity.

Awning. (As defined in Chapter 42, the village sign ordinance.)

Basement means a portion of a structure located partially underground but having not less than half its clear floor-to-ceiling height over more than half of its floor area below grade.

Bed and breakfast means an establishment other than a hotel or motel that is designed or used for the living and sleeping accommodations of transient guests which provides toilet and bath facilities which may be shared; a common dining facility may be provided, however guests do not have personal access to kitchen facilities; and, a common entrance is provided.

Block means a tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, the shore line of a creek or river, or corporate boundary lines of the village.

Building means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind and which is permanently affixed to the land.

Building area means the maximum horizontal projected area of a building and its accessory buildings, excluding open steps, terraces, and cornices projecting not more than three inches.

Building coverage means the horizontal area measured within the outside of the exterior walls of the ground floor of all principle and accessory structures on the lot, expressed as a percentage of the total lot area.

Building height means the vertical distance measured from the sidewalk level or grade or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and the ridge of a gable, hip or gambrel roof, excluding elevator or mechanical rooms comprising no more than ten percent of the roof area, in any case where the building setback exceeds the requirements of this chapter, the building height shall be measured from the finished grade at the front of the building.

Building permit means a document issued by the village manager or his designee certifying that the plans reviewed conform to the requirements of the building code.

Building, principal, means a non-accessory building in which a principal use of the lot, on which it is located, is conducted.

Building setback line means a line parallel to the front lot line set at a distance regulated by the front yard requirements established by this chapter. The front setback

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shall be measured from the front property line to the building foundation. Where established buildings on platted lots in a block, or 400 feet on either side have an average front yard setback greater than that required in the zoning district, the front yard setback requirement shall be the mean average setback of the existing buildings; however, in no case other than when the district regulations call for a greater setback shall the setback exceed 40 feet. Where a lot on which a building line setback is required adjoins a district with a smaller setback requirement, the front yard setback for a distance of not more than 50 feet from the district line need not exceed 50 percent of the setback required in the district in which the lot is located. Enclosed porches are not permitted beyond the building setback line. Open porches, stoops and other similar structures may project not more than 60 inches beyond the building setback line.

Business means retail, wholesale and service establishments which cater to the community needs for goods and services.

(1) The term “retail business” means the sale of merchandise directly to the consumer for personal or household use.

(2) The term “wholesale business” means the sale of merchandise to retailers or to institutional, industrial, commercial and professional users.

(3) The term “personal service” means any enterprise conducted for gain which primarily offers services to the general public, including, but not limited to, shoe repair, watch repair, barber or beauty shop,

(4) The term “business service” means any activity conducted for gain which renders services primarily to other commercial or industrial enterprises, or which services and repairs appliances and machines used in homes and businesses.

Cafeteria means a business establishment in which food and drink are served for consumption inside the building only. Patrons select from a visible array of prepared items with selections which may vary from day to day. A cafeteria is permitted as a matter of right to be located in a commercial, office or industrial facility when designed and restricted to serve as their primary clientele the employees of the commercial, office or industrial facility in which it is located.

Cannabis means *m*arijuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa and including any and all derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of

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such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means concentrate and Cannabis-Infused Products.

Cannabis-infused product means a beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis that is not intended to be smoked.

Carry-out food service means an establishment which by design of physical facilities, including, but not limited to, internal layout, parking accommodations, etc., or by service or packaging procedures, permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off-premises, and where the consumption of food in motor vehicles on the premises is neither encouraged nor permitted.

Carwash means a building or a portion thereof providing drive-in access to the public and containing facilities for the washing of motorized vehicles.

Catering means the supplying of prepared food, to be sold, served and consumed on-premises other than those belonging to the caterer.

Cellar means a portion of a structure located partially or wholly underground and having half or more than half of its clear floor-to-ceiling height over half or more than half of its floor area below ground.

Certificate of building and zoning compliance means a document issued by the zoning enforcement administrator certifying that a building, structure and/or its use, or the use of premises, conform to the provisions of this chapter, or, in the case of nonconforming use, that such use is lawful under the terms of this chapter. No building, structure, or parcel of land may be placed into use after the effective date of the ordinance from which this chapter is derived without its owner having received a certificate of building and zoning compliance. Any building, structure or parcel of land offered for gift, trade or sale where a transfer of title is intended must be re-inspected to determine its conformity with the provisions of this chapter.

Clinic means an establishment where human patients receive medical or dental examination or treatment, but are not lodged overnight.

Club or lodge, private, means a nonprofit association of persons who are bona fide members paying monthly or annual dues, which owns, hires or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such private club or lodge are conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting. It shall be permissible to serve food and meals on such premises providing adequate dining room space and kitchen facilities are available.

Commission means the planning and zoning commission of the village.

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Community residence, large, means a group home or specialized residential care home serving persons with disabilities which is licensed, certified or accredited by appropriate local, state or national bodies. A community residence is deemed large when the number of unrelated disabled persons living in the residence exceeds the permitted number of unrelated nondisabled persons allowed to live in a residence as determined by the village's definition of family. Full-time staff, meaning staff which occupies the residence overnight, shall not be included when calculating the number or unrelated persons living in a residence, but shall be included when determining the number of persons that can live in a structure spatially as per the building code. The term “community residence” does not include a residence which serves persons whose primary reason for placement is substance abuse, or persons whose primary reason for placement is treatment of a communicable disease.

Community residence, small , means a group home or specialized residential care home serving unrelated persons with disabilities which is licensed, certified or accredited by appropriate local, state or national bodies. The number of unrelated disabled persons allowed to live in a residence shall be the same number of unrelated nondisabled persons allowed to live in a residence, which is determined by the village's definition of “family.” Full-time staff, meaning staff which occupies the residence overnight, shall not be included when calculating the number of unrelated persons living in a residence, but shall be included when determining the number of persons that can live in structure spatially as per the building code. The term “community residence” does not include a residence which serves persons whose primary reason for placement is substance abuse, or persons whose primary reason for placement is treatment of a communicable disease.

Daycare center means an institution or place in which are received three or more children, not of a common parentage, apart from their parents or guardian, for part or all of a day, but not later than 9:00 p.m. The term “day care center” includes, but is not limited to, the following: nursery school, child care center, day nursery, kindergarten and play group, but does not include bona fide kindergartens, child care centers, play groups or nursery schools operated by a public or private elementary or secondary school system or the village.

Disability means any person whose disability:

(1) Is attributable to mental, intellectual or physical impairments or a combination of mental, intellectual or physical impairments.

(2) Is likely to continue for a significant amount of time or indefinitely.

(3) Results in functional limitations in three or more of the following areas of major life activities;

a. Self-care.

b. Receptive or expressive language.

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c. Learning.

d. Mobility.

e. Self-direction.

f. Capacity for self-living.

g. Economic self-sufficiency.

(4) Reflects the person's need for a combination and sequence of special interdisciplinary generic care, treatment or other services which are of a lifelong or extended duration.

Discontinuance means the discontinuance or abandonment is the cessation or termination of a use or activity for a period of time as specified in article IV of this chapter, regardless of any intent to resume or not to abandon such use; such use shall not thereafter be reestablished or resumed. The continuance of public utilities: water, refuse service, gas, electricity or telephone, shall not automatically be considered a continuance of the use or activity. Any subsequent use or occupancy of such land or structure shall comply with the use regulations of the zoning district in which such land or structure is located. Any period of such discontinuance caused by government action other than involved in enforcing criminal codes, strikes, material shortages, or acts of nature, and without any contributing fault by the nonconforming user shall not be considered in calculating the length of discontinuance for purposes of this definition.

District means a division of the geographic area of the village, as shown on the zoning map, identifying boundaries within which regulations include, but are not limited to, use, height, bulk, yard limits, lot size governing land, buildings and premises in a uniform manner. District map means the official district map of the village, as adopted by the village board with all amendments subsequently adopted by the village board, on file in the office of the village clerk and being the official zoning map for the village.

Drip line means the farthest most point of a structure's roof other than a gutter.

Drive-in.

(1) The term "drive-in" means a building or structure from which sales or deliveries of personal property or goods are made, services rendered, directly either:

a. To persons outside the building through window or window-type openings in said building;

b. To persons who are the occupants or drivers or motor vehicles; or

c. To persons who may partially or fully receive, enjoy or use the services or personal property purchased while remaining on the premises as the driver or occupant of a motor vehicle.

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(2) The term “drive-in” includes any carwash in which cars are either driven, pushed or pulled through a washing apparatus, but shall not include a parking lot, nor a private, public, or storage garage, nor a gasoline station.

Dwelling means a building designed or occupied for other than transient residential use including one or more dwelling units as defined herein, but not including a house trailer, mobile home, hotel, motel, bed and breakfast or similar transient accommodations.

Dwelling, multiple-family, means a dwelling is a building containing three or more dwelling units, also referred to as a multifamily dwelling.

Dwelling, one-family, means a building containing one dwelling unit only, and detached or separated from other dwelling units by open space, also referred to as a single-family dwelling.

Dwelling, townhouse, means a structure composed of at least two, but not more than eight, dwelling units attached by party wails, each of which has separate entrances which provide direct access to outside yards or approaches.

Dwelling, two-family, means a building containing two dwelling units only, and detached or separated from other dwelling units by open space.

Dwelling unit means one or more rooms which are arranged, designed, or used as living quarters for one family only; and containing a complete single kitchen and permanently installed toilet and bath facilities.

Easement means the legally documented and recorded authorization by a property owner for use by another, and for a specific purpose of a designated area of his property.

Escort means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort agency means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration,

Family means one person living alone; two or more persons related by blood, marriage, adoption or guardianship living together as a single housekeeping unit and occupying one single dwelling unit; or not more than three persons who need not be related by blood, marriage, adoption or guardianship, living together as one single housekeeping unit by joint agreement, occupying on a nonprofit cost sharing basis, one single-dwelling unit and using common entrances and exits and providing for legal off-street parking of all vehicles in their possession.

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Fence means a structure as defined in and regulated by “an ordinance regulating fences and hedges” for the village as heretofore duly passed and approved by the village board, as may be amended from time to time.

Floodplain. The use of the terms “floodplain,” “flood hazards” and “floodplain regulations” refer to the definitions and regulations as contained in “an ordinance establishing floodplain regulations for the Village of Brookfield,” heretofore duly passed and approved by the village board, as may be amended from time to time.

Floor area , for determining off-street parking spaces and loading berths for any use, means the sum of the gross horizontal areas of the several floors of the building or portion thereof, devoted to such use, including accessory storage areas located within selling or working spaces such as counters, racks, or closets, and any basement floor area devoted to retailing activities, to the production or processing of goods, or to businesses or professional offices. However, the term “floor area,” for the purposes of measurement for off-street parking spaces, does not include: floor area devoted primarily to storage purposes, except as otherwise noted herein; floor area devoted to off-street parking or loading facilities, including aisles, ramps, and maneuvering space; or basement floor area other than area devoted to retailing, to the production or processing of goods, or to business or professional offices.

Frontage means all the property fronting on one side of a street, measured along such street between an intersection or an intersecting street and:

(1) Another intersection or intersecting street;

(2) A right-of-way in excess of 30 feet;

(3) The end of a dead-end street;

(4) A watercourse; or

(5) The corporate limits of the village.

Garage means a structure, or part thereof, designed or used for the parking and storage of a motor vehicle.

Garage, private commercial, means a building other than a private truck or bus garage used for the parking or storing of motor vehicles of customers and employees not exceeding a gross weight of 8,000 pounds within the structure for periods of less than 24 consecutive hours and for which no remuneration is received. No care, incidental servicing or the sale of automotive supplies from such vehicles is permitted. Such structures shall be permitted as an accessory use in any commercial or industrial zoning district where servicing a principal use on the same zoning lot.

Garage, private residential, means a detached structure or a portion of the principal building designed, arranged used or intended to be used for the storage of motor vehicles not exceeding 4,000 pounds in gross weight.

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Garage, public, means a building other than a private truck or bus garage used for the parking or storing of motor vehicles not exceeding a gross weight of 8,000 pounds for remuneration, hire or sale within the structure. Care, incidental servicing and sale of automotive supplies for such vehicles parked or stored is permitted.

Garage, truck and/or bus, means a building which is designed or used, or intended to be used, for the storage of motor trucks, truck trailers, tractors, buses and commercial vehicles.

Gasoline service station means a facility, including the buildings and equipment used for the retail sale of products, other than liquefied petroleum gases, for the propulsion of motor vehicles, and in addition thereto, may include the following:

(1) The sale of kerosene, package naphtha, stoddard solvent, lubricants, tires, batteries, antifreeze, and items of motor vehicle accessories customarily associated with such retail business;

(2) Lubricating of motor vehicles;

(3) Rendering of services, including making of adjustments and repairs to motor vehicles; and

(4) Washing, polishing, and application of wax and similar protective finishes, also referred to as a gas station.

No washing, polishing or waxing of vehicles nor any repair to vehicles which render them inoperative may be conducted other than within an enclosed structure. Tires, windshield wiper items, oils and automotive fluids offered for sale on the premises may be displayed outdoors only during the hours of operation of the gasoline service station.

Green space means areas undisturbed by buildings, structures, or improved surfaces, and maintained as grass or other vegetative landscaping.

Greenhouse/garden store means a business involving the retail sale of nursery stock, fertilizer, plants, insecticides, herbicides, bulbs and seeds in which the primary activity is conducted within a wholly enclosed structure. Temporary outdoor storage of seasonal plants and materials is permitted as incidental to interior activities of the business. Where primary sale and storage other than for seasonal plant sales is not conducted within a wholly enclosed structure, such facility shall be considered a material sale and storage yard.

Home occupation means a service occupation conducted wholly within a dwelling unit by the residents of that dwelling with no nonresident employees, and not occupying more than 25 percent of the floor area, nor exceeding 400 square feet in area, whichever is less, and not changing the outside appearance of the building from that of a residential dwelling. The use of a garage facility is not permitted where such use reduces or eliminates the required number of off-street parking spaces as specified

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within this chapter. There shall be no traffic or parking need generated in greater volume than would be expected in a normal residential neighborhood and no noise, vibration, fumes, odors, electrical interference, glare heat, or safety hazard to the occupants of nearby properties or which produces other offensive effects detectable off the lot (for one-family residences) or outside the dwelling unit (for all other dwelling units).

Hotel means an establishment that is designed or used for the living and sleeping accommodations of transient guests which provides individual toilet and bath facilities and which may or may not provide kitchen facilities and which has a common entrance.

Improved surface means any improvement or treatment, other than principal and accessory buildings and structures, which prevents, impedes, or slows infiltration or absorption of stormwater directly into the ground at the rate of absorption of vegetation-bearing soils. Improved surfaces include, but are not limited to, concrete, gravel, pavers, wood, stone, or any materials similar in nature.

Kennel means any lot or premises on which four or more domesticated canines and/or felines of more than four months of age or older are housed, groomed, bred, boarded, trained or sold.

Live theatrical performance means a play, skit, opera, ballet, concert, comedy, or musical drama.

Loading space means an unobstructed hard-surfaced area, no part of which is located in a street or public right-of-way and which is used for the standing, loading, or unloading of merchandise or material from commercial vehicles. Required off-street loading space is not to be included as an off-street parking in the computation of required off-street parking spaces.

Lot means a “zoning lot,” except where the context shall specifically indicate a “lot of record.” The term "lot" is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street.

Lot area means the total horizontal area within the lot lines of a lot.

Lot, corner, means a lot abutting two or more streets at their intersection or junction or a lot bounded on two sides by a curving street where it is possible to draw two intersecting tangents, one each commencing at each of the two points of intersection of the lot lines and street line (which intersect with each other to form an angle of less than 135 degrees.

Lot depth means the mean horizontal distance between the front lot line and the rear lot line of a lot measured within its boundaries.

Lot, interior, means a lot other than a through lot, corner lot or reverse corner lot.

Lot line means the line of demarcation between properties either public or private.

Lot line, corner side, means any street line of a corner lot other than its front lot line.

Lot line, front, means, in the case of an interior lot abutting upon only one street, the line separating such lot from such street; in the case of a through lot, the two shortest lot lines separating such lot from such streets shall be considered a front lot line; in the case of a corner lot, the shorter lot line separating such lot from a street shall be considered to be the front lot line.

Lot line, rear, means that lot line which is most distant from and is or is nearly parallel to the front lot line. Lines other than front lot lines or rear lot lines are considered side lot lines.

Lot line, side, means any lot line other than a rear lot line, front lot line or corner lot line.

Lot of record means a lot that is part of a subdivision, the properly approved plat pursuant to state statute and village subdivision regulations (after village incorporation or by the proper county official prior to incorporation of or annexation into the village), and which has been legally recorded in the office of the recorder of deeds or the registrar of titles of the county.

Lot, reverse corner, means a corner lot, the rear of which abuts upon the side of another lot whether immediately thereto or across an alley or easement.

Lot, through, means a lot having frontage on two nonintersecting streets. On a through lot both street lines shall be deemed front lot lines.

Lot, zoning , means a tract of land consisting of one of more lots of record under a single fee title ownership and/or control located entirely within one block and occupied by or designated by its owner or developer with the owner's consent, at the time of filing for any zoning approval or building permit as a tract to be developed for one principal building and its accessory building or buildings, or as one principal use, ail together with such open spaces and yards as are designed and arranged, or required under this chapter, to be used with such building or use. Where it is represented to the proper village officials in writing at the time of filing for zoning approval or building permit that the building is to be resub divided for condominium purposes under the state condominium statutes and in conformity with the same, standards applicable to bulk space and yard requirements shall be applied with respect to the structure as a whole rather than with respect to individual dwelling units or future lots of record.

Medical cannabis means cannabis and its constituent cannabinoids, such as tetrahydrocannabinol (THC) and cannabidiol (CBD), used as an herbal remedy or therapy to treat disease or alleviate symptoms which can be administered by a variety of routes, including, but not limited to, vaporizing or smoking dried buds; administering

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tinctures or tonics; applying topicals such as ointments or balms; consuming infused food products, soda or teas; or taking capsules;

Medical cannabis cultivation center means a facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

Medical cannabis dispensing facility means a facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.

Medical cannabis dispensing organization means an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

Motel means an establishment that provides services similar to a hotel but that is designed for use primarily by transient automobile tourists.

Municipal services means any activity or operation of the village utilizing any office, building, garage, storage area or structure; park or recreational facility; structure or appurtenance utilized to provide water transmission, storage, sewage collection, detention, retention or treatment; refuse, compost or recyclable material storage, transfer or disposal; or similar purposes allowed to any municipality under the authority of the state constitution or the state revised statutes or any activity or undertaking granted to the village by any duly authorized agency of the federal government or the state.

Nonconforming building or structure means a building or structure which:

(1) Does not comply with all of the regulations of this chapter or of any amendment hereto governing parking, loading, or bulk and space requirements for the zoning district in which such building or structure is located;

(2) Is located on a legal nonconforming lot of record, whereupon yard, setback or coverage requirements do not meet the requirements of this comprehensive zoning amendment; or

(3) Is a combination of subsections (1) and (2) of this definition.

A legally established nonconforming building or structure not posing a hazard or threat to life, safety or the general welfare of the village and its residents and guests and which exists on the date of the passage of the ordinance from which this chapter is derived may be continued in lawful use and in like manner under the provisions of this chapter; however, it may not be automatically expanded beyond the physical exterior of the presently existing building or structure.

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Nonconforming lot of record means a lot of record that does not comply with the lot requirements for any permitted use in the district in which it is located.

Nonconforming lot of record, legal, means a nonconforming lot or record that:

(1) Was created by a plat or deed recorded at a time when, and came into ownership separate from adjoining tracts of land at a time when the creation of a lot of such size, shape, depth and width at such location would not have been prohibited by any ordinance or other regulations; and

(2) Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by any applicable ordinance or other regulations.

Nonconforming use means any use lawfully being made of any land, building or structure, other than a fence, hedge or sign (as governed by regulations contained in ordinances and amendments regulating those items), existing on the effective date of this comprehensive revision or any amendment thereto which does not conform to this chapter or any such amendment thereto, governing use for the zoning district in which such land, building or structure is located.

Nude model studio means any place where a person who appears in a state of nudity or semi-nudity, or displays specified anatomical areas, is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

Nudity or state of nudity means the appearance of a human's bare buttock, anus, anal cleft or cleavage, pubic area, male genitals, female genitals, or vulva, with less than a fully opaque covering; or a female breast with less than a fully opaque covering of any part of the areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Nursing home means an establishment that provides full-time nursing and health-related personal care, but not hospital services, which has in-patient beds for three or more individuals who are not related by blood or marriage to the operator and who, by reason of advanced age, chronic illness, or infirmity, are unable to care for themselves. No care for the acutely ill or surgical or obstetrical services shall be provided in such an establishment; a hospital shall not be construed to be included in this definition.

Office means a place for the transaction of business where reports are prepared, records kept and professional, administrative or business-related services are rendered. No retail or wholesale sales are offered and no manufacturing, production, assembly or other distribution takes place, except those activities that are customarily incidental to the service rendered and no warehousing exceeds more than 40 percent of the gross floor area devoted to such office use.

Open space means an area, publicly or privately owned; or in the form of a permanent easement, which may include required yard areas, other than those areas

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elsewhere regulated or elsewhere prohibited in this chapter or other ordinances and regulations of the village, that is:

(1) Open and unobstructed from ground to sky, except by facilities specifically designed, arranged, and intended for use in conjunction with passive or active outdoor recreation or relaxation;

(2) Located at least five feet from any structure, except by facilities specifically designed, arranged, and intended for use in conjunction with outdoor recreation or relaxation;

(3) Landscaped, maintained or otherwise treated to create a setting appropriate to recreation or relaxation;

(4) Accessible and usable by the residents of all dwellings, or the users of all nonresidential buildings it is intended or required to serve; and

(5) Not covered by water, used for stormwater retention or detention or to commercial agricultural production.

Outside storage means the temporary or permanent warehousing, displaying or selling of supplies, inventory, equipment, motor vehicles not registered specifically to the site, or other items not within the confines of a building. However, excluded from the term “outside storage” are off-street parking spaces required by this chapter for employees and patrons as well as loading areas required by this chapter.

Owner includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under written leases having an expired term of at least ten years, and the like. Whenever a statement of ownership is required by this chapter, full disclosure of all legal and equitable interests in the property is required.

Parking area means an area of land located other than in a public right-of-way or as may be contained within a garage, designed and used for the parking of motor vehicles, which for residentially zoned property and/or residential uses shall be limited to personal passenger automobiles and trucks not exceeding one and one-half ton in capacity, and provided for the occupants of the building for which the parking area is developed and accessory.

Parking lot means a parcel of land containing one or more unenclosed parking spaces, the use of which is principal to the lot as differentiated from an accessory use.

Parking space means an area not located in a public right-of-way used for the parking of a vehicle.

Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

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Personal service means any enterprise conducted for gain which primarily offers services rather than goods to the general public.

Planned development means an area of land developed under the terms and requirements of this chapter, in which a variety of housing types or commercial facilities or industrial facilities, or an approved combination thereof, are accommodated in a preplanned environment and as may be duly authorized by the village board under the procedures contained elsewhere in this chapter.

Planning and zoning commission means the planning and zoning commission of the village.

Premises means a lot, plot or parcel of land, together with the buildings and structures thereon.

Principal use means the use of a zoning lot, whether a permitted or special use, designated by the owner of such lot as the primary or main use of such lot and to which any other use on such lot must be accessory.

Public utility means any person, firm, or corporation under public regulation furnishing franchised services such as cable television, communications, gas, electricity, telegraph, transportation, sewage or water service.

Railroad right-of-way means a strip of land with tracks and auxiliary facilities for track operation, but not including, freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops, or car yards.

Recreational facilities, commercial, means recreational facilities open to the public and operated for gain.

Recreational facilities, noncommercial, means private and semipublic recreational facilities which are not operated for gain.

Recreational vehicle means every vessel or boat originally designed for living quarters, recreation, or human habitation and not used as a commercial vehicle, including, but not limited to, the following:

(1) Boat means any vessel used for water travel. A boat mounted on a trailer shall be considered one vessel.

(2) Camper trailer means a folding or collapsible vehicle without its own motor power, designed as temporary living quarters for travel, camping recreation or vacation use.

(3) Motorized home means a temporary dwelling designed and constructed for travel, camping, recreational or vacation uses as an integral part of a self-propelled vehicles.

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(4) Off-the-road-vehicle means a vehicle intended principally for recreational use off of roads where state vehicle licenses are not required, such as a dune buggy, go-cart, or snowmobile.

(5) Racing car or cycle means a vehicle intended to be used in racing competition, such as a race car, stock car or racing cycle.

(6) Travel trailer means a vehicle without its own motor power, designed to be used as a temporary dwelling for travel, recreational, or vacation uses.

(7) Truck camper means a structure designed primarily to be mounted on a pickup or truck chassis and designed to be used as a temporary dwelling for travel, camping recreational, or vacation uses. When mounted on a truck, such structure and truck shall together be considered one vehicle.

(8) Van is a general term applied to a noncommercial motor vehicle licensed by the state as a recreational vehicle.

(9) Vehicle trailer means a vehicle without its own motor power that is designed to transport another vehicle, such as a boat, motorcycle, or snowmobile, for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. A vehicle trailer with another vehicle mounted on it shall be considered one vehicle.

Residential use means any use permitted in a residential district.

Retail means the disposal, by sale or exchange, of specific goods to, or the acquisition of specific goods by, a person for the use other than for purposes of resale.

Right-of-way means a strip of land designated for use for vehicular or pedestrian access or passage or for installation of railroad tracks, utility lines, or similar facilities.

Right-of-way, private, means a right-of-way that has not been dedicated to or accepted by a governmental agency.

Right-of-way, public, means a right-of-way that has been dedicated to and accepted by a government agency.

Semi-nude or semi-nudity means the appearance of the female breast below a horizontal line across the top of the areola at its highest point. The term “semi-nude” or “semi-nudity” includes the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, skirt, leotard, bathing suit, or other wearing apparel, provided the areola is not exposed in whole or in part.

Setback line means a line representing the minimum horizontal distance between a specified lot line, measured at right angles to such lot line, and the drip line for a building established by zoning, platting or other legal means to restrict encroachment of

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buildings and certain structures beyond said lines. Setback lines may be measured from the foundation provided the drip line is no more than 24 inches away from the building's foundation, and there are no primary structures within ten feet of the foundation.

Sexual encounter center means a business or commercial enterprise that, as one of its principal business purposes, offers, for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(2) Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

A principal business purpose exists if the services offered are intended to generate business income.

Sexually oriented business means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Short-term accommodation , unless otherwise specifically stated in this chapter, means a period of not more than 15 consecutive days.

Sign. Any reference to a sign, unless otherwise specifically indicated herein shall refer to the definition of signs and their regulations as established in Chapter 42 by the sign ordinance of the village, as may be amended from time to time.

Spa, commercial , means a nurturing, safe, and clean commercial establishment providing massage therapy, as defined by 225 ILCS 57/10, performed by state-licensed professionals only, excluding any adult uses as defined by this Code. Wellness or beauty related retail, salon services, cuisine, or fitness activities may be provided as additional services, excluding any uses or services related to adult uses as defined by this Code.

Special use permit means a specific use of buildings or land, or a combination thereof, as described and allowable upon the approval of the village board, subject to the provisions and requirements contained in this chapter.

Specified anatomical areas means:

(1) The human male genitals in a discernibly turgid state, even if fully and opaquely covered.

(2) Less than completely and opaquely covered human genitals, pubic region, buttocks, or a female breast below a point immediately above the top of the areola.

Specified sexual activities means and includes any of the following:

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(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts, whether covered or uncovered;

(2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

(3) Masturbation, actual or simulated; or

(4) Excretory functions as part of or in connection with any of the activities set forth in subsections (1) through (3) of this definition.

Story, building, except as otherwise specifically provided in this chapter, means that portion of a building included between the surface on any floor and the surface of the floor next above it, or if there is no floor above, then the space between the floor and the ceiling next above it. The floor of a story may be split levels, provided that there is not more than four feet difference in elevation between the different levels of the floor. Where a floor-to-ceiling height is greater than 15 feet, the number of stories shall be determined by dividing the floor-to-ceiling height by eight. Where the resultant number is less than a whole number, but greater than one-half, the calculation shall reflect a half-story. For that portion of a building under a gable, hip or mansard roof, the top wall plates of which are not more than four and one-half feet above the finished floor of such story, which also has a floor-to-ceiling height of less than seven feet, and which contains less than 50 percent of the gross floor area of the story below it shall be counted as a one-half story, otherwise it shall be considered a full story. A basement shall be counted as a full story when it has a floor-to-ceiling height of more than seven feet and or more than one-half of such basement height is above the established curb level or above the finished grade level where a curb level has not been established.

Street means the portion of a public or private right-of-way, other than a driveway, easement or alley that affords the principal means of vehicular access to abutting property. For the purpose of allowing construction or use of a zoning lot after the effective date of the ordinance from which this chapter is derived, a street must be constructed, paved, inspected, and approved by the village as meeting its specifications for streets.

Street line means a lot line separating a street right-of-way from other land.

Street, public , means a street that has been dedicated to and accepted by, or otherwise acquired by a government agency.

Structural alteration means any change, other than incidental repairs, that would prolong the life of the supporting members of a structure, including, but not limited to, bearing walls, columns, beams, girders, or foundations; or that would alter the dimensions or configurations of the roof or exterior walls of a structure or that would increase either the gross or net floor area of a structure.

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Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground.

Transient means a person residing in a location of a period of time not to exceed 15 consecutive days.

Transitional service facility means an authorized and licensed dwelling operated by a public or private agency duly authorized and licensed by any state agency having authority to license and approve said facility that houses individuals being cared for by the agency and deemed by the agency to be capable of living and functioning in the community and that provides continuous professional guidance, other than a clinic, hospital, nursing home or school.

Temporary storage container means a storage container utilized for temporary safeguarding of household or other items, including a container used in connection with a home sale or home renovation. The definition of a temporary storage container expressly excludes permanent storage containers which are governed under sections 62-16, 62-17 and 62-18 of this chapter as accessory storage buildings or structures.

Use means the purpose or activity for which the land or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Variance means a relaxation of the requirements of the zoning ordinance granted by the village board after properly completing the variation process, where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, the enforcement of this chapter would result in unnecessary and undue hardship.

Vehicle means any device for carrying passengers, goods, or equipment, including, but not limited to, passenger automobiles, vans, trucks, buses, recreational vehicles, and vehicles used for commercial, business or governmental purposes.

Village manager, when used in this chapter, refers either to such official or to his duly authorized delegate.

Warehouse means an enclosed building for the storage of merchandise or commodities.

Wholesale trade means a business engaged in the sale of commodities in quality, usually for resale or business use, chiefly to retailers, other businesses, industries and institutions, rather than to the ultimate consumer.

Wholly enclosed means a structure which, through the use of walls, fencing, gates, doors or similar means, but excluding the stacking of usable or obsolete material, trailers, vehicles or landscape material, creates a screening from human senses from grade to sky of the items, materials, or goods therein contained. A required open space

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on a lot located between a lot line and a yard line that is, except as otherwise expressly authorized by this chapter, unoccupied and unobstructed from grade to sky.

Yard, corner side, means a yard extending from the front yard line to the rear yard line between the corner side lot line of a lot and the corner side yard line.

Yard, front, means a yard extending across the entire front of a lot between the front lot line of the lot and the front yard line.

Yard line, corner side, means a line drawn parallel to a corner side lot line at a distance therefrom equal to the depth of the required comer side yard.

Yard line, front, means a line drawn parallel to a front lot line at a distance therefrom equal to the depth of the required front yard.

Yard line, rear , means a line drawn parallel to a rear lot line at a distance therefrom equal to the depth of the required rear yard.

Yard line, side, means a line drawn parallel to a rear lot line at a distance therefrom equal to the depth of the required side yard.

Yard, perimeter, means a yard within and abutting the boundary of a planned development.

Yard, rear, means a yard extending across the entire rear of a lot between the rear lot line and the rear yard line.

Yard, side, means a yard extending along the side of a lot line from the front yard to the rear yard between the side lot line and the side yard line.

Yards, required, means the minimum yard depth designated in the regulations of this chapter establishing minimum front, corner side, side and rear yard requirements for various uses, structures and districts. Unless otherwise designated in this chapter, yard measurements shall be taken from the property line to the eaves (drip line) of the building or to the most protruding point of the building facing the specific lot line being measured.

Zoning district means a part of the corporate area of the village wherein regulations of this chapter are uniform.

Zoning district map means the official map as adopted by the village board and as may be amended from time to time and made part of this chapter, representing the locations and boundaries of zoning districts. For the purpose of this chapter, the terms “zoning map” and “zoning district map” are synonymous.

Zoning enforcement administrator means the official appointed by the village manager to administer and enforce this chapter. For the purpose of this chapter, the

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terms "zoning enforcement administrator" and "code enforcement director" are synonymous.

Zoning permit means a document issued by the zoning administrator authorizing buildings, structures or uses consistent with the terms of this chapter.

Section 6. Section 62-9 entitled "Zoning districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-9. - Zoning districts.

(a) In order to carry out the purposes and provisions of this chapter, the village is hereby divided into the following districts:

(1) Residential districts.

Abbreviation	Title
A	Single-Family Residence District
A-1	Single-Family Residence District
A-2	Single-Family Residence District
A-3	Single-Family Residence District
B	Multiple-Family Residence District
B-1	Multiple-Family Residence District
B-2	Multiple-Family Residence District

(2) Business districts.

Abbreviation	Title
C-1	General Service District
C-2	Restricted Planned Service District
C-3	Centralized Commercial District
C-4	Local Retail District
C-5	Restricted Local Retail District
C-6	Restricted Special Service District

(3) Industrial districts.

Abbreviation	Title
I-1	General Light Industrial District
I-2	Restricted Light Industrial District

(4) Special districts.

Abbreviation	Title

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Abbreviation	Title
S-1	General Open Space District
S-2	Restricted Planned Open Space District

(5) Overlay districts.

Abbreviation	Title
O-1	Sexually Oriented Business Overlay District
O-2	Medical Cannabis Overlay District
O-3	Adult-Use Cannabis Business Esatablishment Overlay District

(6) Station area districts.

Abbreviation	Title
SA-1	Core Mixed-Use District
SA-2	Neighborhood Mixed Use District
SA-3	Corridor Mixed-Use District
SA-4a	General Mix District
SA-4b	General Mix District
SA-5	Residential Mix District
SA-6	Residential Multi-Unit District

(b) Whenever the abbreviated terms, A-1, A-2, A-3, etc., are used in this chapter, they shall be construed as referring to their corresponding district titles.

Section 7. Section 62-30 entitled "Other use category" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-30. - Other use category.

This category includes uses that do not fit the other use categories.

~~(a) *Drive-in or drive-through facility.* Any use with drive-through windows or drive-through lanes or that otherwise offer service to the occupants of motor vehicles. Typical uses include drive-through restaurants, drive-through pharmacies, drive-in restaurants and drive-in cinemas. Automatic teller machine kiosks and similar drop-off or pick-up facilities that do not have on-site employees or amplified sound are not classified as drive-in or drive-through facilities if they meet the criteria for classification as an accessory use.~~

~~(b) *Medical cannabis cultivation center.* A facility operated by an organization or business that is registered by the Illinois Department of~~

~~Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.~~

~~(c) *Medical cannabis dispensing facility.* A facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.~~

~~(d) *Medical cannabis dispensing organization.* An organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.~~

~~(e) *Sexually Oriented Business.* The sexually oriented business use subcategory includes adult arcades, adult bookstores, adult video stores, adult cabarets, adult motels, adult motion picture theaters, adult theaters, escort agencies, nude model studios, and sexual encounter centers.~~

(1) *Adult arcade.* Any place to which the public is permitted or invited wherein coin operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

(2) *Adult bookstore or adult video store.* A commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

a. Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas; or

b. Instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

For the purpose of interpreting and administering the “adult bookstore” and “adult video store” definitions, a principal business purpose is deemed to exist if materials offered for sale or rental depicting or describing specified sexual activities or specified anatomical areas generate 20 percent or more of the business’s income, or account for 20 percent or more of inventory, or occupy 20 percent or more of total floor space. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video

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store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas.

(3) *Adult cabaret.* A nightclub, bar, restaurant, cafe, or similar commercial establishment that regularly, commonly, habitually, or consistently features:

a. Persons who appear in a state of nudity or semi-nudity;

b. Live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas;

c. Films, motion pictures, videocassettes, slides, photographic reproductions, or other image- producing devices that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

d. Persons who engage in exotic or erotic dancing or performances that are intended for the sexual interests or titillation of an audience or customers.

(4) *Adult motel.* A hotel, motel or similar commercial establishment that:

a. Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, or other photographic reproductions that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas, and advertises the availability of such material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television;

b. Offers a sleeping room for rent for a period of time that is less than 24 hours; or

c. Allows a tenant or occupant of a sleeping room to sub-rent the sleeping room for a period of time that is less than 24 hours.

(5) *Adult motion picture theater.* A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are distinguished or characterized by the depiction or description of specified sexual activities or specified anatomical areas.

(6) *Adult theater.* A theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are distinguished or characterized by the exposure of specified sexual activities or specified anatomical areas.

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(7) *Adult-use cannabis business establishment.* An Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Dispensary, Adult-Use Cannabis Infuser Organization, Adult-Use Cannabis Processing Organization or Adult-Use Cannabis Transporting Organization.

(8) *Adult-use cannabis craft grower.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(9) *Adult-use cannabis cultivation center.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and Cannabis-Infused Products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(10) *Adult-use cannabis dispensary.* A facility operated by an Adult-Use Cannabis Dispensing Organization at which activities licensed by the Cannabis Regulation and Tax Act (Public Act 101-0027) may occur.

(11) *Adult-use cannabis dispensing organization.* A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, Cannabis-Infused Products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(12) *Adult-use cannabis infuser organization or infuser.* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a Cannabis-Infused Product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

(13) *Adult-use cannabis processing organization* or *adult-use cannabis processor.* A facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product.

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(14) *Adult-Use Cannabis Transporting Organization* or *adult-use cannabis transporter.* An organization or business that is licensed by the Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program.

(15) *Drive-in or drive-through facility.* Any use with drive-through windows or drive-through lanes or that otherwise offers service to the occupants of motor vehicles. Typical uses include drive-through restaurants, drive-through pharmacies, drive-in restaurants and drive-in cinemas. Automatic teller machine kiosks and similar drop-off or pick-up facilities that do not have on-site employees or amplified sound are not classified as drive-in or drive-through facilities if they meet the criteria for classification as an accessory use.

(~~9~~16) *Escort agency.* A person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(17) *Medical cannabis cultivation center.* A facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

(18) *Medical cannabis dispensing facility.* A facility where medical cannabis, paraphernalia, or related supplies and educational materials are dispensed to registered qualifying patients operated by a medical cannabis dispensing organization.

(19) *Medical cannabis dispensing organization.* An organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

(~~8~~20) *Nude model studio.* Any place other than public park, museum or university or college art class where a person who appears in a state of nudity or semi-nudity, or displays specified anatomical areas, is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

(~~9~~21) *Sexual encounter center.* A business or commercial enterprise that, as one of its principal business purposes, offers, for any form of consideration:

a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

b. Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

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For the purpose of interpreting and administering this "sexual encounter center" definition, a principal business purpose is deemed to exist if the services offered are intended to generate business income.

(22) *Sexually Oriented Business.* The sexually oriented business use subcategory includes adult arcades, adult bookstores, adult video stores, adult cabarets, adult motels, adult motion picture theaters, adult theaters, escort agencies, nude model studios, and sexual encounter centers.

Table of Allowed Uses

USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
RESIDENTIAL								
Household Living								
Single-family detached	—	—	—	—	—	—	—	—
Single-family attached	—	S	S	—	—	—	—	—
Two-family	—	S	—	—	—	—	—	—
Multi-family	—	P	P	—	—	—	—	—
Mixed-use	P	P	P	P	P	P	—	—
Group Living	S	S	S	—	—	—	—	—
PUBLIC, CIVIC AND INSTITUTIONAL								
Cemetery	—	—	—	—	—	—	S	—
College or University	S	S	—	—	—	—	—	—
Day Care	S	S	P	S	—	S	—	—
Governmental Service	S	S	S	—	—	S	S	S
Hospital	—	—	—	—	—	—	—	—
Library or Cultural Exhibit	P	S	S	P	—	S	—	—
Parks and Recreation	—	S	S	—	P	S	—	—
Postal Service	P	S	P	P	—	S	—	—
Religious Assembly	—	S	S	—	—	—	—	—
Safety Service	S	S	S	S	S	S	S	S
School	—	—	—	—	—	—	—	—
Utilities and Public Service Facility								
Minor	P	P	P	P	P	P	P	P
Major	S	S	S	S	S	S	S	S
COMMERCIAL								
Animal Service								
Boarding or Shelter	—	—	—	—	—	—	S	—
Grooming	P	S	P	—	—	—	S	—
Veterinary	P	—	S	—	—	—	S	—
Assembly and Entertainment								
Indoor	P	P	S	—	—	—	S	—
Outdoor	—	—	S	—	—	—	S	—

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
Broadcast or Recording Studio	P	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								
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	—
Funeral or Mortuary Service	P	S	—	P	—	—	—	—
Lodging	S	S	S	P	—	—	—	—
Office								
Business or professional office	P	P	P	P	P	P	P	—
Medical, dental or health practitioner office	P	P	P	P	—	S	—	—
Parking, Non-accessory	P	P	P	P	—	—	P	—
Retail Sales								
Building supplies	S	—	—	—	—	—	P	—
Durable goods	P	P	P	P	—	S	—	—
Nondurable goods	P	P	P	P	—	P	S	—
Self-service Storage Facility	S	—	—	—	—	—	P	P
Studio, Artist or Instructional Service	P	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	—	—	S	P	—
WHOLESALE, DISTRIBUTION and STORAGE								

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USE CATEGORY	ZONING DISTRICTS							
Use Subcategory Specific Use Type	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2
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								
Adult-use cannabis craft grower	Allowed only in Adult-Use Cannabis Business Establishment Overlay District (see Division 9)							
Adult-use cannabis cultivation center								
Adult-use cannabis dispensing organization or Adult-use cannabis dispensary								
Adult-use cannabis infuser organization or infuser								
Adult-use cannabis processing organization or adult-use cannabis processor								
Adult-use cannabis transporting organization or *adult-use cannabis transporter*								
Drive-in or Drive-through Facility (as a Component of an allowed principal use)	P	S	S	P	—	—	—	—
Medical Cannabis Cultivation Center	Allowed only in Medical Cannabis Overlay District (see Division 7)							
Medical Cannabis Dispensing Facility								
Sexually Oriented Business	Allowed only in the Sexually Oriented Business Overlay District (see Division 6)							
Zoo	—	—	—	—	—	—	—	—

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Section 8. Section 62-94 entitled "Business districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-94. - Business districts.

(a) The business districts are provided for a wide range of commercial uses needed to serve the residents of the village and neighboring trade areas in a suburban setting.

(b) The C-1 General Service District is intended to provide for the needs of a population base greater than that of the municipality, so as to provide areas for services, commercial and retail uses requiring vehicular access, generally of uses generating larger volumes of vehicle and pedestrian traffic.

(c) The C-2 Restricted Planned Service District is intended to provide areas for development for service, commercial and retail uses in a unique location adjacent to general service uses, transportation links, and multiple-family uses. The creation of this district is intended to encourage the establishment of planned commercial and commercial/residential developments characterized by coordinated uses, planned sites and controlled access.

(d) The C-3 Centralized Commercial Districts are intended 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.

(e) The C-4 Local Retail District is intended to provide for limited basic shopping needs occurring daily or frequently for the convenient shopping of persons residing in the adjacent residential neighborhoods while providing highly limited services to nonlocal traffic. The uses permitted are intended to generate only low to moderate nonlocal vehicular traffic.

(f) C-5 Restricted Local Retail District, because of its location and limited size, it is intended to provide limited office and service uses which, although attractive to low to moderate vehicular traffic levels, do not create incompatibility with the general character of nearby low density residential use.

(g) C-6 Restricted Special Service District, because of its development, close proximity to low density residential use, as well as the village zoo, it is intended to provide limited office and service uses which do not create

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incompatibility with the general character of nearby low density residential use. These uses are intended to produce low vehicular traffic patterns.

(h) No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special us in any business district.

Section 9. Section 62-127 entitled "Industrial districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-127. - Industrial districts.

(a) The industrial districts provided for in this chapter reflect the special and unique character of two distinct areas of the village. The regulations for these districts are intended to provide adequate space in suitable locations for high quality, nuisance-free manufacturing, warehousing, and wholesaling uses that are compatible with the suburban residential character of the village. Unless otherwise specifically authorized in this chapter, all business, servicing, or processing shall take place within completely enclosed buildings.

(b) The I-1 General Light Industrial District provides a location which affords access only to primary thoroughfares and proximate access to the interstate system allowing for industrial and manufacturing and kindred support operations requiring direct access moderate motor vehicle use.

(c) The I-2 Restricted Light Industrial District provides a location which affords both truck and rail transportation access. This location is not intended to provide for those types of industrial and manufacturing uses which are intended to attract frequent vehicular traffic by consumers.

(d) No Adult-Use Cannabis Business Establishment shall be permitted except as may otherwise be granted by a special use and only if located within the Adult-Use Cannabis Business Establishment Overlay District.

Section 10. Section 62-163 entitled "Purpose" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-163. - Purpose.

(a) Special districts are provided to recognize the existence of major open space within the village which offer active and passive recreational use, contain waterways with recognized floodplains, and may in some cases offer potential for

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enhanced development without negatively affecting the environment or intensify flooding.

(b) The S-1 General Open Space Zoning District is intended to provide for limited development of redevelopment which will continue to provide public space which is properly planned to take into account environmental consideration and maintain a high quality natural or naturally planned environment. The S-2 Restricted Planned Open Space District is intended to provide for planned development potential of public open space which cannot only maintain a high quality natural environment but would also offer enhanced benefit to the community as a whole by taking into account proximity to major thoroughfares.

(c) No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any special district.

Section 11. Division 7 entitled "Medical Cannabis Overlay District" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, is hereby amended to read as follows:

DIVISION 7. - ~~MEDICAL~~ CANNABIS BUSINESS OVERLAY DISTRICTS

Subdivision I. - Medical cannabis overlay district

Sec. 62-205. - Purpose.

It is the purpose of this division to provide reasonable regulations regarding the location of licensed cannabis cultivation centers and licensed cannabis dispensaries occurring within the corporate limits of the village, to insure that licensed cannabis cultivation centers and licensed cannabis dispensaries located within the corporate limits of the village comply with the Compassionate Use of Medical Cannabis Pilot Program Act and the regulations promulgated thereunder, as may be amended from time to time, to provide in a reasonable manner for the impact and compatibility of licensed cannabis cultivation centers and licensed cannabis dispensaries with the existing and anticipated future uses of land within the village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the village.

Sec. 62-206. - Locational restrictions.

(a) Medical cannabis cultivation centers and medical cannabis dispensing facilities shall be permitted only in the medical cannabis overlay district. The medical cannabis overlay district shall be that portion of the village's I-1 General Light Industrial Zoning District described as follows:

(1) *Property between Raymond Avenue and Arthur Avenue.*

a. Lots 37, 38, 39, 40, 41, 42, 43 and 44 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. Lot 3 in Butkovick's Resubdivision of Lots 35 and 36 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(2) *Property between Arthur Avenue and Elm Avenue.* Lots 9 and 10, except those parts of said lots dedicated for Maple Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(3) *Property between Elm Avenue and Plainfield Road.*

a. That part of Lot 13 lying south of the north line of Lot 14 extended easterly, and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 in Block 12 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. That part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning in the centerline of Plainfield Road, 62 feet northeasterly from the point of intersection of the south line of the southeast quarter of said Section 3 with the said centerline of Plainfield Road; thence northeasterly, along the centerline of Plainfield Road 350 feet; thence northwesterly, at right angles to the centerline of Plainfield Road 311.14 feet; thence southwesterly, parallel with the centerline of Plainfield Road, 350 feet; thence southeasterly 311.14 feet to the point of beginning (except that part used for public road known as Plainfield Road), in the county.

(4) *Property between Plainfield Road and Vernon Avenue.*

a. Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 13 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

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b. Lots 1, 2, 3, 4, 5 and 6 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(5) *Property between Vernon Avenue and Prairie Avenue.* Lots 7, 8, 9, 10 and 11 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(6) *Property between Prairie Avenue and Forest Avenue.* Lots 22, 23, 24, 25, 26 and the south 20 feet of the east 100 feet of Lot 27 Auspitz and Oakes Brookfield Park subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(7) *Property between Forest Avenue and Grove Avenue.* Lot 1 in Stocker's Resubdivision Number 1, a resubdivision of Lots 7 to 12 in Block 2 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(8) *Property between Grove Avenue and Custer Avenue.* Lots 8, 9, 10 and 11 in Block 3 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(b) The boundaries of the Medical Cannabis Overlay District shall be depicted on the official zoning map of the village.

Sec. 62-207. - Permitted use only.

A medical cannabis cultivation center and a medical cannabis dispensing facility shall not be allowed as a special use in any zoning district.

Sec. 62-208. - Regulations supplement other regulations.

The regulations of the Medical Cannabis Overlay District shall supplement and are in addition to the regulations of the I-1 General Light Industrial Zoning District. In case of conflict between the regulations of the I-1 General Light Industrial Zoning District and the regulations of the Medical Cannabis Overlay District, the regulations of the Medical Cannabis Overlay District shall prevail.

Sec. 62-209. - Medical cannabis cultivation centers.

(a) Medical cannabis cultivation centers shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

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(1) The issuance or absence of issuance of a valid registration as a medical cannabis cultivation center by the Illinois Department of Agriculture to the proposed medical cannabis cultivation center.

(2) The existence, if any, of a medical cannabis cultivation center located within the Illinois State Police District within which the Village of Brookfield is located.

(3) The existence, if any, of a medical cannabis cultivation center located within the Village of Brookfield.

(4) Compliance by the medical cannabis cultivation center with the following medical cannabis cultivation center restrictions:

(b) Medical cannabis cultivation center restrictions:

(1) Compliance with state law and regulations. Medical cannabis cultivation centers shall comply with the requirements of the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No medical cannabis cultivation center shall be located, established, maintained, or operated on any lot that has a property line within 2,500 feet of the property line of any of the following uses:

a. A pre-existing public or private preschool or elementary or secondary school;

b. A pre-existing day care center, day care home, group day care home or part day child care facility; or

c. Area zoned for residential use.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the medical cannabis cultivation center is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b., and (2)c. of the medical cannabis cultivation center restrictions.

Sec. 62-210. - Medical cannabis dispensing facilities.

(a) Medical cannabis dispensing facilities shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

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(1) The issuance or absence of issuance of a valid registration as a medical cannabis dispensing facility by the Illinois Department of Financial and Professional Regulation to the proposed medical cannabis dispensing facility.

(2) The existing number of medical cannabis dispensing facilities, if any, located within the Medical Cannabis Dispensing Organization District within which the Village of Brookfield is located as established by the regulations of the Illinois Department of Financial and Professional Regulation.

(3) The existing number of medical cannabis dispensing facilities, if any, located within the Village of Brookfield.

(4) Compliance by the medical cannabis dispensing facility with the following medical cannabis dispensing facility restrictions:

(b) Medical cannabis dispensing facility restrictions.

(1) Compliance with state law and regulations. Medical cannabis dispensing facilities shall comply with the requirements of the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No medical cannabis dispensing facility shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line within 1,000 feet of the property line of any of the following uses:

a. A pre-existing public or private preschool or elementary or secondary school; or

b. A pre-existing day care center, day care home, group day care home or part day child care facility.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the medical cannabis dispensing facility is located to the nearest point on a property line of a use listed in subsections (2)a. and (2)c. of the medical cannabis dispensing facility restrictions.

(4) Hours of operation. Medical cannabis dispensing facilities shall only operate between the hours of 6:00 a.m. and 8:00 p.m.

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(5) Drive-through windows. Medical cannabis dispensing facilities shall not dispense medical cannabis or other products through a drive-through window.

Subdivision II. - Adult-use cannabis business establishment overlay district

Sec. 62-211. - Adult-use cannabis business establishment use

(a) Purpose. It is the purpose of this subdivision to provide reasonable regulations regarding the location of licensed Adult-Use Cannabis Business Establishments occurring within the corporate limits of the Village, to insure that licensed Adult-Use Cannabis Business Establishments located within the corporate limits of the Village, to comply with the Cannabis Regulation and Tax Act (Public Act 101-0027) and the regulations promulgated thereunder, as may be amended from time to time, to provide in a reasonable manner for the impact and compatibility of licensed Adult-Use Cannabis Business Establishments with the existing and anticipated future uses of land within the Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village.

(b) Locational restrictions. Adult-Use Cannabis Business Establishments shall be permitted only as a special use in the Adult-Use Cannabis Business Establishment Overlay District. An Adult-Use Cannabis Business Establishment shall not be allowed as a permitted or special use in any other zoning district. The Adult-Use Cannabis Business Establishment Overlay District shall be that portion of the Village's I-1 General Light Industrial District described as follows:

(1) *Property between Raymond Avenue and Arthur Avenue.*

a. Lots 37, 38, 39, 40, 41, 42, 43 and 44 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. Lot 3 in Butkovick's Resubdivision of Lots 35 and 36 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(2) *Property between Arthur Avenue and Elm Avenue.* Lots 9 and 10, except those parts of said lots dedicated for Maple Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(3) *Property between Elm Avenue and Plainfield Road.*

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a. That part of Lot 13 lying south of the north line of Lot 14 extended easterly, and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 in Block 12 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. That part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning in the centerline of Plainfield Road, 62 feet northeasterly from the point of intersection of the south line of the southeast quarter of said Section 3 with the said centerline of Plainfield Road; thence northeasterly, along the centerline of Plainfield Road 350 feet; thence northwesterly, at right angles to the centerline of Plainfield Road 311.14 feet; thence southwesterly, parallel with the centerline of Plainfield Road, 350 feet; thence southeasterly 311.14 feet to the point of beginning (except that part used for public road known as Plainfield Road), in the county.

(4) *Property between Plainfield Road and Vernon Avenue.*

a. Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 13 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

b. Lots 1, 2, 3, 4, 5 and 6 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(5) *Property between Vernon Avenue and Prairie Avenue.* Lots 7, 8, 9, 10 and 11 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(6) *Property between Prairie Avenue and Forest Avenue.* Lots 22, 23, 24, 25, 26 and the south 20 feet of the east 100 feet of Lot 27 Auspitz and Oakes Brookfield Park subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(7) *Property between Forest Avenue and Grove Avenue.* Lot 1 in Stocker's Resubdivision Number 1, a resubdivision of Lots 7 to 12 in Block 2 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(8) *Property between Grove Avenue and Custer Avenue.* Lots 8, 9, 10 and 11 in Block 3 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(9) Special use only. No person shall maintain, operate, or conduct any business, or engage in any business or activity as an Adult-Use Cannabis Business Establishment, whether through such person or through an agent, manager, employee or partner, at a location within the Village without obtaining an Adult-Use Cannabis Business Establishment location special use permit for such location as required under the provisions of this subdivision. An Adult-Use Cannabis Business Establishment shall be allowed only as a special use and only if located within in the Adult-Use Cannabis Business Establishment Overlay District.

(c) Regulations supplement other regulations. The regulations of the Adult-Use Cannabis Business Establishment Overlay District shall supplement and are in addition to the regulations of the I-1 General Light Industrial District. In case of conflict between the regulations of the I-1 General Light Industrial District and the regulations of the Adult-Use Cannabis Business Establishment Overlay District, the regulations of the Adult-Use Cannabis Business Establishment Overlay District shall prevail.

(d) Number.

(1) The number of Adult-Use Cannabis Craft Growers permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

(2) The number of Adult-Use Cannabis Cultivation Centers permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

(3) The number of Adult-Use Cannabis Dispensaries permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

(4) The number of Adult-Use Cannabis Infuser Organizations permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

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(5) The number of Adult-Use Cannabis Processing Organizations permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

(6) The number of Adult-Use Cannabis Transporting Organizations permitted as a special use within the Adult-Use Cannabis Business Establishment Overlay District shall be one (1).

(e) Adult-use cannabis craft growers. In determining the compliance of a proposed Adult-Use Cannabis Craft Grower with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use Cannabis Craft Grower shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Craft Grower on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Craft Growers will be located, total square footage, security installations/security plan and building code compliance. Adult-Use Cannabis Craft Growers shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, Adult-Use Cannabis Craft Growers shall be classified as "Automotive, commercial service, food service, retail" per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Craft Grower by the Illinois Department of Agriculture to the proposed Adult-Use Cannabis Craft Grower.

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(9) The existing number of Adult-Use Cannabis Craft Growers, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(10) Compliance by the Adult-Use Cannabis Craft Grower facility with the following Adult-Use Cannabis Craft Grower facility restrictions provided in subsection (f) below.

(f) Adult-Use Cannabis Craft Grower restrictions.

(1) Compliance with state law and regulations. Adult-Use Cannabis Craft Growers shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Craft Grower shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line:

a. Within 1,000 feet of the property line of any of the following uses:

i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

i. An existing Adult-Use Cannabis Dispensing Organization.

ii. An existing Adult-Use Cannabis Craft Grower.

iii. An existing Adult-Use Cannabis Cultivation Center.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Craft Grower is located to the nearest point on a property line of a

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use listed in subsections (2)a., (2)b. or (2)c. of the Adult-Use Cannabis Craft Grower restrictions.

(4) No retail sales. The Adult-Use Cannabis Craft Grower may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(5) License required. An Adult-Use Cannabis Craft Grower shall not grow, sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Craft Grower location special use license from the Village.

(g) Affidavit required. The Applicant for an Adult-Use Cannabis Craft Grower special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821 (Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(h) Adult-Use Cannabis Cultivation Centers. In determining the compliance of a proposed Adult-Use Cannabis Cultivation Center with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use Cannabis Cultivation Center shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Cultivation Center on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Cultivation Center will be located, total square footage, security installations/security plan and building code compliance. Adult-Use Cannabis Cultivation Centers shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, Adult-Use Cannabis Cultivation Centers shall be classified as "Automotive, commercial service, food service, retail" per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

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(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Cultivation Center by the Illinois Department of Agriculture to the proposed Adult-Use Cannabis Cultivation Center.

(10) The existing number of Adult-Use Cannabis Cultivation Centers, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(11) Compliance by the Adult-Use Cannabis Cultivation Center with the following Adult-Use Cannabis Cultivation Center restrictions provided in subsection (i) below:

(i) Adult-Use Cannabis Cultivation Center restrictions.

(1) Compliance with state law and regulations. Adult-Use Cannabis Cultivation Centers shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Cultivation Center shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line:

a. Within 1,000 feet of the property line of any of the following uses:

i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

i. An existing Adult-Use Cannabis Dispensing Organization.

ii. An existing Adult-Use Cannabis Craft Grower.

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iii. An existing Adult-Use Cannabis Cultivation Center.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Cultivation Center is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b. or (2)c. of the Adult-Use Cannabis Cultivation Center restrictions.

(4) No retail sales. The Adult-Use Cannabis Cultivation Center may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(5) License required. An Adult-Use Cannabis Cultivation Center shall not grow, sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Cultivation Center location special use license from the Village.

(j) The Applicant for an Adult-Use Cannabis Cultivation Center special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821 (Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(k) Adult-use cannabis dispensaries. In determining the compliance of a proposed Adult-Use Cannabis Dispensary with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use Cannabis Dispensary shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Dispensary on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Dispensary will be located, total square footage, security installations/security plan

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and building code compliance. Adult-use cannabis dispensaries shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, adult-use cannabis dispensaries shall be classified as "Automotive, commercial service, food service, retail" per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Dispensary by the Illinois Department of Financial and Professional Regulation to the proposed Adult-Use Cannabis Dispensary.

(9) The existing number of adult-use cannabis dispensaries, if any, located within the dispensing organization district within which the Village is located as established by the regulations of the Illinois Department of Financial and Professional Regulation.

(10) The existing number of adult-use cannabis dispensaries, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(11) Compliance by the adult-use cannabis dispensing facility with the following Adult-Use Cannabis Dispensary restrictions provided in subsection (I) below.

(I) Adult-Use Cannabis Dispensary restrictions.

(1) Compliance with state law and regulations. Adult-use cannabis dispensaries shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

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(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Dispensary shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line

a. Within 1,000 feet of the property line of any of the following uses:

i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

i. An existing Adult-Use Cannabis Dispensing Organization.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Medical cannabis dispensing organization secondary site location restrictions. If a medical cannabis dispensing organization holding a valid registration under the Compassionate Use of Medical Cannabis Pilot Program Act is the entity seeking approval for a secondary site to be used as an Adult-Use Cannabis Dispensary, it shall not be located, established, maintained, or operated on any lot that has a property line within 1,500 feet of the property line of any of the following uses:

a. Another medical cannabis dispensing organization; or

b. An Adult-Use Cannabis Dispensing Organization.

(4) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Dispensary is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b., (2)c. or (3) of the Adult-Use Cannabis Dispensary restrictions.

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(5) Hours of operation. Adult-use cannabis dispensaries shall only operate Monday through Sunday between the hours of 6:00 a.m. and 10:00 p.m.

(6) Drive-through windows. Adult-use cannabis dispensaries shall not dispense cannabis, Cannabis-Infused Products or other products through a drive-through window.

(7) Dispensing activities. At least seventy-five percent (75%) of the floor area of any space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(8) On-Site Consumption. No person shall permit the smoking or consumption of cannabis on the premises of an Adult-Use Cannabis Dispensary without an on-site consumption permit issued by the Village. An Adult-Use Cannabis Dispensing Organization that permits the smoking or consumption of cannabis on the premises shall apply for and obtain an on-site consumption permit from the Village. An onsite consumption permit may be issued at the discretion of the Village Manager to an Adult-Use Cannabis Dispensary organization licensed by the state and in good standing with the Village based on and taking into consideration the operating history, if any, and business practices of the applicant and any other factors which the Village Manager deems necessary to promote the peace, order and welfare of the public. An application for an onsite consumption permit may be denied for failure to meet requirements of this chapter or any other provision of this code or any applicable building or fire code, and/or any violation of state or local law relevant to the operation of the Adult-Use Cannabis Dispensary. The Village Manager shall establish conditions of approval for each onsite consumption permit, including, but not limited to, a parking plan, ventilation plan and an impaired customer transportation plan. No property interest, vested right, or entitlement to receive a future permit to operate an on-site cannabis consumption area shall ever inure to the benefit of the permit holder. On-site cannabis consumption permits are revocable at any time with or without cause by the Village Manager.

(9) Odor control and mitigation plan. Each applicant for a permit to operate an on-site cannabis consumption area in the Village that permits smoking or vaping of cannabis shall submit and file with his/her/its initial application for that permit an odor control and mitigation plan. That plan shall provide a sufficient odor-absorbing ventilation and exhaust system so that the distinctive odor generated inside the on-site cannabis consumption area is not detected outside of the on-site cannabis consumption area, outside of the Adult-Use Cannabis Dispensary, anywhere on the adjacent property, from any public right-of-way way, on or about any exterior or interior common area walkways, hallways,

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breezeways, foyers, lobby areas, or in any other area available for common use by the public. Each odor-control and mitigation plan shall be certified by a qualified licensed professional engineer, and include the following:

a. Operational processes and maintenance plan, including activities undertaken to ensure the odor mitigation system remains functional;

b. Staff training procedures; and

c. Engineering control, which may include carbon filtration or other methods of air cleansing and evidence that such controls are sufficient to effectively mitigate odors from all odor sources.

In addition, the odor control and mitigation plan shall be consistent with accepted and best available industry-specific technologies designed to effectively mitigate odors from all odor sources. Any failure to submit the odor control and mitigation plan for an on-site cannabis consumption area in compliance with this section will result in denial, revocation or suspension of the on-site cannabis consumption permit.

(10) Food and alcoholic beverage sales prohibited. An Adult-Use Cannabis Dispensing Organization shall not sell food or alcoholic beverages for consumption on the premises.

(11) Other sales prohibited. An Adult-Use Cannabis Dispensing Organization shall not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027) or, if so licensed, under the Compassionate Use of Medical Cannabis Pilot Program Act.

(12) License required. An Adult-Use Cannabis Dispensing Organization shall not sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Dispensary location special use license from the Village.

(m) The Applicant for an Adult-Use Cannabis Dispensary special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821 (Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(o) Adult-Use Cannabis Infuser Organizations. In determining the compliance of a proposed Adult-Use Cannabis Infuser Organization with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use Cannabis Infuser Organization shall be evaluated based on the entirety of the circumstances affecting the particular

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property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Infuser Organization on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Infuser Organization will be located, total square footage, security installations/security plan and building code compliance. Adult-Use Cannabis Infuser Organizations shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, Adult-Use Cannabis Infuser Organizations shall be classified as "Automotive, commercial service, food service, retail" per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Infuser Organization by the Illinois Department of Agriculture to the proposed Adult-Use Cannabis Transporting Organization.

(9) The existing number of Adult-Use Cannabis Infuser Organizations, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(10) Compliance by the Adult-Use Cannabis Infuser Organization with the following Adult-Use Cannabis Infuser Organization restrictions provided in subsection (p) below.

(p) Adult-Use Cannabis Infuser Organization restrictions.

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(1) Compliance with state law and regulations. Adult-Use Cannabis Transporting Organizations shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Infuser Organization shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line

a. Within 1,500 feet of the property line of any of the following uses:

i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

i. An existing Adult-Use Cannabis Dispensing Organization.

ii. An existing Adult-Use Cannabis Craft Grower.

iii. An existing Adult-Use Cannabis Cultivation Center.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Infuser Organization is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b. or (2)c. of the Adult-Use Cannabis Infuser Organization restrictions.

(4) Infuser activities. At least seventy-five percent (75%) of the floor area of any space occupied by an Adult-Use Cannabis Infuser Organization shall be devoted to the activities of the Adult-Use Cannabis

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Infuser Organization as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(5) No retail sales. The Adult-Use Cannabis Infuser Organization may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(6) License required. An Adult-Use Cannabis Infuser Organization shall not grow, sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Infuser Organization location special use license from the Village.

(q) The Applicant for an Adult-Use Cannabis Infuser Organization special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821 (Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(r) Adult-Use Cannabis Processing Organizations. In determining the compliance of a proposed Adult-Use Cannabis Processing Organization with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use Cannabis Processing Organization shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Processing Organization on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Processing Organization will be located, total square footage, security installations/security plan and building code compliance. Adult-Use Cannabis Processing Organizations shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, Adult-Use Cannabis Processing Organizations shall be classified as “Automotive, commercial service, food service, retail” per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional

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parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Processing Organization by the Illinois Department of Agriculture to the proposed Adult-Use Cannabis Processing Organization.

(9) The existing number of Adult-Use Cannabis Processing Organizations, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(10) Compliance by the Adult-Use Cannabis Processing Organization with the following Adult-Use Cannabis Cultivation Center restrictions provided in subsection (s) below.

(s) Adult-Use Cannabis Processing Organization restrictions.

(1) Compliance with state law and regulations. Adult-Use Cannabis Processing Organization shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Processing Organization shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line

a. Within 1,500 feet of the property line of any of the following uses:

i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

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i. An existing Adult-Use Cannabis Dispensing Organization.

ii. An existing Adult-Use Cannabis Craft Grower.

iii. An existing Adult-Use Cannabis Cultivation Center.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Processing Organization is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b. or (2)c. of the Adult-Use Cannabis Processing Organization restrictions.

(4) Processor activities. At least seventy-five percent (75%) of the floor area of any space occupied by an Adult-Use Cannabis Processing Organization shall be devoted to the activities of the Adult-Use Cannabis Processing Organization as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(5) No retail sales. The Adult-Use Cannabis Processing Organization may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(6) License required. An Adult-Use Cannabis Processing Organization shall not grow, sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Processing Organization location special use license from the Village.

(t) The Applicant for an Adult-Use Cannabis Processing Organization special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821(Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(u) Adult-Use Cannabis Transporting Organizations. In determining the compliance of a proposed Adult-Use Cannabis Transporting Organization with Section 62-821 (Special Uses - Procedure), the following components of the Adult-Use

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Cannabis Transporting Organization shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of properties in the vicinity of the proposed use:

(1) Impact of the proposed Adult-Use Cannabis Transporting Organization on existing or planned uses located within the vicinity of the subject property including, but not limited to, locations which the Village deems sensitive.

(2) Proposed structure in which the Adult-Use Cannabis Transporting Organization will be located, total square footage, security installations/security plan and building code compliance. Adult-Use Cannabis Transporting Organizations shall not be located in multi-tenant or multi-use structures and shall only be located in free-standing detached structures.

(3) Anticipated number of customers/employees.

(4) Anticipated parking and loading demand based on Divisions 1 through 3, inclusive of Article III (Off Street Parking and Loading) of this chapter and available private parking and loading supply. For purposes of determining required loading, Adult-Use Cannabis Transporting Organizations shall be classified as "Automotive, commercial service, food service, retail" per Section 62-320 (Required loading spaces, generally) of this Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 62-821 (Special Uses - Procedure) herein.

(5) Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

(6) Site design, including access points and internal site circulation.

(7) Proposed signage plan.

(8) The issuance or absence of issuance of a valid registration as an Adult-Use Cannabis Transporting Organization by the Illinois Department of Agriculture to the proposed Adult-Use Cannabis Transporting Organization.

(9) The existing number of Adult-Use Cannabis Transporting Organizations, if any, located within the Village's Adult-Use Cannabis Business Establishment Overlay District.

(10) Compliance by the Adult-Use Cannabis Transporting Organization with the following Adult-Use Cannabis Transporting Organization restrictions provided in subsection (v) below.

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(v) Adult-Use Cannabis Transporting Organization restrictions.

(1) Compliance with state law and regulations. Adult-Use Cannabis Transporting Organization shall comply with the requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027) and all regulations promulgated thereunder, as may be amended from time to time.

(2) Minimum distance from incompatible uses. No Adult-Use Cannabis Transporting Organization shall be located, established, maintained, or operated in a house, apartment or condominium, or an area zoned for residential use, or on any lot that has a property line

a. Within 1,500 feet of the property line of any of the following uses:

~~(A)~~ i. A pre-existing public or private preschool or elementary or secondary school; or

ii. A pre-existing day care center, day care home, group day care home or part-day child care facility; or

b. Within 1,500 feet of the property line of any of the following uses:

i. An existing Adult-Use Cannabis Dispensing Organization.

ii. An existing Adult-Use Cannabis Craft Grower.

iii. An existing Adult-Use Cannabis Cultivation Center.

c. Within 250 feet of the property line of any of the following uses:

i. An existing dwelling unit, or

ii. Pre-existing property zoned or used for residential purposes.

(3) Measurement. For the purposes of this section, distances shall be measured linearly in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which the Adult-Use Cannabis Transporting Organization is located to the nearest point on a property line of a use listed in subsections (2)a., (2)b. or (2)c. of the Adult-Use Cannabis Transporting Organization restrictions.

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(4) No retail sales. The Adult-Use Cannabis Transporting Organization may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act (Public Act 101-0027).

(5) License required. An Adult-Use Cannabis Transporting Organization shall not transport, sell or otherwise distribute or dispense cannabis from a location in the Village unless it has been issued and holds a valid Adult-Use Cannabis Transporting Organization location special use license from the Village.

(w) The Applicant for an Adult-Use Cannabis Transporting Organization special use permit shall file an affidavit with the Village affirming compliance with this section, Section 62-821 (Special Uses - Procedure) of this Code and all other requirements of the Cannabis Regulation and Tax Act (Public Act 101-0027).

(x) Additional Requirements: The applicant for an Adult-Use Cannabis Business Establishment special use permit shall install building enhancements, such as security cameras, lighting or other improvements, as may be set forth in the special use permit, to ensure the safety of employees and customers of the Adult-Use Cannabis Business Establishment, as well as its environs. The improvements shall be determined based on the specific characteristics of the floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located, consistent with the requirements of this code and the Cannabis Regulation and Tax Act (Public Act 101-0027).

(y) Co-Location of Cannabis Business Establishments. The Village may approve the co-location of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use Cannabis Infuser Organization, or both, subject to the provisions of this code and the Cannabis Regulation and Tax Act (Public Act 101-0027). The minimum distance requirements between cannabis business establishments of Sections 62.211(f)(2)(b), 62.211(l)(2)(b) and 62.211(p)(2)(b) shall not apply to the co-located cannabis business establishments, but shall apply between the co-located cannabis business establishment and other cannabis business establishments that are not co-located with the applicant. The floor space requirements of Sections 62.211(l)(7) and 62.211(p)(4) shall not apply to co-located cannabis business establishments, but the co-located cannabis business establishments shall be the sole use of the building in which they are located

Sec. 62-212 Adult-use cannabis dispensary location special use permits

(a) Any person filing an application to locate an Adult-Use Cannabis Business Establishment in the Village shall pay a non-refundable application fee in an amount as set forth the Village's Fee Schedule. Should the Village issue an Adult-Use Cannabis Business Establishment location special use permit to the applicant, the application fee shall satisfy the applicant's first annual location special use permit fee.

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(b) Any person operating an Adult-Use Cannabis Business Establishment in the Village shall pay an annual location special use permit fee as set forth the Village's Fee Schedule to locate an Adult-Use Cannabis Business Establishment in the Village. All Adult-Use Cannabis Business Establishment location special use permits shall be issued annually and shall terminate on the last day of April of the following year. At least 30 days prior to the date of expiration of the Adult-Use Cannabis Business Establishment location special use permit, each permittee shall be required to submit to the Village Clerk or a designee a renewal permit application and the annual permit fee. If a renewal permit application and fee is not received on or before May 1st of the renewal year, the Adult-Use Cannabis Business Establishment location special use permit shall expire, and the operation of the licensed Adult-Use Cannabis Business Establishment shall be discontinued on the date of expiration and until a renewal application is processed and, if required, a new permit is issued by the Village. If a permittee whose Adult-Use Cannabis Business Establishment location special use permit has expired hereunder seeks to reinstate the permit after May 1st of the renewal year, a late fee shall be charged equal to 10% of the annual fee for such permit.

(c) Renewal of an Adult-Use Cannabis Business Establishment location special use permit may be denied pursuant to the procedures for revocation of a permit set forth in subsection (h) below. When a renewal is denied, the applicant shall not be issued an Adult-Use Cannabis Dispensary location special use permit for one year after the date of the denial, provided that if, subsequent to the denial, the Village finds that the basis for denying renewal of the permit has been corrected or abated, the applicant may be granted a permit.

(d) The Adult-Use Cannabis Business Establishment location special use permit fee shall be paid in advance on an annual basis. If the permit is issued for a period of six months or less, the fee shall be one-half the annual fee. Except as otherwise provided, all permit fees shall be non-refundable.

(e) No Adult-Use Cannabis Business Establishment location special use permit shall be issued for the location of an Adult-Use Cannabis Business Establishment if the premises and building to be used for the purpose do not fully comply with the requirements of the Village, including, but not limited to, the Village's zoning ordinance.

(f) It shall be the duty of any person conducting a licensed Adult-Use Cannabis Business Establishment in the Village to keep the current Adult-Use Cannabis Business Establishment location special use permit posted in a prominent place on the premises used for such business at all times.

(g) Any person who violates any provision of this section or a provision of Chapter 62 applicable to an Adult-Use Cannabis Business Establishment for which another penalty is not specifically provided shall, upon conviction, be subject to the general penalties provided for in Section 1.12 of this code. Each day a violation continues shall be deemed a separate violation. The minimum fine for any further conviction of a violation within a one-year period shall be $250.

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(h) In addition to any other penalty provided for herein, any Adult-Use Cannabis Business Establishment Location special use permit may be suspended for up to 30 days, or revoked by the Village Manager or a designee, at any time during the term of such permit for a violation of any provision regulating the Adult-Use Cannabis Business Establishment subject to an Adult-Use Cannabis Business Establishment location special use permit hereunder, or the premises occupied, or for a violation of any other provision of the Village's code related thereto, in accordance with the following:

(1) Every act or omission of whatever nature that constitutes a violation of any of the provisions of this title or any other provision of this code related to the permitted premises, by any officer, director, manager, employee, or agent of any permittee, shall be deemed and held to be the act of such permittee; and such permittee shall be subject to the same penalties as if the act or omission had been committed or omitted by the permittee personally. Accordingly, any act or omission by any such persons that constitutes a violation of the provisions of this section or any other provision of this code related to the permitted business, activity or occupation, or the permitted premises, shall be deemed to be the act or omission of the permittee for purposes of determining whether the permit should be suspended, revoked or renewed.

(2) An Adult-Use Cannabis Business Establishment location special use permit issued pursuant to this title may be suspended or revoked only after no less than three days' written notice from the Village Manager of the alleged violation and an opportunity for the permittee to appear and defend against such violation. Hearings concerning alleged violations shall be before the Village Manager or a designee. Following such a hearing, the hearing officer shall issue written findings and an order concerning the suspension or revocation. Notwithstanding the provisions of this section, if the Village Manager or a designee has reason to believe that the continued operation of a permitted premises will immediately threaten the welfare of the community or create an imminent danger of a violation of applicable law, the premises may be closed for not more than three days pending the hearing provided for in this section, provided that if such permittee also is engaged in the conduct of other businesses on the permitted premises, such order shall not be applicable to such other businesses.

(3) In the event of a revocation of a special use permit pursuant to this section, the permittee shall forfeit any and all monies paid for such permit.

Section 12. Division 8 entitled "Station Area Districts" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended by adding thereto Section 62-218 entitled "Prohibited use" to read as follows:

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Sec. 62-218. - Prohibited use.

No Adult-Use Cannabis Business Establishment shall be allowed as a permitted or special use in any station area district.

Section 13. Section 62-290 entitled "Required parking spaces" of Subdivision III. entitled "Requirements" of Division 2 entitled "Parking Spaces" of Article III entitled "Off-Street Parking and Loading" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, is hereby amended to read as follows:

Sec. 62-290. - Required parking spaces.

For the uses set forth in the table in this section, the specific minimum number of off-street parking spaces or stacking spaces, as allowed elsewhere in this chapter, shall be provided.

Note — Where several uses are combined in the same structure, the total number of parking spaces required is the cumulative total of all such uses unless otherwise approved in accordance with section 62-224.

Use	Required Spaces
Adult-use cannabis craft growers.	1.0 space per employee, plus 1.0 space per company vehicle.
Adult-use cannabis cultivation centers.	1.0 space per employee, plus 1.0 space per company vehicle.
Adult-use cannabis dispensaries	1.0 space for each 125 square feet of gross floor area open to the public, plus 0.5 spaces per employee.
Adult-use cannabis infuser organizations.	1.0 space per employee, plus 1.0 space per company vehicle.
Adult-use cannabis processing organizations.	1.0 space per employee, plus 1.0 space per company vehicle.
Adult-use cannabis transporting organizations	1.0 space per employee, plus 1.0 space per company vehicle.
Automobile sales, showroom or outdoor sales lot	1.0 space for each 1,000 square feet of display area, plus 1.0 space for each employee.
Bakery, fish market, meat market, produce market	SA districts: 1.0 space for each 333 square feet of gross floor area open to the public. All other districts: 1.0 space for each 125 square feet of gross floor area open to the public, plus 0.5 spaces per employee.
Bank, savings and loan, savings bank, credit union	SA districts: 1.0 space for each 333 square feet of gross floor area open to the public. All other districts: 1.0 space for each 200 square feet,

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Use	Required Spaces
	plus 1.0 for each employee.
Bed and breakfast	See: Motel, hotel, bed and breakfast.
Bowling alley	4.0 spaces for each alley, plus 1.0 space for each employee.
Butcher shop	See: Bakery, fish market, meat market, produce market.
Carwash, manual	5.0 spaces for each manual washing bay, plus 1.0 space for each incidental service, i.e., vacuum unit.
Carwash, automated	5.0 space for each washing bay, plus 1.0 space for each employee, plus 1.0 space for each incidental service, i.e., vacuum unit.
Chiropractic office/clinic	See: Office, health service/clinic.
Church/place of worship	1.0 space per ten seats available in the main sanctuary. Where pews or benches are used, each 22 inches in length shall be considered one seat.
Club (fraternal) or lodge	1.0 space per 150 square feet hall, plus 1.0 space per employee.
Commercial/trade school	See: School, commercial/trade.
Construction	See: Manufacturing, industrial and construction.
Credit union	See: Bank, savings and loan, savings bank, credit union,.
Day care, child or adult	1.0 space per employee, plus 1.0 space for each five children or adults.
Doctor's office/clinic	See: Office, health service/clinic.
Dentist's office/clinic	See: Office, health service/clinic.
Fish/seafood market	See: Bakery, fish market, meat market, produce market.
Funeral home/mortuary	1.0 space for each 100 square feet of chapel area, plus 1.0 space per employee.
Gas station, full service	2.0 spaces for each service bay, plus 1.0 space for each employee. No gasoline pump island or parkway may be utilized in meeting these requirements.
Gas station, mini-mart, no service bays	See: Retail sales, all other uses.
Grocery store: gross	SA districts: 1.0 space for each 333 square feet of gross floor area open to the public. All other districts: 1.0 space for each 200 square feet of retail space, plus 0.5 space per employee.
Health club	1.0 space for each 200 square feet of gross floor area.
Hospital	1.0 space for each two beds, plus 1.5 spaces for each emergency room bed, plus 1.0 space

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Use	Required Spaces
	per full-time employee or volunteer.
Hotel	See: Motel, hotel, bed and breakfast.
Industrial	See: Manufacturing, industrial and construction.
Manufacturing, industrial and construction	1.0 space per employee, plus 1.0 space per company vehicle.
Meat market	See: Bakery, fish market, meat market, produce market.
Medical office	See: Office, health service/clinic.
Motel, hotel, bed and breakfast	1.0 space per sleeping room, plus 1.0 space per employee.
Nursing home	1.0 space for each three beds, plus 1.0 space for each employee or volunteer.
Office, general, business	SA districts: 1.0 space for each 400 square feet of gross floor area (not listed elsewhere). All other districts: 1.0 space for each 350 square feet of gross floor area. (Not listed elsewhere)
Offices, health service/clinic, medical, chiropractic, dental, optometric, etc.	6.0 spaces for each licensed practitioner (excluding nurses and assistants), plus 1.0 space for each employee.
Offices, telemarketing, telephone solicitation, etc.	1.0 space for each instrument or 1.0 space per desk, whichever is greater.
Produce market	See: Bakery, fish market, meat market, produce market.
Residential single-family dwelling	2.0 spaces for each dwelling unit. attached or detached:
Multiple-family dwellings	SA districts: 1.25 space for dwelling unit. All other districts: 2.0 spaces for each dwelling unit.
Restaurant, sit-down	SA districts: 1.0 space for each 200 square feet of gross floor. All other districts: 1.0 space for each 65 square feet of gross floor, plus 1.0 space per employee.
Restaurant/food service, primary carryout or stand-up or that segment of a sit down restaurant having carry-out service	SA districts: 1.0 space for each 100 square feet of gross floor area open to the public. All other districts: 1.0 space per 20 square feet of waiting/eating area, plus 1.0 space per employee.
Restaurant/food service, with drive-up window	5.0 stacking spaces per window in addition to any spaces required for interior service and employees.
Retail sales uses, not otherwise listed	SA districts: 1.0 space for each 333 square feet of gross floor area. All other districts: 1.0 space for each 250 feet of gross floor area.
Savings and loan/savings bank	See: Bank.
School, commercial/trade	1.0 space for each student, plus 1.0 space for

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Use	Required Spaces
	each employee.
School, elementary	1.0 space for each employee, plus 1.0 space for each classroom to accommodate visitors and guests.
School, secondary	1.0 space for each six students, plus 1.0 space for each employee.
Storage	See: Warehousing and storage.
Tavern	1.0 space per three bar stools, plus 1.0 space for each employee. If the use is combined with food service facilities, the tavern requirements for bar service will be in addition to the food-service area of the establishment.
Telemarketing/telephone, mail	See: Office, telemarketing, solicitation.
Trade school	See: School, commercial/trade.
Theater, movie	1.0 space for each three seats of design capacity, plus 0.5 space for each employee.
Unspecified uses	See: Special note at the end of this section.
Vocational school	See: School, commercial/trade.
Warehousing and storage	1.0 space for each 2,000 square feet or gross space, plus spaces as may be required for on-site office facilities.

Special note: When the ultimate use of a structure or facility is not known or not specified herein, the maximum number of spaces that might be required for any use to which the structure or facility might reasonably be devoted to shall be provided as required by the village engineer on a case-by-case basis. Appeal from the number of spaces required by the village engineer must be made to the planning and zoning commission in the manner set forth for interpretations in this chapter.

Section 14: The corporate authorities of the Village hereby approve, adopt, amend and ratify a Fee Schedule for the Village as follows:

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Fee Schedule		
Section		Fee
Chapter 2 - Administration		
2-963	Return check fee	$25.00
Chapter 4 - Adult Oriented Businesses		
4-29	Nonrefundable application and investigation fee for new sexually oriented business license	$500.00
	Nonrefundable application and investigation fee for renewal of a sexually oriented business license	$500.00
	Nonrefundable annual fee	$500.00
	Nonrefundable annual application and investigation fee for new sexually oriented business employee license	$500.00
	Nonrefundable annual application and investigation fee for renewal of a sexually oriented business employee license	$500.00
Chapter 6 - Alcoholic Beverages		
6-56	Initial license application fee	$500.00
6-87	Annual Class 1 license fee	$3,000.00
6-88	Annual Class 2 license fee	$3,000.00
6-89	Annual Class 2A license fee	$3,000.00
6-90	Annual Class 2B license fee	$3,000.00
6-91	Annual Class 2C license fee	$3,000.00
6-92	Annual Class 3 license fee	$2,000.00
6-93	Annual Class 4 license fee	$350.00
6-94	Annual Class 5 license fee	$1,000.00
6-95	Annual Class 6 license fee	$1,000.00
6-96	Annual Class 7 license fee	$5,000.00
6-97	Annual Class 7A license fee	$5,000.00
6-98	Annual Class 8 license fee	$30.00 unless waived by the local Liquor Control Commissioner
6-99	Annual Class 9 license fee	$500.00
6-100	Annual Class 10 license fee	$2,200.00
6-101	Annual Class 11 license fee	$1,250.00
6-102	Annual Class S or Class S1 subsidiary license	20% of Class 1--7 license issued for premises
6-104	Annual Class 12 license fee	$500.00
6-106	Annual Class 13 license fee	$600.00
6-136	Sales in village buildings and property; park permits based on number of persons attending	

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	1--50 adults	$30.00
	51--100 adults	$60.00
	101--250 adults	$150.00
	251 or more adults	$300.00
6-225	Application fee:	
	Terminal operator	$25.00 per video gaming terminal
	Licensed video gaming location	$25.00
6-230	Renewal fees:	$25.00 per video gaming terminal
	Terminal operator	$25.00
	Licensed video gaming location	
6-245	Hearing to contest proposed disciplinary action:	
	Deposit to secure a stenographer	$500.00
	Chapter 8 - Amusements	
8-91	Nonrefundable investigation fee	$200.00
8-93	License fees:	
	Distributor	$150.00
	Operator in a public place	$50.00
8-99	Annual tax on amusement devices	$50.00
8-130	Raffles:	
	Class A license	$50.00
	Class A license for retail of valued exceeds $50,000.00	$100.00
	Class B license	$50.00
	Class B license anticipated amount collected during entire season exceeds $50,000.00	$100.00
	Chapter 10 - Animals	
10-133	Pickup fee	$15.00
	Daily maintenance charge for each day or any part of impoundment	$5.00
	Chapter 12 – Buildings and Construction	
12-65	Inspection fees:	
	Multifamily	$100.00 per unit
	Commercial, industrial and institutional buildings:	
	--building containing less than 2,000 square feet	$300.00
	--2,000 through 4,000 square feet	$400.00
	--more than 4,000 square feet	$600.00
	Mixed use	Commercial fee plus

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		$100.00 per residential unit
12-93(a)	Topographic grading or excavating	$50.00
12-93(b)(3)	Elevator – permit fee	$100.00 per unit
12-93(b)(4)	Elevator – semiannual inspection	$100.00 per unit
12-99	Appeal filing fee	$20.00
12-101	Permit fee - General	1.75% of total cost of construction
12-101(c)	Independent contractor review/inspection fee	1.75% of total cost of construction plus fee for independent contractor review/ inspection service
12-101(e)	Permit fee for cement and asphalt flatwork	$100
12-101(f)(1)	Permit fee for detached garage on a lot that contains an existing residential building	$175.00
12-101(f)(2)	New accessory structure including, but not limited to, a shed, carport or gazebo on a lot that contains an existing residential building	$50.00
12-101(f)(3)	Replacement of existing roof on an existing single-family or multi-family residential structure:	
	Single-family residential	$50.00
	Multi-family residential	$50.00 per residential unit
	Commercial/industrial	1.75% of total cost of construction
12-101(f)(4)	Replacement of siding or stucco or applying siding or stucco to an existing building;	$50.00
12-101(f)(5)	Replacement of gutters, soffit or fascia or installing gutters, soffit or fascia to an existing building;	$50.00
12-101(f)(6)	Replacement of windows or doors or installing windows or doors to an existing building;	$50.00
12-101(f)(7)	Replacement of insulation or installing insulation to an existing building;	$50.00
12-101(f)(8)	Installation, repair or replacement of waterproofing or basement sealing to an existing building;	$50.00

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12-101(f)(9)	Repair, replacement of masonry or tuck pointing to an existing building;	$50.00
12-101(f)(10)	Installation or replacement of a heating, ventilation or air conditioning system to an existing building;	$75.00 per unit
12-101(f)(11)	Installation, repair or replacement of a deck to an existing building;	$100.00
12-101(f)(12)	Installation, repair or replacement of landscaping features, including, but not limited to, a fountain or fire pit	$50.00
12-101(f)(13)	Installation, repair or replacement of a garage door to an existing building	$50.00
12-101(f)(14)	Installation, repair or replacement of railings in or to an existing building	$50.00
12-101(f)(15)	Installation, repair or replacement of plumbing in or to an existing building:	
	Residential	$75.00
	Commercial/industrial	$150.00
12-101(f)(16)	Installation, repair or replacement of a fire sprinkler system in or to an existing building	$150.00 plus fee for independent contractor review/ inspection service
12-101(f)(17)	Demolition or removal of an unground storage tank.	$50.00
	Building plan review fee for plan revisions; supplemental plans submitted and modifications to plans previously submitted	$150.00
12-101(g)	Permit for demolition or removing structures excluding garages	$250.00
12-101(g)	Demolish or remove existing garage, or accessory structure	$50.00
	Interior demolition	$100.00
	Permit fee for fences	$50.00
	Permit fee for swimming pool, including electrical inspection	$150.00
	Pre-construction meeting/inspection	$50.00
	Re-inspection after the second inspection	$50.00
	Electrical work permit fees:	
	--Residential*	$75.00
	--Commercial; Industrial	$150.00
12-101(j)	To remove a stop work order and resume work authorized by a permit	$100.00
	----Water and sewer service connection fees	
12-103	Water and sewer connection and inspection fee:	

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	----Existing ¾ inch taps, must be plugged at the main		$75.00
	----Water tap, no improvement		$200.00
	----Sewer tap, no improvement		$200.00
	----Re-inspection fees, when necessary		$75.00
12-104	Water department labor charge for meter installation		
	5/8 inches	2 man hours	$500.00
	1 inch	(licensed plumber at owner's expense)	$700.00
	1 ½ inches	(licensed plumber at owner's expense)	$1,000.00
	2 inches	(licensed plumber at owner's expense)	$1,225.00
	3 inches	(licensed plumber at owner's expense)	$1,537.20
	4 inches	(licensed plumber at owner's expense)	$2,504.15
	6 inches	(licensed plumber at owner's expense)	$3,518.10
	8 inches	(licensed plumber at owner's expense)	$4,620.10
12-105	Construction water use fees:		
	Nonrefundable deposit		$25.00
	General construction:		
	--Minimum charge		$5.00
	--For lengths of improvement less than 200 feet		$0.05 per foot
	--For lengths of improvement 200 feet or greater		$0.03 per foot
	Building construction		
	--Minimum charge		$30.00
	--For buildings greater than 1,500 but less than 2,500 sq. ft.		$0.02 per sq. ft.
	--For buildings greater than 2,500 but less than 5,000 sq. ft.		$0.01 per sq. ft.
	--For buildings greater than 5,000		$0.005 per sq. ft.
12-107(A)	Permit fee for collocation of small wireless facility on existing utility pole or small wireless support structure		$650.00
12-107(A)	Permit fee for each additional small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.		$350.00 per additional Small Wireless Facility
12-107(B)	Permit fee for each small wireless facility addressed in an application for right-of-way use that includes installation of a new utility pole.		$1,000.00 per proposed Utility Pole
12-108	Fee for independent contractor hired by village		$15.00, plus independent contractor fees
12-109	Extended fee for building permit		$50.00
	Second extension filing fee		$75.00
12-110	Appeals filing fee		$75.00

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12-136(b)(25) Section 109.4	Work commencing before permit issuance	$200.00 plus:
	If permit is a general building permit (percentage fee)	3.5% of total cost of construction
	All other permits	300% of the permit fee
12-203	Fences and hedges--Appeals filing fee	$675.00
12-477	Hotel inspection fees	$1.00 per unit
	Rooming houses	$5.00 plus $1.00 per unit
12-600	Contractor annual license fee	$150.00
	Licensed plumber, irrigation contractor or fire suppression sprinkler contractor	No village license required
	Licensed security contractor	No village license required
12-635	Electrical contractor annual fee	$150.00
Chapter 14 - Business Licensing and Regulation		
14-26	Business license application inspection	$100.00
14-86	Business Licenses	
14-86(1)	Advertising	
14-86(1)(a)	Outdoor advertisers	$100.00
14-86(1)(b)	Handbill distributor	$100.00
14-86(1)(b)(i)	If the applicant has his principal place of business in the Village and has a Village business license, the fee shall be as follows:	$100.00
14-86(1)(b)(i)(a)	Per day	$10.00
14-86(1)(b)(i)(b)	Per year	$100.00
14-86(1)(b)(ii)	If the applicant's place of business is not in the Village, or if the applicant does not have a Village business license, the fee shall be as follows:	
14-86(1)(b)(ii)(a)	Per day	$20.00
14-86(1)(b)(ii)(b)	Per year	$100.00
14-86(1)(c)	Benches (per bench)	$100.00
14-86(2)	Alcoholic Liquor Dealers	See Chapter 6 of the Brookfield Code

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14-86(3)	Auctioneers of Real or Personal Property: (Bond required)	
14-86(3)(a)	Per year:	$325.00
14-86(3)(b)	Per day:	$50.00
14-86(4)	Automatic Vending Machines: Fee for each machine based upon the maximum amount of deposit required to operate the machine according to the following schedule:	
14-86(4)(a)	Amount of Deposit:	
14-86(4)(a)(i)	$0.20 or less	$15.00
14-86(4)(a)(ii)	$0.30	$20.00
14-86(4)(a)(iii)	$0.31 to $0.50	$30.00
14-86(4)(a)(iv)	more than $0.50	$30.00 plus $5.00 for each addition $0.10 deposit or fraction thereof.
14-86(5)	Automobile Dealers:	$100.00
14-86(6)	Automobile Parts and Accessories Dealers	$100.00
14-86(7)	Automobile Repair Shops	$100.00
14-86(8)	Bakeries	$300.00
14-86(9)	Barbershops, Beauty Shops, Massage Parlors, Manicurist Parlors and Chiropodist	
14-86(9)(a)	One person employed or engaged in licensed establishment	$50.00
14-86(9)(b)	More than one person so employed or engaged	$100.00
14-86(10)	Bicycle Shops	$100.00
14-86(11)	Bowling Alleys or Pin and Ball Alleys	$100.00 plus $5.00 for each alley
14-86(12)	Canvassers	
14-86(12)(a)	If the applicant has his principal place of business in the Village and has a Village business license	$50.00
14-86(12)(b)	If the applicant's place of business is not in the Village, or if the applicant does not have a Village business license	$100.00
14-86(12)(c)	Person, resident or nonresident, who sells or offers for sale or solicits orders for the sale of articles when the proceeds of such sale are to be devoted to charitable or religious purposes; provided any such person shall procure from the police division a permit to engage in such work before being permitted to do so.	$0.00
14-86(12)(e)	Deposit for each badge; which deposit shall be returned upon surrender of the badge to the police	$10.00

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	division.	
14-86(13)	Cartage Vehicles:	
14-86(13)(a)	If the applicant has his principal place of business in the Village	$100.00 for the first two vehicles and $10.00 for each additional vehicle.
14-86(13)(b)	If the applicant's principal place of business is not in the Village	$150.00 for each vehicle licensed.
14-86(14)	Christmas Tree Sales: (Bond required)	
14-86(14)(a)	Each location	$100.00
14-86(14)(b)	If the applicant is a charitable, fraternal, religious or educational institution	$10.00
14-86(15)	Cigarette Dealers	$100.00
14-86(16)	Coal Dealers	$100.00 plus $20.00 for each wagon, truck or other vehicle operated in connection with the business.
14-86(17)	Contractors and Related Trades	See Article XI of Chapter 12 of the Brookfield Code
14-86(18)	Dancing Schools	$100.00
14-86(19)	Drug and Variety Store	$100.00
14-86(20)	Dry Cleaners or Spotters and Automatic Dry Cleaning Machines	
14-86(20)(a)	The license fee for dry cleaners or spotters shall be as follows:	
14-86(20)(a)(i)	General dry cleaners or spotters business license	$100.00
14-86(20)(a)(ii)	Each cleaner and dyers branch store	$50.00
14-86(20)(a)(iii)	Vehicle used in collecting or delivering articles cleaned or dyed for such establishments having their principal office in the Village	$10.00 per vehicle per year
14-86(20)(a)(iv)	Vehicle used in collecting or delivering articles cleaned or dyed for such establishments not having their principal office in the Village	$30.00 per vehicle per year
14-86(20)(b)	The license fee for persons engaging in the	

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	business of maintaining any automatic dry cleaning machine for use by the public upon payment of a fee shall be as follows:	
14-86(20)(b)(1)	One (1) to five (5) machines	$100.00
14-86(20)(b)(2)	More than five (5) machines	$10.00 per machine
14-86(21)	Dry Goods Stores	$100.00
14-86(22)	Factories and Workshops, not otherwise specified	
14-86(22)(a)	With not more than three (3) persons employed or engaged in such establishment	$100.00
14-86(22)(b)	With more than three (3) persons so employed or engaged	$130.00
14-86(23)	Feed Stores	$100.00
14-86(24)	Filling Stations	
14-86(24)(a)	The license fee for filling stations shall be as follows:	
14-86(24)(a)(i)	For containers or tanks in one and the same premises, from which liquids sold at such station are drawn directly upon the making of sales of such liquids to purchasers at the station	$20.00
14-86(24)(a)(ii)	For each portable wheel tank	$20.00
14-86(24)(a)(iii)	For each station having a total capacity of tanks or containers not exceeding 5,000 gallons	$65.00
14-86(24)(a)(iv)	For each station having a total capacity of tanks or containers of more than 5,000 gallons and not exceeding 10,000 gallons	$105.00
14-86(24)(a)(v)	For each station having a total capacity of tanks or containers of more than 10,000 gallons and not exceeding 15,000 gallons	$145.00
14-86(24)(a)(vi)	For each station having a total capacity of more than 15,000 gallons	$145.00 plus $20.00 for each 1,000 gallons or fraction thereof in excess of 15,000 gallons
14-86(24)(a)(vii)	For any container having a total capacity of more than 15,000 gallons and which shall be used exclusively as an original storage container from which no liquid shall be drawn directly upon the making of sales of such liquid to purchasers at the filling station	$145.00 plus $10.00 for each 1,000 gallons or fraction thereof of total capacity in excess of 15,000

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		gallons
14-86(25)	Firearms Dealers	See Section 14-452 of the Brookfield Code
14-86(26)	Food Delivery Vehicles	$300.00
14-86(27)	Food Establishments	$300.00
14-86(28)	Garages	$100.00
14-86(28)(a)	If the capacity of a garage exceeds 25 vehicles, additional fee for each vehicle in excess of 25 accommodated	$5.00
14-86(29)	Hardware Stores	$100.00
14-86(30)	Homes for the Aged	$0.00
14-86(31)	Hotels, as defined in section 30-1 of this Code,	$5.00 per rental unit; minimum fee of $50.00
14-86(32)	Ice Cream Parlors and Soft Drink Dealers	$300.00
14-86(33)	Ice Dealers	
14-86(33)(a)	Each distributing station of an ice dealer	$300.00
14-86(23)(b)	Each vehicle operated in connection with an ice dealer	$300.00
14-86(34)	Insurance Brokers	$100.00
14-86(35)	Itinerant Merchants	$100.00 per day
14-86(36)	Jewelers	$100.00
14-86(37)	Junk and Secondhand Dealers (Bond required)	
14-86(37)(a)	For each store or yard used in such business	$100.00
14-86(37)(b)	For each vehicle used in such business	$100.00
14-86(37)(c)	For each helper	$30.00
14-86(38)	Laundries Generally	
14-86(38)(a)	General laundry license	$100.00
14-86(38)(b)	For any vehicle used in collecting or delivering laundry for such establishments having their principal office in the Village	$5.00 per vehicle per year
14-86(38)(c)	For any vehicle used in collecting or delivering laundry for such establishments not having their principal office in the Village	$30.00 per vehicle per year
14-86(39)	Material Storage Yards	$100.00
14-86(40)	Mechanical Musical Devices used for gain or profit	$50.00 per device
14-86(41)	Milk Dealers	
14-86(41)(a)	General milk dealers' license	$300.00
14-86(41)(b)	For each vehicle operated in connection with a milk dealer	$300.00

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14-86(42)	Motels	$5.00 per rental unit; minimum fee $100.00
14-86(43)	Motion Picture Machine Operator:	$100.00
14-86(44)	Nursing Homes	$100.00
14-86(45)	Paint Store	$100.00
14-86(46)	Peddlers	
14-86(46)(a)	Peddling without a vehicle	$100.00
14-86(46)(b)	Peddling with a pushcart or similar vehicle propelled by human power	$100.00 per vehicle
14-86(46)(c)	Peddling with an automobile or other vehicle driven by mechanical power	$100.00 per vehicle
14-86(46)(d)	Peddler's helper or assistant	$10.00
14-86(47)	Pet Shops	$100.00
14-86(48)	Photographers	$100.00
14-86(49)	Poolrooms	
14-86(49)(a)	Billiard, pocket billiard or pool tables kept for profit	$50.00 plus an additional fee of $10.00 for each pool table, pocket billiard table or combination pool and billiard table
14-86(49)(b)	Billiard, pocket billiard or pool tables not kept for profit	$0.00
14-86(50)	Private Ambulances	$100.00
14-86(51)	Radios and Electrical Appliances, Etc.	
14-86(51)(a)	Sale or sale and repair of radios or electrical appliances, equipment, supplies or accessories	$100.00
14-86(51)(b)	Repair of radios or electrical appliances, equipment, supplies or accessories	$100.00
14-86(52)	Real Estate Brokers	$100.00
14-86(53)	Rebound Tumbling Centers, as defined in section 8-207 of the Brookfield Code:	
14-86(53)(a)	First 8 units	$50.00
14-86(53)(b)	Each additional unit	$6.00
14-86(54)	Restaurants:	$300.00
14-86(55)	Rooming Houses, as defined in section 30-1 of the Brookfield Code	$5.00 per rental unit $5.00; minimum fee of $50.00.

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14-86(56)	Scavengers:	
14-86(56)(a)	Regular Commercial, Industrial and Institutional Service	$250.00
14-86(56)((b)	Commercial Recyclable Service	$50.00
14-86(56)(c)	Commercial Construction and Demolition services.	$50.00 plus a fee for the placement of each individual container per order as follows:
14-86(56)(c)(i)	For containers with a capacity of three cubic yards or less	$5.00
14-86(56)(c)(ii)	For containers with a capacity in excess of three cubic yards	$30.00
14-86(56)(d)	Hazardous Waste Service	$50.00
14-86(56)(e)	For multiple registration of license categories	$250.00 maximum fee
14-86(57)	Sheltered Care Homes	See section 28-31
14-86(58)	Shoe Repair or Cobbler Shops, where no shoes are sold	$100.00
14-86(59)	Shoe Stores	$100.00
14-86(60)	Taxicabs	See section 60-52 of the Brookfield Code
14-86(61)	Theatricals, Shows and Amusements: All theatricals, shows and amusements offered, operated, presented or exhibited for gain, or for admission to which the public is required to pay a fee	
14-86(61)(a)	Class 1 - All moving picture theaters	
14-86(61)(a)(i)	Theaters seating not over 350 persons	$200.00
14-86(61)(a)(ii)	Theaters seating over 350 persons	$500.00
14-86(61)(b)	Class 2 - Dances, amateur theatrical entertainments, bazaars and other entertainments of like character in a hall, structure or building	
14-86(61)(b)(i)	Places where the floor space occupied is not over 2,400 square feet:	$100.00
14-86(61)(b)(ii)	Places where such floor space is over 2,400 square feet	$150.00
14-86(61)(c)	Class 3 - Carnivals, exhibitions, amusement parks, picnic grounds and other outdoor amusements	$50.00 per day; minimum fee $100.00
14-86(61)(d)	Class 4 - Any building or room, place or enclosure	

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	where food and drink is served to which the general public may be admitted, either with or without the payment or charge of any admission fee, where such food or drink is sold or offered for sale and where the public may engage in or witness the performance of any theatrical entertainment, exhibition, show, amusement, dance or entertainment	
14-86(61)(d)(i)	If the floor space does not exceed 2,400 square feet and the seating capacity does not exceed 300 persons	$100.00
14-86(61)(d)(ii)	If floor space exceeds 2,400 square feet or the seating capacity exceeds 300 person	$150.00
14-86(62)	Undertakers	
14-86(62)(a)	General undertakers' license	$100.00
14-86(62)(b)	Undertaker's assistant	$50.00
14-86(62)(c)	Each removal of corpse or cadaver from the Village by other than a licensed undertaker	$25.00
14-86(63)	Veterinary Hospitals	$100.00
14-86(64)	Wallpaper Store	$100.00
14-86(65)	Wholesale Produce Establishments	$300.00
14-86(66)	General Business Licenses - Any business, trade, occupation or calling over which the Village has been authorized to regulate under the applicable Illinois statutes and not otherwise provided for in this section or otherwise provided for in this Code	$100.00
14-366	Commercial solicitation permit fee	$100.00
14-452	Class I or Class II firearms dealer license	$100.00
Chapter 22 - Fire Prevention and Protection		
22-267	Emergency ambulance services	
	Advanced Life Support (ALS) Transport	$1,400.00
	Basic Life Support (BLS) Transport	$1,000
	Response Charge/Treatment with No Transport	$600.00
	Patient Assist (House to Car/Car to House)	No charge
	Nitrous Oxide	$250.00
	Auto Extrication	$750.00
	Mileage rate per mile or fraction thereof	$20.00
Chapter 28 - Health and Senior Care Homes and Facilities		
28-31	Annual license fee for operating a nursing home:	
	15 or less residents	$25.00
	16 to 30 residents	$35.00
	31 to 50 residents	$50.00

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	51 or more residents	$100.00
Chapter 34 - Law Enforcement		
34-2	Administrative bail processing fee	$20.00
34-221	Alarm user registration fee	$10.00
34-222	Agency for contracted alarm user	$10.00
34-229	False alarm fee:	
	--4th and 5th response	$25.00 charge each
	--6 or more responses	$100.00 charge each
	Additional charge for each false alarm in 12 month period in excess of 3	$200.00
Chapter 38 - Parks and Recreation		
38-47	Park fees	No fee given
Chapter 42 - Signs		
42-30	Permanent sign permit fee	$100.00
42-30	Temporary sign permit fee	$50.00
42-205	Appeal or application for review fee	$300.00
Chapter 44 – Solid Waste		
44-141	Roll-off container permits:	
	Roll-off container permit for 1 to 15 days	$50.00
	Roll-off container permit for 16 to 30 days	$100.00
	Roll-off container permit for 31 to 90 days	$300.00
44-141(e)	Roll-off container permit renewals:	
	Roll-off container renewal permit for 1 to 15 days	$50.00
	Roll-off container renewal permit for 16 to 30 days	$100.00
	Roll-off container renewal permit for 31 to 90 days	$300.00
44-221	Nonresidential refuse collection fee	$250.00
44-222	Commercial, industrial and institutional service and recyclable service; construction and demolition services	See chapter 14 for fees
44-223	Commercial license fee	See chapter 14 for fees
Chapter 46 - Streets, Sidewalks and Rights-of-Way		
46-44	Sidewalk café permit - annual fee	$50.00
46-90	Commercial zone - encroachment initial permit	$50.00
	Commercial zone - encroachment annual license	$0.00
46-155	Modular publication dispensing device compartment permit	$200.00
46-193	Freestanding publication dispensing device permit (each)	$25.00
46-280	Parking lot permit fee:	
	--700 sq. ft. up to 5,000 sq. ft.	$25.00

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	--For each 5,000 sq. ft.	$25.00
46-392	Excavation in the public way permit fee	$100.00
46-393	Cash deposits	
	Street	$2,000.00
	Parkway	$1,000.00
	Alley	$1,000.00
	Curb cut	$1,000.00
46-426(f)	Construction of facility on, over, above, along, upon, under, across, or within any village right-of-way not subject to a franchise, license, or similar agreement or Electricity Infrastructure Maintenance Fee Act	1.75% of total cost of construction
46-453	Annual fee for use of Village utility poles for small wireless facility deployment by a wireless provider, to be included in license agreement with wireless provider	(i) $200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the Village utility pole.
Chapter 54 - Traffic and Motor Vehicles		
54-121(a)	Fine for failure to display current state vehicle registration	$25.00
54-121(a)	Fine for failure to use a safety belt	$25.00
54-121(b)	Fine for motor vehicle parking or standing violations, excluding violations related to parking for disabled persons, if paid within ten days of the date of the violation.	$50.00
54-121(b)	Fine for motor vehicle parking or standing violations, excluding violations related to parking for disabled persons, if not paid within ten days of the date of the violation.	$70.00
54-121(c)	Fine for violating any village ordinance governing the equipment of a motor vehicle.	$50.00
54-121(c)	Fine for failure to purchase or display a village transparent sticker license emblem.	$50.00
54-121(d)	Additional penalty when the owner or lessee of a motor vehicle is found liable after the hearing, and the citation fine amount is not paid in full within ten days of the finding of liability.	$15.00
54-	Additional penalty when the owner or lessee of a motor	$15.00

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121(e)	vehicle is found liable of an alleged violation of a parking, standing, or equipment ordinance, including the ordinance requiring the purchase and display of a village transparent sticker license emblem and failed to contest the citation after notice was given as provided by 625 I LCS 5/11-208.3 and the Brookfield Code.	
54-121(f)	Additional penalty when the owner or lessee of a motor vehicle (1) is found liable of a violation; (2) fails to seek administrative review in the County Circuit Court of a final determination of violation liability or sought review, but did not prevail; (3) a notice of final determination of violation liability is issued and (4) the fine and penalty set forth in the notice of final determination of violation liability is not paid within 35 days of the date of the notice.	$15.00
54-145	Immobilization of motor vehicles	$100.00
54-171	Administration and processing costs	$500.00
54-244	Immobilization fee	$100.00
54-328	Licensing fees:	
	Automobile passenger cars:	
	--Purchased prior to June 30	$50.00
	--Purchased after June 30	$70.00
	--New motor vehicle if not replacing a vehicle:	
	-- Purchased between June 30 and December 30	$50.00
	-- Purchased after December 30	$25.00
	-- If purchased after June 30 of the license year, the fee	$7.50
	Trucks and buses:	
	--Maximum gross weight of up to and including 10,000 pounds	$80.00
	--Maximum gross weight of over 10,000 pounds	$125.00
	--If purchased after June 30 maximum gross weight of up to and including 10,000 pounds	$120.00
	--If purchased after June 30 maximum gross weight over 10,000 pounds	$187.50
	--If owned by resident over 65 years of age or older	$10.00
	--If purchased after June 30 of the license year, the fee	$15.00
	Motor bikes, motor scooter and motorcycles	
	--If purchased on or before June 30	$25.00
	--If purchased after June 30	$37.50
54-331	Transfer of license fee	$10.00
54-739	Person-with-disabilities parking permit	$25.00
54-741	Replacement person-with-disabilities parking permit	$2.00
54-882	Registration fee	$2.00
54-953	Fee to park in a daily fee parking zone	$1.50
54-983	Parking permit fees:	
	--Monthly period	$30.00

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	--Quarterly period	$90.00
	--Quarterly commuter parking permit purchased prior to first day of second month	$90.00
	--Quarterly commuter parking permit purchased after last day of first month	$60.00
54-1047	Rockefeller Avenue semiannual permit	$30.00
54-1101	Bicycle license fee	$0.50
Chapter 56 - Utilities		
56-62	Tap in and connection permit fee:	
	--Residents businesses, industries and all other uses outside corporate limits of village	$300, plus $20.00 per diameter inch
56-66	Sprinkler system fee	$10.00 per month
56-97	Meter test fees:	
	--Consumer request for testing by village; deposit	$50.00
	--Consumer request for testing by certified testing facility; deposit	$75.00
56-125	Security of water service charges—deposit:	
	-Single-family dwelling:	
	----5/8 inch meter	$45.00
	----3/4 inch meter	$60.00
	----1 inch meter	$80.00
	-Multifamily dwelling if dwelling unit has individual meters:	
	----5/8 inch meter	$45.00
	----3/4 inch meter	$60.00
	----1 inch meter	$80.00
	-Multifamily dwelling if dwelling unit has single meter	$45.00
	-Commercial:	
	----5/8 inch meter	$75.00
	----3/4 inch meter	$90.00
	----1 inch meter	$110.00
	----1 1/2 inch meter	$135.00
	----2 inch meter	$200.00
56-128	Water service charges:	
	-Class WA1:	
	--First 748 gallons and for each succeeding 748 gallons	$8.26 per 748 gallons
	--Minimum charge	$27.53 per month
	-Class WA2	
	--First 748 gallons and for each succeeding 748 gallons	$8.26 per 748 gallons
	--Minimum charge shall apply to each subunit of the account served by the single water meter. The sum of the minimum charges assigned to each subunit shall be	

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	the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by subunits meeting individual accommodation units.	
	-Class WB1	
	--First 748 gallons and for each succeeding 748 gallons	$8.26 per 748 gallons
	--Minimum charge	$27.53 per month
	--Class WB2	
	--First 748 gallons and for each succeeding 748 gallons	$8.26 per 748 gallons
	--Minimum charge shall apply to each subunit of the account served by the single water meter. The sum of the minimum charges assigned to each subunit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by subunits meeting individual accommodation units.	
	--Class WB3	
	--First 748 gallons and for each succeeding 748 gallons	$8.26 per 748 gallons plus twenty-five percent (25%) surcharge
	-- Class WC1	Brookfield/North Riverside Water Commission rate charged to the Village plus five percent (5%) and an annual fee set by agreement between the Village and the water customer.
	-- Class WC2 for non-metered customer accounts	
	--First 748 gallons and for each succeeding 748 gallons based upon estimated water volumes provided by the Water Department	$8.26 per 748 gallons

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	--Class WC3	Brookfield/ North Riverside Water Commission rate charged to the Village plus five percent (5%)
Chapter 60 – Vehicles for Hire		
60-52	Annual taxicab license fee	$25.00
Chapter 62 - Zoning		
62-31	Temporary Storage Containers – 15-Day Permit	$50.00
	Temporary Storage Containers – 30-Day Permit	$100.00
	Temporary Storage Containers – Renewal	$100.00
62-212(a)	Application Fee – Special Use Permit Adult-Use Cannabis Business Establishment	$1,000.00
62-212(b)	Annual Fee - Special Use Permit Adult-Use Cannabis Business Establishment	$1,000.00
62-873	Appeal and application for review	$675.00
62-874	Variation, amendment and simple special use permits	$675.00
62-875	Special use permit (planned development) - fee	$1,500.00
62-875	Special use permit (planned development) – escrow deposit	$2,000.00
62-876	Fee for the application of a certificate of zoning compliance	$50.00
62-877	Inspections	$50.00

Section 15. Approval of Map Amendment. The corporate authorities hereby approve an amendment to the Village's Official Zoning District Map creating an Adult-use Cannabis Business Establishment Overlay Zoning District as legally described in Exhibit "A" and depicted in Exhibit "B." The map amendment results in a portion of the Village's Official Zoning District Map being amended and which amendment to that portion of the Village's Official Zoning District Map, as amended, is hereby approved.

Section 16. The exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

Section 17. Severability. If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such

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occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by ordinance.

Section 18. **Repealer.** All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed insofar as a conflict may exist.

Section 19. **Effective Date.** This ordinance shall take effect on the later of January 1, 2020 or ten (10) days following its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ___day of _____ 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this ___day of _____ 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this ___day of _____ 2019.

_____
Brigid Weber, Village Clerk
Village of Brookfield, Cook County, Illinois

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EXHIBIT "A"

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT OVERLAY DISTRICT LEGAL DESCRIPTION

(A) *Property between Raymond Avenue and Arthur Avenue.*

1. Lots 37, 38, 39, 40, 41, 42, 43 and 44 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

2. Lot 3 in Butkovick's Resubdivision of Lots 35 and 36 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(B) *Property between Arthur Avenue and Elm Avenue.* Lots 9 and 10, except those parts of said lots dedicated for Maple Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 in Arthur T. Mcintosh's Congress Park Farms, a subdivision of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(C) *Property between Elm Avenue and Plainfield Road.*

1. That part of Lot 13 lying south of the north line of Lot 14 extended easterly, and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 in Block 12 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

2. That part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

> Beginning in the centerline of Plainfield Road, 62 feet northeasterly from the point of intersection of the south line of the southeast quarter of said Section 3 with the said centerline of Plainfield Road; thence northeasterly, along the centerline of Plainfield Road 350 feet; thence northwesterly, at right angles to the centerline of Plainfield Road 311.14 feet; thence southwesterly, parallel with the centerline of Plainfield Road, 350 feet; thence southeasterly 311.14 feet to the point of beginning (except that part used for public road known as Plainfield Road), in the county.

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(D) *Property between Plainfield Road and Vernon Avenue.*

1. Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 13 in Oliver Salinger and Company's Bungalow Park, a subdivision in the northeast quarter of the southwest quarter and part of the west half of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

2. Lots 1, 2, 3, 4, 5 and 6 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(E) *Property between Vernon Avenue and Prairie Avenue.* Lots 7, 8, 9, 10 and 11 in Auspitz and Oakes Brookfield Park Subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(F) *Property between Prairie Avenue and Forest Avenue.* Lots 22, 23, 24, 25, 26 and the south 20 feet of the east 100 feet of Lot 27 Auspitz and Oakes Brookfield Park subdivision in the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(G) *Property between Forest Avenue and Grove Avenue.* Lot 1 in Stocker's Resubdivision Number 1, a resubdivision of Lots 7 to 12 in Block 2 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

(H) *Property between Grove Avenue and Custer Avenue.* Lots 8, 9, 10 and 11 in Block 3 in Pinkert's State Road Addition, a subdivision of the east half of the southeast quarter of the southeast quarter of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian in the county.

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EXHIBIT "B"

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT OVERLAY DISTRICT MAP

*[INSERT MAP OF ADULT-USE CANNABIS **BUSINESS** ESTABLISHMENT OVERLAY DISTRICT]*

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EXHIBIT "C"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission

To: Board of Trustees of the Village of Brookfield, Illinois

Re: Case No. _____ - Text and Map Amendment – Cannabis Regulation and Tax Act.

Applicant: Village of Brookfield, Illinois

Petition for a Text and Map Amendment requesting an amendment to the text of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, and to the Zoning Map of the Village of Brookfield, Illinois, to regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Cannabis Regulation and Tax Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive.

Due public notice was published in the *Riverside Brookfield Landmark* on _____, and otherwise made by the Applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois. A public hearing was held on the Applicant's Petition for a Text and Map Amendment on ____day, _____, 2019, at 7:00 p.m. and before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Application for Text and Map Amendment materials, took sworn testimony and accepted evidence pertaining to the Application for Text and Map Amendment for consideration of the requested text and map amendments, and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of an amendment to the text of Chapter 62 entitled "Zoning" of the Code of

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Ordinances, Village of Brookfield, Illinois, and to the Village's Zoning Map, based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

A. On June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act authorizes cannabis business establishments to cultivate, process and sell cannabis and cannabis-infused products. The Act also authorizes the Village to prohibit and regulate the location of cannabis business establishments through reasonable zoning regulations not in conflict with the Act, including rules adopted governing the time, place, manner and number of cannabis business establishments and minimum distance limitations between cannabis business establishments and locations that the Village deems sensitive. The Act also authorizes the Village to regulate the on-premises consumption of cannabis at or in a cannabis business establishment within its jurisdiction in a manner consistent with the Act;

B. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community; protect and promote the neighborhood character and sustainability because the amendments insure that licensed Adult-Use Cannabis Business Establishments located within the corporate limits of the Village comply with the Act and the regulations promulgated thereunder, as may be amended from time to time, to provide in a reasonable manner for the impact and compatibility of licensed Adult-Use Cannabis Business Establishments with the existing and anticipated future uses of land within the corporate limits of Village in order to promote, preserve and facilitate compatible uses in the various zoning districts and further to promote the public health, safety and welfare of the citizens of the Village while reasonably regulating the cultivation, processing and dispensing of cannabis occurring within the corporate limits of the Village;

C. The public good demands that the proposed text and map amendments be adopted because of the passage of the Act and the possibility that Adult-Use Cannabis Business Establishments may locate within the corporate limits of the Village; and

D. The proposed text and map amendments are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, because the regulations are reasonable zoning regulations not in conflict with the Act which prohibit and regulate the location of Adult-Use Cannabis Business Establishments and are rules governing the time, place, manner and number of Adult-Use Cannabis Business

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Establishments and minimum distance limitations between Adult-Use Cannabis Business Establishments and locations that the Village deems sensitive.

The Planning and Zoning Commission, after making the foregoing findings of fact, determined that the following standards have been met and proved by the Applicant. Specifically:

A. The proposed text and map amendments protect and promote the health, safety, and general welfare of the community and protect and promote the neighborhood character and sustainability;

B. The public good demands that the proposed text and map amendments be adopted; and

C. The proposed text and map amendments are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois.

The Planning and Zoning Commission recommends approval of the requested amendments to the text of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, and to the Village's Zoning Map as set forth in the draft ordinance to which this determination and recommendation is attached.

DRAFT

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Request For Board Action

REFERRED TO BOARD: September 23, 2019 AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of an Ordinance Amending the Provisions of Chapter 50 Entitled "Taxation" of the Code of Ordinances Imposing a Municipal Cannabis Retailers' Occupation Tax

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At its September 9 Committee of the Whole meeting, the Board continued its discussion as to whether the Village should allow the sale of recreational cannabis in the Village. After discussion the Board directed the Village Attorney to draft two Resolutions: one which would essentially opt-out of allowing the sale of recreational cannabis and to refer the issue to the Plan Commission so a Zoning Code Text Amendment could be considered which would formally prohibit the sale in the Village; the second Resolution would specifically allow the sale of recreational cannabis in the Village and refer the issue of what type of zoning regulations should govern the sale to the Plan Commission.

The Village Attorney has opined that if the Village were to opt-in to allow the sale of recreational cannabis and if the Village Board desires to assess a municipal sales tax on the sale of recreational cannabis, that an Ordinance creating such a tax should be adopted and filed with the State by September 30, 2019. Therefore, if the Board decides to opt-in to the sale, and refers the issue of zoning regulations to the Plan Commission, it is recommended that this Ordinance be adopted by the Village Board.

FINANCIAL IMPACT: None.

DOCUMENTS ATTACHED: Subject Ordinance.

RECOMMENDED MOTION: Move to approve the subject Ordinance.

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ORDINANCE NO. 2019 - 48

AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 50 ENTITLED "TAXATION" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, BY IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF SEPTEMBER 2019

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 23rd day of September 2019

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ORDINANCE NO. 2019 - 48

AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 50 ENTITLED "TAXATION" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, BY IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

WHEREAS, on June 4, 2019, the Illinois General Assembly passed the Cannabis Regulation and Tax Act (the "Act") legalizing the purchase, procurement, possession, consumption, use or transportation of cannabis and cannabis-infused products. The Honorable J. B. Pritzker, Governor of the State of Illinois signed the bill on June 25, 2019, as Public Act 101-0027 which becomes effective on January 1, 2020. The Act included within its provisions the Municipal Cannabis Retailers' Occupation Tax Law, codified as 65 ILCS 5/11-8-22 *et seq*. The Act authorizes the Village of Brookfield (the "Village") to impose a Municipal Cannabis Retailers' Occupation Tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village; and

WHEREAS, the corporate authorities of the Village determined that it is desirable, necessary and in the best interests of the Village to amend the Code of Ordinances, Village of Brookfield, Illinois, to impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

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Section 1. **Recitals.** The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. **Adoption of Tax.** Chapter 50 Entitled "Taxation" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended by adding thereto Article X entitled "Municipal Cannabis Retailers' Occupation Tax" and Sections 50.500 entitled "Definitions," 50.501 entitled "Tax Imposed; rate," 50.502 entitled "Collection of tax," and 50.503 entitled "Reimbursement" to read as follows:

ARTICLE X - MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

Sec. 50-500 Definitions.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Cannabis" means marijuana, hashish, and other substances that are identified as including any parts of the plant *Cannabis sativa* and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction. However, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from them), fiber, oil or cake, or the sterilized

seed of the plant that is incapable of germination. “Cannabis” does not include industrial hemp as defined and authorized under the Industrial Hemp Act. “Cannabis” also means concentrate and cannabis-infused products.

“Gross Receipts” means the total amount of consideration received by persons engaged in the business of selling cannabis from the sale of cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village.

“Person” means a natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation, limited liability company, or a receiver, executor, trustee, guardian, or other representative appointed by order of any court.

Sec. 50-501 Tax imposed; rate. A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village at the rate of three percent (3%) of the gross receipts from these sales made in the course of that business.

Sec. 50-502 Collection of tax. The tax imposed by Section 50.501 shall be remitted by all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village to the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by Section 50-501 and any such tax collected by a retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State

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of Illinois. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the tax imposed by Section 50.501.

Sec. 50-503 Reimbursement. Persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village may reimburse themselves for their seller's tax liability for the tax imposed by Section 50.501 by separately stating the tax as an additional charge, which charge may be stated in combination, in a single amount, with any state tax that the sellers are required to collect.

Section 3. Severability. If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this ordinance.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5. Filing of Ordinance. Once approved, the Village Clerk shall be and is hereby directed and authorized to certify a copy of this ordinance and to promptly file a certified copy of this ordinance with the Illinois Department of Revenue.

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Section 6. **Effective Date.** This ordinance shall be in full force and effect on January 1, 2020, after its passage, approval and publication in pamphlet form as provided by law and filing with the Illinois Department of Revenue.

ADOPTED this 23rd day of September 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd day of September 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

_____
Brigid Weber, Village Clerk
Village of Brookfield, Cook County, Illinois

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CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official, I am the keeper of the records and files of the Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 19 - __ entitled:

AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 50 ENTITLED "TAXATION" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, BY IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 23rd day of September 2019.

I do further certify that on the 23rd day of September 2019 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 23rd day of September 2019.

_____
Brigid Weber, Village Clerk
Village of Brookfield, Cook County, Illinois

To Village Board

Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Brian G. Conroy
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Kathryn S. Kaluzny
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Timothy C. Wiberg

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Proviso Township
Municipal League
West Central
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VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, September 23, 2019

7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

AGENDA

1. Roll Call

2. Discussion Concerning the 2020 Street Improvement Projects

3. Discussion Concerning an Ordinance Amending Section 56-132 Entitled Discontinuance of Service for Failure to Pay" of the Code of Ordinances

4. Public Comment – Any member of the audience who wishes to address the President and Village Board may do so at this time

5. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

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Village of Brookfield

Administration

DATE: September 20, 2019

TO: **President Ketchmark and Members of the Village Board**

FROM: **Timothy C. Wiberg, Village Manager**

Re: **September 23 Committee of the Whole Meeting**

Please find below a summary of the items for the September 23 Committee of the Whole (COTW) meeting:

1) Discussion Concerning the 2020 Street Improvement Projects

In 2016 Brookfield residents approved a bond referendum which authorized the Village to borrow $22 million for the improving residential streets throughout the Village. The Village has completed the first four years of planned roadway replacements. In preparation for the 2020 street replacement schedule, the Village Engineer, based on a street condition assessment, is recommending the streets to be included in next year's program. Attached is a report from the Village Engineer providing his recommended streets. The Village Board will be asked to provide input on the proposed street schedule.

2) Discussion Concerning an Ordinance Amending Section 56-132 Entitled Discontinuance of Service for Failure to Pay" of the Code of Ordinances

At its August 26 Village Board meeting, the Board considered an ordinance recommended by staff to modify the ordinance that establishes the Village's water shut-off procedure for non-payment. The Board tabled the item to allow staff to develop simplified language for the ordinance to make the intended process clearer. Attached is a memorandum from the Finance Director providing revised language.

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

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COMMITTEE ITEM MEMO

ITEM: 2020 Street Improvements Project
MEETING DATE: September 23, 2019
PREPARED BY: Derek Treichel, Village Engineer

PURPOSE: Discuss and select streets to be improved as part of 2020 Street Improvements Project

BUDGET AMOUNT: **TBD**

BACKGROUND:

The first 4 years of referendum-funded street improvements (2016 – 2019) have been completed.

Staff has reviewed the remaining streets that are scheduled to be improved with referendum funds and will present their recommendations for streets to be included in the 2020 Street Improvements Project to the Village Board.

ATTACHMENTS:

1. Letter from Hancock Engineering including recommendations for streets to be improved
2. Preliminary Estimate of Costs for streets recommended to be included in the 2020 Street Improvements Project
3. Exhibit showing streets recommended to be included in the 2020 Street Improvements Project

STAFF RECOMMENDATION:

Discuss proposed streets to be improved as part of the 2020 Street Improvements Project.

REQUESTED COURSE OF ACTION:

Select streets to be improved and direct Hancock Engineering to prepare a Design Engineering Agreement for approval at the October 14, 2019 board meeting.

VILLAGE OF BROOKFIELD
STREETS TO BE PAVED WITH REFERENDUM FUNDS
PRELIMINARY ESTIMATE OF COSTS
SEPTEMBER 9, 2019

Area No.	Street Name	Limits	Length (FT)	Width (FT)	Roadway Cost	Sewer Repair Cost	Total Construction Cost	Engineering	Total Project Cost
3	Park Avenue	Monroe Avenue - 31st Street	1820	22	$646,800.00	$168,500.00	$815,300.00	$122,300.00	$937,600.00
5	Sunnyside Avenue	Brookfield Avenue - Grand Boulevard	750	22	$223,700.00	$28,600.00	$252,300.00	$37,800.00	$290,100.00
5	Grant Avenue	Maple Avenue - Grand Boulevard	1,230	22	$343,300.00	$87,900.00	$431,200.00	$64,700.00	$495,900.00
6	Woodside Avenue	Parkview Avenue - Washington Avenue	545	22	$208,900.00	$57,200.00	$266,100.00	$39,900.00	$306,000.00
6	Ridgewood Road	Woodside Avenue - Golf Avenue	135	22	$26,800.00	$0.00	$26,800.00	$4,000.00	$30,800.00
6	Rosemear Avenue	Southview Avenue - Riverside Drive	1,085	22	$399,200.00	$54,700.00	$453,900.00	$68,100.00	$522,000.00
6	Hollywood Avenue	Southview Avenue - Riverside Drive	1,115	22	$432,000.00	$107,200.00	$539,200.00	$80,900.00	$620,100.00
6	Hollywood Avenue	Brookfield Avenue - Washington Avenue	1,070	22	$386,000.00	$54,700.00	$440,700.00	$66,100.00	$506,800.00
6	Woodside Avenue	Southview Avenue - Waubansee Road	860	22	$274,100.00	$42,100.00	$316,200.00	$47,400.00	$363,600.00
6	Greenview Avenue	McCormick Avenue - Woodside Drive	850	22	$241,900.00	$47,900.00	$289,800.00	$43,500.00	$333,300.00
	PROPOSED 2020 STREET IMPROVEMENTS PROJECT		**9,460**		**$3,182,700.00**	**$648,800.00**	**$3,831,500.00**	**$574,700.00**	**$4,406,200.00**
2	Cleveland Avenue	Monroe Avenue - Lexington Avenue	945	22	$246,600.00	$24,700.00	$271,300.00	$40,700.00	$312,000.00
2	Harrison Avenue	Monroe Avenue - Grand Boulevard	555	22	$134,100.00	$34,400.00	$168,500.00	$25,300.00	$193,800.00
2	Harrison Avenue	Grand Boulevard - 31st Street	1,187	22	$342,700.00	$140,200.00	$482,900.00	$72,400.00	$555,300.00
2	Madison Avenue	Grand Boulevard - 31st Street	1,920	22	$512,300.00	$274,500.00	$786,800.00	$118,000.00	$904,800.00
5	Park Avenue	Grand Boulevard - Washington Avenue	578	22	$180,600.00	$28,800.00	$209,400.00	$31,400.00	$240,800.00
5	Oak Avenue	Lincoln Avenue - Washington Avenue	610	22	$197,400.00	$18,400.00	$215,800.00	$32,400.00	$248,200.00
7	Eberly Avenue	Ogden Avenue - North Terminus	260	30	$80,900.00	$0.00	$80,900.00	$12,100.00	$93,000.00
7	Blanchan Avenue	Ogden Avenue - North Terminus	395	22	$163,000.00	$21,900.00	$184,900.00	$27,700.00	$212,600.00
7	DuBois Avenue	Ogden Avenue - Burlington Avenue	879	35	$258,000.00	$83,000.00	$341,000.00	$51,200.00	$392,200.00
7	Burlington Avenue	Prairie Avenue - Forest Avenue	266	41	$77,700.00	$21,900.00	$99,600.00	$14,900.00	$114,500.00
	PROPOSED 2021 STREET IMPROVEMENTS PROJECT		**7,595**		**$2,193,300.00**	**$647,800.00**	**$2,841,100.00**	**$426,100.00**	**$3,267,200.00**

Total for All Remaining Streets =	**17,055**	**$5,376,000.00**	**$1,296,600.00**	**$6,672,600.00**	**$1,000,800.00**	**$7,673,400.00**

Total Remaining Costs to be Taken from Referendum Funds = $6,376,800.00

Total Remaining Costs to be Taken from Sewer and Water Fund = $1,296,600.00

Total Remaining Project Costs = $7,673,400.00

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September 16, 2019

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

Re: 2020 Street Improvements Project
Preliminary Estimate of Costs

Dear Tim:

After meeting with village staff to review the remaining streets to be improved, the following sections of streets were recommended to be included in the referenced project.

Street	Limits of Improvement
Park Avenue	Monroe Avenue - 31st Street
Sunnyside Avenue	Brookfield Avenue - Grand Boulevard
Grant Avenue	Maple Avenue - Grand Boulevard
Woodside Avenue	Parkview Avenue - Washington Avenue
Ridgewood Road	Woodside Avenue - Golf Avenue
Rosemear Avenue	Southview Avenue - Riverside Drive
Hollywood Avenue	Southview Avenue - Riverside Drive
Hollywood Avenue	Brookfield Avenue - Washington Avenue
Woodside Avenue	Southview Avenue - Waubansee Road
Greenview Avenue	McCormick Avenue - Woodside Drive

It was also discussed to include an amount of $75,000.00 for concrete pavement patching and $30,000.00 for asphalt pavement patching at various locations throughout the Village.

Scope of Improvements

The general scope of work on these streets would include:

- Replacing deteriorated sections of the mainline combined sewer
- Repairing or replacing deteriorated drainage structures
- Replacing deteriorated sections of curb and gutter
- Installing handicap accessible sidewalk ramps at intersections and alley returns
- Replacing driveway aprons that are disturbed by construction
- Milling and resurfacing or reconstructing the pavement
- Restoring disturbed areas of the parkways with sod

Note – see the enclosed Exhibit indicating more specific details for the scope of work for each street.

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Preliminary Estimate of Costs

Our preliminary estimate of costs for these improvements is:

Construction (Street Improvements)	$ 3,831,500.00
Construction (Pavement Patching)	$ 105,000.00
Design and Construction Engineering	$ 574,700.00
Total Cost	$4,511,200.00

The design of the improvements would take approximately four (4) months to complete. If we receive authorization to begin field work on the streets at the first board meeting in October 2019, bidding documents including the plans, specifications, and bid proposal could be completed by February 2020 and bids could be received in March 2020. This would allow construction to begin in early April 2020. We anticipate that it will take approximately 5 months to complete the construction of these improvements.

We have included the following attachments.

1. Preliminary Estimate of Costs for Streets
2. Scope of Work for each street
3. Exhibit showing Proposed Streets to be Improved

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

Derek Treichel, P.E., CFM

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VILLAGE OF BROOKFIELD
2020 STREET IMPROVEMENTS
SCOPE OF WORK ON EACH STREET

Park Avenue (Monroe Avenue to 31st Street)

- Full (100%) curb replacement
- 3' Pavement Widening (Proposed pavement width = 25')
- Reconstruct Pavement

Grant Avenue (Maple Avenue to Grand Boulevard)
Woodside Avenue (Parkview Avenue – Washington Avenue)
Rosemear Avenue (Southview Avenue to Riverside Drive)
Hollywood Avenue (Southview Avenue to Riverside Drive)
Holywood Avenue (Brookfield Avenue to Washington Avenue)
Woodside Avenue (Southview Avenue to Waubansee Road)
Greenview Avenue (McCormick Avenue to Woodside Drive)

- Full (100%) curb replacement
- 3' Pavement Widening (Proposed pavement width = 25')
- Pavement Patching
- Mill and Resurface existing pavement

Sunnyside Avenue (Brookfield Avenue to Grand Boulevard)
Ridgewood Road (Woodside Avenue to Golf Avenue)

- Partial curb and gutter replacement
- Pavement Patching
- Mill and Resurface existing pavement

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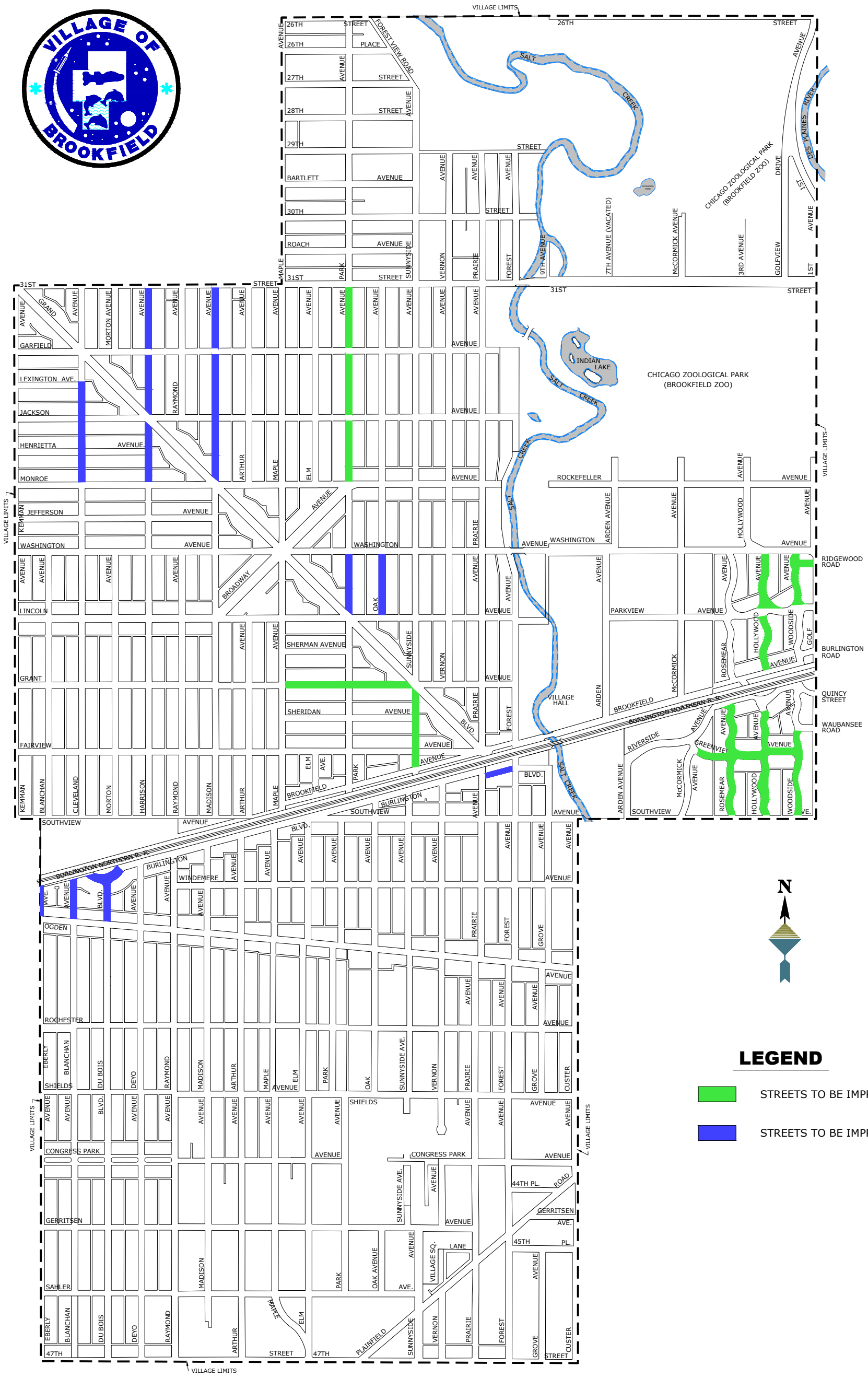
VILLAGE OF BROOKFIELD

REMAINING STREETS TO BE IMPROVED WITH REFERENDUM FUNDS



LEGEND

STREETS TO BE IMPROVED IN 2020

STREETS TO BE IMPROVED IN 2021

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Drawing file: W:\Projects\125-maps\Street Rating Report\Streets to Improve Referendum Funds_2020-2023.dwg Sep 09, 2019 - 3:19pm

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COMMITTEE ITEM MEMO

ITEM: An Ordinance amending section 56-132 entitled "Discontinuance of Service for Failure to Pay" of the code of ordinances

COMMITTEE DATE: September 23, 2019

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Modify the Village Code regarding Village water shutoff procedures to clarify regulations.

BUDGET AMOUNT: N/A

BACKGROUND:

In 2012, the Village changed the shutoff procedures for delinquent payments on utility bills. The ordinance change resulted in wording that is causing confusion, and staff is proposing that certain changes be made to Sect. 56-132 in order to clarify the timing of shutoff procedures.

As currently written in the section, sentence one contradicts sentences two and three. Below is the current wording of the code:

> **Section 56-132 of the Village Code Entitled "Discontinuance of Service for Failure to Pay".**
>
> Water service shall be terminated when any bill for metered water service is 35 days past due. The water division shall notify such consumer of the past due billing nine days after the due date of the bill. Five days after such notification, if payment in full is not received, service shall be terminated.

Village staff has followed the guidance of sentences two and three beginning in 2012, when the Village switched computer systems.

Prior to the code change in 2012, the shutoff was done on the 75th day after the bill was rendered. Staff believed a 75-day time period for shutoff was too long. Delinquent accounts were at a high level, and customers were not in the habit of paying the outstanding billed amount.

With the change in the code, that time was reduced to 35 days. By shortening the turnoff time, staff felt that there would be more control over collections. Staff based those changes on a survey of surrounding communities. After reviewing survey results, staff chose to implement a shutoff time period of thirty-five days past the rendering of the bill. Attached is a survey taken by staff showing the timing of area communities water shutoff schedule.

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It should be noted that in 2012, along with the timing of shutoffs being changed, staff extended the due date of water from 14 days to 21 days.

Staff proposes that the new wording will read:

> Water service shall be terminated when any bill for metered water service is 14 days past due. The water division shall notify such consumer of the past due billing no later than nine days after the due date of the bill. If payment in full is not received within 14 days past the due date, service shall be terminated.

ATTACHMENTS:

1. An Ordinance regarding the change of wording related the disconnection of water service due to delinquent payments to clarify that the shutoff procedures begin 14 days past the due date.
2. Survey of area communities regarding water billing/shutoff procedures.

STAFF RECOMMENDATION:

Approval of the attached Ordinance.

REQUESTED COURSE OF ACTION:

Approval of the Ordinance at the October 14, 2019 Board of trustees meeting.

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ORDINANCE NO. 2019 -____

AN ORDINANCE AMENDING SECTION 56-132 ENTITLED "DISCONTINUANCE OF SERVICE FOR FAILURE TO PAY" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF OCTOBER 2019

Published in pamphlet form
by Authority of the Corporate Authorities
of Brookfield, Illinois,
the 14th day of October 2019

857990.5

Back to COW

ORDINANCE NO. 2019-____

AN ORDINANCE AMENDING SECTION 56-132 ENTITLED "DISCONTINUANCE OF SERVICE FOR FAILURE TO PAY" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Sections 11-117-12, 11-126-4, 11-129-10 and 11-139-8 of the Illinois Municipal Code (65 ILCS 11-117-12; 11-126-4; 11-129-10; 11-139-8) authorize the corporate authorities of the Village of Brookfield (the "Village") to fix utility rates for municipal utilities;

WHEREAS, the corporate authorities of the Village of Brookfield have determined that certain changes in the utility billing process would enhance the overall efficiency of the revenue collection system, and

WHEREAS, the corporate authorities of the Village of Brookfield deem it necessary, desirable and in the public interest to amend Chapter 56 of the Code of Ordinances, Brookfield, Illinois, in order to clarify the wording related to the discontinuation procedures for water service in the Village of Brookfield;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Illinois, as follows:

Section 1: Recitals.

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: Amendment of Section 56-132 of the Code of Ordinances.

Section 56-132 entitled "Discontinuation of service for failure to pay" of Division 4 entitled "Deposits and Service Charges" of Article II Entitled "Water Service" of Chapter 56 Entitled "Utilities" of the Code of Ordinances, Brookfield, Illinois, as amended, shall be and is hereby further amended to read as follows:

Back to COW

Sec. 56-132. – Discontinuation of service for failure to pay.

Water service shall be terminated when any bill for metered water service is 14 days past due. The water division shall notify such consumer of the past due billing no later than nine days after the due date of the bill. Where service is terminated, the consumer may obtain water service by the payment of the past due bill plus a charge in the amount provided in the village fee schedule for the shutting off and opening such service.

Section 3: **Repealer.**

All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

Section 4: **Effective Date.**

This ordinance shall take effect ten (10) days following its passage, approval and publication in pamphlet form and following the erection of appropriate signage as authorized herein and required by law.

ADOPTED this 14th day of October 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of October 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and
published in pamphlet form this
14th day of October 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Back to COW

ORDINANCE NO. 2019 -____

AN ORDINANCE AMENDING SECTION 56-132 ENTITLED "DISCONTINUANCE OF SERVICE FOR FAILURE TO PAY" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE ~~26TH~~ 14TH DAY OF OCTOBER ~~AUGUST~~ 2019

Published in pamphlet form
by Authority of the Corporate Authorities
of Brookfield, Illinois,
the 14th ~~26th~~ day of October ~~August~~ 2019

857990.4

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Back to COW

Sec. 56-132. – Discontinuation of service for failure to pay.

Water service shall be terminated when any bill for metered water service is 14 days past due. The water division shall notify such consumer of the past due billing no later than nine days after the due date of the bill. ~~No earlier than five days after such notification, if payment in full is not received, service shall be terminated.~~ Where service is terminated, the consumer may obtain water service by the payment of the past due bill plus a charge in the amount provided in the village fee schedule for the shutting off and opening such service.

Section 3: **Repealer.**

All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

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ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th~~26th~~ day of October~~August~~ 2019.

_____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and
published in pamphlet form this
14th~~26th~~ day of October ~~August~~ 2019.

_____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Back to COW

Municipality	Bill Cycle	Bill to Due Date	Due Date to Shut off	Bill Date to Shut off	Reconnection Fee
Brookfield	Monthly/Bimonthly	21 days	14 days	35 days	$45
North Riverside	Bimonthly	20th of the month	20 days after bill date	20 days	$100 residential $200 commercial
Darien	Bimonthly	15 days	15 days	30 days	$25
Indian Head Park	Quarterly	20 days	10 days	30 days	$50
Lisle	Bimonthly	15 days	15 days	30 days	$75 during business hours $150 after business hours
Lyons	Bimonthly	15 days	15 days	30 days	$50
Maywood	Monthly			30 days	$300
Oak Brook	Monthly	21 days	9 days	30 days	$50 during business hours $105 after hours
Berwyn	Monthly/Quarterly	15 days monthly 30 days quarterly	40 days after bill date	40 days	$100
Western Springs	Bimonthly	20 days	20 days	40 days	$20 during business hours $35 after hours +$15 admin fee
Countryside	Monthly	15 days	30 days	45 days	$100 during business hours $200 after hours
Clarendon Hills	Bimonthly	20 days	30 days	50 days	$75 during business hours $115 after business hours
Lombard	Bimonthly	30 days	20 days	50 days	$50 during business hours $90 after business hours *$750/day fee for turning water on illegally
Forest Park		21 days	30 days	51 days	$100
Riverside	Monthly/Bimonthly	21 days	30 days	51 days	$50 single family $150 multifamily/commercial
Westchester	Monthly	21 days	30 days	51 days	$75