



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, October 14, 2019
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

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

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

Presentation – Presentation of Certificate to Champions of 56th Annual Roy Overholt Tournament - 2019

Players:

Sean Campbell, Andrew Campbell, Drew Bevers, Quinn Bevers, Jack Schejbal, Daniel Lewis, Stephen Kudia, Will Darrah, Liam Enright, Dylan Vega, Connor Fouts and Aidan Higgins

Coaches:

David Campbell, Shawn Lewis, Ken Schejbal, Dan Darrah and Ken Vega

Appointments

- 1) Swearing in to Rank of Police Sergeant – Rafael Alvarado
- 2) Swearing in to Rank of Police Lieutenant – Terry Schreiber
- 3) Swearing in to Rank of Deputy Chief of Police – Michael Kuruvilla

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

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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VI. OMNIBUS AGENDA

1. Approval of Minutes: [Village Board September 9](#), [Committee of the Whole September 9](#), [Special Village Board September 11](#), [Village Board September 23](#), [Committee of the Whole September 23](#)
2. Approval of [Ordinance # 2019-49](#) Amending Section 56-132 Entitled Discontinuance of Service for Failure to Pay" of the Code of Ordinances
3. Approval of [Resolution # 2019-50](#) Accepting the Community Development Block Grant for the Congress Park Metra Station Improvement Project
4. Approval of [Resolution # 2019-51](#) Authorizing an Agreement with Hancock Engineering to Oversee the 2020 Street Resurfacing Project
5. Approval [Resolutions # 2019-52 and # 2019-53](#) Authorizing an Agreement with Illinois Department of Transportation for the Bike Shelter Grant and an Agreement with Hancock Engineering for Engineering Services to Oversee Construction of the New Bike Shelters

VII. REGULAR BUSINESS

6. Consideration of [Ordinance # 2019-50](#) Amending Chapter 42 Entitled "Signs" Of The Code Of Ordinances, Village Of Brookfield, Illinois
7. Consideration of [Ordinance # 2019-51](#) Amending Chapters 46 Entitled Streets, Sidewalks and Rights of Way" and 48, Entitled "Subdivisions," of the Code of Ordinances of the Village of Brookfield - Development Requirements and Storm Water Management

VIII. MANAGERS REPORT

IX. Executive Session

X. Motion to Adjourn

XI. 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.

Corporate Warrant - 10/14/2019

From Payment Date: 9/24/2019 - To Payment Date: 10/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
28013	09/24/2019	Open			Utility Management Refund	LACEY, ERIC	\$39.15		
28014	09/24/2019	Open			Utility Management Refund	DEEGAN, MICHAEL	\$72.64		
28015	09/24/2019	Open			Utility Management Refund	HARTOONIAN, LESLIE	\$3.23		
28016	09/24/2019	Open			Accounts Payable	HERRERA, ABEL	\$6,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1		09/24/2019		MISCELLANEOUS		\$6,000.00		
28017	09/24/2019	Open			Accounts Payable	HERRERA, ABEL	\$1,330.28		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2		09/24/2019		MISCELLANEOUS		\$1,330.28		
28018	09/24/2019	Open			Utility Management Refund	CWENAR, MARK, A	\$72.64		
28019	09/24/2019	Open			Utility Management Refund	GARCIA, FRANCINE	\$11.66		
28020	09/30/2019	Open			Utility Management Refund	BRIXIE, ROBERT	\$4.84		
28021	09/30/2019	Open			Utility Management Refund	DRUMSTA, ANNA AND JOE	\$4.84		
28022	09/30/2019	Open			Utility Management Refund	GOLDMAN, DONALD	\$61.51		
28023	10/01/2019	Open			Utility Management Refund	BLANTON, MICHAEL	\$72.64		
28024	10/03/2019	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$343.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19-2386		10/03/2019		SE GROSS		\$100.00		
	19-2389		10/03/2019		CANTATA, BRKTERR, SWEETNR		\$143.00		
	19-2010		10/03/2019		REE RESIDENCE		\$100.00		
28025	10/03/2019	Open			Accounts Payable	Twilight Party Rentals, Inc.	\$1,241.58		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	O6850		10/03/2019		MURDER MYSTERY DINNER TENT		\$1,241.58		
28026	10/08/2019	Open			Accounts Payable	Village of Brookfield - petty cash	\$389.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	100719		10/07/2019		petty cash		\$389.36		
28027	10/08/2019	Open			Utility Management Refund	GUHR, THEODORE	\$4.84		
28028	10/08/2019	Open			Utility Management Refund	MANCINI, LISA	\$24.10		
28029	10/14/2019	Open			Accounts Payable	Airgas USA LLC	\$304.27		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9964294848		10/07/2019		cylinder rental		\$304.27		
28030	10/14/2019	Open			Accounts Payable	Alta Construction Equipment LLC	\$203.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SP4/10657		10/07/2019		flasher unit, relay		\$203.95		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28031	10/14/2019	Open			Accounts Payable	Alternative Energy Solutions	\$281.00		
	Invoice		Date	Description		Amount			
	38470		10/07/2019	generator inspection		\$281.00			
28032	10/14/2019	Open			Accounts Payable	American Fidelity Assurance	\$1,741.50		
	Invoice		Date	Description		Amount			
	D069464		10/07/2019	supplemental insurance		\$1,741.50			
28033	10/14/2019	Open			Accounts Payable	Armor Systems Corporation	\$470.56		
	Invoice		Date	Description		Amount			
	01001714-053119		10/07/2019	commission for ticket collections		\$470.56			
28034	10/14/2019	Open			Accounts Payable	ARTISTIC ENGRAVING	\$617.95		
	Invoice		Date	Description		Amount			
	14216		10/07/2019	lapel pins, lieutenant hat shield, officer hat shield		\$322.25			
	13660		10/07/2019	shadowbox with mounted star & patch, engraved plates		\$145.00			
	13926		10/07/2019	gold retired chief badge, wallet		\$150.70			
28035	10/14/2019	Open			Accounts Payable	AT&T	\$3,580.19		
	Invoice		Date	Description		Amount			
	9154430501		10/07/2019	Acct 831-000-7646 076, VH phones/internet		\$888.99			
	7692150508		10/07/2019	Acct 831-000-7646 080, VH phones/internet		\$475.71			
	4948379402		10/07/2019	Acct 831-000-7642 856, FD phones/internet		\$1,510.62			
	7959290500		10/07/2019	Acct 831-000-8095 861, FD phones/internet		\$704.87			
28036	10/14/2019	Open			Accounts Payable	AT&T	\$229.77		
	Invoice		Date	Description		Amount			
	2019-00000795		10/07/2019	708-485-6045 626 7		\$229.77			
28037	10/14/2019	Open			Accounts Payable	Atlas Companies	\$1,409.27		
	Invoice		Date	Description		Amount			
	698600		10/07/2019	cleaned and reinstalled deverter valve, cleaned check valve		\$206.94			
	BG5989		10/07/2019	exchangers		\$1,202.33			
28038	10/14/2019	Open			Accounts Payable	Avalon Petroleum Co.	\$16,220.45		
	Invoice		Date	Description		Amount			
	465229		10/07/2019	RFG 10% ethanol		\$11,359.17			
	020191		10/07/2019	ultra low sulfur dsl		\$4,861.28			
28039	10/14/2019	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$2,663.20		
	Invoice		Date	Description		Amount			
	52177		10/07/2019	project #1119318, 3435 sunnyside		\$225.00			
	52167		10/07/2019	project #1119752, 3453 grand		\$1,250.00			
	52171		10/07/2019	project #1119677, 4146 grove		\$225.00			
	52203		10/07/2019	project #1119725, 4518 deyo		\$244.32			
	52197		10/07/2019	project #1119726, 4300 dubois		\$200.00			
	52231		10/07/2019	project #1119735, 4120 prairie		\$518.88			
28040	10/14/2019	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$169,487.75		
	Invoice		Date	Description		Amount			
	2019-00000802		10/07/2019	medical insurance premiums-acct #051133		\$169,487.75			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28041	10/14/2019	Open			Accounts Payable	Carrot-Top Industries	\$1,843.93		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	43844500		10/07/2019	flags, eagle, pole		\$1,843.93			
28042	10/14/2019	Open			Accounts Payable	Case Lots, Inc.	\$685.85		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	11822		10/07/2019	white towels, pink screen w/block lavex		\$315.90			
	11937		10/07/2019	bleach		\$23.80			
	12086		10/07/2019	toilet tissue, pink screen w/block lavex		\$173.60			
	12089		10/07/2019	409 degreaser, bowl cleaner, c-fold towels, pink screen w/block		\$172.55			
28043	10/14/2019	Open			Accounts Payable	Chicago Herpetological Society	\$300.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	092619		10/07/2019	donation for reptiles at meet the creek		\$300.00			
28044	10/14/2019	Open			Accounts Payable	Chicago Office Products	\$234.54		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	976296-0		10/07/2019	office supplies		\$166.23			
	976552-0		10/07/2019	binder clips, pens, folders		\$68.31			
28045	10/14/2019	Open			Accounts Payable	Cintas Corp	\$247.21		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	5014748352		10/07/2019	eye wash station		\$247.21			
28046	10/14/2019	Open			Accounts Payable	Ciorba Group	\$48,385.76		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	08-24412		10/07/2019	Brookfield Ave over Salt Creek		\$48,385.76			
28047	10/14/2019	Open			Accounts Payable	Comcast	\$286.14		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2019-00000803		10/07/2019	8771 20 167 0009616 - cable at VH		\$10.51			
	2019-00000804		10/07/2019	8771 20 167 0016389 - cable at DPW		\$17.89			
	2019-00000805		10/07/2019	8771 20 167 0055098 - internet @ VH		\$239.85			
	2019-00000806		10/07/2019	8771 20 167 0016389 - cable at DPW		\$17.89			
28048	10/14/2019	Open			Accounts Payable	ComEd	\$35,906.57		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2019-00000807		10/07/2019	0683030051 - svc @ 8652 Southview		\$29.86			
	2019-00000808		10/07/2019	2083099069 - svc @ 8501 Brookfield		\$125.67			
	2019-00000809		10/07/2019	2427077087 - svc @ 4315 Park Concession Stand		\$225.08			
	2019-00000810		10/07/2019	3543076047 - svc @ 9001 Shields		\$110.55			
	2019-00000811		10/07/2019	0843143359 - svc @ 8820 Washington, pump station		\$119.33			
	2019-00000812		10/07/2019	0307039096		\$35,296.08			
28049	10/14/2019	Open			Accounts Payable	Communications Direct Inc.	\$4,835.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	154344		10/07/2019	nkp gnss gob cfs bt wifi, rsm for apx w/dual mic, ear pcs		\$4,835.00			
28050	10/14/2019	Open			Accounts Payable	Conrad Polygraph Inc	\$160.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	3618		10/07/2019	polygraph exam - newman		\$160.00			

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28051	10/14/2019	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$536.24		
	Invoice		Date	Description		Amount			
	15597939001		10/07/2019	Account ID 8084730 street lighting		\$536.24			
28052	10/14/2019	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$227.12		
	Invoice		Date	Description		Amount			
	15612661001		10/07/2019	Account ID 8084738, street lighting		\$227.12			
28053	10/14/2019	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,775.26		
	Invoice		Date	Description		Amount			
	1272970		10/07/2019	Dental Insurance - group #10448-000-00002-00001		\$149.08			
	1272969		10/07/2019	Dental/Vision group #10448-000-00001-00000		\$9,626.18			
28054	10/14/2019	Open			Accounts Payable	Eagle Uniform Co, Inc, The	\$1,100.75		
	Invoice		Date	Description		Amount			
	281547		10/07/2019	rain coat, 6120 coat		\$245.00			
	281491		10/07/2019	raincoat, jacket, nameplate		\$254.75			
	281428		10/07/2019	cargo pants, polo, shirts, raincoat, winter coat		\$601.00			
28055	10/14/2019	Open			Accounts Payable	Emergency Reporting	\$2,527.00		
	Invoice		Date	Description		Amount			
	2019_4909		10/07/2019	yearly fire package subscription, cad web svcs maint fee		\$2,527.00			
28056	10/14/2019	Open			Accounts Payable	Factory Motor Parts	\$620.71		
	Invoice		Date	Description		Amount			
	50-2540118		10/07/2019	cable asy - parking brake		(\$72.07)			
	50-2525744		10/07/2019	end asy - drag link rod		\$71.98			
	50-2530056		10/07/2019	oil - engine, cetane booster		\$469.07			
	50-2534599		10/07/2019	cable asy - parking brake		\$151.73			
28057	10/14/2019	Open			Accounts Payable	Fire Service, Inc.	\$750.00		
	Invoice		Date	Description		Amount			
	30970		10/07/2019	pump test 2019		\$250.00			
	30967		10/07/2019	pump test 2019		\$250.00			
	30964		10/07/2019	pump test 2019		\$250.00			
28058	10/14/2019	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$91.86		
	Invoice		Date	Description		Amount			
	527235		10/07/2019	lift asy		\$91.86			
28059	10/14/2019	Open			Accounts Payable	GBJ Sales, LLC	\$469.00		
	Invoice		Date	Description		Amount			
	2420		10/07/2019	wasp & hornet (stinger)		\$327.95			
	2373		10/07/2019	glass cleaner, enzymes - super bugs citrus		\$141.05			
28060	10/14/2019	Open			Accounts Payable	Gear Wash, LLC	\$2,020.45		
	Invoice		Date	Description		Amount			
	15448		10/07/2019	advance cleaning, inspection, adv repairs		\$176.20			
	15566		10/07/2019	advance cleaning, inspection, adv repairs		\$1,844.25			
28061	10/14/2019	Open			Accounts Payable	GovTempsUSA, LLC	\$5,869.50		
	Invoice		Date	Description		Amount			
	2870614		10/07/2019	martin bourke s.t. hours		\$5,869.50			

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28062	10/14/2019	Open			Accounts Payable	Groot Industries, Inc.	\$106,811.45		
	Invoice		Date	Description		Amount			
	3954289		10/07/2019	Acct #3098-251030 - residential garbage svc		\$106,811.45			
28063	10/14/2019	Open			Accounts Payable	Groot Industries, Inc.	\$3,578.99		
	Invoice		Date	Description		Amount			
	15663302		10/07/2019	Acct #604698200 - trash tons		\$2,651.16			
	15665926		10/07/2019	Acct #604698200 - trash tons		\$927.83			
28064	10/14/2019	Open			Accounts Payable	Groot Industries, Inc.	\$25,340.94		
	Invoice		Date	Description		Amount			
	3954290		10/07/2019	Acct #3098-386866 - yard waste		\$25,340.94			
28065	10/14/2019	Open			Accounts Payable	Harlem Plumbing Supply	\$21.43		
	Invoice		Date	Description		Amount			
	21894		10/07/2019	valve, connector, coupling, swan seal tube, close brass nipple		\$21.43			
28066	10/14/2019	Open			Accounts Payable	Health Endeavors, SC	\$1,260.00		
	Invoice		Date	Description		Amount			
	7326		10/07/2019	spirometry, osha hx form, vitals, tb, brief medical		\$1,260.00			
28067	10/14/2019	Open			Accounts Payable	Heat Engineering Co, The	\$2,505.00		
	Invoice		Date	Description		Amount			
	35794-3		10/07/2019	service agreement 3/15/19-3/14/20 Q3		\$2,505.00			
28068	10/14/2019	Open			Accounts Payable	Hinsdale Nurseries	\$508.70		
	Invoice		Date	Description		Amount			
	1655444		10/07/2019	rain garden plants, gravel		\$508.70			
28069	10/14/2019	Open			Accounts Payable	Hitchcock Design Group	\$3,790.44		
	Invoice		Date	Description		Amount			
	23606		10/07/2019	candy cane park oslad grant application		\$677.14			
	23506		10/07/2019	candy cane park oslad grant application		\$3,113.30			
28070	10/14/2019	Open			Accounts Payable	Illinois Section AWWA	\$160.00		
	Invoice		Date	Description		Amount			
	200046294		10/07/2019	annual regulatory update		\$160.00			
28071	10/14/2019	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$279.90		
	Invoice		Date	Description		Amount			
	24039676		10/07/2019	mtp-48/h6		\$279.90			
28072	10/14/2019	Open			Accounts Payable	Intoximeters	\$205.25		
	Invoice		Date	Description		Amount			
	639025		10/07/2019	drygas		\$205.25			
28073	10/14/2019	Open			Accounts Payable	IRMA	\$16,269.27		
	Invoice		Date	Description		Amount			
	SALES0017720		10/07/2019	august deductible		\$613.00			
	SALES0017765		10/07/2019	august 2019 all events		\$15,626.27			
	7283374		10/07/2019	silica exposure & management		\$15.00			
	7283375		10/07/2019	silica exposure & management		\$15.00			

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28074	10/14/2019	Open			Accounts Payable	J & M Fence	\$28.05		
	Invoice		Date	Description			Amount		
	10773		10/07/2019	3" top steel			\$28.05		
28075	10/14/2019	Open			Accounts Payable	JCM Uniforms Inc.	\$1,298.65		
	Invoice		Date	Description			Amount		
	760443		10/07/2019	belt, pants			\$173.80		
	756115.1		10/07/2019	cargo pants			\$1,124.85		
28076	10/14/2019	Open			Accounts Payable	JEFF WAGGONER GRAPHIC DESIGN	\$162.00		
	Invoice		Date	Description			Amount		
	613		10/07/2019	summer 2019 newsletter			\$162.00		
28077	10/14/2019	Open			Accounts Payable	Johnson Controls Security Solutions	\$90.00		
	Invoice		Date	Description			Amount		
	33134821		10/07/2019	recurring service 10/1/19-12/31/19			\$90.00		
28078	10/14/2019	Open			Accounts Payable	K-Five Construction Corp	\$221.00		
	Invoice		Date	Description			Amount		
	17969		10/07/2019	hma sc n50 d 9.5r			\$165.75		
	18465		10/07/2019	hma sc n50 d 9.5r			\$55.25		
28079	10/14/2019	Open			Accounts Payable	Kopicki's Tower Home for Funerals	\$250.00		
	Invoice		Date	Description			Amount		
	19T26		10/07/2019	removal & transfer to come			\$250.00		
28080	10/14/2019	Open			Accounts Payable	LA Fasteners Inc.	\$27.50		
	Invoice		Date	Description			Amount		
	1-197141		10/07/2019	s hook, 1/4 hd unions			\$27.50		
28081	10/14/2019	Open			Accounts Payable	Lawson Products, Inc.	\$1,894.17		
	Invoice		Date	Description			Amount		
	9306995207		10/07/2019	hex cap screw grade 8, thru-hardened steel flat washer			\$65.33		
	9306956686		10/07/2019	blow gun, tip kit, extension, cable ties, threadlocker, socket h			\$925.29		
	9307006013		10/07/2019	gloss white maintenance paint, polymer wheel			\$407.43		
	9307036877		10/07/2019	recip blade set, washers, self-drill screw,linch pin, drill bits			\$496.12		
28082	10/14/2019	Open			Accounts Payable	LEHIGH HANSON	\$2,511.28		
	Invoice		Date	Description			Amount		
	5771682		10/07/2019	grade8 stone			\$1,085.73		
	5773163		10/07/2019	grade8 stone			\$505.66		
	5774634		10/07/2019	grade8 stone			\$846.38		
	5772772		10/07/2019	grade8 stone			\$73.51		
28083	10/14/2019	Open			Accounts Payable	Living Waters Consultants, Inc.	\$1,840.00		
	Invoice		Date	Description			Amount		
	2475		10/07/2019	native plant maintenance			\$1,840.00		
28084	10/14/2019	Open			Accounts Payable	Lyons Pinner Electric Co	\$8,577.93		
	Invoice		Date	Description			Amount		
	7241A		10/07/2019	repair street light outages on brookfield, burlington, and ogden			\$4,349.63		
	7142		10/07/2019	emergency locate - water main break			\$393.08		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	7182		10/07/2019		street light out	washington and arden	\$803.34		
	7239		10/07/2019		street light cable issue	washington and kemman	\$660.00		
	7181		10/07/2019		lights out at walkway south of pavilion	behind fire station	\$2,195.65		
	7265		10/07/2019		overhead lights not working	at public works	\$176.23		
28085	10/14/2019	Open			Accounts Payable	Madison National Life Insurance Co.	\$724.80		
	Invoice		Date	Description		Amount			
	1361763		10/07/2019		ins adm fees		\$724.80		
28086	10/14/2019	Open			Accounts Payable	MAILFINANCE	\$1,170.69		
	Invoice		Date	Description		Amount			
	N7935905		10/07/2019		Mail machine lease payment		\$1,170.69		
28087	10/14/2019	Open			Accounts Payable	Miner Electronics Corp	\$10,739.19		
	Invoice		Date	Description		Amount			
	268179		10/07/2019		install lights and equipment in 2019 charger		\$10,549.19		
	268581		10/07/2019		squad removal		\$190.00		
28088	10/14/2019	Open			Accounts Payable	MRugged Mobile Technology	\$7,200.00		
	Invoice		Date	Description		Amount			
	19-1235		10/07/2019		toughbooks, batteries		\$7,200.00		
28089	10/14/2019	Open			Accounts Payable	NAPA Auto Parts	\$625.50		
	Invoice		Date	Description		Amount			
	6308-737685		10/07/2019		wheel		\$138.41		
	6308-738591		10/07/2019		recip saw blade		\$8.83		
	5308-740238		10/07/2019		brakleen		\$64.56		
	6306-512391		10/07/2019		screw starter		\$21.56		
	6306-513961		10/07/2019		sae crowft, m crows ft		\$221.98		
	6308-737837		10/07/2019		toggle prewire 10amp		\$10.73		
	6308-739769		10/07/2019		oil filter		\$4.44		
	6308-739880		10/07/2019		oil filter		\$24.46		
	6308-739954		10/07/2019		battery		\$4.22		
	6308-741337		10/07/2019		fuel filter, oil filter		\$21.61		
	6308-741290		10/07/2019		carb-choke cnr, brakleen		(\$0.12)		
	6308-741439		10/07/2019		spring, clamp		\$17.59		
	6308-741702		10/07/2019		scraper set, latex dispos glove		\$41.13		
	6308-741972		10/07/2019		air filter		\$46.10		
28090	10/14/2019	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	3090102019		10/07/2019		supplemental life insurance		\$184.00		
28091	10/14/2019	Open			Accounts Payable	NICOR	\$129.50		
	Invoice		Date	Description		Amount			
	2019-00000824		10/07/2019		3840 Maple		\$37.65		
	2019-00000825		10/07/2019		4301 Elm		\$20.04		
	2019-00000826		10/07/2019		4523 Eberly		\$35.14		
	2019-00000827		10/07/2019		8820 Washington		\$36.67		
28092	10/14/2019	Open			Accounts Payable	North American Native Fishes Association	\$75.00		
	Invoice		Date	Description		Amount			
	092619		10/07/2019		donation for educational display at meet the creek		\$75.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28093	10/14/2019	Open			Accounts Payable	North East Multi-Regional Training	\$3,800.00		
	Invoice		Date	Description		Amount			
	261244		10/07/2019	police staff and command school		\$3,800.00			
28094	10/14/2019	Open			Accounts Payable	PassportParking Inc	\$1,072.50		
	Invoice		Date	Description		Amount			
	180311-18		10/07/2019	march 2018 mobile pay service		\$376.25			
	INV-97972		10/07/2019	june 2019 mobile pay service		\$347.25			
	INV-98414		10/07/2019	july 2019 mobile parking		\$349.00			
28095	10/14/2019	Open			Accounts Payable	PERSONNEL STRATEGIES. LLC	\$900.00		
	Invoice		Date	Description		Amount			
	091519		10/07/2019	leadership assessment		\$900.00			
28096	10/14/2019	Open			Accounts Payable	Physio-Control, Inc.	\$1,299.60		
	Invoice		Date	Description		Amount			
	419046882		10/07/2019	quarterly billing for maintenance		\$1,299.60			
28097	10/14/2019	Open			Accounts Payable	Platt, Jonathan	\$72.20		
	Invoice		Date	Description		Amount			
	093019		10/07/2019	reimbursement for meet the creek supplies		\$72.20			
28098	10/14/2019	Open			Accounts Payable	Priority Print	\$147.25		
	Invoice		Date	Description		Amount			
	20191672		10/07/2019	envelopes		\$147.25			
28099	10/14/2019	Open			Accounts Payable	ProxIT Technology Solutions	\$26,431.27		
	Invoice		Date	Description		Amount			
	20538		10/07/2019	IT services		\$6,785.00			
	20545		10/07/2019	phone hardware		\$8,123.10			
	20543		10/07/2019	new phone system		\$5,965.00			
	20584		10/07/2019	IT services		\$903.13			
	20553		10/07/2019	server backups		\$2,374.00			
	20576		10/07/2019	barracuda email spam protect		\$222.00			
	20547		10/07/2019	computer for CEDD director		\$2,059.04			
28100	10/14/2019	Open			Accounts Payable	Restore Construction Inc.	\$799.00		
	Invoice		Date	Description		Amount			
	S-8020		10/07/2019	board up 9018 sheridan		\$799.00			
28101	10/14/2019	Open			Accounts Payable	Rubino Engineering Inc.	\$1,600.00		
	Invoice		Date	Description		Amount			
	5123		10/07/2019	material testing		\$1,600.00			
28102	10/14/2019	Open			Accounts Payable	Sam's Club	\$689.26		
	Invoice		Date	Description		Amount			
	009641		10/07/2019	salt		\$17.52			
	000957		10/07/2019	frito lay, mini candy, potato salad, cheese, italian beef		\$109.76			
	009088		10/07/2019	chairs		\$499.40			
	002124		10/07/2019	cookie tray		\$19.98			
	002072		10/07/2019	pepsi, sprite, water, mini brownie bites		\$42.60			
28103	10/14/2019	Open			Accounts Payable	SHRM	\$209.00		
	Invoice		Date	Description		Amount			
	SO146023		10/07/2019	professional membership 11/1/19-10/31/20		\$209.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28104	10/14/2019	Open			Accounts Payable	Sievert Electric Service & Sales	\$210.00		
	Invoice		Date	Description		Amount			
	S86267		10/07/2019	annual inspection for cable hoist in the hose tower		\$210.00			
28105	10/14/2019	Open			Accounts Payable	Six F Studio, LLC	\$435.00		
	Invoice		Date	Description		Amount			
	73411		10/07/2019	website maintenance package		\$435.00			
28106	10/14/2019	Open			Accounts Payable	Storino, Ramello & Durkin	\$36,914.57		
	Invoice		Date	Description		Amount			
	78743		10/07/2019	additional village legal fees - August 2019		\$164.39			
	78742		10/07/2019	retainer - September 2019		\$13,700.00			
	78744		10/07/2019	additional village legal fees - August 2019		\$23,050.18			
28107	10/14/2019	Open			Accounts Payable	Strobes N' More	\$512.96		
	Invoice		Date	Description		Amount			
	265594		10/07/2019	red/clear lens, blue/clear lens, chrome flange		\$512.96			
28108	10/14/2019	Open			Accounts Payable	Third Millennium Associates, Inc	\$2,228.96		
	Invoice		Date	Description		Amount			
	23874		10/07/2019	september utility bills - AB & D		\$833.59			
	23883		10/07/2019	july 2019 lockbox service		\$627.64			
	23955		10/07/2019	august 2019 lockbox services		\$767.73			
28109	10/14/2019	Open			Accounts Payable	Unifirst Corporation	\$2,153.35		
	Invoice		Date	Description		Amount			
	081 1412926		10/07/2019	laundry service		\$230.02			
	061 1227797		10/07/2019	Village Hall Mats		\$205.76			
	061 1227798		10/07/2019	Metra Station Mats		\$48.90			
	061 1227796		10/07/2019	Public Works Mats		\$49.70			
	081 1414804		10/07/2019	laundry service		\$241.04			
	061 1229377		10/07/2019	Village Hall Mats		\$208.57			
	061 1229378		10/07/2019	Metra Station Mats		\$50.22			
	061 1229376		10/07/2019	Public Works Mats		\$50.38			
	081 1416698		10/07/2019	laundry service		\$230.02			
	061 1230949		10/07/2019	Village Hall Mats		\$205.76			
	061 1230950		10/07/2019	Metra Station Mats		\$48.90			
	061 1230948		10/07/2019	Public Works Mats		\$49.70			
	081 1418579		10/07/2019	laundry service		\$230.02			
	061 1232514		10/07/2019	Village Hall Mats		\$205.76			
	061 1232515		10/07/2019	Metra Station Mats		\$48.90			
	061 1232513		10/07/2019	Public Works Mats		\$49.70			
28110	10/14/2019	Open			Accounts Payable	Verizon Wireless	\$315.56		
	Invoice		Date	Description		Amount			
	9838320470		10/07/2019	Acct #442061011-00001, wireless service		\$72.08			
	9838753371		10/07/2019	Acct #742014313-00001 trustee ipads		\$163.40			
	9838947866		10/07/2019	Acct #685033343-00006, DCUs		\$80.08			
28111	10/14/2019	Open			Accounts Payable	WC3	\$47,730.00		
	Invoice		Date	Description		Amount			
	2019-Oct Members		10/07/2019	October 2019 Membership Fee		\$23,865.00			
	2019-Nov Members		10/07/2019	November 2019 Membership Fee		\$23,865.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28112	10/14/2019	Open			Accounts Payable	Wednesday Journal	\$392.00		
	Invoice		Date	Description		Amount			
	40398-R		10/07/2019	library plan commission notice		\$182.00			
	40569-R		10/07/2019	TIF project interested parties registry		\$210.00			
28113	10/14/2019	Open			Accounts Payable	West Central Municipal Conference	\$1,611.65		
	Invoice		Date	Description		Amount			
	0009573-IN		10/07/2019	central council dues FY2020		\$1,611.65			
28114	10/14/2019	Open			Accounts Payable	West Cook County Solid Waste Agency	\$20,884.40		
	Invoice		Date	Description		Amount			
	0004559-IN		10/07/2019	Disp/Admin fee		\$20,884.40			
28115	10/14/2019	Open			Accounts Payable	West Suburban Directed Gang Enforcement	\$750.00		
	Invoice		Date	Description		Amount			
	2019-002		10/07/2019	membership fee 9/1/19-8/31/20		\$750.00			
28116	10/14/2019	Open			Accounts Payable	Wholesale Direct Inc.	\$226.67		
	Invoice		Date	Description		Amount			
	000241039		10/07/2019	led highlightr a/a mag-mtg		\$226.67			
	000240995		10/07/2019	gt76983 w/4 mag 60's		\$256.01			
	100006842		10/07/2019	gt76983 w/4 mag 60's		(\$256.01)			
28117	10/14/2019	Open			Accounts Payable	Burrell , Dwayne	\$184.99		
	Invoice		Date	Description		Amount			
	092619		10/08/2019	equipment allowance - optics for patrol rifle		\$184.99			
28118	10/14/2019	Open			Accounts Payable	Duffek, Curtis	\$354.88		
	Invoice		Date	Description		Amount			
	091619		10/08/2019	academy reimbursement		\$354.88			
28119	10/14/2019	Open			Accounts Payable	Flores, Daniel	\$91.79		
	Invoice		Date	Description		Amount			
	091719		10/08/2019	ear piece, molle pouch		\$91.79			
28120	10/14/2019	Open			Accounts Payable	Reyes, Anthony	\$841.91		
	Invoice		Date	Description		Amount			
	092319		10/08/2019	reimbursement for purchase of materials for kitchen remodel		\$841.91			
28121	10/14/2019	Open			Accounts Payable	Roche, Daniel	\$200.00		
	Invoice		Date	Description		Amount			
	091719		10/08/2019	equipment allowance - red dot sight, rifle accessories		\$200.00			
28122	10/14/2019	Open			Accounts Payable	Fraga, Vincent	\$152.99		
	Invoice		Date	Description		Amount			
	092319		10/08/2019	headset communication for bucket on aerial ladder		\$152.99			
28123	10/14/2019	Open			Accounts Payable	Haynes, Spelmon	\$175.00		
	Invoice		Date	Description		Amount			
	092319		10/08/2019	work boots		\$175.00			
28124	10/14/2019	Open			Accounts Payable	Janusz, Victor	\$30.00		
	Invoice		Date	Description		Amount			
	091219		10/08/2019	CDL reimbursement		\$30.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28125	10/14/2019	Open			Accounts Payable	Brown-Luce, Michelle	\$39.85		
	Invoice		Date	Description		Amount			
	100419		10/08/2019	incorrect deductions on paycheck		\$39.85			
28126	10/14/2019	Open			Accounts Payable	Rovner, Jessica	\$597.00		
	Invoice		Date	Description		Amount			
	100419		10/08/2019	reimbursement for IGFOA conference		\$597.00			
28127	10/14/2019	Open			Accounts Payable	Vukelich, Elyse	\$82.45		
	Invoice		Date	Description		Amount			
	100419		10/08/2019	reimbursement from APA Illinois conference		\$82.45			
28128	10/14/2019	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$262,098.96		
	Invoice		Date	Description		Amount			
	2019-00000852		10/08/2019	Water Bill - September 2019		\$262,098.96			
28129	10/14/2019	Open			Accounts Payable	Law Offices of John L Fioti	\$2,187.50		
	Invoice		Date	Description		Amount			
	BF 09-19		10/08/2019	september 2019 adjudication		\$2,187.50			
28130	10/14/2019	Open			Accounts Payable	Lindahl Brothers, Inc	\$463,403.61		
	Invoice		Date	Description		Amount			
	PayEst7		10/08/2019	2019 street improvements project		\$463,403.61			
28131	10/14/2019	Open			Accounts Payable	Superior Road Striping Inc	\$11,523.25		
	Invoice		Date	Description		Amount			
	PayEst2		10/08/2019	2019 pavement striping project		\$11,523.25			
28132	10/14/2019	Open			Accounts Payable	Visa	\$11,904.68		
	Invoice		Date	Description		Amount			
	2019-00000853		10/08/2019	admin acct *2587		\$1,054.49			
	2019-00000854		10/08/2019	police dept *2561		\$4,046.09			
	2019-00000855		10/08/2019	dept of public works *2512		\$1,211.24			
	2019-00000856		10/08/2019	admin acct *2496		\$368.56			
	2019-00000857		10/08/2019	finance *2470		\$1,780.57			
	2019-00000858		10/08/2019	dept of public works *2512		\$2,340.08			
	2019-00000859		10/08/2019	fire dept *2405		\$1,103.65			
28133	10/14/2019	Open			Accounts Payable	Gorzkowicz, Iwona	\$100.00		
	Invoice		Date	Description		Amount			
	RT9758		10/08/2019	picnic refund		\$100.00			
28134	10/14/2019	Open			Accounts Payable	VFW Post #2868	\$100.00		
	Invoice		Date	Description		Amount			
	RT9757		10/08/2019	picnic refund		\$100.00			
28135	10/14/2019	Open			Accounts Payable	Libra Electric Inc	\$1,600.00		
	Invoice		Date	Description		Amount			
	36/19		10/07/2019	rework on electrical installation in PD kitchen		\$1,600.00			
28136	10/14/2019	Open			Accounts Payable	Lamanna, Deborah	\$40.00		
	Invoice		Date	Description		Amount			
	091819		10/08/2019	overpayment of ticket		\$40.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28137	10/14/2019	Open			Accounts Payable	Galivan, Angela	\$45.00		
	Invoice		Date	Description			Amount		
	RT9856		10/08/2019	tap			\$45.00		
28138	10/14/2019	Open			Accounts Payable	Huben, Georgette	\$65.00		
	Invoice		Date	Description			Amount		
	RT9818		10/08/2019	hatha yoga			\$65.00		
28139	10/14/2019	Open			Accounts Payable	Kwasny, Allison	\$25.00		
	Invoice		Date	Description			Amount		
	RT9772		10/08/2019	picnic refund			\$25.00		
28140	10/14/2019	Open			Accounts Payable	Paz, Maribel	\$70.00		
	Invoice		Date	Description			Amount		
	RT9854		10/08/2019	ballet tap			\$70.00		
28141	10/14/2019	Open			Accounts Payable	Perez, Melina	\$50.00		
	Invoice		Date	Description			Amount		
	RT9736		10/08/2019	youth tennis			\$50.00		
28142	10/14/2019	Open			Accounts Payable	Remiasz, Stefanie	\$70.00		
	Invoice		Date	Description			Amount		
	RT9855		10/08/2019	ballet tap			\$70.00		
28143	10/14/2019	Open			Accounts Payable	Shell, Regan	\$35.00		
	Invoice		Date	Description			Amount		
	RT9857		10/08/2019	tap			\$35.00		
Type Check Totals:					131 Transactions		\$1,429,693.75		
EFT									
808	10/09/2019	Open			Accounts Payable	IMRF	\$61,835.13		
	Invoice		Date	Description			Amount		
	2019-00000789		10/09/2019	employee/employer contributions			\$61,835.13		
809	10/04/2019	Open			Accounts Payable	Village of Brookfield	\$335,650.12		
	Invoice		Date	Description			Amount		
	2019-00000790		10/04/2019	salaries			\$335,650.12		
810	10/04/2019	Open			Accounts Payable	Village of Brookfield	\$10,586.33		
	Invoice		Date	Description			Amount		
	2019-00000791		10/04/2019	FICA/Medicare			\$10,586.33		
811	10/04/2019	Open			Accounts Payable	Village of Brookfield	\$72.57		
	Invoice		Date	Description			Amount		
	2019-00000792		10/04/2019	SUI			\$72.57		
812	10/04/2019	Open			Accounts Payable	Village of Brookfield	\$722.96		
	Invoice		Date	Description			Amount		
	2019-00000793		10/04/2019	Paycom processing fees			\$722.96		
Type EFT Totals:					5 Transactions		\$408,867.11		
PFC - PUBLIC FUND CHECKING Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	131	\$1,429,693.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		131	\$1,429,693.75	\$0.00
EFTs									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		5	\$408,867.11	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		5	\$408,867.11	\$0.00
All									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		136	\$1,838,560.86	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		136	\$1,838,560.86	\$0.00
Grand Totals:									
Checks									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		131	\$1,429,693.75	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		131	\$1,429,693.75	\$0.00
EFTs									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		5	\$408,867.11	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		5	\$408,867.11	\$0.00
All									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		136	\$1,838,560.86	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		136	\$1,838,560.86	\$0.00

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A VILLAGE BOARD MEETING
HELD ON MONDAY, September 9, 2019
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Nicole Gilhooley, Michael Garvey, Brian Conroy, Edward Cote, Katie Kaluzny and David LeClere. Village Clerk Brigid Weber

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Timothy C. Wiberg
Assistant Village Manager George Issakoo
HR Director Michelle Robbins
Fire Chief Mark Duffek
Village Attorney Richard Ramello
Village Planner Elyse Vukelich
Police Chief Edward Petrak

On Monday September 9, 2019 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Bridget Jakubiak - Conservation Commission-Term Expires 2/24/2022

Motion by Trustee Kaluzny, seconded by Trustee Gilhooley, to appoint Bridget Jakubiak to the Conservation Commission with a term to expire February 24, 2022. Upon roll call, the motion carried as follows: Trustees Gilhooley, Garvey, Conroy, cote, Kaluzny an LeClere, Nays, None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Kenyon Duner - Parks & Recreation Board-Term Expires 5/31/2024

Motion by Trustee Gilhooley, seconded by Trustee LeClere, to reappoint Kenyon Duner to the Parks & Recreation Board, with a term to expire May 31, 2024. Upon roll call, the motion carried as follows: Trustees Gilhooley, Garvey, Conroy, cote, Kaluzny an LeClere, Nays, None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Kim Quilty - Parks & Recreation Board-Term Expires 5/31/2024

Motion by Trustee Gilhooley, seconded by Trustee Kaluzny, to appoint Kim Quilty to the Parks and Recreation Board with a term to expire May 31, 2024. Upon roll call, the motion carried as follows: Trustees Gilhooley, Garvey, Conroy, cote, Kaluzny an LeClere, Nays, None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

PUBLIC COMMENT

REPORTS OF SPECIAL COMMITTEES

Finance, Library, DPW, Approval of Warrant(s)- Trustee Cote

Motion by Trustee Cote, seconded by Trustee LeClere, to approve the Warrant dated September 9, 2019 in the amount of \$1,606, 910.20. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

DPW

Fourth round of alley grading. All work completed south of Washington and to be continued to the north.
Replacement of missing street signs
Water Division – trenched out new Condo line
Forestry Division – clearing low hanging branches along Washington

Library

STEAM Fest event scheduled for Saturday, September 28, 2019. September is Library Card sign up month and overdue fines waived for \$1.00.

Chamber of Commerce – Trustee Conroy

Farmers' Market to continue through October.
Art Fest scheduled for September 21, 2019 – record number of vendors have signed up
Sixty-to-Win annual fundraiser tickets still available

Parks and Recreation – Senior Citizens - Trustee Gilhooley

Parks and Recreation: Meeting scheduled held September 17, 2019

Senior Citizens: Aging Well event at the Colgrass Café at the Elks Lodge regarding safety on Thursday, September 19, 2019 at 11:00 a.m. Luncheon to follow this event to be sponsored by Hitzeman Funeral Home.

Planning and Zoning, WCMC Solid Waste – Trustee Garvey

Planning and Zoning: Special meeting scheduled for Thursday, September 19, 2019 regarding 3518 Oak. Meeting also scheduled for September 26, 2019.

WCMC: Executive Board meeting held September 11, 2019

Special Events – Trustee LeClere

Special Events: No report

Conservation and Beautification – Trustee Kaluzny

Conservation Commission: Meet the Creek event scheduled for Saturday, September 14, 2019 at Kiwanis Park
Native Plant Sale and Rain Barrel raffle
Cook County Forest Preserve Educational event regarding Oak Tree Stress and Disease Identification. Public Works staff to participate.
Resident Raingarden Program scheduled for October 9, 2019 at Brookfield Library
Next meeting scheduled for September 24, 2019

Beautification Commission Special Meeting scheduled for September 10, 2019 at 5:00 P.M.

Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

Complete Count Census Committee met regarding the 2020 Census. President Ketchmark spoke to the economic benefits of the Census to the Village of Brookfield and the detrimental effect of non-participation in the Census by residents.

OMNIBUS AGENDA

Approval of Minutes: Village Board August 26, Committee of the Whole August 26
Approval of Resolution # 2019-42 Establishing a Social Media Policy

Motion by Trustee Garvey, seconded by Trustee Conroy to approve the Omnibus Agenda of the September 9, 2019 Village Board Meeting. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

REGULAR BUSINESS

Consideration of Resolution #2019-43 For the Creation of the Grand Boulevard Tax Increment Finance District

Motion by Trustee Cote, seconded by Trustee Kaluzny, to approve Resolution #2019-43 For the Creation of the Grand Boulevard Tax Increment Finance District. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Consideration of Resolution 2019-44 -Amending the 8 Corners Tax Increment Finance district.

Motion by Trustee Cote, seconded by Trustee Gilhooley to approve Resolution 2019-44 -Amending the 8 Corners Tax Increment Finance district. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Consideration of Resolution #2019-45 to Have the Village Serve as Lead Agency for a Surface Transportation Program Grant for the Des Plaines River Trail South

Motion by Trustee Cote, seconded by Trustee Gilhooley, to approve Resolution #2019-45 to Have the Village Serve as Lead Agency for a Surface Transportation Program Grant for the Des Plaines River Trail South. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

MANAGER'S REPORT – Village Manager Timothy Wiberg

Congress Park METRA Station Improvement report to the County detailing proposed improvements to the Congress Park METRA Station area and subsequent improvements to the bike racks via another grant.

Announcement of promotion of Michael Kuruvilla to Deputy Chief of Police

ADJOURN REGULAR VILLAGE BOARD MEETING

Motion by Trustee Kaluzny, seconded by Trustee Gilhooley, to adjourn the Regular Village Board Meeting of September 9, 2019 at 9:53 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Brigid Weber
Village Clerk

/LLS

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY, SEPTEMBER 9, 2019
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Nicole Gilhooley, Michael Garvey, Brian Conroy, Edward Cote, Katie Kaluzny and David LeClere. Village Clerk Brigid Weber

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Timothy C. Wiberg
Assistant Village Manager George Issakoo
HR Director Michelle Robbins
Fire Chief Mark Duffek
Village Attorney Richard Ramello
Village Planner Elyse Vukelich
Police Chief Edward Petrak

President Ketchmark called the Committee of the Whole Meeting of September 9, 2019 to order at 7:17 P.M.

Discussion Concerning Potential Regulation of Cannabis in the Village

Discussion only

Discussion Concerning PZC Case 19-05-Sign Code Ordinance

Presentation and discussion only.

Discussion Concerning Waste Hauling Contract Service Level Options

At the August 26th Village Board meeting, the Board approved an extension of the Waste Hauling Contract with Groot Industries Inc. This contract extension will expire on May 31, 2020. As discussed previously, the additional time will allow staff to do a deeper analysis of the current contract and discuss various service offerings with the Board that may not have been considered previously. The additional time will also allow both parties to continue the productive discussions regarding a potential long-term extension with Groot Industries Inc. The purpose of this discussion is to better understand the Board's priorities regarding the contract negotiations and various service level options that may be evaluated for inclusion in a future contract. Discussion only. No Action Required

PUBLIC COMMENT

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to adjourn the Committee of the Whole meeting of September 9, 2019 at 10:16 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Brigid Weber
Village Clerk

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A VILLAGE BOARD MEETING
HELD ON MONDAY, September 11, 2019
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Brian Conroy, Edward Cote, and David LeClere. Village Clerk Brigid Weber

MEMBERS ABSENT: Trustees Gilhooley, Garvey and Kaluzny

ALSO PRESENT: Assistant Village Manager George Issakoo, Village Clerk Brigid Weber

On Monday September 11, 2019 President Ketchmark called the Special Village Board of Trustees meeting to order at 5:00 P.M and led the Pledge of Allegiance.

Consideration of an Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Number of Class 8 Liquor Licenses for the Chamber of Commerce's "Farm to Table" event, Sunday, September 15, 2019 at the Compassion Factory, 9210 Broadway.

Motion by Trustee Cote, seconded by Trustee LeClere, to approve an Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Number of Class 8 Liquor Licenses for the Chamber of Commerce's "Farm to Table" event, Sunday, September 15, 2019 at the Compassion Factory, 9210 Broadway. Upon roll call, the motion carried as follows: Ayes: Trustees Conroy, Cote and LeClere. Nays: None. Absent: Trustees Gilhooley, Garvey and Kaluzny.

ADJOURN SPECIAL VILLAGE BOAR MEETING

Motion by Trustee LeClere, seconded by Trustee Cote, to adjourn the Special Village Board Meeting of September 11, 2019. Upon roll call, the motion carried as follows: Ayes: Trustees Conroy, Cote and LeClere. Nays: None. Absent: Trustees Gilhooley, Garvey and Kaluzny.

Brigid Weber
Village Clerk

/LLS

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A VILLAGE BOARD MEETING
HELD ON MONDAY, September 23, 2019
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Nicole Gilhooley, Michael Garvey, Brian Conroy, Edward Cote, Katie Kaluzny and David LeClere. Village Clerk Brigid Weber

MEMBERS ABSENT: None

ALSO PRESENT:

Village Manager Timothy C. Wiberg	Village Attorney Richard Ramello
Assistant Village Manager George Issakoo	Village Planner Elyse Vukelich
HR Director Michelle Robbins	Police Chief Edward Petrak
Fire Chief Mark Duffek	Village Engineer Derek Treichel
PW Director Carl Muell	Rec Director Stevie Ferrari
Finance Director Doug Cooper	

*Note: No recording of meeting available. Pertinent information taken from Motion Sheet and meeting packet contents online.

On Monday September 23, 2019 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

None

PUBLIC COMMENT

REPORTS OF SPECIAL COMMITTEES (no recording)

Finance, Library, DPW, Approval of Warrant(s) – Trustee Cote

Motion by Trustee Cote, seconded by Trustee LeClere, to approve the Warrant dated September 23, 2019 in the amount of \$674,093.72. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Chamber of Commerce – Trustee Conroy

Parks and Recreation – Senior Citizens - Trustee Gilhooley

Planning and Zoning, WCMC Solid Waste – Trustee Garvey

Special Events – Trustee LeClere

Conservation and Beautification – Trustee Kaluzny

Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

OMNIBUS AGENDA

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

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

Motion by Trustee Cote, seconded by Trustee Kaluzny, to approve the Omnibus Agenda of the September 23, 2019 Village Board Meeting. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

REGULAR BUSINESS

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

Motion by Trustee Gilhooley, seconded by Trustee Cote to approve 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. Upon roll call, the **motion failed** as follows: Ayes: None. Nays: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Absent: None

Consideration of Resolution #2019-49 to Amend 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

Motion by Trustee Cote, seconded by Trustee Gilhooley, to Amend 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. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

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

Motion by Trustee Cote, seconded by Trustee Garvey, to approve 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. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

MANAGER'S REPORT – Village Manager Timothy Wiberg

No recording

ADJOURN REGULAR VILLAGE BOAR MEETING

Motion by Trustee Cote, seconded by Trustee LeClere, to adjourn the Regular Village Board Meeting of September 23, 2019 at 7:06 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Conroy, Kaluzny and LeClere. Nays: None. Absent: Trustees Garvey and Conroy.

Brigid Weber
Village Clerk

/LLS

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY, September 23, 2019
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Nicole Gilhooley, Michael Garvey, Brian Conroy, Edward Cote, Katie Kaluzny and David LeClere. Village Clerk Brigid Weber

MEMBERS ABSENT: None

Village Manager Timothy C. Wiberg
Assistant Village Manager George Issakoo
HR Director Michelle Robbins
Fire Chief Mark Duffek
PW Director Carl Muell
Finance Director Doug Cooper

Village Attorney Richard Ramello
Village Planner Elyse Vukelich
Police Chief Edward Petrak
Village Engineer Derek Treichel
Rec Director Stevie Ferrari

President Ketchmark called the Committee of the Whole Meeting of September 23, 2019 to order at 7:07 P.M.

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. A report from the Village Engineer provided his recommended streets. The Village discussed the proposed street schedule. A Design Engineering Agreement to be on agenda for approval at the Regular Village Board Meeting scheduled for October 14, 2019.

Discussion Concerning an Ordinance Amending Section 56-132 Entitled Discontinuance of Service for Failure to Pay" of the Code of Ordinances

Staff recommends approval of an Ordinance Amending section 56-132 – Discontinuance of Service for Failure to Pay Water Service bill. Item to be on agenda for approval vote at the Regular Village Board Meeting scheduled for October 14, 2019.

PUBLIC COMMENT

ADJOURNMENT

Motion by Trustee Cote, seconded by Trustee LeClere, to adjourn the Committee of the Whole meeting of September 23, 2019 at 7:28 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

Brigid Weber
Village Clerk



Request For Board Action

REFERRED TO BOARD: October 14, 2019

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Finance Department

SUBJECT: Approval of an Ordinance Amending Section 56-132 of the Village Code Entitled
"Discontinuance of Service for Failure to Pay"

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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.

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.

FINANCIAL IMPACT: N/A

DOCUMENTS ATTACHED:

1. [Referenced Ordinance](#)
2. [Community Survey](#) on shut-off procedures

RECOMMENDED MOTION: Review and Approval of Ordinance

ORDINANCE NO. 2019 - 49

**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

ORDINANCE NO. 2019- 49

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:

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

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

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:

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.]

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 14th26th day of OctoberAugust 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th26th day of OctoberAugust 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 14th26th day of OctoberAugust 2019.

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

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



Request For Board Action

REFERRED TO BOARD: October 14, 2019

AGENDA ITEM NO: 3

**ORIGINATING DEPARTMENT: Community & Economic Development Department
(CEDD)**

**SUBJECT: Approval of a Resolution to Authorize the Execution of a Community
Development Block Grant Program Subrecipient Agreement with Cook County**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In March of 2019, the Village applied for a Community Development Block Grant to make improvements to the Congress Park Metra Station in the amount of \$400,000. Cook County awarded the Village \$150,000 for the project on August 22nd, 2019.

Since then, the Village had the opportunity to edit the scope of work based on the award amount. The original cost of the project when the Village applied for the grant was \$702,856. Later, it became clear through conversations with the BNSF railroad that the Village would not be permitted to replace the retaining wall at the Congress Park Metra Station, but that BNSF has plans to replace it in 2020. With that knowledge, staff completed a new scope of work which removed the retaining wall and improvements to the pedestrian area surrounding the retaining wall from the project's scope. The Village can complete the pedestrian area improvements later on so as not to interfere with the replacement of the retaining wall and risk damage.

The scope of work now includes tunnel and shelter improvements and parking lot improvements. This work will be completed in 2020. The Village will provide a match of \$191,896 to Cook County's award of \$150,000 for a total project cost of \$341,896. The Village will also need to lease the station from BNSF railroad in order to make tunnel and shelter improvements.

This Resolution is to authorize the execution of the CDBG Subrecipient Agreement between the Village of Brookfield and Cook County. Staff will attend a mandatory agreement workshop on October 30th, 2019 at the Cook County Administration Building.

FINANCIAL IMPACT:

The Village of Brookfield has agreed to provide matching funds of \$191,896 in order to complete the project.

DOCUMENTS ATTACHED:

1. [Resolution](#)
2. [Subrecipient Agreement](#) with Cook County
3. [Updated Cost Estimates](#) for Project

RECOMMENDED MOTION:

A motion would be in order to Adopt a Resolution to Authorize the Execution of a Community Development Block Grant Program Subrecipient Agreement with Cook County.

RESOLUTION NO. R - 2019 - 50

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE VILLAGE OF
BROOKFIELD, ILLINOIS AND THE COUNTY OF COOK, ILLINOIS RELATIVE TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
2019 PROGRAM YEAR**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 14th DAY OF OCTOBER 2019

RESOLUTION NO. R - 2019 – 50

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS AND THE COUNTY OF COOK, ILLINOIS RELATIVE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
2019 PROGRAM YEAR**

WHEREAS, the Village of Brookfield (the "Village") desires to enter into a "Community Development Block Grant Program Subrecipient Agreement, Grant No. 1906-005" (the "Agreement," attached hereto as EXHIBIT "A"), for the 2019 Program Year, with the County of Cook, Illinois (the "County"), relative to the receipt of funds to be distributed by the County to the Village pursuant to a Community Development Block Grant Program ("CDBG"); and

WHEREAS, the County desires to enter into the Agreement with the Village in order to award and disburse ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in grant funds to permit the Village to construct eligible capital improvements within its corporate boundaries at the Congress Park Metra Station and area around the Congress Park Metra Station, pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by 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 resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The Village President and the Village Clerk are hereby directed and authorized to submit the Agreement, all understandings and assurances and to execute the 2019 Community Development Block Grant Program Year Agreements with the

County of Cook, Illinois for Project No. 1906-005, a copy of which is attached hereto as Exhibit "A."

Section 3: The Village President or Village Manager is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2019 Community Development Block Grant Program for the Congress Park Metra Station Congress Park Metra Station Area Rehab.

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,
this 14th day of October 2019.

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

[SEAL]

CLERK'S CERTIFICATE

I, Brigid Weber, 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 Resolution No. 19 - ___ entitled:

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS AND THE COUNTY OF COOK, ILLINOIS RELATIVE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") 2019 PROGRAM YEAR

a true, correct and complete copy of which said resolution was passed and approved at a meeting of the Corporate Authorities held on the 14th day of October 2019.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 14th day of October 2019.

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

[SEAL]

Exhibit "A"

Community Development Block Grant Program Subrecipient Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
PROGRAM YEAR 2019
October 1, 2019 through September 30, 2020**



VILLAGE OF BROOKFIELD

**CDBG PY 2019
SUBRECIPIENT AGREEMENT**

**PROJECT NUMBER:
1906-005**

**AWARD:
\$150,000**

**AWARDED TITLE:
Congress Park Metra Station Congress Park Metra Station Area
Rehab**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2019, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Brookfield**, a qualifying entity, (hereinafter referred to as the "Subrecipient,")

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2019 through September 30, 2020, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **070234661**, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **1906-005**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **1906-005** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the

Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however, such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures; Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".
- D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Hatch Act: Davis Bacon

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2020.**

16. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

17. Return of Funds and Accounts Receivables; Expiration of Project.

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502;
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;
- C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.
- D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- (1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

- (2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;
2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Honorable Kit P. Ketchmark, President
Village of Brookfield
8820 Brookfield
Brookfield, IL 60513-1688

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

24. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the projects and the source of funds for the projects, subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October 2019, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or

written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature) Printed Name Date
County of Cook

Attest: _____
Cook County Clerk (Signature) Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B **ASSURANCES**

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
 12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
 15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 C FR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

**CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:



EXHIBIT E - PROJECT SUMMARY

2019 Program Year: October 1, 2019 through September 30, 2020

Planner **Tim Kleist**

SUBRECIPIENT **VILLAGE OF BROOKFIELD**

ADDRESS **8820 Brookfield** CITY **Brookfield** ZIP **60513-1688**

Elyse Vukelich, Village Planner (708) 485-1445 evukelich@brookfieldil.gov
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM **1906-005** IDIS No. PROJECT TITLE
Congress Park Metra Station Congress Park Metra Station Area Rehab

Account #:
9428225-580170.100

Eligibility Citation	Award Amount	Additional Amount	Total Budget Summary	Award Match	Match_Source_1
	\$150,000		\$150,000	\$157,706.00	General Funds
				\$34,190.00	General Funds

SUMMARY PROJECT DESCRIPTION: Congress Park Metra Station Infrastructure Improvements to tunnel, shelter, parking lot, and lan

Eligibility:

LMI

- Does Not Apply
- Area Benefit
- Limited Clientele
- Housing Activity
- Job Creation/Retention

Slum Blight

- Does Not Apply
- Area
- Spot

Is Acquisition Required?

- Yes
- No

Census Tracts	Block Groups	L/M Income %
8193	3	60.90%

NARRATIVE:

Awarded Location

Burlington Avenue

AWARDED Project Description

The Village of Brookfield is proposing improvements to the Congress Park Metra Station, which is located 1/2 mile West of Maple St. on Burlington Avenue in Brookfield, Illinois.

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

To add a new parking area adjacent to the Metra station and improve the tunnel and shelter on the station platform.

Environmental Review	Amendment	Amendment Date	Planner
			Tim Kleist

PROJECT COMPLETION SCHEDULE

Month 1

January 2020 - (Notice to Proceed Issuance)

Month 2

February 2020 - Prepare Plans and Specifications

Month 3

March 2020 - Submit Plans and Specifications to Metra, BNSF & County for review

Month 4

April 2020 - Advertise for Bids/Open Bids/ Award Contract

Month 5

May 2020 - Pre-Construction Meetings/Activities

Month 6

June 2020 - Construction

PROJECT COMPLETION SCHEDULE

Month 7

July 2020 - Construction

Month 8

August 2020 - Construction

Month 9

September 2020 - Project Completion

Month 10

Month 11

Month 12

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0.00		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
TOTAL SALARIES:	\$0.00		\$0.00	\$0.00	\$0.00

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$150,000.00	\$157,706.00	\$307,706.00
Single-Family Rehabilitation			\$0.00
Economic Development			\$0.00
Demolition/Clearance			\$0.00
Acquisition			\$0.00
Relocation			\$0.00
TOTAL PROJECT ACTIVITY:	\$150,000.00	\$157,706.00	\$307,706.00

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: *(You are encouraged to use CDBG Funds for salaries only.)*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0.00	\$0.00	\$0.00
Office Rent/Utilities			\$0.00
Postage			\$0.00
Printing (Rental Equipment)			\$0.00
Publication/Notices			\$0.00
Project Travel @ \$.545 per mile OR current IRS rate.			\$0.00
Other: _____			\$0.00
Other: _____			\$0.00

Professional Services: *(Need to be Procured if using CDBG Funds.)*

Architect			\$0.00
Engineering		\$34,190.00	\$34,190.00
Legal			\$0.00
Accounting (except Single Audit)			
Other: _____			\$0.00
Other: _____			\$0.00
TOTAL PROJECT DELIVERY:	\$0.00	\$34,190.00	\$34,190.00

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
\$150,000.00	\$191,896.00	\$341,896.00



Preliminary Budget Costs

Date: September 4, 2019

Village of Brookfield - Congress Park Metra Station

Description	Approximate Cost	
Proposed Improvements		
Tunnel and Shelter Improvements	\$	105,400
New Parking Lot Improvements	\$	122,530
Other Project Costs	\$	79,776
	Construction Subtotal: \$	307,706
Design and Engineering	\$	34,190
	Project Total: \$	341,895



Preliminary Budget Costs

Date: September 4, 2019

Village of Brookfield - Congress Park Metra Station

Proposed Improvements

Description	Quant	Unit	Unit Cost	Ext Cost
-------------	-------	------	-----------	----------

Tunnel and Shelter Improvements

Shelter Improvements

upgrade handrails - large shelters	120	LF	\$ 100	\$ 12,000
upgrade guardrails - large shelters	50	LF	\$ 150	\$ 7,500
replace glass - large shelters	1	LS	\$ 8,000	\$ 8,000
upgrade light fixtures - large shelters	4	EA	\$ 2,500	\$ 10,000
electrical allowance - large shelters	1	LS	\$ 10,000	\$ 10,000
remove and replace roofing of (synthetic shake shingle) - large shelters	1	LS	\$ 20,000	\$ 20,000
strip and repaint - large shelters	1	LS	\$ 8,000	\$ 8,000
trash receptacles	2	EA	\$ 1,200	\$ 2,400
replace glass - small shelters	1	LS	\$ 3,000	\$ 3,000
Section Subtotal:				\$ 80,900

Base Tunnel Improvements

upgrade light fixtures	3	EA	\$ 1,500	\$ 4,500
electrical allowance	1	LS	\$ 10,000	\$ 10,000
strip and repaint walls and ceiling	1	LS	\$ 10,000	\$ 10,000
Section Subtotal:				\$ 24,500

Tunnel and Shelter Improvements Subtotal: \$ 105,400

New Parking Lot Improvements

New Parking Lot Improvements

remove concrete sidewalk	1,050	SF	\$ 2	\$ 2,100
remove asphalt paving	770	SY	\$ 10	\$ 7,700
remove concrete curb	450	LF	\$ 10	\$ 4,500
remove turf and landscape	3,950	SF	\$ 2	\$ 7,900
remove tree	3	EA	\$ 500	\$ 1,500
permeable paving	520	SF	\$ 20	\$ 10,400
concrete sidewalk	2,020	SF	\$ 10	\$ 20,200
curb ramps (detectable warnings)	30	SF	\$ 35	\$ 1,050
concrete curb and gutter	440	LF	\$ 25	\$ 11,000
concrete band edge	24	LF	\$ 30	\$ 720
asphalt paving - vehicular	810	SY	\$ 50	\$ 40,500
pavement striping	380	LF	\$ 2	\$ 760
underdrains	25	LF	\$ 5	\$ 125
additional retaining wall (short retaining)	16	FF	\$ 50	\$ 800
underdrains	25	LF	\$ 5	\$ 125
deciduous tree	5	EA	\$ 600	\$ 3,000
deciduous shrub	50	EA	\$ 45	\$ 2,250
evergreen shrub	30	EA	\$ 75	\$ 2,250
perennial (gal)	150	EA	\$ 15	\$ 2,250
turf restoration (seed and blanket)	300	SY	\$ 2	\$ 600
topsoil	75	CY	\$ 30	\$ 2,250
mulch	11	CY	\$ 50	\$ 550
Section Subtotal:				\$ 122,530

New Parking Lot Improvements Subtotal: \$ 122,530

Other Project Costs

general conditions (10%)	1	LS	10%	\$ 22,793
design and bid contingency (20%)	1	LS	20%	\$ 45,586
construction contingency (5%)	1	LS	5%	\$ 11,397
Subtotal:				\$ 79,776

Construction Subtotal: \$ 307,706**Design and Engineering**

dd/cd phase services (10%)	1	LS	10%	\$ 22,793
construction phase services (5%)	1	LS	5%	\$ 11,397
Subtotal:				\$ 34,190

*note Design and Engineering costs are not applied to Other Project Costs

Project Total: \$ 341,895



Request For Board Action

REFERRED TO BOARD: October 14th, 2019

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to enter an Agreement for the Furnishing of Professional Design Engineering Services for the 2020 Street Improvement Project with Edwin Hancock Engineering Company

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2015, Village residents passed a referendum to complete \$22M in street improvements between 2016 and 2023. There was an eight year plan to resurface approximately 15.3 miles of streets. Currently, there is approximately 3.2 miles left to complete over the next two years. The 2020 Street Improvement Project will consist of 1.8 miles to be improved. Edwin Hancock Engineering Company has successfully completed the Design Engineering Services for the last four years of the Village's Street Improvement Project. It is the Village's recommendation to enter into the Agreement for the furnishing of Professional Design Services for the 2020 Street Improvement Project with Edwin Hancock Engineering Company.

FINANCIAL IMPACT:

The Agreement for the furnishings of Professional Design Services for the 2020 Street Improvement Project was budgeted for \$250,000 and the actual cost was \$238,200.

DOCUMENTS ATTACHED:

1. [Resolution](#)
2. [Design Agreement](#)

RECOMMENDED MOTION:

Motion to approve Resolution to award the agreement to Edwin Hancock Engineering Company for the Design Engineering Services for the 2020 Street Improvement Project.

RESOLUTION NO. R - 2019 - 51

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT BY AND
BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE
OF BROOKFIELD, ILLINOIS, FOR THE 2020 STREET IMPROVEMENTS
PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 14th DAY OF OCTOBER 2019

RESOLUTION NO. R - 2019 - 51

RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE 2020 STREET IMPROVEMENTS PROJECT

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 roadways within its corporate limits;

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional design engineering services for the 2020 Street Improvements Project (the "Project");

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Company, has received a proposal from Edwin Hancock Engineering Company to provide professional design engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of professional design engineering services for the Project in an amount not to exceed Two Hundred

Thirty-Eight Thousand Two Hundred Dollars (\$238,200.00), plus reimbursement for services sublet as provided in the agreement; and

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design engineering services for the Project;

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 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: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Agreement between the Village of Brookfield and the Edwin Hancock Engineering Company for the furnishing of Professional Design Engineering Services for the 2020 Street Improvements Project (the "Agreement") to supply professional design engineering services for the Project to the Village, a copy of which Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design engineering services for the Project to the Village.

Section 4: This resolution shall take effect upon its passage by a vote of two-thirds of the trustees then holding office and approval in pamphlet form.

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,
this 14th day of October 2019.

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

Exhibit "A"

**Agreement
between the
Village of Brookfield
and the
Edwin Hancock Engineering Company
for the furnishing of
Professional Design Engineering Services
for the
2020 Street Improvements Project**

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
2020 STREET IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

October 2019

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing

PROFESSIONAL DESIGN ENGINEERING SERVICES

for the

2020 STREET IMPROVEMENTS PROJECT

THIS AGREEMENT, made and entered into between the VILLAGE of BROOKFIELD, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Design Engineering services for the **2020 Street Improvements Project**.

The streets to be included are those listed in Attachment C – Streets to be Improved.

The general scope of improvements will include repairing deteriorated sections of combined sewer, spot or full replacement of concrete curb and gutter, sidewalk, and driveway, milling and resurfacing or reconstructing the pavements, restoring disturbed areas of the parkways with sod, and other related work.

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; bid analysis, assistance with the award of the contract, and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing bidding documents for the cleaning and televising of the combined sewers and sanitary sewers on the streets to be improved.
 - 2. Preparing preliminary design criteria.
 - 3. Making engineering field topographic surveys as are necessary.
 - 4. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 5. Preparing detailed specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 6. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 7. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids, tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
 - 8. Coordination with separately contracted VILLAGE selected geotechnical and land survey consultant firms, as well as a review of the documents provided and recommendation regarding their submitted invoice(s).

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount shown in the section entitled Design Engineering Fee on Attachment B, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The DESIGN ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.
 2. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date less all previous payments made to the ENGINEER for design engineering services.
 2. Final Payment – An invoice shall be submitted to the VILLAGE after the completion of all design engineering services in the amount of One Hundred Percent (100%) of the total design engineering fee, less progress payments made, shall be due and payable to the ENGINEER.
 3. Payments by the VILLAGE and payments by the ENGINEER to its subcontractors and sub-consultants shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

III. IT IS MUTUALLY AGREED:

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement, including the General Conditions Attachment to Engineering Agreement which are hereby incorporated, represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2019

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2019

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, P.E., Executive Vice President

(SEAL)

**ATTACHMENT A
2020 STREET IMPROVEMENTS PROJECT**

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG - VI	\$140.00
ENG - V	\$130.00
ENG - IV	\$120.00
ENG - III	\$115.00
ENG - II	\$103.00
ENG - I	\$90.00
ENGINEERING TECH - V	\$115.00
ENGINEERING TECH - IV	\$105.00
ENGINEERING TECH - III	\$83.00
ENGINEERING TECH - II	\$65.00
ENGINEERING TECH - I	\$40.00
CAD MGR	\$115.00
CAD - II	\$105.00
CAD - I	\$95.00
ADMINISTRATIVE	\$65.00

**ATTACHMENT B
2020 STREET IMPROVEMENTS PROJECT**

DESIGN ENGINEERING FEE

Preliminary Engineering	\$7,000.00
Topographic Survey	\$40,200.00
CADD Drafting	\$55,400.00
Design Engineering	\$107,200.00
Specifications	\$16,400.00
Permitting	\$2,500.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$8,500.00</u>
Total Design Engineering Fee	\$ 238,200.00

**ATTACHMENT C
2020 STREET IMPROVEMENTS PROJECT**

STREETS TO BE IMPROVED

Street

Limits

Park Avenue
Sunnyside Avenue
Grant Avenue
Woodside Avenue
Ridgewood Road
Rosemead Avenue
Hollywood Avenue
Hollywood Avenue
Woodside Avenue
Greenview Avenue

Monroe Avenue - 31st Street
Brookfield Avenue - Grand Boulevard
Maple Avenue - Grand Boulevard
Parkview Avenue - Washington Avenue
Woodside Avenue - Golf Avenue
Southview Avenue - Riverside Drive
Southview Avenue - Riverside Drive
Brookfield Avenue - Washington Avenue
Southview Avenue - Waubensee Road
McCormick Avenue - Woodside Drive

The work will also include concrete and asphalt pavement patching at various locations throughout the Village.

ATTACHMENT C - GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. 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: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER'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.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be 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.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
- 6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the

services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement 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 ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (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 timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the Village 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.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER 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, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. 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 and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; 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, 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 ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. 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 this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 22. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 23. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Tim Wiberg, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY
9933 Roosevelt Road
Westchester, Illinois 60154
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT 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.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) 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 section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants 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 or race, creed, color, or national origin because of habit, local custom, or otherwise.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT 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.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield 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 ENGINEER.
- k. The ENGINEER 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 Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
- l. 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 ENGINEER; or, if the ENGINEER'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 ENGINEER, 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 ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), 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.
- n. The ENGINEER 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 ENGINEER, subcontractor, nor any person on his or her 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 section.
- o. 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.

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
2020 STREET IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

October 2019

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing

PROFESSIONAL DESIGN ENGINEERING SERVICES

for the

2020 STREET IMPROVEMENTS PROJECT

THIS AGREEMENT, made and entered into between the VILLAGE of BROOKFIELD, hereinafter referred to as “VILLAGE”, and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as “ENGINEER”, covers the furnishing of Professional Design Engineering services for the **2020 Street Improvements Project**.

The streets to be included are those listed in Attachment C – Streets to be Improved.

The general scope of improvements will include repairing deteriorated sections of combined sewer, spot or full replacement of concrete curb and gutter, sidewalk, and driveway, milling and resurfacing or reconstructing the pavements, restoring disturbed areas of the parkways with sod, and other related work.

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; bid analysis, assistance with the award of the contract, and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing bidding documents for the cleaning and televising of the combined sewers and sanitary sewers on the streets to be improved.
 - 2. Preparing preliminary design criteria.
 - 3. Making engineering field topographic surveys as are necessary.
 - 4. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 5. Preparing detailed specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 6. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 7. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids, tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
 - 8. Coordination with separately contracted VILLAGE selected geotechnical and land survey consultant firms, as well as a review of the documents provided and recommendation regarding their submitted invoice(s).

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount shown in the section entitled Design Engineering Fee on Attachment B, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The DESIGN ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.
 2. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date less all previous payments made to the ENGINEER for design engineering services.
 2. Final Payment – An invoice shall be submitted to the VILLAGE after the completion of all design engineering services in the amount of One Hundred Percent (100%) of the total design engineering fee, less progress payments made, shall be due and payable to the ENGINEER.
 3. Payments by the VILLAGE and payments by the ENGINEER to its subcontractors and sub-consultants shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

III. IT IS MUTUALLY AGREED:

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement, including the General Conditions Attachment to Engineering Agreement which are hereby incorporated, represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2019

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2019

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, P.E., Executive Vice President

(SEAL)

**ATTACHMENT A
2020 STREET IMPROVEMENTS PROJECT**

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG - VI	\$140.00
ENG - V	\$130.00
ENG - IV	\$120.00
ENG - III	\$115.00
ENG - II	\$103.00
ENG - I	\$90.00
ENGINEERING TECH - V	\$115.00
ENGINEERING TECH - IV	\$105.00
ENGINEERING TECH - III	\$83.00
ENGINEERING TECH - II	\$65.00
ENGINEERING TECH - I	\$40.00
CAD MGR	\$115.00
CAD - II	\$105.00
CAD - I	\$95.00
ADMINISTRATIVE	\$65.00

**ATTACHMENT B
2020 STREET IMPROVEMENTS PROJECT**

DESIGN ENGINEERING FEE

Preliminary Engineering	\$7,000.00
Topographic Survey	\$40,200.00
CADD Drafting	\$55,400.00
Design Engineering	\$107,200.00
Specifications	\$16,400.00
Permitting	\$2,500.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$8,500.00</u>
Total Design Engineering Fee	\$ 238,200.00

**ATTACHMENT C
2020 STREET IMPROVEMENTS PROJECT**

STREETS TO BE IMPROVED

Street

Limits

Park Avenue
Sunnyside Avenue
Grant Avenue
Woodside Avenue
Ridgewood Road
Rosemead Avenue
Hollywood Avenue
Hollywood Avenue
Woodside Avenue
Greenview Avenue

Monroe Avenue - 31st Street
Brookfield Avenue - Grand Boulevard
Maple Avenue - Grand Boulevard
Parkview Avenue - Washington Avenue
Woodside Avenue - Golf Avenue
Southview Avenue - Riverside Drive
Southview Avenue - Riverside Drive
Brookfield Avenue - Washington Avenue
Southview Avenue - Waubensee Road
McCormick Avenue - Woodside Drive

The work will also include concrete and asphalt pavement patching at various locations throughout the Village.

ATTACHMENT C - GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

- a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

- c. **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: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- d. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER'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.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be 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.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the

services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement 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 ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (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 timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the Village 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.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER 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, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. 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 and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; 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, 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 ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. 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 this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 22. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 23. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Tim Wiberg, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY
9933 Roosevelt Road
Westchester, Illinois 60154
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT 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.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) 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 section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants 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.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT 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.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield 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 ENGINEER.
- k. The ENGINEER 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 Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
- l. 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 ENGINEER; or, if the ENGINEER'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 ENGINEER, 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 ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), 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.
- n. The ENGINEER 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 ENGINEER, subcontractor, nor any person on his or her 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 section.
- o. 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.



Request For Board Action

REFERRED TO BOARD: October 14, 2019

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community & Economic Development Department
(CEDD)

SUBJECT: Approval of Resolutions to Execute an Agreement with the Illinois Department of Transportation to Appropriate Village Funds for the Local Share to Install Covered Bicycle Parking at the Brookfield and Congress Park Metra Stations; and a Construction Engineering Agreement with Hancock Engineering

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In November of 2016, the Village applied for the Regional Transportation Authority's (RTA) Access to Transit Improvement Program, which distributed Congestion Mitigation and Air Quality (CMAQ) funding. The program funds projects that support pedestrian and bicycle infrastructure. The Village applied to install covered bicycle parking at the Brookfield and Congress Park Metra Stations.

The Village was awarded the grant in October of 2017. The award amount was \$201,152. The Village of Brookfield local match was \$50,288. The project's scope of work is to install one covered bicycle parking shelter at the Brookfield Metra Station, and another at the Congress Park Metra Station. The project is scheduled for the November 2019 letting and construction is slated to begin in the spring of 2020. The project is expected to be completed in November of 2020.

This Resolution is to approve an agreement with the Illinois Department of Transportation to appropriate Village funds for the local share, and to approve a construction engineering agreement with Hancock Engineering.

FINANCIAL IMPACT:

The Village of Brookfield has agreed to provide matching funds of \$50,288 in order to complete the project.

DOCUMENTS ATTACHED:

1. [Resolution](#) Authorizing the Execution of a Local Public Agency Agreement for Federal Participation By and Between the State of Illinois Acting by and Through its Department of Transportation and the Village of Brookfield for the Construction of Covered Bicycle Parking at the Congress Park Metra Station
2. [Joint Agreement](#) between IDOT and the Village of Brookfield
3. [Resolution](#) Authorizing the Execution of a Construction Engineering Services Agreement for Federal Participation by and Between Edwin Hancock Engineering Company and the Village of Brookfield for the Construction of Covered Bicycle Parking at the Congress Park Metra Station
4. [Construction Engineering Agreement](#) between Hancock Engineering and the Village of Brookfield

RECOMMENDED MOTION:

A motion would be in order to Adopt a Resolution to Approve an Agreement with the Illinois Department of Transportation to Appropriate Village Funds for the Local Share to Install Covered Bicycle Parking at the Brookfield and Congress Park Metra Stations; and a Construction Engineering Agreement with Hancock Engineering.

RESOLUTION NO. R - 2019 - 52

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN THE STATE OF ILLINOIS ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE CONSTRUCTION OF COVERED BICYCLE PARKING AT THE CONGRESS PARK METRA STATION

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14th DAY OF OCTOBER 2019

RESOLUTION NO. R - 2019- 52

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN THE STATE OF ILLINOIS ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE CONSTRUCTION OF COVERED BICYCLE PARKING AT THE CONGRESS PARK METRA STATION

WHEREAS, the Village of Brookfield (the "Village") and the State of Illinois are authorized by Article VII, Section 10 of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract are authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village and the State of Illinois desire to construct covered bicycle parking adjacent to the Congress Park Metra station within the Village's corporate boundaries (the "Project");

WHEREAS, the Village, Illinois, a municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Congestion Mitigation and Air Quality ("CMAQ Program") for the purpose of funding the Project in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the State of Illinois, through IDOT, has agreed to participate and provide the funding for the actual construction and construction engineering costs associated with the Project through the CMAQ Program at a level of 80% of the actual construction and construction engineering costs, but not to exceed an amount equal to

\$201,152.00, in accordance with the terms set forth in the attached LPA Agreement;
and

WHEREAS, the Village agrees to appropriate and authorize the expenditure of an amount equal to \$50,288.00 or as much as may be needed to match federal funds from the Village's Motor Fuel Tax Fund, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number DFK0 (929), State Job No. C-91-294-18, MFT Section No. 17-00130-00-MS; 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 enter into the LPA Agreement and to appropriate and authorize the expenditure of its Motor Fuel Tax Funds, or general corporate funds, for the Project and finds that entering into the LPA Agreement is in the best interests of the Village.

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 facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The LPA Agreement for the Project is hereby approved and the Village President shall be and is hereby authorized and directed to execute on behalf of the Village and the Village Clerk is hereby authorized and directed to attest the LPA Agreement in substantially the form attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village President, the execution of the Agreement being conclusive evidence of such approval.

Section 3: The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to \$50,288.00, from the Village's Motor Fuel Tax Fund, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number DFKO (929), State Job No. C-91-294-18, MFT Section No. 17-00130-00- MS.

Section 4: This resolution shall be in full force and effect upon its passage and approval in accordance with 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,
this 14th day of October 2019

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

Exhibit "A"

**LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND
BETWEEN THE STATE OF ILLINOIS ACTING BY AND THROUGH ITS
DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BROOKFIELD,
ILLINOIS, FOR THE CONSTRUCTION OF COVERED BICYCLE PARKING AT THE
CONGRESS PARK METRA STATION**



Local Public Agency Agreement



[Print Form](#) [Reset Form](#)
for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Brookfield		Cook	17-00130-00-MS
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
CMAQ			CMAQ
			MPO TIP Number
			05-18-0002

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-294-18	DFK0(929)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Brookfield Metra Station	N/A	0.04 Mi		

Location Termini

Current Jurisdiction	Existing Structure Number(s)	Add Location
N/A		Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Congress Park Metra Station	N/A			

Location Termini

Current Jurisdiction	Existing Structure Number(s)	Add Location
		Remove

PROJECT DESCRIPTION

Installation of covered bicycle parking facilities adjacent to the Brookfield METRA Station and the Congress Park METRA Station. Included at each location is a concrete pad, bicycle racks, bike repair station and a shelter.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's Share Balance** _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
 16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

X	1. Location Map
X	2. Division of Cost
X	3. LPA Appropriation Resolution
X	4. GATA Reporting

Add Row

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Kit Ketchmark

Title of Official

Village President

Signature

Date

--	--

The above signature certifies the agency's Tin number is 366005807 conducting business as a Governmental Entity.

Duns Number 070234664

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Chief Fiscal Officer (CFO)

Date

--	--

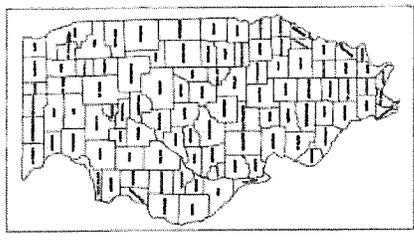
NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PLANS FOR PROPOSED FEDERAL AID HIGHWAY

**BROOKFIELD AND CONGRESS PARK METRA STATION
COVERED BICYCLE SHELTERS
SECTION NO.: 17-00130-00-MS
PROJECT NO.: DFKO(929)
VILLAGE OF BROOKFIELD
COOK COUNTY
C-91-294-18**

FILE NO.	SECTION	COUNTY	SHEET NO.	TOTAL SHEETS
17-00130-00-MS	0001	COOK	15	15
CONTRACT NO. 17-00130-00-MS				



STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

APPROVED: _____ IN _____
VICE PRESIDENT OF BROOKFIELD, ILLINOIS

PASSED: _____ IN _____
DIRECTOR OF LOCAL ROAD & STREET

FOR ROAD AND STREET REVIEW

PERSONAL ENGINEER

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

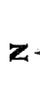
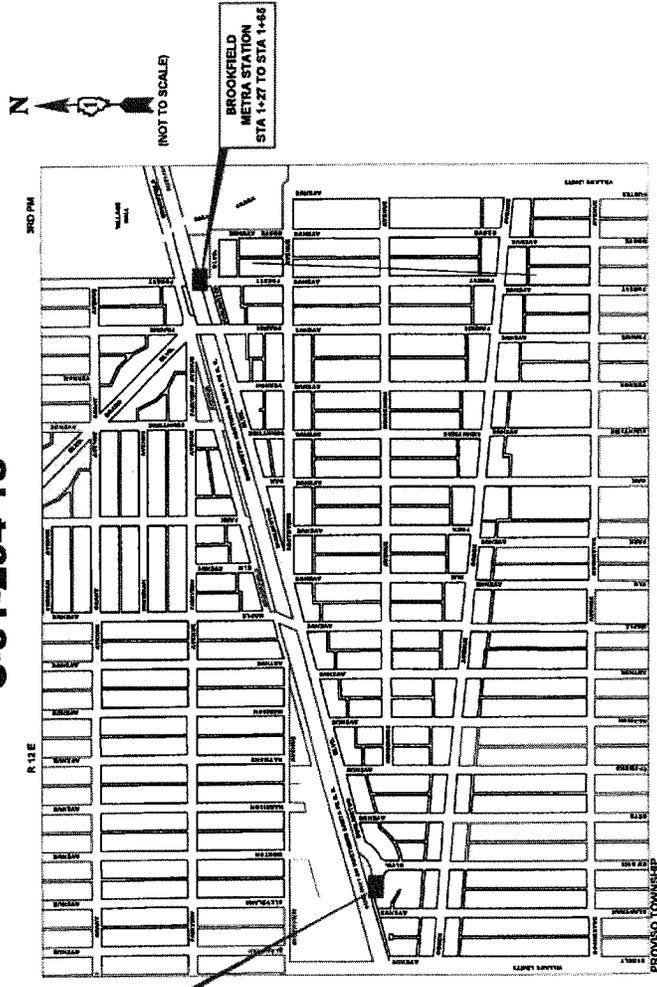


DESIGNED: _____
DATE: _____
LICENSE NUMBER: 112312

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FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MUST BE USED.

811 Know what's below.
Call before you dig.

AREA OF IMPROVEMENT
GROSS LENGTH OF IMPROVEMENT = N/A FT = N/A MI
NET LENGTH OF IMPROVEMENT = N/A FT = N/A MI

CONTRACT NO. 17-00130-00-MS

Location Map

RESOLUTION NUMBER _____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION TO BE ENTERED INTO BY THE VILLAGE OF BROOKFIELD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF THE IMPROVEMENTS ON BROOKFIELD AND CONGRESS PARK METRA COVERED BICYCLE PARKING PROJECT UNDER IDOT PROJECT NUMBER DFK0(929), STATE JOB NO. C-91-294-18, MFT SECTION NO. 17-00130-00-MS

WHEREAS, the President and Board of Trustees of the Village of Brookfield, Illinois, a municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Congestion Mitigation and Air Quality ("CMAQ Program") for the purpose of funding the covered bicycle parking improvements adjacent to the Brookfield and Congress Park METRA stations in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the improvements to be constructed under the LPA Agreement (Exhibit "A") consist of the covered bicycle parking improvements adjacent to the Brookfield and Congress Park METRA stations within the Village's corporate boundaries (the "Project"); and

WHEREAS, the State of Illinois, through IDOT, has agreed to participate and provide the funding for the actual construction and construction engineering costs associated with the Project through the CMAQ Program at a level of 80% of the actual construction and construction engineering costs, but not to exceed an amount equal to \$201,152.00, in accordance with the terms set forth in the attached LPA Agreement (Exhibit "A"); and

WHEREAS, the President and Board of Trustees of the Village of Brookfield agree to appropriate and authorize the expenditure of an amount equal to \$50,288.00 or as much as may be needed to match federal funds from the Village's Motor Fuel Tax Fund, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number DFK0(929), State Job No. C-91-294-18, MFT Section No. 17-00130-00-MS; and

WHEREAS, the President and Board of Trustees of the Village of Brookfield have the authority to approve and enter into the attached LPA Agreement (Exhibit "A") and to appropriate and authorize the expenditure of its Motor Fuel Tax Funds, or general corporate funds, for the Project and finds that entering into the LPA Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, ILLINOIS, AS FOLLOWS:

SECTION 1: Each paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Brookfield approve of the LPA Agreement for Federal Participation to be entered into with the Illinois Department

of Transportation ("IDOT"), a copy of which is attached hereto as Exhibit "A" and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to \$50,288.00, from the Village's Motor Fuel Tax Fund, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number DFK0 (929), State Job No. C-91-294-18, MFT Section No. 17-00130-00- MS. Further, the President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the LPA Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the LPA Agreement.

ADOPTED this ____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019, by the Village President of the Village of Brookfield, and attested by the Village Clerk on the same day.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT "A"

Local Public Agency Agreement for Federal Participation
Entered into Between
the Village of Brookfield and the Illinois Department of Transportation
{ "IDOT" }

(attached)

Addendum No.4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/Resource/ibrarv.aspx>)

RESOLUTION NO. R - 2019 - 53

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION
ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BY AND
BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF
BROOKFIELD, ILLINOIS, FOR THE CONSTRUCTION OF COVERED BICYCLE
PARKING AT THE CONGRESS PARK METRA STATION**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14th DAY OF OCTOBER 2019

RESOLUTION NO. R - 2019- 53

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE CONSTRUCTION OF COVERED BICYCLE PARKING AT THE CONGRESS PARK METRA STATION

WHEREAS, the Village and the State of Illinois desire to construct covered bicycle parking adjacent to the Congress Park Metra station (the "Project"); and

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public construction projects if authorized by a vote of two-thirds of the trustees then holding office; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for construction engineering services for the Project; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Co., has received a proposal from Edwin Hancock Engineering Co. to provide construction engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of construction engineering services for the Project in an amount not to exceed Twenty-Nine Thousand Six Hundred Ninety-Seven and 29/100 Dollars (\$29,697.29) as provided in the Construction Engineering Services Agreement for Federal Participation; and

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Construction Engineering Services Agreement for Federal Participation by and between the Village and Edwin Hancock Engineering Co. to supply professional engineering services for the Project;

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 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: The Construction Engineering Services Agreement for Federal Participation by and between the Village and Edwin Hancock Engineering Co. for the Project is hereby approved and the Village President shall be and is hereby authorized and directed to execute on behalf of the Village and the Village Clerk is hereby authorized and directed to attest Construction Engineering Services Agreement in substantially the form attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village President, the execution of the Agreement being conclusive evidence of such approval.

Section 3: This resolution shall be in full force and effect upon its passage and approval in accordance with 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,
this 14th day of October 2019

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

Exhibit "A"

CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF BROOKFIELD, ILLINOIS FOR THE CONSTRUCTION OF COVERED BICYCLE PARKING AT THE CONGRESS PARK METRA STATION

Local Public Agency Brookfield	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	L O C A L A G E N C Y	Consultant Edwin Hancock Engineering
County Cook			Address 9933 Roosevelt Road
Section 17-00130-00-MS			City Westchester
Project No. DFKO(929)			State IL
Job No. C-91-294-18			Zip Code 60154
Contact Name/Phone/E-mail Address Tim Wiberg/ 708-485-7344 twiberg@brookfieldil.gov			Contact Name/Phone/E-mail Address Jim Goumas/708-865-0300 jgoumas@ehancock.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Brookfield and Congress Park METRA Route _____ Length N/A Structure No. _____
Termini N/A

Description: Installation of covered bicycle parking facilities adjacent to the Brookfield METRA Station and the Congress Park METRA Station. Included is a concrete pad, bicycle racks, bike repair station and a shelter.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per element)
- Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or 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 such contract or grant, 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 grantee's or 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 an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above 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 convicted, as required by section S of the Drug Free Workplace Act.
 - (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 the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Edwin Hancock Engineering Co.	36-1185970	\$28,046.29
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$ 1,651.00
Sub-Consultant Total:		\$ 1,651.00
Prime Consultant Total:		\$28,046.29
Total for all Work:		\$29,697.29

Executed by the LPA:

Village of Brookfield

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Village _____ Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

Edwin Hancock Engineering Co.

ATTEST:

By: _____

By: _____

Title: Vice President

Title: President

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Brookfield
 Section Number 17-00130-00-MS
 Project Number DFKO(929)
 Job Number C-91-294-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>6/13/2018</u> Method(s) used for advertisement and dates of advertisement: <u>Placed on Village website on May 23, 2018 and ,</u> <u>It remained on website until closing date of proposals</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 15%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 19%;">Weighting</td> </tr> <tr> <td><u>Qualifications of Firm</u></td> <td><u>20</u> %</td> <td><u>References/Past Experience</u></td> <td><u>20</u> %</td> </tr> <tr> <td><u>Project Approach</u></td> <td><u>20</u> %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td><u>Staff capabilities</u></td> <td><u>30</u> %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td><u>Workload Capacity</u></td> <td><u>10</u> %</td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Qualifications of Firm</u>	<u>20</u> %	<u>References/Past Experience</u>	<u>20</u> %	<u>Project Approach</u>	<u>20</u> %	_____	_____ %	<u>Staff capabilities</u>	<u>30</u> %	_____	_____ %	<u>Workload Capacity</u>	<u>10</u> %	_____	_____ %
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<u>Workload Capacity</u>	<u>10</u> %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Director of Public Works, Village Planner</u> Top three consultants selected for this project in order: 1) <u>Edwin Hancock Engineering</u> 2) <u>Only One Received</u> 3) <u>Only One Received</u> If less than 3 responses were received, IDOT's approval date: <u>7/20/2018</u>																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Anthony Quigley, P.E.
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, , Illinois 60196

County Cook
Municipality Brookfield
Section 17-00130-00-MS
Route
Contract No. 61G07
Job No. C-91-294-18
Project DFKO(929)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)
Tim Wiberg, Village Manager

Alex Alejandro
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 15-10235.
I am a registered professional engineer in the state of Illinois with a degree in Civil Engineering from the University of Illinois. I have 15 years of experience serving as resident construction inspector for municipal projects that have been administered by IDOT and local agencies. I have been serving as the Resident Construction Supervisor on projects for the past nine years.

Date Signature of Applicant Job Title of Applicant
Engineer V

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Village of Brookfield
Covered Bicycle Parking Project
Section No.: 17-00130-00-MS
Project No. DFKO(929)

The project is scheduled for the November 2019 letting and construction is slated to begin in spring of 2020. Construction is scheduled to take 3 months to complete. We anticipate that all paperwork and the final pay estimate will be completed by November 2020.

Village of Brookfield
Covered Bicycle Parking Project
Section No.: 17-00130-00-MS
Project No. DFKO(929)

Scope of Services

To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:

- a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
- b. Checking of shop and equipment drawings.
- c. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- d. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- e. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- f. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- g. Providing line-and-grade staking.
- h. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- i. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- j. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
- k. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
- m. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
- n. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
- o. Revision of contract drawings to reflect as built conditions.
- p. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
- q. Performing final inspection of all improvements.

Village of Brookfield
Covered Bicycle Parking Project
Section No.: 17-00130-00-MS
Project No. DFKO(929)

The project is scheduled for the November 2019 letting and construction is slated to begin in spring of 2020. Construction is scheduled to take 3 months to complete. We anticipate that all paperwork and the final pay estimate will be completed by November 2020.

EDWIH HANCOCK ENGINEERING

HOURLY SALARY RANGE - ENGINEER'S REGULAR SCALE

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
ENGINEER - VI	\$ 50.00	\$ 65.00
ENGINEER - V	35.00	55.00
ENGINEER - IV	30.00	45.00
ENGINEER - III	28.00	38.00
ENGINEER - II	24.00	32.00
ENGINEER - I	20.00	28.00
CADD MANAGER	30.00	40.00
CADD TECHNICIAN - II	25.00	30.00
CADD TECHNICIAN - I	20.00	25.00
ENGINEERING TECHNICIAN - VI	35.00	40.00
ENGINEERING TECHNICIAN - V	25.00	35.00
ENGINEERING TECHNICIAN - IV	20.00	28.00
ENGINEERING TECHNICIAN - III	15.00	20.00
ENGINEERING TECHNICIAN - II	10.00	15.00
ENGINEERING TECHNICIAN - I	10.00	12.00
ADMINISTRATIVE ASSISTANT	25.00	40.00

2018- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

EDWIN HANCOCK ENGINEERING

PAYROLL BURDEN AND FRINGE COSTS

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
(Federal Insurance Contributions Act)	
(State and Federal Unemployment Insurance)	11.68%
(Worker's Compensation Insurance)	
Paid Holidays, Vacation, Sick Leave, Bonuses	35.69%
Retirement Plan	13.64%
Group Insurance	<u>20.80%</u>
TOTAL PAYROLL BURDEN AND FRINGE COSTS	81.81%

2018– STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

EDWIN HANCOCK ENGINEERING

OVERHEAD AND INDIRECT COSTS

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
Taxes except Federal Income Tax	3.19%
Business Insurance, (except key-man insurance) Accident, Liability and Valuable Papers	2.87%
Depreciation and Amortization	2.97%
Administrative, Unassignable Staff Time, Recruiting, Training and Education, Severance, Negotiating New Business, and Office Accounting, Clerical and Secretarial Wages and Salaries	9.67%
Reproduction, Printing Costs, Office Supplies and Postage	3.25%
Professional Services including Specialists, Legal, Accounting, etc.	3.16%
Outside computer services	2.21%
Employee Travel Expense not assigned to clients, in state only	5.24%
Telephone and pager	1.62%
Fees, Licenses, Dues, Publications (Technical and Professional) Tuitions and Seminars	0.77%
Business Space Utilities and Maintenance	1.71%
Rental and Maintenance of Equipment	1.66%
Miscellaneous Expense	0.32%
Facilities Capital Cost of Money	<u>0.70%</u>
TOTAL OVERHEAD AND INDIRECT COSTS	39.34%

2018– STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION



PROPOSAL

July 22, 2019

To: James Goumas
Principal
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154
(708) 865-0300

Re: **Quality Assurance Testing Services**
Brookfield Covered Bicycle Parking
Brookfield, IL

Proposal No. Q19.313

Via email: jggoumas@ehancock.com

Dear Mr. Goumas,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you on July 18, 2019 and the following outlines our understanding of the requested scope of services:

Project Name and Description

Covered Bicycle Parking – Brookfield, IL

General Scope of Services

EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on July 18, 2019, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
CONCRETE	2	Half (4 hours)
		*Portal to Portal

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr)		Project Manager (hr)		Cylinders (each)	Sample Pickup
			4	1	0.5	4	1	
			\$96.00	\$65.00	\$125.00	\$17.00	\$246.00	
Portland Cement Concrete Sidewalk 5-inch	960	SF	4	1	0.5	4	1	
Portland Cement Concrete Sidewalk 6-inch	768	SF	4	1	0.5	4	1	
			8	2	1	8	2	
GRAND TOTAL = \$1,651.00			\$768.00	\$130.00	\$125.00	\$136.00	\$492.00	

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:
<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm. After hours calls can go to Tim Dunne's cell phone at 847-343-0749.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____ , 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No: _____ Purchase Order No.: _____
- 4. Project Manager: _____ Telephone No.: _____
- 5. Site Contact: _____ Telephone No.: _____
- 6. Number and Distribution of Reports:
 - () Copies To: _____ () Copies To: _____
 - Attn: _____ Attn: _____
 - Email: _____ Email: _____

 - () Copies To: _____ () Copies To: _____
 - Attn: _____ Attn: _____
 - Email: _____ Email: _____
- 7. Invoicing Address: _____

Attn: _____
Email: _____
- 8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
Schedule of Construction Materials Testing Services & Fees through March 1, 2020 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 90.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 96.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 144.00
Per Hour Overtime Sundays and Holidays	\$ 192.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 100.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 150.00
Per Hour Overtime Sundays and Holidays	\$ 200.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 40.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.

- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: PHONE (A/C No, Ext): 630 625-5219 FAX (A/C No): 810 537-4839 E-MAIL ADDRESS: laurie.cloninger@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : RLJ Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLJ Insurance Company	13056	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123														

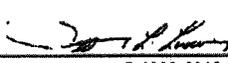
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

NR	TYPE OF INSURANCE	ADDL SUBR INBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2018	09/01/2019	COMBINED SINGLE UMLTY (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2018	09/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Monday in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002789	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			RDP0033808	09/01/2018	09/01/2019	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Rubino Engineering, Inc.	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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the Subconsultant shall be defined as:

Rubino Engineering, Inc.

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability -
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence - Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation - Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.



Request For Board Action

REFERRED TO BOARD: October 14th, 2019

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community & Economic Development Department
(CEDD)

SUBJECT: Approval of Amendment to Chapter 42 of the Village Code Pertaining to the Sign Code (PZC 19-05)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village is the applicant for PZC Case 19-05, and requests approval of an amendment to the Sign Code. If approved, Chapter 42 of the Village Code would be amended as written in the attached Ordinance.

This was recommended by the Planning and Zoning Commission at their August 22nd, 2019 meeting. This item was discussed by the Village Board on September 9th, 2019 at the Committee of the Whole. Since then, staff has worked with the Village Attorney to clarify definitions in the code and ensure that there are no contradictions. Staff also attended the Chamber of Commerce Board Meeting on September 19th to present the proposed changes and answer questions. If approved, some of the major changes to the Sign Code will be:

- The addition of tables that differentiate permitted sign types by zoning district. The current sign code regulates all signs in the Village the same way. The draft amendment proposes to permit and prohibit certain sign types based on the zoning district. Sign regulations in the draft amendment are differentiated between pedestrian oriented areas (like Broadway Avenue and Grand Boulevard) and auto-centric corridors (like Ogden Avenue.) The draft amendment includes two tables - one for permanent sign types and one for temporary sign types. This provides an easy visual for the user to navigate and quickly determine which sign type is permitted where.
- Stricter timeline regarding the removal of obsolete signs (signs which advertise a business which is not being presently conducted upon the premises or advertises a service, commodity or activity not sold or offered upon the premises).
- Stricter timeline regarding the removal of non-conforming signs that have been discontinued or abandoned. The draft amendment will also require the removal of non-conforming sign structures instead of just the sign face.

- Reduction of the permitted height of a freestanding sign from 35 feet to 15 feet. In addition, the draft amendment will only permit freestanding signs of 15 feet in height on Ogden Avenue.
- Reduction of the maximum percentage of window coverage for signs from 40% to 25%. This will be enforceable when the Ordinance goes into effect.
- Removal of all regulations that are not content neutral in accordance with Reed v. Town of Gilbert (2015), a United States Supreme Court Case which ruled that content based sign ordinances violate the first amendment.
- The addition of a historic sign designation, which would protect and preserve signs that are obsolete or non-conforming but add character or historic value to the community. The historic sign designation process would involve a public hearing before the Planning and Zoning Commission, and then approval by the Village Board. The designation would last for five years before needing to be renewed.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. [Ordinance](#)

RECOMMENDED MOTION:

Review and approval of amendment to the sign code by Village Board of Trustees.

ORDINANCE NO. 2019 - 50

**AN ORDINANCE AMENDING CHAPTER 42 ENTITLED "SIGNS" 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 the Village of
Brookfield, Illinois,
this 14th day of October 2019

ORDINANCE NO. 2019 - 50

AN ORDINANCE AMENDING CHAPTER 42 ENTITLED “SIGNS” OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Sections 11-80-14 and 11-80-15 of the Illinois Municipal Code (65 ILCS 5/11-80-14 and 1180-15) authorizes the corporate authorities of the Village of Brookfield, Illinois (the “Village”) to regulate and prevent the use of streets, sidewalks, and public property for signs, sign posts, awnings, awning posts, telegraph poles, watering places, racks, posting handbills and advertisements and to regulate the character and control the location of billboards, sign boards, and signs upon vacant property and upon buildings; and

WHEREAS, the corporate authorities of the Village deem it to be in the best interests of the Village and its residents to amend its regulations regarding signs in the Village of Brookfield;

NOW, THEREFORE, BE IT ORDAINED, by the Village President and 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. Chapter 42 entitled “Signs” of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 42-1. - Purpose.

This chapter is adopted for the following purposes:

- (1) To preserve and protect the public health, safety and welfare by regulating outdoor advertising and signs of all types.

- (2) To maintain the inherent right of business to communicate reasonably, and identify their products and services by promoting the reasonable, orderly and effective display of signs and outdoor advertising.
- (3) To enhance the physical appearance of the village, making it a more enjoyable and pleasing community.
- (4) To reduce the sign or advertising distractions which may increase traffic accidents and result in visual congestion for pedestrians.
- (5) To acknowledge the appropriate display of signs as necessary to public service and to the conduct of competitive commerce.
- (6) To protect the right of free speech as exercised through the use of signs.

Sec. 42-2. - 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:

A-Frame sign means any sign that is not permanently affixed to a building structure, or the ground; a sign designed to be moved from place to place. A-Frame signs primarily include signs attached to wood or metal frames designed to be self-supporting and movable; and paper, cardboard, or canvas signs wrapped around supporting poles.

Ad bench sign means a bench sign used for advertising.

Animated sign means a sign or part of a sign which changes physical position by any movement or rotation or any sign which presents the illusion of movement.

Attention-getting device means any propeller, spinner, streamer, search light, balloon and similar device or ornamentation designed for purposes of promotion or advertising or attracting of promotion or advertising or attracting attention.

Awning sign or canopy sign means any fixed, retractable or removable awning or canopy sign projected over, suspended above, or erected upon any public thoroughfare.

Banner-flag sign or feather flag sign means a sign made of lightweight fabric or other flexible material that is mounted to a pole and is easily movable.

Banner sign means a sign typically made of lightweight fabric or other flexible material with or without a frame.

Billboard or poster board means a single- or double-faced sign permanently erected on the premises, including changeable copy signs, used for the display of information not associated with the establishment located on the same premises as such sign.

Business sign means a sign that directs attention to or advertises a business or profession conducted upon or to a commodity, service or entertainment sold or offered upon the zoning lot upon which such sign is erected.

Changeable copy sign means a sign wherein provision is made for the manual change of letters or characters in the field in or upon the surface area of the sign.

Discontinuance of operations means the abandonment, the cessation, or termination of a use or activity, regardless of any intent to resume or not to abandon such use. 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 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 determining the discontinuance for purposes of this definition

Erect means to build, construct, attach, hang, place, suspend, or affix and shall also include the painting of all signs.

Externally illuminated sign means a sign illuminated by a source of light which is cast upon, or falls upon, the surface or face of the sign to illuminate by reflection only.

Flashing sign means any directly or indirectly illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

Freestanding sign means a sign completely or principally self-supported by posts or other supports independent of any building or other structure and anchored in or upon the ground.

Identification sign means a sign which states the company name of any business including both national company and/or proprietor.

Internally illuminated sign means a sign, all or any part of the letters or design of which is made of incandescent, neon, or other types of lamps; a sign with painted, flush or raised letters lighted by an electric lamp attached thereto; a sign having a border of incandescent or fluorescent lamps thereto attached and reflecting light thereon; or a translucent sign, whether lighted by electricity or other illuminant.

Monument sign means a sign mounted to a freestanding base where the sign face's width is equal to or greater than the height.

Nameplate means a sign is affixed to or in front of a multi-family development and does not exceed two square feet in area.

Nonconforming sign means a sign, lawful at the time of the enactment of this chapter, which does not comply with all of the regulations of this chapter or any amendment hereto governing the use of signs.

Obsolete sign means a sign which advertises a business which is not being presently conducted upon the premises or advertises a service, commodity or activity not sold or offered upon the premises on which the sign is located.

Off-premises sign means a sign which directs attention to or advertises a use, business, commodity, service or activity not sold or offered upon the premises where the sign is located. (The term "off-premises sign" also includes those signs commonly known as business signs, billboards and poster panels.)

Permittee means a person to whom a permit has been issued pursuant to the provisions of this chapter.

Projecting sign means a sign supported by a wall which projects more than 12 inches over any street, public sidewalk, alley or public way or public easement; or which projects more than 12 inches from the face of any building, structure or supporting wall. Any sign suspended under a marquee and in a place approximately perpendicular to the wall of the adjoining building shall not be deemed to be a projecting sign.

Roof sign means a sign erected, constructed or maintained in whole or in part upon or over the roof of a building or structure. Roof signs shall not include those signs maintained upon the lower slope of a mansard roof which do not extend above the uppermost point of the lower slope. Such signs shall be classified as wall signs.

Shopping center means any concentration of retail stores and service establishments in one or more buildings under single ownership or management with common parking facilities.

Sign means any object, device, display, or structure or part thereof including any supports or appurtenant members which is used primarily to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, project, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion illumination, or projected images. The term "sign" includes, but is not limited to, every projecting sign, banner sign, banner-flag sign, wall sign, roof sign, billboard, poster board, free-standing sign, monument sign, window sign, vehicle sign, awning, canopy, marquee, changeable copy sign, illuminated sign, flashing sign, animated sign, A-frame sign, temporary residential sign, temporary sign, pennant, valance, or other attention getting device, or other display whether affixed to a building or separate from any building.

Sign surface area is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment and symbols, but excluding the supporting structure which does not form part of the sign proper or of the display. The area of a sign composed of characters or words attached to a wall and/or window surface shall be the smallest rectangle which encloses the whole group. In the case of a freestanding sign or monument sign designed with more than one exterior surface containing items of information, the sign surface area shall be computed as including only the maximum single display surface which is visible from any one ground position.

Sign base means the column or structure beneath a freestanding sign or monument sign.

Sign copy means the area of a sign that is occupied by text, pictures, logos or symbols, but excluding the supporting structure of a sign and any part of the sign face that is not occupied by text, pictures, logos or symbols.

Sign area is measured as the area of a sign that is occupied by sign copy, but excludes the supporting structure of the sign and any part of the sign face that is not occupied by sign copy.

Sign face is the area of a sign that includes sign copy and background. Sign face does not include any supporting structures, framework or bracing unless such structures are part of the sign copy or face. Sign faces are permitted to be double sided.

Sign structure means any physical component or material which supports, has supported or is capable of supporting or helping to maintain a sign in a stationary position.

Temperature signs are devices that periodically display the current temperature.

Temporary residential sign means a sign displayed for a limited period of time on a residential lot. These signs typically are made of a lightweight fabric or paper material. They shall not be permanently affixed to the lot. The sign structure shall be easily removable.

Temporary sign means a sign, as defined in this section, displayed for a limited period of time.

Time sign means a device that periodically displays the time of day.

Wall sign means a sign mounted or attached to the exterior wall of a building or structure in a plane parallel to that of the supporting wall. A wall sign may not project more than 12 inches from the plane of the structure to which it is attached.

Wayfinding sign means a permanent sign used for the purpose of identifying or directing people to a neighborhood or district.

Window sign means a sign, affixed to or placed against any window or which is placed in a display case for view from the outdoors through a window which such sign is visible from any public right-of-way.

Sec. 42-3. - Applicability; exceptions.

The following are not regulated by this chapter:

- (1) Signs not visible beyond the boundaries of the lot or parcel upon which they are situated or from any public thoroughfare or right-of-way.
- (2) Official signs of any public or governmental agency.
- (3) Any sign of any official court or public office notices thereof, or any flag, emblem or insignia of a government, school, or religious group.
- (4) Any sign which is located completely within an enclosed building, and which sign is not visible from outside of the building.
- (5) Any official traffic signs authorized by state law.

- (6) Signs on a truck, bus, trailer, or other vehicle used in the normal course of a business which is not primarily the display of such signs.
- (7) Changing of the sign copy of a changeable copy sign, bulletin board, display encasement or maintenance where no structural changes are made, or changing of interchangeable letters on signs designed for use of interchangeable letters.
- (8) Private (noncommercial) nameplate identification signs or street address identification signs when such signs do not exceed two square feet in area.
- (9) Tablets, such as memorials, cornerstones, name of a building, or date of erection, when built into the walls of the building or affixed thereto.
- (10) No trespassing signs, warning signs (e.g., "Beware of Dog") and other such signs regulating the use of property when such signs do not exceed two square feet in area.
- (11) Advertisement signs for businesses sold by groups or associations organized for the purpose of sponsoring or promoting youth sports in the village, provided that such signs shall not exceed three feet by five feet in area, shall only be affixed to fences and backstops associated with athletic fields used by the sports organizations and that such signs shall not be posted for more than 120 consecutive days in a calendar year.

Sec. 42-4. - Administration; conflicting provisions.

It shall be the duty of the Department of Community and Economic Development to administer and enforce the provisions of this chapter, the same to be done in conjunction with the building codes of the village. In case of a conflict between any of the provisions of this chapter and those of the building code, in a given instance, the more restrictive of the two shall govern.

Secs. 42-5—42-26. - Reserved.

ARTICLE II. - PERMITS

Sec. 42-27. - Required.

Before erecting, converting, enlarging, reconstructing, structurally altering or rearranging any sign, other than those signs for which permits are not required by this chapter, or changing or replacing a sign face, application shall be made in writing upon a form furnished by the Department of Community and Economic Development.

Sec. 42-28. - Application contents.

The application shall include the following information:

- (1) Name, address and telephone number of the permittee and the sign erector.

- (2) The location by street and number, dimensions, height, design of the sign, proposed placement and color.
- (3) Plans showing the definite dimensions, method of construction, type of material utilized and installation and support.
- (4) Any other pertinent data as may be required by the village building codes and permit applications to provide for the enforcement of this chapter.

Sec. 42-29. - Fees.

The application for a permit under this article shall be accompanied by a permit fee in the amount provided in the village fee schedule.

Secs. 42-30—42-54. - Reserved.

ARTICLE III. - CONSTRUCTION AND MAINTENANCE

Sec. 42-55. - Compliance with building and zoning regulations required.

- (a) All signs shall be constructed of approved materials and shall comply with the requirements of village building codes and any amendments thereto as adopted by the village from time to time.
- (b) All signs in which any electrical wiring or connections are to be used shall comply with the village electrical code and any amendments thereto as adopted by the village from time to time.
- (c) No sign shall be permitted in any zoning district except in conformity with the zoning requirements of the village.

Sec. 42-56. - Illumination.

- (a) Signs shall be illuminated only by steady, stationary shielded light sources directed solely at the sign, or internal to it, without creating a traffic hazard for motorists or pedestrians. Illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign. Bare neon signs are prohibited.
- (b) It shall be unlawful for any person to maintain any sign which is wholly or partially illuminated by floodlights or spotlights unless the source of lighting is not visible from any right-of-way. In addition, all light sources shall be so shielded so as not to cause direct light upon adjacent properties.

Sec. 42-57. - Safety glass and shatterproof plastic required.

Any glass forming a part of any sign shall be safety glass. Any plastic forming a part of any sign shall be of a shatterproof material.

Sec. 42-58. - Sign maintenance.

- (a) The owner of any sign shall paint and maintain all parts and supports thereof as necessary to prevent rusting, rotting, cracking, or deterioration.

- (b) If a deteriorated sign and supporting members are not brought into a state of code compliance within 45 days from time of notification, the sign shall be subject to normal code enforcement procedures.
- (c) If such sign is declared by the Chief Building Inspector to be an immediate hazard affecting the health, safety and general welfare of the public, orders shall be issued to remove the sign and supporting members immediately.

Sec. 42-59. - Location restrictions.

- (a) Signs within the village shall be subject to the following requirements:
 - (1) No sign shall be erected in a location prohibited by this chapter. No sign shall be erected so as to prevent free ingress to or egress from any door or window, or any other way required by the building code of the village and amendments thereto, or by the fire department regulations.
 - (2) No person shall paint, mark, write on, or pose or otherwise affix, any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or cable communications or telephone or telegraph pole, or wire appurtenance therefore, or upon any fixture of the fire alarm or police telegraph or communications system or upon any lighting system, public bridge, drinking fountain, life buoy, life preserver, life boat or other lifesaving equipment, street sign or traffic sign.
 - (3) No sign shall be located, erected or maintained upon any right-of-way or parkway for any purpose, except:
 - a. Street identification signs, public information directional signs and traffic control signs conforming to the Manual of Uniform Traffic Devices erected by the village or other governmental entity having jurisdiction of the right-of-way; or
 - b. In commercial zoning districts, banners erected by the village of uniform size not greater than 42 inches by 84 inches attached not less than eight feet above grade level to street lighting standards.
 - (4) Any sign which from the street is in direct line of vision of any traffic sign or signal is prohibited.
 - (5) All signs which are declared to be a traffic hazard by the Chief of Police or Village Engineer shall be relocated or rearranged in accordance with safety standards within 45 days from the time of notification, unless such sign is declared by the Chief of Police or Village Engineer to be an immediate hazard affecting the public health, safety and general welfare.

- (6) No sign permitted under this chapter shall be allowed or maintained if the sign shall in any way violate the Highway Advertising Control Act of 1971, 225 ILCS 440/1 et seq.
 - (7) No sign shall be located so as to project above the top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette, but in any case should not exceed a maximum of 35 feet from the ground to the top of the sign.
 - (8) All signs shall be subject to the sight triangle analysis according to the latest edition of "A Policy on Geometric Design of Highways and Streets," published by the American Association of State Highway and Transportation Officials (AASHTO). This analysis shall be done upon the submission of the sign permit.
- (b) Any sign erected in violation of this section is subject to immediate removal at the sign owner's expense.

Sec. 42-60. - Insurance required for certain signs on or above public ways.

The owner of any sign overhanging or situated upon a street, public sidewalk, alley or public way or easement shall be required to post and maintain a certificate of insurance covering liability as long as the sign remains in place.

Sec. 42-61. - Prohibited and restricted signs.

The following signs are prohibited, or restricted as provided in this section, unless otherwise specifically provided in this chapter:

- (1) Animated signs.
- (2) Attention-getting devices (except as otherwise provided in section 42-148).
- (3) Banner-flag signs.
- (4) Billboards or poster boards.
- (5) Flashing signs.
- (6) Marquee signs.
- (7) Obsolete signs, to be removed within 30 days from the date of the corresponding business' discontinuance of operations.
- (8) Off-premises signs.
- (9) Roof signs.
- (10) Signs that move or have moving parts, with movement caused by the wind or mechanically.
- (11) Signs in conflict with traffic signals.
- (12) Signs painted on the walls of a building.

Secs. 42-62—42-84. - Reserved.

ARTICLE IV. - DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

Sec. 42-85 Permanent Signs Permitted by District.

The following types of permanent signs are permitted in the following districts. In the event that the provisions in Section 42-86 and the table disagree, the table shall govern:

Sign Type	Residential Districts	Station Area Districts		Commercial Districts			Industrial Districts	Open Space Districts
		SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5		
	A, A-1, A-2, A-3, B, B-1	SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5	I-1, I-2	S-1, S-2
Awning /Canopy Signs	○	●	○	●	●	●	●	●
Changeable Copy Manual Signs	○		○					
Freestanding Signs				●				
Monument Signs	○	□	○	●		●	●	●
Nameplate Signs for Multi-Family Buildings	●	●	●		●	●		
Projecting Signs	○	●	○	●	●	●	●	●
Wall Signs	○	●	○	●	●	●	●	●
Window Signs		●		●	●	●	●	●

- = Permitted
- = Permitted for non-residential uses
- = Permitted for non-residential uses in SA 3 only

Sec. 42-86 Permanent Sign Regulations.

(1) Regulations for All Permanent Sign Types

A. Sign Copy and Sign Face

All permanent signs shall have at least 50% of the sign face occupied by sign copy. This does not apply to a blank side of a double-sided permanent sign.

B. Aesthetics

All permanent signs shall use colors which are restrained or harmonious with each other and to the building which they reflect.

C. Total Number of Signs

Each lot is permitted to have two permanent sign types, provided they are both permitted.

D. All permanent signs are permitted to have double sided sign faces.

(2) Permanent Sign Types

A. Awning and Canopy Signs

Awning and Canopy signs shall be permitted subject to the following:

1. Location:

(a) Awning and canopy signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 District. They are also permitted in the A, A-1, A-2, A-3, B, and B-1 District for non-residential uses.

(b) There shall be established a minimum of seven feet of clearance from ground level to the lowest element of the awning or canopy sign.

(c) The top of any awning or canopy, including its structural elements, shall be no higher than the height of the building or 15 feet above grade, whichever is lower.

2. Size:

(a) Neither the body of the awning or canopy nor its supports shall be allowed to project more than five feet from the wall of any building; however, in no case shall such projection be permitted to infringe on any adjacent lot, parcel or tract.

- (b) Lettering, numbers, symbols, characters, trademarks, and the like appearing upon the body or apron of any awning shall not exceed 30% of the area of the awning or canopy.
- (c) There is hereby established a limit of two lines of letters and numeric characters permitted upon any awning or canopy.

3. Display Standards

Awning and canopy signs must be one color and compatible with the color scheme of the facade.

B. Changeable Copy Signs

Changeable copy signs shall be permitted subject to the following:

1. Location:

- (a) Changeable copy signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 zoning districts for non-residential uses.
- (b) No sign shall be located closer than 15 feet to any other lot, parcel or tract.

2. Size:

- (a) No sign shall exceed 30 square feet in area.
- (b) No sign shall project higher than 72 inches above the ground level at the base of the sign.

3. Display

- (a) If a changeable copy sign takes the form of a monument sign, it shall follow the regulations for landscaping around monument signs in Section 42-86.2.D.3.
- (b) There shall be no more than one changeable copy sign per lot, parcel or tract.

C. Freestanding Signs

Freestanding signs shall be permitted subject to the following:

1. Location:

- (a) Freestanding signs are permitted in the C-1 zoning district.

- (b) Freestanding signs shall be permitted in front yards only.
- (c) No freestanding sign may be erected on, over or within five feet of any public right-of-way.

2. Size

- (a) No freestanding sign shall exceed 50 square feet in area.
- (b) Freestanding signs shall be no higher than 15 feet above the curb level.
- (c) The base of all freestanding signs must measure at least 2 feet in width or diameter.

3. Display Standards

There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

D. Monument Signs

Monument signs shall be permitted subject to the following:

1. Location

- (a) Monument signs are permitted in the C-1, C-4, C-5, I-1 and I-2 zoning districts. Monument signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 3, SA 5, SA 6 zoning districts for non-residential uses.
- (b) Monument signs shall be permitted in front yards only.
- (c) No monument sign may be located within five feet of any public right-of-way.

2. Size

- (a) No monument sign shall exceed 40 square feet in area.
- (b) Monument signs shall be no higher than 8 feet above grade.
- (c) The base of all monument signs must measure at least 2 feet in width or diameter.

3. Display Standards

- (a) Monument signs shall have landscaping around the base of the sign. The landscape area shall extend a minimum of three feet in width on all signs of the sign base and shall consist of shrubs, perennials and/or other vegetative groundcover. This should be indicated on the rendering of the sign or by a list of plantings included with the sign permit application.
- (b) There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

E. Nameplate Signs for Multi-Family Buildings

Nameplate signs for multi-family buildings shall be permitted subject to the following:

1. Location

- (a) Nameplate signs for multi-family buildings are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-3, C-4 and C-5 zoning districts.
- (b) Nameplate signs shall be affixed to the building or located in front yards only.
- (c) No nameplate sign shall be located less than 15 feet from the property line.
- (d) No nameplate sign shall project higher than 7 feet above ground level at the base of the sign.

2. Size

No nameplate sign shall exceed 2 square feet in area.

3. Display

There shall be no more than one nameplate sign for each dwelling unit.

F. Projecting Signs

Projecting signs shall be permitted subject to the following:

1. Location

- (a) Projecting signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts. Projecting signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.
- (b) No projecting sign shall be mounted higher than 16 feet from the ground level.
- (c) No projecting sign shall extend higher than the roof of a building except in the case of one-story buildings, where signs shall be permitted to exceed the roof height by two feet.
- (d) No projecting sign shall be lower than 13 feet from the ground to the bottom of the sign.
- (e) A maximum of one pedestrian scaled projecting sign is permitted for every 30 feet of storefront façade.

2. Size

No projecting sign in the SA 1, SA 2, SA 3, SA 4, SA 5, or SA 6 zoning districts shall exceed 7 square feet in area. No projecting sign in any other district shall exceed 20 square feet in area.

3. Display

There shall be no more than one projecting sign on buildings with frontage on one street. Corner buildings with frontage on two streets shall be permitted to have one sign per frontage.

G. Wall Signs

Wall signs shall be permitted subject to the following:

1. Location

- (a) Wall signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. Wall signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.
- (b) Wall signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

(c) Wall signs shall be located within or shall not extend more than 12 inches from the wall of the building. Any sign attached to the wall of a building shall be attached in such a manner that the face of the sign is substantially parallel to the wall.

2. Size

(a) The maximum overall vertical dimension of wall signs shall be four feet.

(b) No wall sign shall exceed 1 square foot per linear foot of zoning lot frontage, or 100 square feet, whichever is less.

3. Display Standards

If a raceway is visible as part of a wall sign, the color of the raceway must match the color of the exterior of the façade.

H. Window Signs

Window signs shall be permitted subject to the following:

1. Location

Window signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts.

2. Size

Window signs shall not exceed 25% of the window area. This shall be enforceable for temporary and permanent window signs, and shall be enforceable regardless of when the window signs were installed.

Sec. 42-87 Temporary Signs Permitted by District.

The following types of temporary signs are permitted in the following districts:

Sign Type	Residential Districts	Station Area Districts		Commercial Districts			Industrial Districts	Open Space Districts
		SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5		
	A, A-1, A-2, A-3, B, B-1	SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5	I-1, I-2	S-1, S-2
A-Frame Signs		●	○		●	●		
Banner Signs	○	●	○	●	●	●	●	●
Temporary Residential Signs	●	●	●	●	●	●		

● = Permitted

○ = Permitted for non-residential uses

Sec.42-88 Temporary Sign Regulations

(1) Temporary Sign Types

Each business is permitted have one temporary sign type at a time.

A. A-Frame Signs

A-Frame signs shall be permitted subject to the following:

1. Location

(a) A-Frame signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-3, C-4, and C-5 districts. They are also permitted in the SA 5 and SA 6 district for non-residential uses.

(b) A-Frame signs may be located on the sidewalk, but at least four feet of sidewalk must be maintained so as not to interfere with pedestrian traffic or accessibility.

2. Size

(a) A-Frame signs shall not exceed 4 feet in height.

(b) A-Frame signs shall not exceed 8 square feet in area.

3. Display Standards

- (a) A-Frame signs may be displayed on a daily basis.
- (b) A-Frame signs must be removed during times when the business is closed.
- (c) A maximum of one A-Frame sign shall be permitted per non-residential use.

B. Banner Signs

Banner signs shall be permitted subject to the following:

1. Location

- (a) Banner signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. They are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 districts for non-residential uses.
- (b) Banner signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

2. Size

No banner sign shall exceed 80 square feet.

3. Display Standards

- (a) Banner signs shall be displayed for no more than one 30 day period in one calendar year.
- (b) If the sign refers to a specific event or occurrence, the sign shall be removed within three days after said event or occurrence.
- (c) A maximum of one banner sign is permitted per non-residential use.

C. Temporary Residential Signs

Temporary residential signs are permitted without a permit if they conform to the standards listed in this section. Temporary residential signs shall be permitted subject to the following:

1. Location
 - (a) Temporary residential signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-1, C-3, C-4, and C-5 districts.
 - (b) Temporary residential signs shall be located no closer than 3 feet from the property line. Signs shall also be located at least 15 feet from any other lot, parcel or tract.
2. Size
 - (a) No temporary residential sign shall exceed 6 square feet in area.
 - (b) No temporary residential sign shall project higher than 42 inches above the ground level at the base of the sign.
3. Display Standards
 - (a) If the sign is associated with an event or sale, the sign shall not be allowed to be maintained for more than three days after the event, closing of the sale or rental of the property.
 - (b) A maximum of two temporary residential signs are permitted per property.

Secs. 42-88—42-168. - Reserved.

ARTICLE V. - NONCONFORMING SIGNS

Sec. 42-169. - Continuation conditionally authorized.

All signs , except for window signs, representing existing uses legally in existence on the effective date of the ordinance from which this chapter is derived that are not in compliance with the intent of this chapter and which exist in a structurally safe and sound manner, shall be termed legal nonconforming signs and may be continued only as provided in this chapter. Permanent and temporary window signs shall be in compliance with this chapter.

Sec. 42-170. - Lapse, discontinuance or abandonment of nonconforming status.

Whenever a nonconforming sign structure has been discontinued or abandoned for advertising purposes for a period of 30 days, or when the corresponding non-residential use had a discontinuance of operations at the subject premises for 30 days, the non-conforming sign structure shall be removed. Subsequent signs on the property shall hereafter be in conformity with the regulations of this Code.

Sec. 42-171. - Normal maintenance permitted.

Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming use.

Sec. 42-172. - Structural alteration, enlargement or extension prohibited; exception.

No structural alteration, enlargement or extension shall be made for a nonconforming sign, unless the alteration is required by law or the alteration will actually result in the elimination of the nonconforming use.

Sec. 42-173. - Damage to or destruction of nonconforming sign.

- (a) If a nonconforming sign is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at that time, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this Code.
- (b) In the event the damage or destruction is less than 50 percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition and use until the nonconforming sign is otherwise abated by the provisions of this Code.
- (c) In either event, restoration or repair of the sign must be started within a period of six months from the date of damage or destruction and diligently pursued to completion.
- (d) In every case, the reconstructed sign shall conform to the building and electrical codes in force at the time of its reconstruction, except where such sign is in a condition which causes a peril to the public health, safety and welfare. If the sign exists as a peril, the Chief Building Inspector can order repair or removal by the owner immediately.

Sec. 42-174. - Expiration of nonconforming status.

Notwithstanding any provision of this article to the contrary, all legal nonconforming signs shall comply with the following provisions:

- (1) Within one year following the effective date of the ordinance from which this chapter is derived, all legal nonconforming signs shall be brought into compliance with the provisions of section 42-56 regarding the intensity of

illumination. All illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign.

- (2) No conforming sign shall be erected on the same premises with an existing nonconforming sign until the nonconforming sign has been removed or made to conform. However, in commercial centers, the fact that one particular business or activity has a nonconforming sign will not prohibit another business or activity on the same premises from erecting a conforming sign.

Secs. 42-175—42-201. - Reserved.

ARTICLE VI. – VARIANCES AND HISTORIC SIGN DESIGNATIONS.

Sec. 42-202. - Authority to grant; required findings.

The village board, by ordinance, may vary the regulations of this chapter, provided the board makes a finding of fact based upon the standards hereinafter prescribed that the application of the letter of the regulations of this chapter will create practical difficulties or particular hardships for the applicant and will not result in harm to public health, safety and welfare. The village board may also grant historic sign designations to allow for the protection and continuance of obsolete or non-conforming signs that reflect the historic character of the Village of Brookfield.

Sec. 42-203. – Application for Variance.

Applications for variations may be filed by any person having a proprietary interest in property. Such applications for variations shall be filed with the village Department of Community and Economic Development and shall forward a copy of the same to the planning and zoning commission without delay. The application shall be in such numbers of copies, be in such form and contain such information as the village board may prescribe from time to time, but shall in all instances contain the following:

- (1) The name and address and telephone number of the applicant and the owner of the property in question and the owner of the business, if different;
- (2) Street address of the property in question and legal description of the property in question;
- (3) A concise written statement explaining the nature of the variation being sought, or the sections of this chapter which the variation is being sought, and the extent of the sign's compliance with the standards set forth; and
- (4) Photographs or scale drawings as may be appropriate to explain the nature of the sign or to explain the need for the variation.

Sec. 42-204. - Public hearing.

The Department of Community and Economic Development shall refer the application for variation to the village planning and zoning commission for the purpose of holding a public hearing thereon pursuant to the rules for public hearings provided in

The Code of Ordinances, Village Of Brookfield, Illinois and by state law. Following the hearing, the planning and zoning commission shall transmit to the village board a written report giving its findings as to the proposed variation and giving its recommendations for action to be taken by the president and board of trustees.

Sec. 42-205. - Fees and other costs.

- (a) Before filing with the planning and zoning commission any notice of appeal from or application for review of any ruling or action of the village manager or other official designated by the village board under this chapter, or any petition by one or more property owners for any change in the regulations established under this chapter, such appellant, applicant, or petitioner filing same shall pay to the village manager the sum provided in the village fee schedule for an appeal or application for review of any ruling.
- (b) The appellant, applicant, or petitioner filing each petition shall be responsible for the publication of required notices of public hearings in connection with said petition prescribed by this chapter and the full costs associated therewith.
- (c) In addition to the fees set forth with regard to a petition, the village shall require an applicant to deposit an additional sum of money with the village for the actual cost of the processing of the proceedings excluding the time, facilities and supplies incurred or utilized by fulltime village employees. When the village manager or his designee should reasonably believe that the costs likely to be incurred by the village or costs previously incurred exceed seven hours of secretarial time, five hours of transcription time or involve additional costs for attorneys or other personnel, the village manager or his designee shall require the applicant to deposit or pay a sum of money anticipated to cover the actual increased costs of the village. If, at the conclusion of the hearing, all of the funds deposited have not been expended, the applicant shall receive a refund of such unexpended additional deposit. If additional funds above the level of the initial deposit have been or are about to be incurred, a further deposit may be required. No hearing shall be scheduled, or, if scheduled, shall proceed until the amount of the deposit or payment has been made for any hearing which has been scheduled until the provisions of this section have been complied with.
- (d) No filing fee or deposit shall be required for motions or petitions hereunder initiated by the village board or the planning and zoning commission.

Sec. 42-206. -- Standards for Variance.

- (a) *Existing signs.* With respect to existing signs, a variation from the regulations of this chapter shall not be granted unless evidence is presented that:
 - (1) Because of unusual circumstances concerning the signs in question, the strict enforcement of the regulations as set forth in this chapter would impose an undue hardship on the applicant.

- (2) The proposed variation would not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship not generally applicable to other properties.
 - (3) The waiver of any of the provisions of this chapter would not have a detrimental effect on any other nearby property, or to the general public.
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.
- (b) *New signs.* With respect to the erection of new signs, a variation from the regulations set forth in this chapter shall not be granted unless evidence is presented that:
- (1) The proposed variation will not be materially detrimental to other nearby property;
 - (2) Notwithstanding the benefits, the property in question will suffer some demonstrable and irreversible hardship if made to conform to the strict letter of this chapter;
 - (3) The alleged hardship has not been created by anyone presently having a proprietary interest in the property; and
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.

Sec. 42-207. – Variance Procedure and Appeal to Village Board.

The procedure for sign variances shall follow the same procedure for zoning variances, which is outlined in Section 62-759 of the Village Code. All appeals from decisions of the village planning and zoning commission shall be directed to the village board who shall have final authority.

Sec. 42-208. – Application for Historic Sign Designation.

Applications for historic sign designation may be filed by the owner of the property on which the sign is located. These applications shall include the following:

- (a) Written history of the sign and explanation of its significance to Brookfield’s history;
- (b) Maintenance plan for the sign’s upkeep with contact information for responsible party;
- (c) Plan for reconstruction or removal if the sign becomes damaged and/or hazardous.

Sec. 42-209 - Standards for Historic Sign Designation.

In order to receive designation as a historic sign, a sign must meet the following criteria:

- (a) Age – The proposed sign must be a minimum of 15 years old.

- (b) Significance – The proposed sign must possess significant and historic value to the Village of Brookfield.
- (c) Design – The proposed sign must possess unique physical design characteristics such as configuration, message, color, texture, materials, illumination, etc.

Sec. 42-210 - Procedure for Historic Sign Designation.

- (a) An application for historic sign designation shall be filed by the owner of the sign (or property at which the sign is located) with the Village Planner four weeks in advance of the proposed Planning and Zoning Commission meeting.
- (b) The petitioner shall comply with the same public noticing requirements as are required for a variance.
- (c) At the Planning and Zoning Commission meeting, the commission shall receive sworn testimony and evidence pertaining to the request for historic sign designation and any objections thereto. Within 30 calendar days after the conclusion of the public hearing, the Planning and Zoning Commission shall render its recommendation for consideration of the Village Board.
- (d) The Village Board shall act on the request for historic sign designation.
- (e) Historic sign designation shall be made effective in ordinance form.
- (f) Historic sign designation shall be effective for five years from the date of ordinance. Applicants must re-apply and receive historic sign designation before the five-year deadline. Historic sign designation renewal is unlimited if it lawfully receives approval from the Village Board of Trustees.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect ten (10) days following its passage, approval and publication in pamphlet form as provided 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, 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

ORDINANCE NO. 2019 - __

**AN ORDINANCE AMENDING CHAPTER 42 ENTITLED "SIGNS" 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 the Village of
Brookfield, Illinois,
this 14th day of October 2019

ORDINANCE NO. 2019 - __

AN ORDINANCE AMENDING CHAPTER 42 ENTITLED "SIGNS" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Sections 11-80-14 and 11-80-15 of the Illinois Municipal Code (65 ILCS 5/11-80-14 and 1180-15) authorizes the corporate authorities of the Village of Brookfield, Illinois (the "Village") to regulate and prevent the use of streets, sidewalks, and public property for signs, sign posts, awnings, awning posts, telegraph poles, watering places, racks, posting handbills and advertisements and to regulate the character and control the location of billboards, sign boards, and signs upon vacant property and upon buildings; and

WHEREAS, the corporate authorities of the Village deem it to be in the best interests of the Village and its residents to amend its regulations regarding signs in the Village of Brookfield;

NOW, THEREFORE, BE IT ORDAINED, by the Village President and 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. Chapter 42 entitled "Signs" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 42-1. - Purpose.

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This chapter is adopted for the following purposes:

- (1) To preserve and protect the public health, safety and welfare by regulating outdoor advertising and signs of all types.

- (2) To maintain the inherent right of business to communicate reasonably, and identify their products and services by promoting the reasonable, orderly and effective display of signs and outdoor advertising.
- (3) To enhance the physical appearance of the village, making it a more enjoyable and pleasing community.
- (4) To reduce the sign or advertising distractions which may increase traffic accidents and result in visual congestion for pedestrians.
- (5) To acknowledge the appropriate display of signs as necessary to public service and to the conduct of competitive commerce.
- (6) To protect the right of free speech as exercised through the use of signs.

Sec. 42-2. - Definitions.

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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:

A-Frame sign means any sign that is not permanently affixed to a building structure, or the ground; a sign designed to be moved from place to place. A-Frame signs primarily include signs attached to wood or metal frames designed to be self-supporting and movable; and paper, cardboard, or canvas signs wrapped around supporting poles.

Ad bench sign means a bench sign used for advertising.

Animated sign means a sign or part of a sign which changes physical position by any movement or rotation or any sign which presents the illusion of movement.

Attention-getting device means any propeller, spinner, streamer, search light, balloon and similar device or ornamentation designed for purposes of promotion or advertising or attracting of promotion or advertising or attracting attention.

Awning sign or canopy sign means any fixed, retractable or removable awning or canopy sign projected over, suspended above, or erected upon any public thoroughfare.

Banner-flag sign or feather flag sign means a sign made of lightweight fabric or other flexible material that is mounted to a pole and is easily movable.

Banner sign means a sign typically made of lightweight fabric or other flexible material with or without a frame.

Billboard or poster board means a single- or double-faced sign permanently erected on the premises, including changeable copy signs, used for the display of information not associated with the establishment located on the same premises as such sign.

Business sign means a sign that directs attention to or advertises a business or profession conducted upon or to a commodity, service or entertainment sold or offered upon the zoning lot upon which such sign is erected.

Changeable copy sign means a sign wherein provision is made for the manual change of letters or characters in the field in or upon the surface area of the sign.

Discontinuance of operations means the abandonment, the cessation, or termination of a use or activity, regardless of any intent to resume or not to abandon such use. 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 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 determining the discontinuance for purposes of this definition

Erect means to build, construct, attach, hang, place, suspend, or affix and shall also include the painting of all signs.

Externally illuminated sign means a sign illuminated by a source of light which is cast upon, or falls upon, the surface or face of the sign to illuminate by reflection only.

Flashing sign means any directly or indirectly illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

Freestanding sign means a sign completely or principally self-supported by posts or other supports independent of any building or other structure and anchored in or upon the ground.

Identification sign means a sign which states the company name of any business including both national company and/or proprietor.

Internally illuminated sign means a sign, all or any part of the letters or design of which is made of incandescent, neon, or other types of lamps; a sign with painted, flush or raised letters lighted by an electric lamp attached thereto; a sign having a border of incandescent or fluorescent lamps thereto attached and reflecting light thereon; or a translucent sign, whether lighted by electricity or other illuminant.

Monument sign means a sign mounted to a freestanding base where the sign face's width is equal to or greater than the height.

Nameplate means a sign is affixed to or in front of a multi-family development and does not exceed two square feet in area.

Nonconforming sign means a sign, lawful at the time of the enactment of this chapter, which does not comply with all of the regulations of this chapter or any amendment hereto governing the use of signs.

Obsolete sign means a sign which advertises a business which is not being presently conducted upon the premises or advertises a service, commodity or activity not sold or offered upon the premises on which the sign is located.

Off-premises sign means a sign which directs attention to or advertises a use, business, commodity, service or activity not sold or offered upon the premises where the sign is located. (The term "off-premises sign" also includes those signs commonly known as business signs, billboards and poster panels.)

Permittee means a person to whom a permit has been issued pursuant to the provisions of this chapter.

Projecting sign means a sign supported by a wall which projects more than 12 inches over any street, public sidewalk, alley or public way or public easement; or which projects more than 12 inches from the face of any building, structure or supporting wall. Any sign suspended under a marquee and in a place approximately perpendicular to the wall of the adjoining building shall not be deemed to be a projecting sign.

Roof sign means a sign erected, constructed or maintained in whole or in part upon or over the roof of a building or structure. Roof signs shall not include those signs maintained upon the lower slope of a mansard roof which do not extend above the uppermost point of the lower slope. Such signs shall be classified as wall signs.

Shopping center means any concentration of retail stores and service establishments in one or more buildings under single ownership or management with common parking facilities.

Sign means any object, device, display, or structure or part thereof including any supports or appurtenant members which is used primarily to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, project, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion illumination, or projected images. The term "sign" includes, but is not limited to, every projecting sign, banner sign, banner-flag sign, wall sign, roof sign, billboard, poster board, free-standing sign, monument sign, window sign, vehicle sign, awning, canopy, marquee, changeable copy sign, illuminated sign, flashing sign, animated sign, A-frame sign, temporary residential sign, temporary sign, pennant, valance, or other attention getting device, or other display whether affixed to a building or separate from any building.

Sign surface area is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment and symbols, but excluding the supporting structure which does not form part of the sign proper or of the display. The area of a sign composed of characters or words attached to a wall and/or window surface shall be the smallest rectangle which encloses the whole group. In the case of a freestanding sign or monument sign designed with more than one exterior surface containing items of information, the sign surface area shall be computed as including only the maximum single display surface which is visible from any one ground position.

Sign base means the column or structure beneath a freestanding sign or monument sign.

Sign copy means the area of a sign that is occupied by text, pictures, logos or symbols, but excluding the supporting structure of a sign and any part of the sign face that is not occupied by text, pictures, logos or symbols.

Sign area is measured as the area of a sign that is occupied by sign copy, but excludes the supporting structure of the sign and any part of the sign face that is not occupied by sign copy.

Sign face is the area of a sign that includes sign copy and background. Sign face does not include any supporting structures, framework or bracing unless such structures are part of the sign copy or face. Sign faces are permitted to be double sided.

Sign structure means any physical component or material which supports, has supported or is capable of supporting or helping to maintain a sign in a stationary position.

Temperature signs are devices that periodically display the current temperature.

Temporary residential sign means a sign displayed for a limited period of time on a residential lot. These signs typically are made of a lightweight fabric or paper material. They shall not be permanently affixed to the lot. The sign structure shall be easily removable.

Temporary sign means a sign, as defined in this section, displayed for a limited period of time.

Time sign means a device that periodically displays the time of day.

Wall sign means a sign mounted or attached to the exterior wall of a building or structure in a plane parallel to that of the supporting wall. A wall sign may not project more than 12 inches from the plane of the structure to which it is attached.

Wayfinding sign means a permanent sign used for the purpose of identifying or directing people to a neighborhood or district.

Window sign means a sign, affixed to or placed against any window or which is placed in a display case for view from the outdoors through a window which such sign is visible from any public right-of-way.

Sec. 42-3. - Applicability; exceptions.

The following are not regulated by this chapter:

- (1) Signs not visible beyond the boundaries of the lot or parcel upon which they are situated or from any public thoroughfare or right-of-way.
- (2) Official signs of any public or governmental agency.
- (3) Any sign of any official court or public office notices thereof, or any flag, emblem or insignia of a government, school, or religious group.
- (4) Any sign which is located completely within an enclosed building, and which sign is not visible from outside of the building.
- (5) Any official traffic signs authorized by state law.

- (6) Signs on a truck, bus, trailer, or other vehicle used in the normal course of a business which is not primarily the display of such signs.
- (7) Changing of the sign copy of a changeable copy sign, bulletin board, display encasement or maintenance where no structural changes are made, or changing of interchangeable letters on signs designed for use of interchangeable letters.
- (8) Private (noncommercial) nameplate identification signs or street address identification signs when such signs do not exceed two square feet in area.
- (9) Tablets, such as memorials, cornerstones, name of a building, or date of erection, when built into the walls of the building or affixed thereto.
- (10) No trespassing signs, warning signs (e.g., "Beware of Dog") and other such signs regulating the use of property when such signs do not exceed two square feet in area.
- (11) Advertisement signs for businesses sold by groups or associations organized for the purpose of sponsoring or promoting youth sports in the village, provided that such signs shall not exceed three feet by five feet in area, shall only be affixed to fences and backstops associated with athletic fields used by the sports organizations and that such signs shall not be posted for more than 120 consecutive days in a calendar year.

Sec. 42-4. - Administration; conflicting provisions.

It shall be the duty of the Department of Community and Economic Development to administer and enforce the provisions of this chapter, the same to be done in conjunction with the building codes of the village. In case of a conflict between any of the provisions of this chapter and those of the building code, in a given instance, the more restrictive of the two shall govern.

Secs. 42-5—42-26. - Reserved.

ARTICLE II. - PERMITS

Sec. 42-27. - Required.

Before erecting, converting, enlarging, reconstructing, structurally altering or rearranging any sign, other than those signs for which permits are not required by this chapter, or changing or replacing a sign face, application shall be made in writing upon a form furnished by the Department of Community and Economic Development.

Sec. 42-28. - Application contents.

The application shall include the following information:

- (1) Name, address and telephone number of the permittee and the sign erector.

- (2) The location by street and number, dimensions, height, design of the sign, proposed placement and color.
- (3) Plans showing the definite dimensions, method of construction, type of material utilized and installation and support.
- (4) Any other pertinent data as may be required by the village building codes and permit applications to provide for the enforcement of this chapter.

Sec. 42-29. - Fees.

The application for a permit under this article shall be accompanied by a permit fee in the amount provided in the village fee schedule.

Secs. 42-30—42-54. - Reserved.

ARTICLE III. - CONSTRUCTION AND MAINTENANCE

Sec. 42-55. - Compliance with building and zoning regulations required.

- (a) All signs shall be constructed of approved materials and shall comply with the requirements of village building codes and any amendments thereto as adopted by the village from time to time.
- (b) All signs in which any electrical wiring or connections are to be used shall comply with the village electrical code and any amendments thereto as adopted by the village from time to time.
- (c) No sign shall be permitted in any zoning district except in conformity with the zoning requirements of the village.

Sec. 42-56. - Illumination.

- (a) Signs shall be illuminated only by steady, stationary shielded light sources directed solely at the sign, or internal to it, without creating a traffic hazard for motorists or pedestrians. Illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign. Bare neon signs are prohibited.
- (b) It shall be unlawful for any person to maintain any sign which is wholly or partially illuminated by floodlights or spotlights unless the source of lighting is not visible from any right-of-way. In addition, all light sources shall be so shielded so as not to cause direct light upon adjacent properties.

Sec. 42-57. - Safety glass and shatterproof plastic required.

Any glass forming a part of any sign shall be safety glass. Any plastic forming a part of any sign shall be of a shatterproof material.

Sec. 42-58. - Sign maintenance.

- (a) The owner of any sign shall paint and maintain all parts and supports thereof as necessary to prevent rusting, rotting, cracking, or deterioration.

- (b) If a deteriorated sign and supporting members are not brought into a state of code compliance within 45 days from time of notification, the sign shall be subject to normal code enforcement procedures.
- (c) If such sign is declared by the Chief Building Inspector to be an immediate hazard affecting the health, safety and general welfare of the public, orders shall be issued to remove the sign and supporting members immediately.

Sec. 42-59. - Location restrictions.

- (a) Signs within the village shall be subject to the following requirements:
 - (1) No sign shall be erected in a location prohibited by this chapter. No sign shall be erected so as to prevent free ingress to or egress from any door or window, or any other way required by the building code of the village and amendments thereto, or by the fire department regulations.
 - (2) No person shall paint, mark, write on, or pose or otherwise affix, any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or cable communications or telephone or telegraph pole, or wire appurtenance therefore, or upon any fixture of the fire alarm or police telegraph or communications system or upon any lighting system, public bridge, drinking fountain, life buoy, life preserver, life boat or other lifesaving equipment, street sign or traffic sign.
 - (3) No sign shall be located, erected or maintained upon any right-of-way or parkway for any purpose, except:
 - a. Street identification signs, public information directional signs and traffic control signs conforming to the Manual of Uniform Traffic Devices erected by the village or other governmental entity having jurisdiction of the right-of-way; or
 - b. In commercial zoning districts, banners erected by the village of uniform size not greater than 42 inches by 84 inches attached not less than eight feet above grade level to street lighting standards.
 - (4) Any sign which from the street is in direct line of vision of any traffic sign or signal is prohibited.
 - (5) All signs which are declared to be a traffic hazard by the Chief of Police or Village Engineer shall be relocated or rearranged in accordance with safety standards within 45 days from the time of notification, unless such sign is declared by the Chief of Police or Village Engineer to be an immediate hazard affecting the public health, safety and general welfare.

- (6) No sign permitted under this chapter shall be allowed or maintained if the sign shall in any way violate the Highway Advertising Control Act of 1971, 225 ILCS 440/1 et seq.
- (7) No sign shall be located so as to project above the top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette, but in any case should not exceed a maximum of 35 feet from the ground to the top of the sign.
- (8) All signs shall be subject to the sight triangle analysis according to the latest edition of "A Policy on Geometric Design of Highways and Streets," published by the American Association of State Highway and Transportation Officials (AASHTO). This analysis shall be done upon the submission of the sign permit.

(b) Any sign erected in violation of this section is subject to immediate removal at the sign owner's expense.

Sec. 42-60. - Insurance required for certain signs on or above public ways.

The owner of any sign overhanging or situated upon a street, public sidewalk, alley or public way or easement shall be required to post and maintain a certificate of insurance covering liability as long as the sign remains in place.

Sec. 42-61. - Prohibited and restricted signs.

The following signs are prohibited, or restricted as provided in this section, unless otherwise specifically provided in this chapter:

- (1) Animated signs.
- (2) Attention-getting devices (except as otherwise provided in section 42-148).
- (3) Banner-flag signs.
- (4) Billboards or poster boards.
- (5) Flashing signs.
- (6) Marquee signs.
- (7) Obsolete signs, to be removed within 30 days from the date of the corresponding business' discontinuance of operations.
- (8) Off-premises signs.
- (9) Roof signs.
- (10) Signs that move or have moving parts, with movement caused by the wind or mechanically.
- (11) Signs in conflict with traffic signals.
- (12) Signs painted on the walls of a building.

Secs. 42-62—42-84. - Reserved.

ARTICLE IV. - DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

Sec. 42-85 Permanent Signs Permitted by District.

The following types of permanent signs are permitted in the following districts. In the event that the provisions in Section 42-86 and the table disagree, the table shall govern:

Sign Type	Residential Districts	Station Area Districts		Commercial Districts			Industrial Districts	Open Space Districts
		SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5		
	A, A-1, A-2, A-3, B, B-1	SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5	I-1, I-2	S-1, S-2
Awning /Canopy Signs	○	●	○	●	●	●	●	●
Changeable Copy Manual Signs	○		○					
Freestanding Signs				●				
Monument Signs	○	□	○	●		●	●	●
Nameplate Signs for Multi-Family Buildings	●	●	●		●	●		
Projecting Signs	○	●	○	●	●	●	●	●
Wall Signs	○	●	○	●	●	●	●	●
Window Signs		●		●	●	●	●	●

- = Permitted
- = Permitted for non-residential uses
- = Permitted for non-residential uses in SA 3 only

Sec. 42-86 Permanent Sign Regulations.

(1) Regulations for All Permanent Sign Types

- A. Sign Copy and Sign Face
All permanent signs shall have at least 50% of the sign face occupied by sign copy. This does not apply to a blank side of a double-sided permanent sign.
- B. Aesthetics
All permanent signs shall use colors which are restrained or harmonious with each other and to the building which they reflect.
- C. Total Number of Signs
Each lot is permitted to have two permanent sign types, provided they are both permitted.
- D. All permanent signs are permitted to have double sided sign faces.

(2) Permanent Sign Types

- A. Awning and Canopy Signs
Awning and Canopy signs shall be permitted subject to the following:
 - 1. Location:
 - (a) Awning and canopy signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 District. They are also permitted in the A, A-1, A-2, A-3, B, and B-1 District for non-residential uses.
 - (b) There shall be established a minimum of seven feet of clearance from ground level to the lowest element of the awning or canopy sign.
 - (c) The top of any awning or canopy, including its structural elements, shall be no higher than the height of the building or 15 feet above grade, whichever is lower.
 - 2. Size:
 - (a) Neither the body of the awning or canopy nor its supports shall be allowed to project more than five feet from the wall of any building; however, in no case shall such projection be permitted to infringe on any adjacent lot, parcel or tract.

- (b) Lettering, numbers, symbols, characters, trademarks, and the like appearing upon the body or apron of any awning shall not exceed 30% of the area of the awning or canopy.
- (c) There is hereby established a limit of two lines of letters and numeric characters permitted upon any awning or canopy.

3. Display Standards

Awning and canopy signs must be one color and compatible with the color scheme of the facade.

B. Changeable Copy Signs

Changeable copy signs shall be permitted subject to the following:

1. Location:

- (a) Changeable copy signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 zoning districts for non-residential uses.
- (b) No sign shall be located closer than 15 feet to any other lot, parcel or tract.

2. Size:

- (a) No sign shall exceed 30 square feet in area.
- (b) No sign shall project higher than 72 inches above the ground level at the base of the sign.

3. Display

- (a) If a changeable copy sign takes the form of a monument sign, it shall follow the regulations for landscaping around monument signs in Section 42-86.2.D.3.
- (b) There shall be no more than one changeable copy sign per lot, parcel or tract.

C. Freestanding Signs

Freestanding signs shall be permitted subject to the following:

1. Location:

- (a) Freestanding signs are permitted in the C-1 zoning district.

- (b) Freestanding signs shall be permitted in front yards only.
- (c) No freestanding sign may be erected on, over or within five feet of any public right-of-way.

2. Size

- (a) No freestanding sign shall exceed 50 square feet in area.
- (b) Freestanding signs shall be no higher than 15 feet above the curb level.
- (c) The base of all freestanding signs must measure at least 2 feet in width or diameter.

3. Display Standards

There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

D. Monument Signs

Monument signs shall be permitted subject to the following:

1. Location

- (a) Monument signs are permitted in the C-1, C-4, C-5, I-1 and I-2 zoning districts. Monument signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 3, SA 5, SA 6 zoning districts for non-residential uses.
- (b) Monument signs shall be permitted in front yards only.
- (c) No monument sign may be located within five feet of any public right-of-way.

2. Size

- (a) No monument sign shall exceed 40 square feet in area.
- (b) Monument signs shall be no higher than 8 feet above grade.
- (c) The base of all monument signs must measure at least 2 feet in width or diameter.

3. Display Standards

- (a) Monument signs shall have landscaping around the base of the sign. The landscape area shall extend a minimum of three feet in width on all signs of the sign base and shall consist of shrubs, perennials and/or other vegetative groundcover. This should be indicated on the rendering of the sign or by a list of plantings included with the sign permit application.
- (b) There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

E. Nameplate Signs for Multi-Family Buildings

Nameplate signs for multi-family buildings shall be permitted subject to the following:

1. Location

- (a) Nameplate signs for multi-family buildings are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-3, C-4 and C-5 zoning districts.
- (b) Nameplate signs shall be affixed to the building or located in front yards only.
- (c) No nameplate sign shall be located less than 15 feet from the property line.
- (d) No nameplate sign shall project higher than 7 feet above ground level at the base of the sign.

2. Size

No nameplate sign shall exceed 2 square feet in area.

3. Display

There shall be no more than one nameplate sign for each dwelling unit.

F. Projecting Signs

Projecting signs shall be permitted subject to the following:

1. Location

- (a) Projecting signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts. Projecting signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.
- (b) No projecting sign shall be mounted higher than 16 feet from the ground level.
- (c) No projecting sign shall extend higher than the roof of a building except in the case of one-story buildings, where signs shall be permitted to exceed the roof height by two feet.
- (d) No projecting sign shall be lower than 13 feet from the ground to the bottom of the sign.
- (e) A maximum of one pedestrian scaled projecting sign is permitted for every 30 feet of storefront façade.

2. Size

No projecting sign in the SA 1, SA 2, SA 3, SA 4, SA 5, or SA 6 zoning districts shall exceed 7 square feet in area. No projecting sign in any other district shall exceed 20 square feet in area.

3. Display

There shall be no more than one projecting sign on buildings with frontage on one street. Corner buildings with frontage on two streets shall be permitted to have one sign per frontage.

G. Wall Signs

Wall signs shall be permitted subject to the following:

1. Location

- (a) Wall signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. Wall signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.
- (b) Wall signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

(c) Wall signs shall be located within or shall not extend more than 12 inches from the wall of the building. Any sign attached to the wall of a building shall be attached in such a manner that the face of the sign is substantially parallel to the wall.

2. Size

(a) The maximum overall vertical dimension of wall signs shall be four feet.

(b) No wall sign shall exceed 1 square foot per linear foot of zoning lot frontage, or 100 square feet, whichever is less.

3. Display Standards

If a raceway is visible as part of a wall sign, the color of the raceway must match the color of the exterior of the façade.

H. Window Signs

Window signs shall be permitted subject to the following:

1. Location

Window signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts.

2. Size

Window signs shall not exceed 25% of the window area. This shall be enforceable for temporary and permanent window signs, and shall be enforceable regardless of when the window signs were installed.

Sec. 42-87 Temporary Signs Permitted by District.

The following types of temporary signs are permitted in the following districts:

Sign Type	Residential Districts	Station Area Districts		Commercial Districts			Industrial Districts	Open Space Districts
		SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5		
	A, A-1, A-2, A-3, B, B-1	SA 1, SA 2, SA 3, SA 4	SA 5, SA 6	C-1	C-3	C-4, C-5	I-1, I-2	S-1, S-2
A-Frame Signs		●	○		●	●		
Banner Signs	○	●	○	●	●	●	●	●
Temporary Residential Signs	●	●	●	●	●	●		

● = Permitted

○ = Permitted for non-residential uses

Sec.42-88 Temporary Sign Regulations

- (1) Temporary Sign Types
Each business is permitted have one temporary sign type at a time.

- A. A-Frame Signs
A-Frame signs shall be permitted subject to the following:

- 1. Location
 - (a) A-Frame signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-3, C-4, and C-5 districts. They are also permitted in the SA 5 and SA 6 district for non-residential uses.
 - (b) A-Frame signs may be located on the sidewalk, but at least four feet of sidewalk must be maintained so as not to interfere with pedestrian traffic or accessibility.
- 2. Size
 - (a) A-Frame signs shall not exceed 4 feet in height.
 - (b) A-Frame signs shall not exceed 8 square feet in area.

3. Display Standards

- (a) A-Frame signs may be displayed on a daily basis.
- (b) A-Frame signs must be removed during times when the business is closed.
- (c) A maximum of one A-Frame sign shall be permitted per non-residential use.

B. Banner Signs

Banner signs shall be permitted subject to the following:

1. Location

- (a) Banner signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. They are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 districts for non-residential uses.
- (b) Banner signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

2. Size

No banner sign shall exceed 80 square feet.

3. Display Standards

- (a) Banner signs shall be displayed for no more than one 30 day period in one calendar year.
- (b) If the sign refers to a specific event or occurrence, the sign shall be removed within three days after said event or occurrence.
- (c) A maximum of one banner sign is permitted per non-residential use.

C. Temporary Residential Signs

Temporary residential signs are permitted without a permit if they conform to the standards listed in this section. Temporary residential signs shall be permitted subject to the following:

1. Location
 - (a) Temporary residential signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-1, C-3, C-4, and C-5 districts.
 - (b) Temporary residential signs shall be located no closer than 3 feet from the property line. Signs shall also be located at least 15 feet from any other lot, parcel or tract.
2. Size
 - (a) No temporary residential sign shall exceed 6 square feet in area.
 - (b) No temporary residential sign shall project higher than 42 inches above the ground level at the base of the sign.
3. Display Standards
 - (a) If the sign is associated with an event or sale, the sign shall not be allowed to be maintained for more than three days after the event, closing of the sale or rental of the property.
 - (b) A maximum of two temporary residential signs are permitted per property.

Secs. 42-88—42-168. - Reserved.

ARTICLE V. - NONCONFORMING SIGNS

Sec. 42-169. - Continuation conditionally authorized.

All signs , except for window signs, representing existing uses legally in existence on the effective date of the ordinance from which this chapter is derived that are not in compliance with the intent of this chapter and which exist in a structurally safe and sound manner, shall be termed legal nonconforming signs and may be continued only as provided in this chapter. Permanent and temporary window signs shall be in compliance with this chapter.

Sec. 42-170. - Lapse, discontinuance or abandonment of nonconforming status.

Whenever a nonconforming sign structure has been discontinued or abandoned for advertising purposes for a period of 30 days, or when the corresponding non-residential use had a discontinuance of operations at the subject premises for 30 days, the non-conforming sign structure shall be removed. Subsequent signs on the property shall hereafter be in conformity with the regulations of this Code.

Sec. 42-171. - Normal maintenance permitted.

Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming use.

Sec. 42-172. - Structural alteration, enlargement or extension prohibited; exception.

No structural alteration, enlargement or extension shall be made for a nonconforming sign, unless the alteration is required by law or the alteration will actually result in the elimination of the nonconforming use.

Sec. 42-173. - Damage to or destruction of nonconforming sign.

- (a) If a nonconforming sign is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at that time, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this Code.
- (b) In the event the damage or destruction is less than 50 percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition and use until the nonconforming sign is otherwise abated by the provisions of this Code.
- (c) In either event, restoration or repair of the sign must be started within a period of six months from the date of damage or destruction and diligently pursued to completion.
- (d) In every case, the reconstructed sign shall conform to the building and electrical codes in force at the time of its reconstruction, except where such sign is in a condition which causes a peril to the public health, safety and welfare. If the sign exists as a peril, the Chief Building Inspector can order repair or removal by the owner immediately.

Sec. 42-174. - Expiration of nonconforming status.

Notwithstanding any provision of this article to the contrary, all legal nonconforming signs shall comply with the following provisions:

- (1) Within one year following the effective date of the ordinance from which this chapter is derived, all legal nonconforming signs shall be brought into compliance with the provisions of section 42-56 regarding the intensity of

illumination. All illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign.

- (2) No conforming sign shall be erected on the same premises with an existing nonconforming sign until the nonconforming sign has been removed or made to conform. However, in commercial centers, the fact that one particular business or activity has a nonconforming sign will not prohibit another business or activity on the same premises from erecting a conforming sign.

Secs. 42-175—42-201. - Reserved.

ARTICLE VI. – VARIANCES AND HISTORIC SIGN DESIGNATIONS.

Sec. 42-202. - Authority to grant; required findings.

The village board, by ordinance, may vary the regulations of this chapter, provided the board makes a finding of fact based upon the standards hereinafter prescribed that the application of the letter of the regulations of this chapter will create practical difficulties or particular hardships for the applicant and will not result in harm to public health, safety and welfare. The village board may also grant historic sign designations to allow for the protection and continuance of obsolete or non-conforming signs that reflect the historic character of the Village of Brookfield.

Sec. 42-203. – Application for Variance.

Applications for variations may be filed by any person having a proprietary interest in property. Such applications for variations shall be filed with the village Department of Community and Economic Development and shall forward a copy of the same to the planning and zoning commission without delay. The application shall be in such numbers of copies, be in such form and contain such information as the village board may prescribe from time to time, but shall in all instances contain the following:

- (1) The name and address and telephone number of the applicant and the owner of the property in question and the owner of the business, if different;
- (2) Street address of the property in question and legal description of the property in question;
- (3) A concise written statement explaining the nature of the variation being sought, or the sections of this chapter which the variation is being sought, and the extent of the sign's compliance with the standards set forth; and
- (4) Photographs or scale drawings as may be appropriate to explain the nature of the sign or to explain the need for the variation.

Sec. 42-204. - Public hearing.

The Department of Community and Economic Development shall refer the application for variation to the village planning and zoning commission for the purpose of holding a public hearing thereon pursuant to the rules for public hearings provided in

The Code of Ordinances, Village Of Brookfield, Illinois and by state law. Following the hearing, the planning and zoning commission shall transmit to the village board a written report giving its findings as to the proposed variation and giving its recommendations for action to be taken by the president and board of trustees.

Sec. 42-205. - Fees and other costs.

- (a) Before filing with the planning and zoning commission any notice of appeal from or application for review of any ruling or action of the village manager or other official designated by the village board under this chapter, or any petition by one or more property owners for any change in the regulations established under this chapter, such appellant, applicant, or petitioner filing same shall pay to the village manager the sum provided in the village fee schedule for an appeal or application for review of any ruling.
- (b) The appellant, applicant, or petitioner filing each petition shall be responsible for the publication of required notices of public hearings in connection with said petition prescribed by this chapter and the full costs associated therewith.
- (c) In addition to the fees set forth with regard to a petition, the village shall require an applicant to deposit an additional sum of money with the village for the actual cost of the processing of the proceedings excluding the time, facilities and supplies incurred or utilized by fulltime village employees. When the village manager or his designee should reasonably believe that the costs likely to be incurred by the village or costs previously incurred exceed seven hours of secretarial time, five hours of transcription time or involve additional costs for attorneys or other personnel, the village manager or his designee shall require the applicant to deposit or pay a sum of money anticipated to cover the actual increased costs of the village. If, at the conclusion of the hearing, all of the funds deposited have not been expended, the applicant shall receive a refund of such unexpended additional deposit. If additional funds above the level of the initial deposit have been or are about to be incurred, a further deposit may be required. No hearing shall be scheduled, or, if scheduled, shall proceed until the amount of the deposit or payment has been made for any hearing which has been scheduled until the provisions of this section have been complied with.
- (d) No filing fee or deposit shall be required for motions or petitions hereunder initiated by the village board or the planning and zoning commission.

Sec. 42-206. — Standards for Variance.

- (a) *Existing signs.* With respect to existing signs, a variation from the regulations of this chapter shall not be granted unless evidence is presented that:
 - (1) Because of unusual circumstances concerning the signs in question, the strict enforcement of the regulations as set forth in this chapter would impose an undue hardship on the applicant.

- (2) The proposed variation would not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship not generally applicable to other properties.
 - (3) The waiver of any of the provisions of this chapter would not have a detrimental effect on any other nearby property, or to the general public.
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.
- (b) *New signs.* With respect to the erection of new signs, a variation from the regulations set forth in this chapter shall not be granted unless evidence is presented that:
- (1) The proposed variation will not be materially detrimental to other nearby property;
 - (2) Notwithstanding the benefits, the property in question will suffer some demonstrable and irreversible hardship if made to conform to the strict letter of this chapter;
 - (3) The alleged hardship has not been created by anyone presently having a proprietary interest in the property; and
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.

Sec. 42-207. – Variance Procedure and Appeal to Village Board.

The procedure for sign variances shall follow the same procedure for zoning variances, which is outlined in Section 62-759 of the Village Code. All appeals from decisions of the village planning and zoning commission shall be directed to the village board who shall have final authority.

Sec. 42-208. – Application for Historic Sign Designation.

Applications for historic sign designation may be filed by the owner of the property on which the sign is located. These applications shall include the following:

- (a) Written history of the sign and explanation of its significance to Brookfield's history;
- (b) Maintenance plan for the sign's upkeep with contact information for responsible party;
- (c) Plan for reconstruction or removal if the sign becomes damaged and/or hazardous.

Sec. 42-209 - Standards for Historic Sign Designation.

In order to receive designation as a historic sign, a sign must meet the following criteria:

- (a) Age – The proposed sign must be a minimum of 15 years old.

- (b) Significance – The proposed sign must possess significant and historic value to the Village of Brookfield.
- (c) Design – The proposed sign must possess unique physical design characteristics such as configuration, message, color, texture, materials, illumination, etc.

Sec. 42-210 - Procedure for Historic Sign Designation.

- (a) An application for historic sign designation shall be filed by the owner of the sign (or property at which the sign is located) with the Village Planner four weeks in advance of the proposed Planning and Zoning Commission meeting.
- (b) The petitioner shall comply with the same public noticing requirements as are required for a variance.
- (c) At the Planning and Zoning Commission meeting, the commission shall receive sworn testimony and evidence pertaining to the request for historic sign designation and any objections thereto. Within 30 calendar days after the conclusion of the public hearing, the Planning and Zoning Commission shall render its recommendation for consideration of the Village Board.
- (d) The Village Board shall act on the request for historic sign designation.
- (e) Historic sign designation shall be made effective in ordinance form.
- (f) Historic sign designation shall be effective for five years from the date of ordinance. Applicants must re-apply and receive historic sign designation before the five-year deadline. Historic sign designation renewal is unlimited if it lawfully receives approval from the Village Board of Trustees.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect ten (10) days following its passage, approval and publication in pamphlet form as provided 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, 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

ORDINANCE NO. 2019 - __

**AN ORDINANCE AMENDING CHAPTER 42 ENTITLED "SIGNS" 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 the Village of
Brookfield, Illinois,
this 14th day of October 2019

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AN ORDINANCE AMENDING CHAPTER 42 ENTITLED “SIGNS” OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Sections 11-80-14 and 11-80-15 of the Illinois Municipal Code (65 ILCS 5/11-80-14 and 1180-15) authorizes the corporate authorities of the Village of Brookfield, Illinois (the “Village”) to regulate and prevent the use of streets, sidewalks, and public property for signs, sign posts, awnings, awning posts, telegraph poles, watering places, racks, posting handbills and advertisements and to regulate the character and control the location of billboards, sign boards, and signs upon vacant property and upon buildings; and

WHEREAS, the corporate authorities of the Village deem it to be in the best interests of the Village and its residents to amend its regulations regarding signs in the Village of Brookfield;

NOW, THEREFORE, BE IT ORDAINED, by the Village President and 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. Chapter 42 entitled “Signs” of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 42-1. - Purpose.

This chapter is adopted for the following purposes:

- (1) To preserve and protect the public health, safety and welfare by regulating outdoor advertising and signs of all types.

- (2) To maintain the inherent right of business to communicate reasonably, and identify their products and services by promoting the reasonable, orderly and effective display of signs and outdoor advertising.
- (3) To enhance the physical appearance of the village, making it a more enjoyable and pleasing community.
- (4) To reduce the sign or advertising distractions which may increase traffic accidents and result in visual congestion for pedestrians.
- (5) To acknowledge the appropriate display of signs as necessary to public service and to the conduct of competitive commerce.
- (6) To protect the right of free speech as exercised through the use of signs.

Sec. 42-2. - 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:

A-Frame sign means any sign that is not permanently affixed to a building structure, or the ground; a sign designed to be moved from place to place. A-Frame signs primarily include signs attached to wood or metal frames designed to be self-supporting and movable; and paper, cardboard, or canvas signs wrapped around supporting poles.

Ad bench sign means a bench sign used for advertising.

Animated sign means a sign or part of a sign which changes physical position by any movement or rotation or any sign which presents the illusion of movement.

Attention-getting device means any propeller, spinner, streamer, search light, balloon and similar device or ornamentation designed for purposes of promotion or advertising or attracting of promotion or advertising or attracting attention.

Awning sign, ~~marquee sign~~ or canopy sign means any fixed, retractable or removable awning; ~~marquee~~ or canopy sign projected over, suspended above, or erected upon any public thoroughfare.

Banner-flag sign or feather flag sign means a sign made of lightweight fabric or other flexible material that is mounted to a pole and is easily movable.

Banner sign means a sign typically made of lightweight fabric or other flexible material with or without a frame.

Billboard or poster board means a single- or double-faced sign permanently erected on the premises, including changeable copy signs, used for the display of information not associated with the establishment located on the same premises as such sign.

Business sign means a sign that directs attention to or advertises a business or profession conducted upon or to a commodity, service or entertainment sold or offered upon the zoning lot upon which such sign is erected.

Changeable copy sign means a sign wherein provision is made for the manual ~~or electronic~~ change of letters or characters in the field in or upon the surface area of the sign.

~~*Commercial districts* means those parcels, tracts or lots zoned as C-Business and D-Light Manufacturing according to the village zoning map.~~

Discontinuance of operations means the abandonment, the cessation, or termination of a use or activity, regardless of any intent to resume or not to abandon such use. 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 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 determining the discontinuance for purposes of this definition

Erect means to build, construct, attach, hang, place, suspend, or affix and shall also include the painting of all signs.

Externally illuminated sign means a sign illuminated by a source of ~~sight~~light which is cast upon, or falls upon, the surface or face of the sign to illuminate by reflection only.

~~*Festoon lighting* means a group of two or more incandescent light bulbs hung or strung overhead, not on a building or structure, which are exposed to persons on a public right-of-way, or which are not shaded or hooded to prevent the direct rays of light from being visible from the property line.~~

Flashing sign means any directly or indirectly illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

Freestanding sign ~~or ground sign~~ means a sign completely or principally self-supported by posts or other supports independent of any building or other structure and anchored in or upon the ground.

Identification sign means a sign which states the company name of any business including both national company and/or proprietor.

Internally illuminated sign means a sign, all or any part of the letters or design of which is made of incandescent, neon, or other types of lamps; a sign with painted, flush or raised letters lighted by an electric lamp attached thereto; a sign having a border of incandescent or fluorescent lamps thereto attached and reflecting light thereon; or a translucent sign, whether lighted by electricity or other illuminant.

Monument sign means a sign mounted to a freestanding base where the sign face's width is equal to or greater than the height.

Nameplate means a sign ~~which displays only the name or address, or both, of the occupant, is nonelectrical, is affixed to or in front of a multi-family development~~ and does not exceed two square feet in area.

Nonconforming sign means a sign, lawful at the time of the enactment of this chapter, which does not comply with all of the regulations of this chapter or any amendment hereto governing the use of signs.

Obsolete sign means a sign which advertises a business which is not being presently conducted upon the premises or advertises a service, commodity or activity not sold or offered upon the premises on which the sign is located.

Off-premises sign means a sign which directs attention to or advertises a use, business, commodity, service or activity not sold or offered upon the premises where the sign is located. (The term "off-premises sign" also includes those signs commonly known as business signs, billboards and poster panels.)

Permittee means a person to whom a permit has been issued pursuant to the provisions of this chapter.

~~*Political sign* means a sign announcing candidates seeking public political office or any sign concerning political issues and other issues pertinent thereto.~~

~~*Portable sign or sandwich sign* means any sign that is not permanently affixed to a building structure, or the ground; a sign designed to be moved from place to place. Portable signs primarily include, but are not limited to, signs attached to wood or metal frames designed to be self-supporting and movable; and paper, cardboard, or canvas signs wrapped around supporting poles. Also included are those signs, commonly trailer mounted, which are designed to be moved from place to place.~~

Projecting sign means a sign supported by a wall which projects more than 12 inches over any street, public sidewalk, alley or public way or public easement; or which projects more than 12 inches from the face of any building, structure or supporting wall. Any sign suspended under a marquee and in a place approximately perpendicular to the wall of the adjoining building shall not be deemed to be a projecting sign.

~~*Real estate sign* means a sign located for purposes of advertising a parcel of land or a building as available for sale, rental or lease.~~

Roof sign means a sign erected, constructed or maintained in whole or in part upon or over the roof of a building or structure. Roof signs shall not include those signs maintained upon the lower slope of a mansard roof which do not extend above the uppermost point of the lower slope. Such signs shall be classified as wall signs.

Shopping center means any concentration of retail stores and service establishments in one or more buildings under single ownership or management with common parking facilities.

Sign means any object, device, display, or structure or part thereof including any supports or appurtenant members which is used primarily to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, project, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion illumination, or projected images. The term "sign"

includes, but is not limited to, every projecting sign, banner sign, banner-flag sign, wall sign, roof sign, billboard, poster board, free-standing sign, monument sign, ground sign, window sign, vehicle sign, awning, canopy, marquee, changeable copy sign, illuminated sign, flashing sign, animated sign, A-frame sign, temporary residential sign, temporary sign, ~~portable sign, banner,~~ pennant, valance, or other attention getting device, or other display whether affixed to a building or separate from any building.

Sign surface area is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment and symbols, but excluding the supporting structure which does not form part of the sign proper or of the display. The area of a sign composed of characters or words attached to a wall and/or window surface shall be the smallest rectangle which encloses the whole group. In the case of a ground sign freestanding sign or monument sign designed with more than one exterior surface containing items of information, the sign surface area shall be computed as including only the maximum single display surface which is visible from any one ground position.

Sign base means the column or structure beneath a freestanding sign or monument sign.

Sign copy means the area of a sign that is occupied by text, pictures, logos or symbols, but excluding the supporting structure of a sign and any part of the sign face that is not occupied by text, pictures, logos or symbols.

Sign area is measured as the area of a sign that is occupied by sign copy, but excludes the supporting structure of the sign and any part of the sign face that is not occupied by sign copy.

Sign face is the area of a sign that includes sign copy and background. Sign face does not include any supporting structures, framework or bracing unless such structures are part of the sign copy or face. Sign faces are permitted to be double sided.

Sign structure means any physical component or material which supports, has supported or is capable of supporting or helping to maintain a sign in a stationary position.

Temperature signs are devices that periodically display the current temperature.

Temporary residential sign means a sign displayed for a limited period of time on a residential lot. These signs typically are made of a lightweight fabric or paper material. They shall not be permanently affixed to the lot. The sign structure shall be easily removable.

Temporary sign means a sign, as defined in this section, displayed for a limited period of time.

Time sign means a device that periodically displays the time of day.

Wall sign means a sign mounted, ~~or attached to, or painted on~~ the exterior wall of a building or structure in a plane parallel to that of the supporting wall. A wall sign may not project more than 12 inches from the plane of the structure to which it is attached.

Wayfinding sign means a permanent sign used for the purpose of identifying or directing people to a neighborhood or district.

Window ~~identification~~ sign means an ~~identification~~ sign ~~painted on~~, affixed to or placed against any window or which is placed in a display case for view from the outdoors through a window which such sign is visible from any public right-of-way.

~~*Window promotional sign* means a sign painted on, affixed to or placed against any window, or which is placed in a display case for view from the outdoors through a window when such sign is visible from any public right-of-way and which is displayed for the specific purpose of attracting the attention of the passerby to a sale, or to promotional items, or to other products or services.~~

Sec. 42-3. - Applicability; exceptions.

The following are not regulated by this chapter:

- (1) Signs not visible beyond the boundaries of the lot or parcel upon which they are situated or from any public thoroughfare or right-of-way.
- (2) Official signs of any public or governmental agency.
- (3) Any sign of any official court or public office notices thereof, or any flag, emblem or insignia of a government, school, or religious group.
- (4) Any sign which is located completely within an enclosed building, and which sign is not visible from outside of the building.
- (5) Any official traffic signs authorized by state law.
- (6) Signs on a truck, bus, trailer, or other vehicle used in the normal course of a business which is not primarily the display of such signs.
- (7) Changing of the sign copy of a changeable copy sign, bulletin board, display encasement, ~~marquee~~ or maintenance where no structural changes are made, or changing of interchangeable letters on signs designed for use of interchangeable letters.
- (8) Private (noncommercial) nameplate identification signs or street address identification signs when such signs do not exceed two square feet in area.
- (9) Tablets, such as memorials, cornerstones, name of a building, or date of erection, when built into the walls of the building or affixed thereto.
- (10) No trespassing signs, warning signs (e.g., "Beware of Dog") and other such signs regulating the use of property when such signs do not exceed two square feet in area.

- (11) Advertisement signs for businesses sold by groups or associations organized for the purpose of sponsoring or promoting youth sports in the village, provided that such signs shall not exceed three feet by five feet in area, shall only be affixed to fences and backstops associated with athletic fields used by the sports organizations and that such signs shall not be posted for more than 120 consecutive days in a calendar year.

Sec. 42-4. - Administration; conflicting provisions.

It shall be the duty of the ~~code enforcement officer~~ Department of Community and Economic Development to administer and enforce the provisions of this chapter, the same to be done in conjunction with the building codes of the village. In case of a conflict between any of the provisions of this chapter and those of the building code, in a given instance, the more restrictive of the two shall govern.

Secs. 42-5—42-26. - Reserved.

ARTICLE II. - PERMITS

Sec. 42-27. - Required.

Before erecting, converting, enlarging, reconstructing, structurally altering or rearranging any sign, other than those signs for which permits are not required by this chapter, or changing or replacing a sign face, application shall be made in writing upon a form furnished by the ~~code enforcement department~~ Department of Community and Economic Development.

~~Sec. 42-28. - Preliminary conference; advice of plan commission.~~

~~Prior to making application, a preliminary conference shall be conducted with the code enforcement officer. The purpose of the conference is to advise the applicant, or licensed sign erector, of the provisions of this chapter. The code enforcement officer may, at his discretion, seek the advice of the village planning and zoning commission.~~

~~(Code 1964, § 31-10; Ord. No. 1983-12, 6-27-1983; Ord. No. 2013-69, § 13, 12-16-2013)~~

Sec. 42-29. - Application contents.

The application shall include the following information:

- (1) Name, address and telephone number of the permittee and the sign erector.
- (2) The location by street and number, dimensions, height, design of the sign, proposed placement and color.
- (3) Plans showing the definite dimensions, method of construction, type of material utilized and installation and support.

- (4) Any other pertinent data as may be required by the village building codes and permit applications to provide for the enforcement of this chapter.

Sec. 42-~~30~~29. - Fees.

The application for a permit under this article shall be accompanied by a permit fee in the amount provided in the village fee schedule.

~~Sec. 42-31. - Issuance; referral to plan commission.~~

~~After the preliminary conference, the code enforcement officer may issue the permit for said sign, reject such permit when the sign is in conflict with the requirements of this chapter, or the code enforcement officer or the village manager may direct the application to the village planning and zoning commission for further recommendation. Such procedure shall, however, in no case extend beyond 90 days.~~

~~Sec. 42-32. - Term of permit; annual inspections.~~

~~Permits, when issued, will be valid as long as inspections prove that this sign continues to comply with this Code. Inspections shall coincide with annual fire inspections.~~

~~Sec. 42-33. - Additional requirements for portable signs.~~

~~Applications for the use of portable signs shall be referred to the chief code enforcement officer for processing, together with a \$50.00 bond that shall be held as guarantee of the removal of such signs. Failure of compliance with the terms of this chapter shall result in the forfeiture of said bond; however, such forfeiture shall not relieve the applicant from any and all responsibilities and costs associated with the removal of the sign.~~

Secs. 42-~~34~~30—42-54. - Reserved.

ARTICLE III. - CONSTRUCTION AND MAINTENANCE

Sec. 42-55. - Compliance with building and zoning regulations required.

- (a) All signs shall be constructed of approved materials and shall comply with the requirements of village building codes and any amendments thereto as adopted by the village from time to time.
- (b) All signs in which any electrical wiring or connections are to be used shall comply with the village electrical code and any amendments thereto as adopted by the village from time to time.
- (c) No sign shall be permitted in any zoning district except in conformity with the zoning requirements of the village.

~~Sec. 42-56. - Metal signs.~~

~~A metal sign shall have its face or background constructed of metal not thinner than No. 28 B&S gauge, which may cover a wood frame and may be provided with letters,~~

~~figures, characters, borders or moldings of wood. The border, if of wood, shall not exceed four inches in width.~~

Sec. 42-~~57~~56. - Illumination.

- (a) Signs shall be illuminated only by steady, stationary shielded light sources directed solely at the sign, or internal to it, without creating a traffic hazard for motorists or pedestrians. Illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign. Bare neon signs are prohibited.
- (b) It shall be unlawful for any person to maintain any sign which is wholly or partially illuminated by floodlights or spotlights unless the source of lighting is not visible from any right-of-way. In addition, all light sources shall be so shielded so as not to cause direct light upon adjacent properties.

~~Sec. 42-58. - Wind pressure and dead load requirements.~~

~~Every sign shall be designed and constructed to withstand a wind pressure of 30 pounds per square foot and shall be constructed to receive dead loads as required in the village building codes and any amendments thereto or other applicable ordinances. An engineered drawing with seal must be provided upon request.~~

Sec. 42-~~59~~57. - Safety glass and shatterproof plastic required.

Any glass forming a part of any sign shall be safety glass. Any plastic forming a part of any sign shall be of a shatterproof material.

Sec. 42-~~60~~58. - ~~Painting and other~~ Sign maintenance.

- (a) The owner of any sign shall paint and maintain all parts and supports thereof as necessary to prevent rusting, rotting, cracking, or deterioration.
- (b) If a deteriorated sign and supporting members are not brought into a state of code compliance within 9045 days from time of notification, the sign shall be subject to normal code enforcement procedures.
- (c) ~~or~~ if such sign is declared by the ~~code enforcement officer~~ Chief Building Inspector to be an immediate hazard affecting the health, safety and general welfare of the public, orders shall be issued to remove the sign and supporting members immediately.

Sec. 42-~~61~~59. - Location restrictions.

- (a) Signs within the village shall be subject to the following requirements:
 - (1) No sign shall be erected in a location prohibited by this chapter. No sign shall be erected so as to prevent free ingress to or egress from any door or window, or any other way required by the building code of the village and amendments thereto, or by the fire department regulations.

- (2) No person shall paint, mark, write on, or pose or otherwise affix, any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or cable communications or telephone or telegraph pole, or wire appurtenance therefore, or upon any fixture of the fire alarm or police telegraph or communications system or upon any lighting system, public bridge, drinking fountain, life buoy, life preserver, life boat or other lifesaving equipment, street sign or traffic sign.
- (3) No sign shall be located, erected or maintained upon any right-of-way or parkway for any purpose, except:
 - a. Street identification signs, public information directional signs and traffic control signs conforming to the Manual of Uniform Traffic Devices erected by the village or other governmental entity having jurisdiction of the right-of-way; or
 - b. In commercial zoning districts, banners erected by the village of uniform size not greater than 42 inches by 84 inches attached not less than eight feet above grade level to street lighting standards.
- (4) Any sign which from the street is in direct line of vision of any traffic sign or signal is prohibited.
- (5) All signs which are declared to be a traffic hazard by the ~~village code enforcement officer~~ Chief of Police or Village Engineer shall be relocated or rearranged in accordance with safety standards within ~~90~~45 days from the time of notification, unless such sign is declared by the ~~code enforcement officer~~ Chief of Police or Village Engineer to be an immediate hazard affecting the public health, safety and general welfare.
- (6) No sign permitted under this chapter shall be allowed or maintained if the sign shall in any way violate the Highway Advertising Control Act of 1971, 225 ILCS 440/1 et seq.
- (7) No sign shall be located so as to project above the top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette, but in any case should not exceed a maximum of 35 feet from the ground to the top of the sign.
- (8) All signs shall be subject to the sight triangle analysis according to the latest edition of "A Policy on Geometric Design of Highways and Streets," published by the American Association of State Highway and Transportation Officials (AASHTO). This analysis shall be done upon the submission of the sign permit.

- (b) Any sign erected in violation of this section is subject to immediate removal ~~by the village~~ at the sign owner's expense. ~~Any signs removed by~~

~~the village and not reclaimed by the sign owner within 90 days are subject to disposal by the village.~~

Sec. 42-~~6260~~. - Insurance required for certain signs on or above public ways.

The owner of any sign overhanging or situated upon a street, public sidewalk, alley or public way or easement shall be required to post and maintain a certificate of insurance covering liability as long as the sign remains in place.

Sec. 42-~~6361~~. - Prohibited and restricted signs.

The following signs are prohibited, or restricted as provided in this section, unless otherwise specifically provided in this chapter:

- (1) Animated signs.
- (2) Attention-getting devices (except as otherwise provided in section 42-148).
- (3) Banner-flag signs.
- ~~(4)~~ Billboards or poster boards.
- ~~(4)~~ ~~Festoon lighting for periods not to be used in excess of 30 days.~~
- (5) Flashing signs.
- (6) Marquee signs.
- ~~(7)~~ ~~Portable signs (except as may be herein allowed pursuant to section 42-148.~~
- ~~(87)~~ Obsolete signs, to be removed within six months-30 days from the date of the corresponding business' discontinuance of operationof certified notification.
- ~~(98)~~ Off-premises signs.
- ~~(109)~~ Roof signs.
- ~~(110)~~ Signs that move or have moving parts, with movement caused by the wind or mechanically.
- ~~(1211)~~ Signs in conflict with traffic signals.
- ~~(1312)~~ Signs painted on the walls of a building.

Secs. 42-~~6462~~—42-84. - Reserved.

ARTICLE IV. - DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

~~Secs. 42-85—42-111.~~ - Reserved.

Sec. 42-85 Permanent Signs Permitted by District.

The following types of permanent signs are permitted in the following districts. In the event that the provisions in Section 42-86 and the table disagree, the table shall govern:

<u>Sign Type</u>	<u>Residential Districts</u>	<u>Station Area Districts</u>		<u>Commercial Districts</u>			<u>Industrial Districts</u>	<u>Open Space Districts</u>
	<u>A, A-1, A-2, A-3, B, B-1</u>	<u>SA 1, SA 2, SA 3, SA 4</u>	<u>SA 5, SA 6</u>	<u>C-1</u>	<u>C-3</u>	<u>C-4, C-5</u>	<u>I-1, I-2</u>	<u>S-1, S-2</u>
<u>Awning /Canopy Signs</u>	○	●	○	●	●	●	●	●
<u>Changeable Copy Manual Signs</u>	○		○					
<u>Freestanding Signs</u>				●				
<u>Monument Signs</u>	○	□	○	●		●	●	●
<u>Nameplate Signs for Multi-Family Buildings</u>	●	●	●		●	●		
<u>Projecting Signs</u>	○	●	○	●	●	●	●	●
<u>Wall Signs</u>	○	●	○	●	●	●	●	●
<u>Window Signs</u>		●		●	●	●	●	●

● = Permitted

○ = Permitted for non-residential uses

□ = Permitted for non-residential uses in SA 3 only

Sec. 42-86 Permanent Sign Regulations.

(1) Regulations for All Permanent Sign Types

A. Sign Copy and Sign Face

All permanent signs shall have at least 50% of the sign face occupied by sign copy. This does not apply to a blank side of a double-sided permanent sign.

B. Aesthetics

All permanent signs shall use colors which are restrained or harmonious with each other and to the building which they reflect.

C. Total Number of Signs

Each lot is permitted to have two permanent sign types, provided they are both permitted.

D. All permanent signs are permitted to have double sided sign faces.

(2) Permanent Sign Types

A. Awning and Canopy Signs

Awning and canopy signs shall be permitted subject to the following:

1. Location:

(a) Awning and canopy signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 District. They are also permitted in the A, A-1, A-2, A-3, B, and B-1 District for non-residential uses.

(b) There shall be established a minimum of seven feet of clearance from ground level to the lowest element of the awning or canopy sign.

(c) The top of any awning or canopy, including its structural elements, shall be no higher than the height of the building or 15 feet above grade, whichever is lower.

2. Size:

(a) Neither the body of the awning or canopy nor its supports shall be allowed to project more than five feet from the wall of any building; however, in no case shall such projection be permitted to infringe on any adjacent lot, parcel or tract.

(b) Lettering, numbers, symbols, characters, trademarks, and the like appearing upon the body or apron of any awning shall not exceed 30% of the area of the awning or canopy. ~~18 inches in height.~~

(c) There is hereby established a limit of two lines ~~one line~~ of letters and numeric characters permitted upon any awning or canopy. ~~No use of symbols, characters, trademarks, pictures or similar illustrations or pictorial representations shall be permitted as any matter of right under the terms of this subsection, except as may be allowed on the line of permitted lettering.~~

3. Display Standards

Awning and canopy signs must be one color and compatible with the color scheme of the facade.

A.B. Changeable Copy Signs

Changeable copy signs shall be permitted subject to the following: ~~Church, religious group, school and civic group changeable copy signs shall be permitted in residential districts, subject to the following:~~

1. Location:

- (a) Changeable copy signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 zoning districts for non-residential uses.
- (b) No sign shall be located closer than 15 feet to any other lot, parcel or tract.

2. Size:

- (a) No sign shall exceed 30 square feet in area.
- (b) No sign shall project higher than 72 inches above the ground level at the base of the sign.

3. Display

- (a) If a changeable copy sign takes the form of a monument sign, it shall follow the regulations for landscaping around monument signs in Section 42-86.2.D.3.
- (b) There shall be no more than one changeable copy sign per lot, parcel or tract.

C. Freestanding Signs

Freestanding signs shall be permitted subject to the following:

1. Location:

- (a) Freestanding signs are permitted in the C-1 zoning district.
- (b) Freestanding signs shall be permitted in front yards only.
- (c) No freestanding sign may be erected on, over or within five feet of any public right-of-way.

~~There shall be no more than one freestanding sign or monument sign per lot, parcel or tract.~~

2. Size

(a) No freestanding sign shall exceed 50 square feet in area.

(b) Freestanding ~~business~~ signs shall be no higher than 15 35 feet above the curb level.

~~(b)~~(c) The base of all freestanding signs must measure at least 2 feet in width or diameter.

3. Display Standards

There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

B-D. Monument Signs

Monument signs shall be permitted subject to the following:

1. Location

(a) Monument signs are permitted in the C-1, C-4, C-5, I-1 and I-2 zoning districts. Monument signs are also permitted in the A-1, A-2, A-3, B, B-1, SA 3, SA 5, SA 6 -zoning districts for non-residential uses.

(b) Monument signs shall be permitted in front yards only.

(c) No monument sign may be located within five feet of any public right-of-way.

2. Size

(a) No monument sign shall exceed 40 square feet in area.

(b) Monument signs shall be no higher than 8 feet above grade.

(c) The base of all monument signs must measure at least 2 feet in width or diameter.

3. Display Standards

(a) Monument signs shall have landscaping around the base of the sign. The landscape area shall extend a minimum of three feet in width on all signs of the sign base and shall consist of shrubs, perennials and/or other vegetative groundcover. This should be indicated on the rendering of

the sign or by a list of plantings included with the sign permit application.

- (b) There shall be no more than one monument or freestanding sign per lot, parcel, or tract.

C.E. Nameplate Signs for Multi-Family Buildings

Nameplate signs for multi-family buildings shall be permitted subject to the following:

1. Location

- (a) Nameplate signs for multi-family buildings are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-3, C-4 and C-5 zoning districts.

- (b) Nameplate signs shall be affixed to the building or located in front yards only.

- ~~(a)~~(c) No nameplate sign shall be located less than 15 feet from the property line.

- ~~(b)~~(d) No nameplate sign shall project higher than 7 feet above ground level at the base of the sign.

2. Size

No nameplate sign shall exceed 2 square feet in area.

3. Display

There shall be no more than one nameplate sign for each dwelling unit.

D.F. Projecting Signs

Projecting signs shall be permitted subject to the following:

1. Location

- (a) Projecting signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts. Projecting signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.

- ~~(a)~~(b) No projecting sign shall be mounted higher than 16 feet from the ground level.

(c) No projecting sign shall extend higher than the roof of a building except in the case of one-story buildings, where signs shall be permitted to exceed the roof height by two feet.

(d) No projecting sign shall be lower than 13 feet from the ground to the bottom of the sign.

(b)(e) A maximum of one pedestrian scaled projecting sign is permitted for every 30 feet of storefront façade.

2. Size

No projecting sign in the SA 1, SA 2, SA 3, SA 4, SA 5, or SA 6 zoning districts shall exceed 7 square feet in area. No projecting sign in any other district shall exceed 20 square feet in area.

3. Display

There shall be no more than one projecting sign on buildings with frontage on one street. Corner buildings with frontage on two streets shall be permitted to have one sign per frontage.

G. Wall Signs

Wall signs shall be permitted subject to the following:

1. Location

(a) Wall signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. Wall signs are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5 and SA 6 zoning districts for non-residential uses.

(b) Wall signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

(c) Wall signs shall be located within or shall not extend more than 12 inches from the wall of the building. Any sign attached to the wall of a building shall be attached in such a manner that the face of the sign is substantially parallel to the wall.

2. Size

(a) -The maximum overall vertical dimension of wall signs shall be four feet.

(b) No wall sign shall exceed 1 square foot per linear foot of zoning lot frontage, or 100 square feet, whichever is less.

3. Display Standards

 If a raceway is visible as part of a wall sign, the color of the raceway must match the color of the exterior of the façade.

E.H. Window Signs

 Window signs shall be permitted subject to the following:

1. Location

 Window signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 zoning districts.

2. Size

 Window signs shall not exceed 25% of the window area. This shall be enforceable for temporary and permanent window signs, and shall be enforceable regardless of when the window signs were installed.

Sec. 42-87 Temporary Signs Permitted by District.

 The following types of temporary signs are permitted in the following districts:

<u>Sign Type</u>	<u>Residential Districts</u>	<u>Station Area Districts</u>		<u>Commercial Districts</u>			<u>Industrial Districts</u>	<u>Open Space Districts</u>
		<u>SA 1, SA 2, SA 3, SA 4</u>	<u>SA 5, SA 6</u>	<u>C-1</u>	<u>C-3</u>	<u>C-4, C-5</u>		
	<u>A, A-1, A-2, A-3, B, B-1</u>						<u>I-1, I-2</u>	<u>S-1, S-2</u>
<u>A-Frame Signs</u>		●	○		●	●		
<u>Banner Signs</u>	○	●	○	●	●	●	●	●
<u>Temporary Residential Signs</u>	●	●	●	●	●	●		

● = Permitted

○ = Permitted for non-residential uses

Sec.42-88 Temporary Sign Regulations

(1) Temporary Sign Types

Each business is permitted have one temporary sign type at a time.

A. A-Frame Signs

A-Frame signs shall be permitted subject to the following:

1. Location

(a) A-Frame signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-3, C-4, and C-5 districts. They are also permitted in the SA 5 and SA 6 district for non-residential uses.

~~(a)~~(b) A-Frame signs may be located on the sidewalk, but at least four feet of sidewalk must be maintained so as not to interfere with pedestrian traffic or accessibility.

2. Size

(a) A-Frame signs shall not exceed 4 feet in height.

(b) A-Frame signs shall not exceed 8 square feet in area.

3. Display Standards

(a) A-Frame signs may be displayed on a daily basis.

(b) A-Frame signs must be removed during times when the business is closed.

(c) A maximum of one A-Frame sign shall be permitted per non-residential use.

B. Banner Signs

Banner signs shall be permitted subject to the following:

1. Location

(a) Banner signs are permitted in the SA 1, SA 2, SA 3, SA 4, C-1, C-3, C-4, C-5, I-1 and I-2 districts. They

are also permitted in the A, A-1, A-2, A-3, B, B-1, SA 5, and SA 6 districts for non-residential uses.

(a)(b) Banner signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level.

2. Size

No banner sign shall exceed 80 square feet.

3. Display Standards

(a) Banner signs shall be displayed for no more than one 30 day period in one calendar year.

(b) If the sign refers to a specific event or occurrence, the sign shall be removed within three days after said event or occurrence.

(c) A maximum of one banner sign is permitted per non-residential use.

B.C. Temporary Residential Signs

Temporary residential signs are permitted without a permit if they conform to the standards listed in this section. Temporary residential signs shall be permitted subject to the following:

1. Location

(a) Temporary residential signs are permitted in the A, A-1, A-2, A-3, B, B-1, SA 1, SA 2, SA 3, SA 4, SA 5, SA 6, C-1, C-3, C-4, and C-5 districts.

(b) Temporary residential signs shall be located no closer than 3 feet from the property line. Signs shall also be located at least 15 feet from any other lot, parcel or tract.

2. Size

(a) No temporary residential sign shall exceed 6 square feet in area.

(b) No temporary residential sign shall project higher than 42 inches above the ground level at the base of the sign.

3. Display Standards

(a) If the sign is associated with an event or sale, the sign shall not be allowed to be maintained for more than three days after the event, closing of the sale or rental of the property.

(b) A maximum of two temporary residential signs are permitted per property.

DIVISION 2. RESIDENTIAL DISTRICTS

Sec. 42-112. Applicability.

This division shall apply to signs in residential districts and only those classes of signs specified in this division shall be permitted in those districts; provided, however, that signs identified as unregulated in section 42-3 are also permitted in residential districts.

(Code 1964, § 31-8(a); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)

Sec. 42-113. Nameplates and identification signs.

Nameplates and identification signs for multiple-family dwellings shall be permitted in B and B-1 Multi-Family Residential Districts subject to the following:

- (1) Area and number. There shall not be more than one nameplate for each dwelling unit indicating the name and address of each occupant. Furthermore, one additional identification sign not exceeding six square feet displaying the name and address or management of the development shall be permitted as an additional sign on the secondary street.
- (2) Height. No sign shall project higher than seven feet above ground level at the base of the sign.
- (3) Location. No identification sign shall be located less than 15 feet from the property line.

Sec. 42-114. Real estate signs.

Real estate signs shall be permitted in residential districts subject to the following:

- (1) Area and number. There shall be not more than one such sign for each lot, parcel or tract. No sign shall exceed six square feet in area. In computing the area of a real estate sign, the structural supports adjacent to and coterminous

~~with the sign face, if any, shall be considered part of the display and thus of the sign surface area.~~

- ~~(2) *Height.* No sign shall project higher than 42 inches above the ground level at the base of the sign.~~
- ~~(3) *Location.* No sign shall be located closer than 15 feet to any other lot, parcel or tract.~~
- ~~(4) *Removal.* Signs shall not be allowed to be maintained for more than three days after the closing of the sale or rental of property.~~

~~(Code 1964, § 31-8(c); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-115. – Parking area signs.~~

~~Parking area signs shall be permitted in residential districts, subject to the following:~~

- ~~(1) *Area and number.* Signs designating parking area entrances or exits are limited to one sign for each such exit or entrance and to a maximum size of four square feet each. In addition, one sign designating the existence per parking area and limited to a maximum size of four square feet shall be permitted.~~
- ~~(2) *Height.* No sign shall project higher than seven feet above the ground level at the base of the sign.~~

~~(Code 1964, § 31-8(d); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-116. – Church identifications signs.~~

~~Church identification signs shall be permitted in residential districts, subject to the following:~~

- ~~(1) *Area and number.* There shall be no more than one sign per lot, parcel or tract. No sign shall exceed 30 square feet in area.~~
- ~~(2) *Height.* No sign shall project higher than seven feet above the ground level at the base of the sign.~~
- ~~(3) *Location.* No sign shall be located closer than 15 feet to any other lot, parcel or tract.~~

~~(Code 1964, § 31-8(e); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-117. – Religious, educational and civic group changeable copy signs.~~

~~Church, religious group, school and civic group changeable copy signs shall be permitted in residential districts, subject to the following:~~

- ~~(1) *Area and number.* There shall be no more than one sign per lot, parcel or tract. No sign shall exceed 30 square feet in area.~~
- ~~(2) *Height.* No sign shall project higher than 72 inches above the ground level at the base of the sign.~~
- ~~(3) *Location.* No sign shall be located closer than 15 feet to any other lot, parcel or tract.~~

~~(Code 1964, § 31-8(f); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-118. – Temporary signs.~~

- ~~(a) *Generally.* Temporary signs shall be allowed for a period not to exceed 30 days. If the sign refers to a specific event or occurrence, the sign shall be removed within three days after said event or occurrence.~~
- ~~(b) *Construction signs.* In connection with the construction or remodeling of a building, there shall be permitted one sign not exceeding eight square feet in area. Construction signs shall be removed within two weeks after completion of the work indicated. Construction signs shall not be illuminated.~~
- ~~(c) *Rummage or garage sale signs.* Temporary signs erected in connection with a rummage sale or garage sale shall be permitted in residential districts limited to one sign not exceeding eight square feet in area, and no such sign shall continue to be used for more than three days. Rummage and yard sale signs shall not be illuminated.~~

~~(Code 1964, § 31-8(g); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-119. – Prohibited advertising signs.~~

~~Notwithstanding any other provision of this division, any sign, permanent or temporary, which advertises one or more products or services are prohibited in all residential districts except for signs advertising the sale of real estate located upon the lot for sale, garage or rummage sale signs located on the premises of the garage or rummage sale, or construction signs located on the premises being built or remodeled.~~

~~(Code 1964, § 31-8(h); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-120. – Setback requirement.~~

~~No sign shall be located closer than ten feet to any other lot, parcel, or tract.~~

~~(Code 1964, § 31-8(g); Ord. No. 1983-12, 6-27-1983; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Secs. 42-121—42-138. —Reserved.~~

~~DIVISION 3. —COMMERCIAL DISTRICTS~~

~~Sec. 42-139. —Applicability.~~

~~This division shall apply to signs in commercial districts and only those classes of signs specified in this division shall be permitted in those districts~~

~~Sec. 42-140. —Wall signs.~~

~~Wall signs shall be permitted in commercial districts subject to the following:~~

- ~~(1) — *Location.* All wall signs shall be located within, or shall not extend more than 12 inches from the wall of any building; and any sign attached to the wall of a building shall be attached in such a manner that the face of the sign is substantially parallel to such wall and shall not include any message on that portion of the sign extending from the building. The maximum overall vertical dimension of wall signs shall be four feet.~~
- ~~(2) — *Height.* Wall signs shall be no higher than the height of the building or 15 feet above grade level, whichever is lower; and no lower than seven feet, six inches above grade level. Any sign which projects again not greater than 12 inches from the face of the wall shall be at least seven feet, six inches above grade level.~~

~~(Code 1964, § 31-2(a); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-141. —Freestanding signs.~~

~~Freestanding signs shall be permitted in commercial districts subject to the following:~~

- ~~(1) — *Number.* Only one such sign per business establishment shall be permitted.~~
- ~~(2) — *Location.* Freestanding business signs shall be permitted in front yards only. No freestanding business sign may be erected on, over, or within five feet of any public right-of-way.~~
- ~~(3) — *Height.* Freestanding business signs shall be no higher than 35 feet above the curb level.~~

~~(Code 1964, § 31-2(b); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-142. —Window signs.~~

~~Window signs shall be permitted on commercial districts, provided that the sum total of all window identification and window promotional signs shall not exceed 40 percent of~~

~~the total area of the windows in which they are located. A series of windows which are separated by frames and supporting material less than six inches in width shall be considered as a single window for the purposes of computation.~~

~~(Code 1964, § 31-2(c); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-143. — Real estate signs.~~

~~Real estate signs shall be permitted in commercial districts subject to the following:~~

- ~~(1) — *Area and number.* No such sign erected upon property in any commercially zoned district by the terms of village zoning regulations shall exceed 16 square feet in area. No such sign erected upon property in any industrial zoned district by the terms of village zoning regulations shall exceed 32 square feet in area. There shall be not more than one such sign for each lot, parcel or tract, except that on a corner lot one such sign is permitted for each of two intersecting streets. Further provided that where parcels exceed 50 lineal feet in street right-of-way frontage, one sign may be permitted for each 50 foot frontage, or fraction thereof; however, the number of such signs permitted shall not exceed a total of three in number.~~
- ~~(2) — *Height.* No sign shall project higher than 72 inches above the property line.~~
- ~~(3) — *Location.* Freestanding signs shall not be located less than ten feet to any other lot, parcel or tract. Wall signs shall not infringe on any adjacent lot, parcel or tract.~~

~~(Code 1964, § 31-2(d); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-144. — Area and size of signs.~~

~~The total aggregate area for all permanent freestanding, wall, and window identification signs on any single parcel of property shall not exceed two times the lineal front footage of the principal display side of the property and no single freestanding wall or window identification sign shall exceed in any event an area of 100 square feet, total face area.~~

~~(Code 1964, § 31-2(e); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)Sec. 42-145. — Business signs at automobile service stations.~~

~~In addition to other signs permitted under this chapter, the following signs accessory to automotive service stations are permitted:~~

- ~~(1) — Racks for the orderly display of cans of engine oil may be located on or at the ends of each pump island.~~

~~(2) Two tire racks (not more than eight feet in length, six feet in height and five feet in depth) for the purpose of displaying new tire casings shall be permitted for each gasoline or tire service station. Such racks shall comply with all setback and yard requirements. Such racks shall only advertise the products contained thereon. Such racks must be enclosed after closing of business.~~

~~(3) Items for sale on the premises can be displayed within 25 feet of the property line, provided that said display must comply with all applicable fire regulations. Products may be displayed under pump island canopies or between pumps within the area of the pump island base.~~

~~(Code 1964, § 31-2(f); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-146. —Awning and canopy signs.~~

~~Awnings and canopy signs shall be permitted in commercial districts subject to the following:~~

~~(1) There shall be established a minimum of seven feet of clearance from ground level to the lowest element of the awning or canopy sign.~~

~~(2) Neither the body of the awning or canopy nor its supports shall be allowed to project more than five feet from the wall of any building; however, in no case shall such projection be permitted to infringe on any adjacent lot, parcel or tract.~~

~~(3) Lettering, numbers, symbols, characters, trademarks, and the like appearing upon the body or apron of any awning shall not exceed 18 inches in height.~~

~~(4) There is hereby established a limit of one line of letters and numeric characters permitted upon any awning or canopy.~~

~~(5) No use of symbols, characters, trademarks, pictures or similar illustrations or pictorial representations shall be permitted as any matter of right under the terms of this subsection, except as may be allowed on the line of permitted lettering.~~

~~(6) The top of any awning or canopy, including its structural elements, shall be no higher than the height of the building or 15 feet above grade, whichever is lower.~~

~~(Code 1964, § 31-2(g); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-147. —Temporary signs.~~

~~Only the following classes of temporary signs shall be permitted in commercial districts, subject to the following:~~

~~(1) — There shall be permitted a maximum of one sign at any one time during any period, and no limit on the number of periods per year, provided the total amount of calendar days shall not exceed 90 days in any calendar year. No sign shall be erected to be in conflict with the location restrictions of this chapter.~~

~~(2) — In connection with the construction or remodeling of a building, there shall be permitted one sign not to exceed 16 square feet in area. Said sign shall be removed within two weeks after completion of the work or structure indicated.~~

~~(3) — Temporary signs erected in connection with a particular event shall not be erected more than 30 days before said event. In addition, such signs shall be removed within three days following the event.~~

~~(4) — All other temporary signs shall be allowed for a maximum of 30 days unless otherwise specifically provided in this chapter.~~

~~(5) — Temporary signs shall not exceed 16 square feet in area and shall not be illuminated.~~

~~(Code 1964, § 31-2(h); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-148. — Portable signs.~~

~~(a) — Portable signs erected in connection with a grand opening or similar event, are permitted in commercial districts as follows:~~

~~(1) — One such sign shall be allowed for each lot, parcel or tract not exceeding eight square feet in area, where the length does not exceed the perpendicular height by a factor of two, or perpendicular height does not exceed the width by a factor of two. The sign shall only be displayed during the hours of operation of the business holding the permit and shall meet all other regulations of this chapter regarding location and placement.~~

~~(2) — One such sign shall be allowed for each lot, parcel or tract not exceeding 32 square feet in area, where the length does not exceed the perpendicular height by a factor of two, or perpendicular height does not exceed the width by a factor of two. The sign shall be permitted for a maximum of four periods in each calendar year; each such period shall not exceed 15 calendar days in length.~~

~~(b) — No portable signs shall be in conflict with location restrictions of section 42-61.~~

~~(Code 1964, § 31-2(i); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-149. — Window promotional signs.~~

~~Non-illuminated temporary sale signs in windows shall be permitted.~~

~~(Code 1964, § 31-2(j); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

~~Sec. 42-150. – Projecting signs.~~

~~Only one sign per wall shall be permitted and not to exceed two on a corner building. The area of the sign is not to exceed 50 square feet, and no sign shall extend to a height greater than 35 feet from the ground to the top of the sign, nor shall any sign be lower than 13 feet from the ground to the bottom of the sign. Signs are not to extend higher than the roof of a building except in the case of one-story buildings; signs may exceed the roof height by two feet.~~

~~(Code 1964, § 31-2(k); Ord. No. 1983-12, 6-27-1983; Ord. No. 1989-29, 6-29-1989; Ord. No. 1990-8, 2-12-1990; Ord. No. 97-32, 6-23-1997)~~

Secs. 42-~~15188~~—42-168. – Reserved.

ARTICLE V. - NONCONFORMING SIGNS

Sec. 42-169. - Continuation conditionally authorized.

All signs , except for window signs, representing existing uses legally in existence on the effective date of the ordinance from which this chapter is derived that are not in compliance with the intent of this chapter and which exist in a structurally safe and sound manner, shall be termed legal nonconforming signs uses—and may be continued only as provided in this chapter. Permanent and temporary window signs shall be in compliance with this chapter.

Sec. 42-170. - Lapse, discontinuance or abandonment of nonconforming status.

Whenever a nonconforming sign structure use of a sign has been discontinued or abandoned for advertising purposes for a period of six consecutive months 30 days, or when the corresponding non-residential use had a discontinuance of operations discontinued its operations at the subject premises for 30 days, the non-conforming sign structure shall be removed. or whenever there is evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not, after being discontinued or abandoned, be re-established; and the Subsequent signs on the property shall use of the sign hereafter shall be in conformity with the regulations of this Code.

Sec. 42-171. - Normal maintenance permitted.

Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming use.

Sec. 42-172. - Structural alteration, enlargement or extension prohibited; exception.

No structural alteration, enlargement or extension shall be made for a nonconforming sign, unless the alteration is required by law or the alteration will actually result in the elimination of the nonconforming use.

Sec. 42-173. - Damage to or destruction of nonconforming sign.

- (a) If a nonconforming sign is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at that time, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this Code.

- (b) In the event the damage or destruction is less than 50 percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition and use until the nonconforming sign is otherwise abated by the provisions of this Code.
- (c) In either event, restoration or repair of the sign must be started within a period of six months from the date of damage or destruction and diligently pursued to completion.
- (d) In every case, the reconstructed sign shall conform to the building and electrical codes in force at the time of its reconstruction, except where such sign is in a condition which causes a peril to the public health, safety and welfare. If the sign exists as a peril, the Chief Building Inspector ~~code enforcement officer~~ can order repair or removal by the owner immediately.

Sec. 42-174. - Expiration of nonconforming status.

Notwithstanding any provision of this article to the contrary, all legal nonconforming signs shall comply with the following provisions:

- (1) Within one year following the effective date of the ordinance from which this chapter is derived, all legal nonconforming signs shall be brought into compliance with the provisions of section 42-~~5756~~ regarding the intensity of illumination. All illuminated signs shall not produce more than 30 foot candles of illumination four feet from the sign.
- ~~(2) Upon the transfer of business property, all nonconforming signs shall be brought into compliance with this chapter within six months following the date of title transfer of the property, unless the sign is intended to be used without alteration and does not become an off-premises nonconforming sign.~~ (2) (3) No conforming sign shall be erected on the same premises with an existing nonconforming sign until the nonconforming sign has been removed or made to conform. However, in commercial centers, the fact that one particular business or activity has a nonconforming sign will not prohibit another business or activity on the same premises from erecting a conforming sign.

Secs. 42-175—42-201. - Reserved.

ARTICLE VI. — VARIANCES AND HISTORIC SIGN DESIGNATIONS.

Sec. 42-202. - Authority to grant; required findings.

The village board, by ordinance, may vary the regulations of this chapter, provided the board makes a finding of fact based upon the standards hereinafter prescribed that the application of the letter of the regulations of this chapter will create practical difficulties or particular hardships for the applicant and will not result in harm to

public health, safety and welfare. The village board may also grant historic sign designations to allow for the protection and continuance of obsolete or non-conforming signs that reflect the historic character of the Village of Brookfield.

Sec. 42-203. — Application for Variance.

Applications for variations may be filed by any person having a proprietary interest in property. Such applications for variations shall be filed with the village Department of Community and Economic Development ~~code enforcement department~~ and shall forward a copy of the same to the planning and zoning commission without delay. The application shall be in such numbers of copies, be in such form and contain such information as the village board may prescribe from time to time, but shall in all instances contain the following:

- (1) The name and address and telephone number of the applicant and the owner of the property in question and the owner of the business, if different;
- (2) Street address of the property in question and legal description of the property in question;
- (3) A concise written statement explaining the nature of the variation being sought, or the sections of this chapter which the variation is being sought, and the extent of the sign's compliance with the standards set forth; and
- (4) Photographs or scale drawings as may be appropriate to explain the nature of the sign or to explain the need for the variation.

Sec. 42-204. - Public hearing.

The ~~code enforcement department~~ Department of Community and Economic Development shall refer the application for variation to the village planning and zoning commission for the purpose of holding a public hearing thereon pursuant to the rules for public hearings provided in ~~this chapter~~ The Code of Ordinances, Village Of Brookfield, Illinois and by state law. Following the hearing, the planning and zoning commission shall transmit to the village board a written report giving its findings as to the proposed variation and giving its recommendations for action to be taken by the president and board of trustees.

Sec. 42-205. - Fees and other costs.

- (a) Before filing with the planning and zoning commission any notice of appeal from or application for review of any ruling or action of the village manager or other official designated by the village board under this chapter, or any petition by one or more

property owners for any change in the regulations established under this chapter, such appellant, applicant, or petitioner filing same shall pay to the village manager the sum provided in the village fee schedule for an appeal or application for review of any ruling.

- (b) The appellant, applicant, or petitioner filing each petition shall be responsible for the publication of required notices of public hearings in connection with said petition prescribed by this chapter and the full costs associated therewith.
- (c) In addition to the fees set forth with regard to a petition, the village shall require an applicant to deposit an additional sum of money with the village for the actual cost of the processing of the proceedings excluding the time, facilities and supplies incurred or utilized by fulltime village employees. When the village manager or his designee should reasonably believe that the costs likely to be incurred by the village or costs previously incurred exceed seven hours of secretarial time, five hours of transcription time or involve additional costs for attorneys or other personnel, the village manager or his designee shall require the applicant to deposit or pay a sum of money anticipated to cover the actual increased costs of the village. If, at the conclusion of the hearing, all of the funds deposited have not been expended, the applicant shall receive a refund of such unexpended additional deposit. If additional funds above the level of the initial deposit have been or are about to be incurred, a further deposit may be required. No hearing shall be scheduled, or, if scheduled, shall proceed until the amount of the deposit or payment has been made for any hearing which has been scheduled until the provisions of this section have been complied with.
- (d) No filing fee or deposit shall be required for motions or petitions hereunder initiated by the village board or the planning and zoning commission.

Sec. 42-206. — Standards for Variance.

- (a) *Existing signs.* With respect to existing signs, a variation from the regulations of this chapter shall not be granted unless evidence is presented that:
 - (1) Because of unusual circumstances concerning the signs in question, the strict enforcement of the regulations as set forth in this chapter would impose an undue hardship on the applicant.
 - (2) The proposed variation would not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship not generally applicable to other properties.
 - (3) The waiver of any of the provisions of this chapter would not have a detrimental effect on any other nearby property, or to the general public.
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.

- (b) *New signs.* With respect to the erection of new signs, a variation from the regulations set forth in this chapter shall not be granted unless evidence is presented that:
- (1) The proposed variation will not be materially detrimental to other nearby property;
 - (2) Notwithstanding the benefits, the property in question will suffer some demonstrable and irreversible hardship if made to conform to the strict letter of this chapter;
 - (3) The alleged hardship has not been created by anyone presently having a proprietary interest in the property; and
 - (4) The proposed variation is in harmony with the spirit and intent of this chapter.

Sec. 42-207. – Variance Procedure and Appeal to Village Board.

The procedure for sign variances shall follow the same procedure for zoning variances, which is outlined in Section 62-759 of the Village Code. All appeals from decisions of the village planning and zoning commission shall be directed to the village board who shall have final authority.

Sec. 42-208. – Application for Historic Sign Designation

Applications for historic sign designation may be filed by the owner of the property on which the sign is located. These applications shall include the following:

- (a) Written history of the sign and explanation of its significance to Brookfield's history;
- (b) Maintenance plan for the sign's upkeep with contact information for responsible party;
- (c) Plan for reconstruction or removal if the sign becomes damaged and/or hazardous.

Sec. 42-209 Standards for Historic Sign Designation.

In order to receive designation as a historic sign, a sign must meet the following criteria:

- (a) Age – The proposed sign must be a minimum of 15 years old.
- (b) Significance – The proposed sign must possess significant and historic value to the Village of Brookfield.
- (c) Design – The proposed sign must possess unique physical design characteristics such as configuration, message, color, texture, materials, illumination, etc.

Sec. 42-209 - Procedure for Historic Sign Designation.

- (a) An application for historic sign designation shall be filed by the owner of the sign (or property at which the sign is located) with the Village Planner four weeks in advance of the proposed Planning and Zoning Commission meeting.
- (b) The petitioner shall comply with the same public noticing requirements as are required for a variance.
- (c) At the Planning and Zoning Commission meeting, the commission shall receive sworn testimony and evidence pertaining to the request for historic sign designation and any objections thereto. Within 30 calendar days after the conclusion of the public hearing, the Planning and Zoning Commission shall render its recommendation for consideration of the Village Board.
- (d) The Village Board shall act on the request for historic sign designation.
- (e) Historic sign designation shall be made effective in ordinance form.
- (f) Historic sign designation shall be effective for five years from the date of ordinance. Applicants must re-apply and receive historic sign designation before the five-year deadline. Historic sign designation renewal is unlimited if it lawfully receives approval from the Village Board of Trustees.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect ten (10) days following its passage, approval and publication in pamphlet form as provided 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, 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



Request For Board Action

REFERRED TO BOARD: October 14, 2019

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of an Ordinance Amending Chapters 46 Entitled "Streets, Sidewalks and Rights of Way" and 48, Entitled "Subdivisions," of the Code of Ordinances of the Village of Brookfield - Development Requirements and Storm Water Management

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the August 26 Committee of the Whole meeting, the Village Engineer presented a series of proposed modifications to the Village Code which regulate the Village's stormwater management requirements. The significant changes pertain to:

- For single-family and multi-family properties, improvements that result in less than 300 sq. ft. of new impervious area would not require stormwater detention on site. Any improvement which adds more than 300 s.f. of impervious area would trigger stormwater management requirements.
- For commercial properties, the Ordinance differentiates maintenance activities, such as resurfacing, from construction, i.e. new parking lot or structural changes to a parking lot. For maintenance work, no stormwater management requirements would be triggered.

After discussion at the COTW meeting, the Board directed that an Ordinance be drafted for formal consideration.

FINANCIAL IMPACT: None.

DOCUMENTS ATTACHED: [Subject Ordinance](#).

RECOMMENDED MOTION: Move to approve the subject Ordinance.

ORDINANCE NO. 2019 - 51

**AN ORDINANCE AMENDING CHAPTER 46 ENTITLED “STREETS, SIDEWALKS
AND RIGHTS-OF-WAY” AND CHAPTER 48 ENTITLED “DEVELOPMENTS,
IMPROVEMENTS AND SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, REGULATING
STORMWATER MANAGEMENT**

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 the Village of
Brookfield, Illinois, this 14th day
of October 2019.

ORDINANCE NO. 2019 - 51

AN ORDINANCE AMENDING CHAPTER 46 ENTITLED “STREETS, SIDEWALKS AND RIGHTS-OF-WAY” AND CHAPTER 48 ENTITLED “DEVELOPMENTS, IMPROVEMENTS AND SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, REGULATING STORMWATER MANAGEMENT

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago is authorized by Section 5-1062.1 of the Counties Code (55 ILCS 5/5-1062.1) and by Section 7h of the Metropolitan Water Reclamation District Act (70 ILCS 2605/7h) to, among other things: (1) supervise stormwater management in Cook County, Illinois (hereinafter the “County”); (2) prepare and adopt by ordinance a countywide stormwater management plan for the County; and (3) prescribe by ordinance reasonable rules and regulations for floodplain and stormwater management and for governing the location, width, course and release rate of all stormwater runoff channels, streams and basins in the County;

WHEREAS, on October 3, 2013, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago adopted a Watershed Management Ordinance, as Ordinance No. 013-002 effective date of May 1, 2014 (hereinafter the “WMO”);

WHEREAS, the Village of Brookfield (hereinafter the “Village”) is located in the County and is, therefore, subject to the WMO which regulates the floodplain and stormwater management effects of “developments” and “qualified sewer construction” in the Village, as defined and set forth in the WMO ;

WHEREAS, the Village is authorized by Sections 1-2-1, 11-12-12, 11-13-1, 11-20-4, 11-20-10, 11-30-2, 11-30-8, 11-109-1, 11-110-1 and 11-110-2 of the Illinois

Municipal Code (65 ILCS 5/1-2-1, 5/11-12-12, 5/11-13-1, 5/11-20-4, 5/11-20-10, 5/11-30-2, 5/11-30-8, 5/11-109-1, 5/11-110-1 and 5/11-110-2) to regulate stormwater management within the Village;

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the public to require developers to adhere to certain regulations in the development of residential and commercial buildings and improvements that will provide for the management of storm water in accordance with the WMO ; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the public to amend Chapter 48, entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, to provide for storm water management regulations that are in accordance with the WMO and to amend Chapter 46 entitled “Streets, Sidewalks and Rights-of-Way” and Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, to provide requirements for the submission of certain information prior to the issuance of a permit for the development of single-family residential, multi-family residential or commercial property within the Village;

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

Section 1. Recitals. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

Section 2. Amendment of Section 48-1. Section 48-1 entitled “Definitions” of Article I entitled “In General” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-1 - Definitions.

The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Commercial Development - any improvement to commercial property that includes the construction of a new building or a change in the use of a property.

Flow Diagram - a diagram showing existing improvements on a lot including buildings, garages, asphalt and concrete improvements, etc., proposed improvements, and depicting the direction of drainage through use of arrows. This information will typically be shown on a copy of a Plat of Survey.

Improvement - any enhancement to property that is not classified as a commercial or residential development or a major alteration.

Pavement Reconstruction –

(a) For an existing concrete parking lot or other concrete surface, pavement reconstruction is any improvement that includes the removal of the existing concrete pavement followed by the installation of new pavement.

(b) For an existing asphalt surface parking lot or other asphalt surface, pavement reconstruction, is any improvement that includes removing the existing asphalt surface and the pavement base beneath the asphalt surface (whether aggregate (stone) or concrete) and installing new pavement.

Pavement Resurfacing – any improvement that includes only the removal and replacement of the existing asphalt surface and does not include the removal and replacement of the aggregate (stone) or concrete base beneath the asphalt surface.

Residential Development - any improvement to residential property that includes the construction of a new house.

Site Grading Plan - an engineering drawing of proposed improvements to a given lot showing elevations, existing and proposed drainage, and any other improvements being constructed.

Substantial Improvement -any reconstruction, rehabilitation, addition, or improvement of a structure in which either the total cost equals or exceeds fifty

percent (50%) of the market value of the structure before the start of this type of improvement or the cumulative footprint of the additional impervious area equals or exceeds three hundred (300) square feet. The square footage for a series of improvements shall be considered on a cumulative basis as substantial improvements and shall begin on November 1, 2019.

Watershed Management Ordinance (WMO) – The latest version of the Watershed Management Ordinance adopted by the Metropolitan Water Reclamation District of Greater Chicago, as described in Article VI of this Chapter.

Section 3. Amendment of Section 48-34. Section 48-34 entitled “Single-family residential improvements that require a site grading plan” of Article III entitled “Single-Family Residential Developments and Improvements” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-34. Single-Family Residential Improvements that Require a Site Grading Plan

A Site Grading Plan will be required to be submitted and approved for the following types of single-family residential improvements:

1. New homes or buildings;
2. Driveways from a detached garage that enter and exit off the street;
3. Landscaping or grading activities that change the grade of the site such that existing drainage flows will be altered;
4. Land disturbing activity proposed in a floodplain as established by the Federal Emergency Management Agency (FEMA).

If the property owner would like clarification as to whether a Site Grading Plan or a Flow Diagram will be required, the property owner can contact the Director of Community and Economic Development.

Section 4. Amendment of Section 48-38. Section 48-38 entitled “Single-family residential development design requirements” of Article III entitled “Single-Family Residential Developments and Improvements” of Chapter 48 entitled “Developments,

Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-38. Single-Family Residential Development Design Requirements

Any new single-family residential development shall meet the following design requirements:

- (1) A new sanitary sewer service shall be installed from the building to a new connection with the Village’s sewer system. The existing sanitary sewer service connection will be abandoned by removing the existing sewer service pipe and/or fitting, and replacing a short section of the village’s sewer pipe.
- (2) A new water service shall be installed from the building to a new connection with the Village’s water system. The existing water service connection will be abandoned by closing the corporation stop and installing a plug.
- (3) All deteriorated sections of existing sidewalk shall be replaced. The Supervisor of Building and Zoning will inspect the existing sidewalk during the plan review process and indicate which sections of sidewalk must be replaced.
- (4) The minimum slope for any impervious or grass areas shall be one percent (1%).
- (5) The minimum cross slope for sidewalk shall be two percent (2%).

Section 5. Amendment of Section 48-200. Section 48-200 entitled “Scope of Regulation” of Article VI entitled “Watershed Management Ordinance” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby further amended as follows:

Sec. 48-200. - Scope of regulation.

- (a) The WMO applies to all development within the boundaries of the village and qualified sewer construction within the village’s corporate boundaries or service agreement areas, over which the village has jurisdiction, including those developments under the control of any governmental entity, agency, or authority.
- (b) Any person proposing a development or improvement that falls under any of the categories set forth in section 48-201 of this article

VI shall obtain a watershed management permit from the district prior to development.

- (c) Any person proposing to install qualified sewer construction within the village's corporate limits or service agreement areas, shall obtain a watershed management permit from the district prior to commencing sewer work.
- (d) The provisions of the WMO do not apply to any of the following:
 - (1) Structures and land uses existing as of the effective date of the WMO, except when redevelopment occurs;
 - (2) Proposed development with an active sewerage systems permit issued prior to the effective date of the WMO, which has not been fully constructed by the effective date of the WMO;
 - (3) Proposed development for which a complete sewerage system permit application has been accepted by the district prior to the effective date of the WMO. Any such sewerage system permit application is subject to the sewer permit ordinance and manual of procedures effective at the time the application was made. A complete sewerage system permit application is considered accepted by the district upon actual receipt by the district and is minimally composed of the following:
 - a. Complete and executed sewerage system permit forms consisting of schedules A, B, C, and D where stormwater detention is required;
 - b. Sewerage system permit fee paid in full;
 - c. Plan drawings signed and sealed by a professional engineer; and
 - d. Permit documents signed by the permittee and co-permittee.
 - (4) A development included at the time of the effective date of the district's watershed maintenance ordinance on the district's existing development plans list, except that such developments must comply with the provisions of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures. The existing development plans list shall have been subject to all of the following conditions:
 - a. The district has compiled an existing development plans list before the effective date of the district's watershed maintenance ordinance;

- b. All developments included on the existing development plans list are subject to the provisions of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures, provided the development has:
 - 1. Submitted a complete permit application within one year of the effective date of the district's watershed maintenance ordinance; and
 - 2. Conformed to the permit application requirements of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures;
 - c. A development must have received preliminary approval from the district to be included on the existing development plans list;
 - d. A development shall be removed from the existing development plans list upon expiration of the district's preliminary approval; and
 - e. The existing development plans list shall expire one year from the effective date of the district's watershed maintenance ordinance;
- (5) Development activities listed solely in section 48-201.1 that are undertaken by the district, state agencies, or federal agencies (e.g., IDOT, Illinois Tollway Authority, or the Corps); or
- (6) Development undertaken as a flood control project.
- (e) Existing structures that do not conform to the requirements of the district's watershed maintenance ordinance shall not be substantially improved, replaced, or enlarged in any manner unless such substantial improvements, replacements, or enlargements conform to the requirements of the WMO.

Section 6. Amendment of Section 48-400. Section 48-400 entitled “Stormwater drainage requirements for single-family residential improvements” of Article VII entitled “Stormwater Management” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-400. Stormwater Management Requirements for Single-Family Residential Improvements

- (a) All single-family residential improvements shall be designed to have positive, overland drainage to village-owned street rights-of-way.
- (b) Single-family residential improvements shall include:
 - (1) Substantial improvements to a structure.
 - (2) The installation of impervious improvements including patios, sidewalks, driveways, or garages. Stormwater management improvements will not be required for the replacement of existing patios, sidewalks, driveways, or garages. that do not increase the amount of existing impervious area.
 - (3) Stormwater management improvements will not be required for the Pavement Reconstruction or Pavement Resurfacing of driveways that do not increase the amount of existing impervious area.
- (c) If the improvements result in an increase of more than three hundred (300) square feet of impervious area, then any impervious areas for which it is not possible to achieve positive, overland drainage to a village-owned street right-of-way shall provide storage for 3" of runoff from such impervious area through the installation of infiltration pits, rain gardens, or other approved means.
- (d) If the property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard and below-ground storage must be provided for that portion of the roof.
- (e) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 7. Amendment of Section 48-401. Section 48-401 entitled "Stormwater drainage requirements for single-family residential developments" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-401. Stormwater Management Requirements for Single-Family Residential Developments

- (a) All single-family residential developments shall be designed to have positive drainage to village-owned street rights-of-way.
- (b) Single-family residential developments shall include:
 - (1) Any developments that include the construction of a new, single-family house.
 - (2) Substantial Improvements to a single-family residential house.
- (c) Any areas for which it is not possible to achieve positive, overland drainage to a village-owned street right-of-way shall provide storage for three inches (3") of runoff through the installation of infiltration pits, rain gardens, or other approved means. The volume shall be provided for the entire area that does not have positive drainage to a village-owned street right-of-way regardless of whether the area is pervious or impervious.
- (d) If the single family residential property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard, and below-ground storage must be provided for that portion of the roof.
- (e) Any areas that are not tributary to the street right-of-way via overland flow (e.g., rear yard areas, etc.) will not be allowed to have their runoff directed to the street right-of-way using storm sewer and pop-up emitters or other similar means.
- (f) Only the front fifty percent (50%) of house roof areas will be allowed to discharge to areas that are tributary to the sewer system located in the street right-of-way. The rear fifty percent (50%) of house roof areas must discharge into the rear yard, and the tributary area of this section of the roof will need to be accounted for when sizing the below-ground storage.
- (g) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 8. Amendment of Section 48-402. Section 48-402 entitled "Stormwater drainage requirements for commercial and multifamily residential improvements and developments" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of

Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-402. Stormwater Management Requirements for Multi-Family Residential Improvements

- (a) All multi-family residential improvements shall be designed to have positive, overland drainage to village owned street rights-of-way.
- (b) Multi-family residential improvements shall include:
 - (1) Substantial Improvements.(2) The installation of impervious improvements including patios, sidewalks, driveways, or garages. Stormwater management improvements will not be required for the replacement of existing patios, sidewalks, driveways, or garages that do not increase the amount of existing impervious area.
- (c) If the improvements result in an increase of more than three hundred (300) square feet of impervious area, then any impervious areas for which it is not possible to achieve positive, overland drainage to a village owned street right-of-way shall provide storage for three inches (3”) of runoff from such impervious area through the installation of infiltration pits, rain gardens, or other approved means.
- (d) If the property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard and below-ground storage must be provided for that portion of the roof.
- (e) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 9. Amendment of Section 48-403. Section 48-403 entitled “Stormwater drainage requirements for commercial and multifamily residential improvements and developments” of Article VII entitled “Stormwater Management” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-403. Stormwater Management Requirements for Multi-Family Residential Development

- (a) All multi-family residential developments shall be subject to the permitting and Stormwater Management Requirements of the WMO and this Code.
- (b) All multi-family residential developments shall be designed to have positive, overland drainage to village-owned street rights-of-way.
- (c) Multi-family residential developments shall include:
 - (1) Any developments that include the construction of a new, multi-family residential building; and
 - (2) Substantial Improvements to an existing Multi-family residential building.
- (d) For any areas for which it is not possible to achieve positive, overland drainage to a village-owned street right-of-way storage for three inches (3") of runoff shall be provided through the installation of infiltration pits, rain gardens, or other approved means. The volume shall be provided for the entire area that does not have positive drainage to a village-owned street right-of-way regardless of whether the area is pervious or impervious.
- (e) If the multi-family residential property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard, and below-ground storage must be provided for that portion of the roof.
- (f) Any areas that are not tributary to the street right-of-way via overland flow (e.g., rear yard areas, etc.) will not be allowed to have their runoff directed to the street right-of-way using storm sewer and pop-up emitters or other similar means.
- (g) Only the front fifty percent (50%) of building roof areas will be allowed to discharge to areas that are tributary to the sewer system located in the street right-of-way. The rear fifty percent (50%) of building roof areas will discharge into the rear yard, and the tributary area of this section of the roof will need to be accounted for when sizing the below-ground storage.
- (h) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 10. Amendment of Section 48-404. Section 48-404 entitled "Maintenance and operation of stormwater facilities" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions"

of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-404. Stormwater Drainage Requirements for Commercial Improvements and Developments

- (a) Stormwater Management improvements shall be required for the following types of commercial improvements.
 - (1) All improvements to commercial properties that result in an increase of more than one thousand five hundred (1,500) square feet of impervious area.
 - (2) Pavement Reconstruction.
 - (3) Pavement patching when the total area of pavement patching exceeds fifty percent (50%) of the existing pavement area.
- (b) Maintenance activities such as Pavement Resurfacing of existing paved areas, pavement patching (up to fifty percent (50%) of the existing pavement area), and replacement of existing sidewalk areas shall not require stormwater management improvements.
- (c) All Commercial Developments shall be subject to the Storage Requirements (retention or detention) of the WMO and this Code (see chart below).
- (d) For purposes of defining the required storage and maximum release rates for Commercial Developments, the area of development as described in Table 48-404 will include the entire impervious area of the new development.
- (e) Commercial improvements and developments less than 0.25 acre shall use volume storage methods (no piped outlet) wherever possible.
- (f) When a parking lot, or other impervious area, is resurfaced or otherwise improved as part of a Commercial Development, the area of the parking lot to be resurfaced or otherwise improved shall be subject to the storage requirements of this Code.
- (g) All storm sewers and drainage systems shall be designed in accordance with the requirements of the WMO and this Code.
- (h) The maximum area of the development that can sheet flow into a public right-of-way shall be calculated by multiplying the five foot (5') width by the length of property that abuts public right-of-way.
- (i) Private properties shall contain their drainage on their own property and shall not drain onto adjacent private properties.

- (j) All storm sewers shall be designed to provide capacity for a ten (10)-year storm event. All storm sewer lines built for public acceptance shall be sized according to the requirements of the Village Engineer.
- (k) If underground storage is being provided, all storm sewers conveying flow to the underground storage shall be designed to provide capacity for a one hundred (100)-year storm event.
- (l) For maintenance purposes, the minimum restrictor size shall be two inches (2") in diameter or larger if required by the Village Engineer.

Table 48-404

**Village of Brookfield Stormwater Management Requirements for
Commercial Improvements and Developments**

Area of Development or Improvement	Required Storage	Maximum Release Rate
Less than 1,500 square feet	None	None
1,500 square feet to 0.49 acres	Volume required to store 3" runoff over impervious area	0.20 cubic feet per second/acre
0.50 acres to 1.0 acre	Retention – Volume required to retain 1" runoff over impervious area per MWRD requirements Detention – Volume required to store 2" rain event over impervious area	0.20 cubic feet per second/acre
1.01 acres to 2.99 acres	Retention – Volume required to retain 1" runoff over impervious area per MWRD requirements Detention – calculate detention volume based on and Modified Rational Method	0.20 cubic feet per second/acre
3.0 acres and larger	Use WMO	Use WMO

Notes to Table 48-404

Providing retention in lieu of detention is acceptable

All surface water storage areas are considered impervious areas

Open Space improvements (as defined by the WMO) will be subject to the requirements of the WMO

- (m) All stormwater management facilities shall be designed in accordance with the requirements of the WMO and this Code.
- (n) For parking lot storage areas, a minimum of two inches (2") of freeboard must be provided. For all other storm water storage areas, a minimum of six inches (6") of freeboard must be provided.
- (o) Buildings and other structures must be designed to a Flood Protection Elevation (FPE) of nine inches (9") above the High Water Level (HWL) of any detention storage areas.
- (p) The maximum depth of storm water to be stored on a parking lot shall be twelve inches (12") which shall include the freeboard. All parking lot areas designed to provide storm water detention must be clearly designated on the development plan.
- (q) The property owner must provide a letter confirming his, her or its understanding that storm water is designed to pond on the parking lot pavement. Furthermore, the letter must state that the property owner accepts all liability for any personal injury or property damage resulting from the ponding of stormwater.
- (r) A minimum four foot (4') high fence shall be installed around all detention areas with more than a twelve inch (12") depth of storage.
- (s) Record drawings will be required and as a minimum shall confirm that the flow restrictor was installed per plan and demonstrate that the design storage was provided.
- (t) In certain hardship situations, as determined by the Village Engineer, a design which retains a three inch (3") rain event for the disturbed area may be allowed (drywell, rain garden, infiltration trench, etc.). In these situations, an overflow pipe must be installed at the top of the storage volume. A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1. Soil borings indicating the percolation rate of the underlying soil must be provided with the design calculations.

Section 11. Addition of Section 48-405. Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended by adding thereto Section 48-405 entitled "Maintenance and operation of stormwater facilities" to read as follows:

Sec. 48-405. Maintenance and operation of stormwater facilities

The owner of the property will be required to submit an inspection report to the Village every twenty-four (24) months confirming that the stormwater facilities are in proper working order. The inspection report shall be prepared by a qualified inspector which can be a certified plumber or a registered professional engineer. The Village has the right to inspect stormwater facilities at any time to confirm that they are in proper working order.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 13. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

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

Section 14. Effective Date. This ordinance shall be in full force and effect ten (10) days following its passage, approval and publication in pamphlet form as provided 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, 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

ORDINANCE NO. 2019 - _____

**AN ORDINANCE AMENDING CHAPTER 46 ENTITLED “STREETS, SIDEWALKS
AND RIGHTS-OF-WAY” AND CHAPTER 48 ENTITLED “DEVELOPMENTS,
IMPROVEMENTS AND SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, REGULATING
STORMWATER MANAGEMENT**

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 the Village of
Brookfield, Illinois, this 14th day
of October 2019.

AN ORDINANCE AMENDING CHAPTER 46 ENTITLED “STREETS, SIDEWALKS AND RIGHTS-OF-WAY” AND CHAPTER 48 ENTITLED “DEVELOPMENTS, IMPROVEMENTS AND SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, REGULATING STORMWATER MANAGEMENT

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago is authorized by Section 5-1062.1 of the Counties Code (55 ILCS 5/5-1062.1) and by Section 7h of the Metropolitan Water Reclamation District Act (70 ILCS 2605/7h) to, among other things: (1) supervise stormwater management in Cook County, Illinois (hereinafter the “County”); (2) prepare and adopt by ordinance a countywide stormwater management plan for the County; and (3) prescribe by ordinance reasonable rules and regulations for floodplain and stormwater management and for governing the location, width, course and release rate of all stormwater runoff channels, streams and basins in the County;

WHEREAS, on October 3, 2013, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago adopted a Watershed Management Ordinance, as Ordinance No. 013-002 effective date of May 1, 2014 (hereinafter the “~~Watershed Ordinance~~WMO”);

WHEREAS, the Village of Brookfield (hereinafter the “Village”) is located in the County and is, therefore, subject to the ~~Watershed Ordinance~~WMO which regulates the floodplain and stormwater management effects of “developments” and “qualified sewer construction” in the Village, as defined and set forth in the ~~Watershed Management Ordinance~~WMO;

WHEREAS, the Village is authorized by Sections 1-2-1, 11-12-12, 11-13-1, 11-20-4, 11-20-10, 11-30-2, 11-30-8, 11-109-1, 11-110-1 and 11-110-2 of the Illinois Municipal Code (65 ILCS 5/1-2-1, 5/11-12-12, 5/11-13-1, 5/11-20-4, 5/11-20-10, 5/11-30-2, 5/11-30-8, 5/11-109-1, 5/11-110-1 and 5/11-110-2) to regulate stormwater management within the Village;

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the public to require developers to adhere to certain regulations in the development of residential and commercial buildings and improvements that will provide for the management of storm water in accordance with the ~~Watershed Ordinance~~ WMO; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the public to amend Chapter 48, entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, to provide for storm water management regulations that are in accordance with the ~~Watershed Ordinance~~ WMO and to amend Chapter 46 entitled “Streets, Sidewalks and Rights-of-Way” and Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, to provide requirements for the submission of certain information prior to the issuance of a permit for the development of single-family residential, multi-family residential or commercial property within the Village;

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

Section 1. Recitals. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

Section 2. Amendment of Section 48-1. Section 48-1 entitled "Definitions" of Article I entitled "In General" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-1 - Definitions.

The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Commercial Development - any improvement to commercial property that includes the construction of a new building, ~~construction of new improvements that are not simply in-kind replacement,~~ or a change in the use of a property.

Flow Diagram - a diagram showing existing improvements on a lot including buildings, garages, asphalt and concrete improvements, etc., proposed improvements, and depicting the direction of drainage through use of arrows. This information will typically be shown on a copy of a Plat of Survey.

Improvement - any ~~improvement~~ enhancement to property that is not classified as a commercial or residential development, or a major alteration ~~or tear-down.~~

Pavement Reconstruction –

(a) ~~for~~ For an existing concrete parking lot or other concrete surface, pavement reconstruction is this will include any improvement that includes the removing-removal of the existing concrete pavement ~~or surface to the level of the top of the aggregate (stone) base~~ followed followed by the and installing installation a of new pavement.

(b) For an existing asphalt surfaced ~~d~~ parking lot or other asphalt surface, pavement reconstruction, this will include is any improvements that includes removing the existing asphalt surface and the pavement base beneath the asphalt surface (whether aggregate (stone) or concrete) and installing a new pavement.

Pavement Resurfacing – any improvement that includes only the removal and replacement of the existing asphalt surface and does not include the removal

and replacement of the aggregate (stone) or concrete base beneath the asphalt surface.

Residential Development - any improvement to residential property that includes the construction of a new house.

Site Grading Plan - an engineering drawing of proposed improvements to a given lot showing elevations, existing and proposed drainage, and any other improvements being constructed.

Substantial Improvement -any reconstruction, rehabilitation, addition, or improvement of a structure in which either the total cost ~~of which~~ equals or exceeds ~~50~~ fifty percent (50%) of the market value of the structure before the start of ~~construction this type of the~~ improvement or the cumulative footprint ~~of the additional impervious area of improvements~~ equals or exceeds three hundred (300) square feet. The square footage for a series of improvements shall be ~~considered on a~~ cumulative ~~basis as substantial improvements~~ and shall begin ~~as of the date of the first improvement on November 1, 2019.~~

Watershed Management Ordinance (WMO) – The latest version of the Watershed Management Ordinance adopted by the Metropolitan Water Reclamation District of Greater Chicago, as described in Article VI of this Chapter.

Section 3. Amendment of Section 48-34. Section 48-34 entitled “Single-family residential improvements that require a site grading plan” of Article III entitled “Single-Family Residential Developments and Improvements” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-34. Single-Family Residential Improvements that Require a Site Grading Plan

A Site Grading Plan will be required to be submitted and approved for the following types of single-family residential improvements:

1. New homes or buildings;
2. Driveways from a detached garage that enter and exit off the street;
3. Landscaping or grading activities that change the grade of the site such that existing drainage flows will be altered;

4. Land disturbing activity proposed in a floodplain as established by the Federal Emergency Management Agency (FEMA).

If the property owner would like clarification as to whether a Site Grading Plan or a Flow Diagram will be required, the property owner can contact the ~~Supervisor of Building and Zoning~~ Director of Community and Economic Development.

Section 4. Amendment of Section 48-38. Section 48-38 entitled “Single-family residential development design requirements” of Article III entitled “Single-Family Residential Developments and Improvements” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-38. Single-Family Residential Development Design Requirements

Any new single-family residential development shall meet the following design requirements:

- (1) A new sanitary sewer service shall be installed from the building to a new connection with the Village’s sewer system. The existing sanitary sewer service connection will be abandoned by removing the existing sewer service pipe and/or fitting, and replacing a short section of the village’s sewer pipe.
- (2) A new water service shall be installed from the building to a new connection with the Village’s water system. The existing water service connection will be abandoned by closing the corporation stop and installing a plug.
- (3) All deteriorated sections of existing sidewalk shall be replaced. The Supervisor of Building and Zoning will inspect the existing sidewalk during the plan review process and indicate which sections of sidewalk must be replaced.
- (4) The minimum slope for any impervious or grass areas shall be one percent (1%).
- (5) The minimum cross slope for sidewalk shall be two percent (2%).

Section 5. Amendment of Section 48-200. Section 48-200 entitled “Scope of Regulation” of Article VI entitled “Watershed Management Ordinance” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of

the Village of Brookfield, Cook County, Illinois, as amended, is hereby further amended as follows:

Sec. 48-200. - Scope of regulation.

- (a) The ~~district's watershed management ordinance~~ WMO applies to all development within the boundaries of the village and qualified sewer construction within the village's corporate boundaries or service agreement areas, over which the village has jurisdiction, including those developments under the control of any governmental entity, agency, or authority.
- (b) Any person proposing a development or improvement that falls under any of the categories set forth in section 48-201 of this article VI shall obtain a watershed management permit from the district prior to development.
- (c) Any person proposing to install qualified sewer construction within the village's corporate limits or service agreement areas, shall obtain a watershed management permit from the district prior to commencing sewer work.
- (d) The provisions of the ~~district's watershed management ordinance~~ WMO do not apply to any of the following:
 - (1) Structures and land uses existing as of the effective date of the ~~district's watershed management ordinance~~ WMO, except when redevelopment occurs;
 - (2) Proposed development with an active sewerage systems permit issued prior to the effective date of the ~~district's watershed management ordinance~~ WMO, which has not been fully constructed by the effective date of the ~~district's watershed management ordinance~~ WMO;
 - (3) Proposed development for which a complete sewerage system permit application has been accepted by the district prior to the effective date of the ~~district's watershed management ordinance~~ WMO. Any such sewerage system permit application is subject to the sewer permit ordinance and manual of procedures effective at the time the application was made. A complete sewerage system permit application is considered accepted by the district upon actual receipt by the district and is minimally composed of the following:
 - a. Complete and executed sewerage system permit forms consisting of schedules A, B, C, and D where stormwater detention is required;

- b. Sewerage system permit fee paid in full;
 - c. Plan drawings signed and sealed by a professional engineer; and
 - d. Permit documents signed by the permittee and co-permittee.
- (4) A development included at the time of the effective date of the district's watershed maintenance ordinance on the district's existing development plans list, except that such developments must comply with the provisions of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures. The existing development plans list shall have been subject to all of the following conditions:
- a. The district has compiled an existing development plans list before the effective date of the district's watershed maintenance ordinance;
 - b. All developments included on the existing development plans list are subject to the provisions of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures, provided the development has:
 - 1. Submitted a complete permit application within one year of the effective date of the district's watershed maintenance ordinance; and
 - 2. Conformed to the permit application requirements of the district's existing development plans list requirements—legacy sewer permit ordinance and manual of procedures;
 - c. A development must have received preliminary approval from the district to be included on the existing development plans list;
 - d. A development shall be removed from the existing development plans list upon expiration of the district's preliminary approval; and
 - e. The existing development plans list shall expire one year from the effective date of the district's watershed maintenance ordinance;
- (5) Development activities listed solely in section 48-201.1 that are undertaken by the district, state agencies, or federal agencies (e.g., IDOT, Illinois Tollway Authority, or the Corps); or

- (6) Development undertaken as a flood control project.
- (e) Existing structures that do not conform to the requirements of the district's watershed maintenance ordinance shall not be substantially improved, replaced, or enlarged in any manner unless such substantial improvements, replacements, or enlargements conform to the requirements of the ~~district's watershed maintenance ordinance~~ WMO.

Section 6. Amendment of Section 48-400. Section 48-400 entitled "Stormwater drainage requirements for single-family residential improvements" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-400. Stormwater Management Requirements for Single-Family Residential Improvements

- (a) All single-family residential improvements shall be designed to have positive, overland drainage to village-owned street rights-of-way.
- (b) Single-family residential improvements shall include:
 - (1) ~~Any Substantial improvements to a structure that result in an increase of more than 300 square feet of impervious area. The increase of impervious area shall be evaluated cumulatively for all improvements installed from the date of the adoption of this ordinance forward.~~
 - (2) ~~Typical single-family residential improvements shall include~~ The installation of impervious improvements including patios, sidewalks, driveways, or garages, ~~etc.~~ Stormwater management improvements will not be required for the replacement of existing ~~impervious~~ patios, s Sidewalks, driveways, or garages, ~~etc.~~ that do not increase the amount of existing impervious area.
 - (3) Stormwater management improvements will not be required for the Pavement Reconstruction or Pavement Resurfacing of driveways that do not increase the amount of existing impervious area.
- (c) If the improvements result in an increase of more than three hundred (300) square feet of impervious area, then any impervious areas for which it is not possible to achieve positive, overland

drainage to a village-owned street right-of-way shall provide storage for 3" of runoff from such impervious area through the installation of infiltration pits, rain gardens, or other approved means.

- (d) If the property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard, and below-ground storage must be provided for that portion of the roof.
- (e) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 7. Amendment of Section 48-401. Section 48-401 entitled "Stormwater drainage requirements for single-family residential developments" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-401. Stormwater Management Requirements for Single-Family Residential Developments

- (a) All single-family residential developments shall be designed to have positive drainage to village-owned street rights-of-way.
- (b) Single-family residential developments shall include:
 - (1) Any developments that include the construction of a new, single-family house.
 - (2) Substantial improvements to a single-family residential house ~~(see definition)~~.
- (c) Any areas for which it is not possible to achieve positive, overland drainage to a village-owned street right-of-way shall provide storage for three inches (3") of runoff through the installation of infiltration pits, rain gardens, or other approved means. The volume shall be provided for the entire area that does not have positive drainage to a village-owned street right-of-way regardless of whether the area is pervious or impervious.
- (d) If the single family residential property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard, and below-ground storage must be provided for that portion of the roof.

- (e) Any areas that are not tributary to the street right-of-way via overland flow (e.g., rear yard areas, etc.) will not be allowed to have their runoff directed to the street right-of-way using storm sewer and pop-up emitters or other similar means.
- (f) Only the front fifty percent (50%) of house roof areas will be allowed to discharge to areas that are tributary to the sewer system located in the street right-of-way. The rear fifty percent (50%) of house roof areas must discharge into the rear yard, and the tributary area of this section of the roof will need to be accounted for when sizing the below-ground storage.
- (g) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 8. Amendment of Section 48-402. Section 48-402 entitled “Stormwater drainage requirements for commercial and multifamily residential improvements and developments” of Article VII entitled “Stormwater Management” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-402. Stormwater Management Requirements for Multi-Family Residential Improvements

- (a) All multi-family residential improvements shall be designed to have positive, overland drainage to village owned street rights-of-ways.
- (b) Multi-family residential improvements shall include:
 - (1) ~~Any Substantial Improvements, that result in an increase of more than three hundred (300) square feet of impervious area. The increase of impervious area shall be evaluated cumulatively for all improvements approved to be installed as of October 1, 2019 from the date of the adoption of this ordinance forward.~~
 - (2) ~~The installation of impervious improvements including patios, sidewalks, driveways, or garages. Stormwater management improvements will not be required for the replacement of existing patios, sidewalks, driveways, or garages that do not increase the amount of existing impervious area. Typical multi-family residential improvements shall include the installation of driveways, parking areas, etc. Stormwater~~

~~management improvements will not be required for the replacement of existing impervious driveways, parking areas, etc. that do not increase the amount of existing impervious area.~~

- (c) If the improvements result in an increase of more than three hundred (300) square feet of impervious area, then any impervious areas for which it is not possible to achieve positive, overland drainage to a village owned street right-of-way shall provide storage for three inches (3") of runoff from such impervious area through the installation of infiltration pits, rain gardens, or other approved means.
- (d) If the property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard and below-ground storage must be provided for that portion of the roof.
- (e) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 9. Amendment of Section 48-403. Section 48-403 entitled "Stormwater drainage requirements for commercial and multifamily residential improvements and developments" of Article VII entitled "Stormwater Management" of Chapter 48 entitled "Developments, Improvements and Subdivisions" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-403. Stormwater Management Requirements for Multi-Family Residential Development

- (a) All multi-family residential developments shall be subject to the permitting and Stormwater Management Requirements ~~of in the latest version of the Metropolitan Water Reclamation District of Greater Chicago's Watershed Management Ordinance (the "WMO")~~ and the Village of Brookfield ~~this~~ Code of Ordinances.
- (b) ~~All~~ multi-family residential developments shall be designed to have positive, overland drainage to village-owned street rights-of-way.
- (c) Multi-family residential developments shall include:

- (1) Any developments that include the construction of a new, multi-family residential building; ~~and-~~
- (2) Substantial ~~l~~improvements to an existing ~~multi~~Multi-family residential ~~residential building building~~(see definition).
- (d) ~~For Any~~ Substantial Improvements~~areas areas~~ for which it is not possible to achieve positive, overland drainage to a village-owned street right-of-way ~~shall provide~~ storage for three inches (3") of runoff shall be provided through the installation of infiltration pits, rain gardens, or other approved means. The volume shall be provided for the entire area that does not have positive drainage to a village-owned street right-of-way regardless of whether the area is pervious or impervious.
- (e) If the multi-family residential property abuts an unimproved (stone) alley, only fifty percent (50%) of the garage roof area will be allowed to be tributary to the alley. The runoff from the remainder of the garage roof must be directed to the rear yard, and below-ground storage must be provided for that portion of the roof.
- (f) Any areas that are not tributary to the street right-of-way via overland flow (e.g., rear yard areas, etc.) will not be allowed to have their runoff directed to the street right-of-way using storm sewer and pop-up emitters or other similar means.
- (g) Only the front fifty percent (50%) of building roof areas will be allowed to discharge to areas that are tributary to the sewer system located in the street right-of-way. The rear fifty percent (50%) of building roof areas will discharge into the rear yard, and the tributary area of this section of the roof will need to be accounted for when sizing the below-ground storage.
- (h) A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1.

Section 10. Amendment of Section 48-404. Section 48-404 entitled “Maintenance and operation of stormwater facilities” of Article VII entitled “Stormwater Management” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended to read as follows:

Sec. 48-404. Stormwater Drainage Requirements for Commercial Improvements and Developments

- (a) Stormwater Management improvements shall be required for the following types of commercial improvements.

- (1) All improvements to commercial properties that result in an increase of more than one thousand five hundred (1,500) square feet of impervious area.
 - (2) Pavement ~~reconstruction~~ Reconstruction ~~(see definition)~~.
 - (3) Pavement patching when the total area of pavement patching exceeds fifty percent (50%) of the existing pavement area.
- (b) Maintenance activities such as ~~pavement~~ Pavement resurfacing Resurfacing ~~(see definition)~~ of existing paved areas, pavement patching (up to fifty percent (50%) of the existing pavement area), and replacement of existing sidewalk areas shall not require stormwater management improvements.
 - (c) All ~~commercial~~ Commercial developments ~~Developments~~ shall be subject to the Storage Requirements (retention or detention) ~~in the latest version~~ of the ~~Metropolitan Water Reclamation District of Greater Chicago's Watershed Management Ordinance~~ WMO and the ~~Village of Brookfield~~ this Code of Ordinances (see chart below). Commercial developments ~~Developments~~ shall be defined as:
 - ~~(1) Any improvement that includes the construction of a new building.~~
 - ~~(2) Substantial improvements to a commercial building (see definition).~~
 - (d) For purposes of defining the required storage and maximum release rates for commercial ~~Commercial developments~~ Developments, the ~~A~~ area of ~~D~~ development as described in Table 48-404 will include the entire impervious area of the new development.
 - (e) Commercial improvements and developments less than 0.25 acre shall use volume storage methods (no piped outlet) wherever possible.
 - (f) When a parking lot, or other impervious area, is resurfaced or otherwise improved as part of a Commercial Development, the area of the parking lot to be resurfaced or otherwise improved shall be subject to the ~~S~~ storage ~~R~~ requirements of this Code.
 - (g) All storm sewers and drainage systems shall be designed in accordance with the requirements of the ~~latest version of the Metropolitan Water Reclamation District of Greater Chicago's Watershed Management Ordinance (WMO)~~ and the ~~Village of Brookfield~~ this Code of Ordinances.
 - (h) The maximum area of the development that can sheet flow into a public right-of-way shall be calculated by ~~taking a~~ multiplying the five foot (5') width ~~multiplied~~ by the length of property that abuts public right-of-way.

- (i) Private properties shall contain their drainage on their own property and shall not drain onto adjacent private properties.
- (j) All storm sewers shall be designed to ~~carry the~~ provide capacity for a ten (10)-year storm event. All storm sewer lines built for public acceptance shall be sized according to the requirements of the Village Engineer.
- (k) If underground storage is being provided, all storm sewers conveying flow to the underground storage shall be designed to ~~carry the~~ provide capacity for a one hundred (100)-year storm event.
- (l) For maintenance purposes, the minimum restrictor size shall be two inches (2") in diameter or larger if required by the Village Engineer.

Table 48-404

Village of Brookfield Stormwater Management Requirements for Commercial Improvements and Developments

Area of Development or Improvement	Required Storage	Maximum Release Rate
Less than 1,500 <u>square feet</u>	None	None
1,500 sf <u>square feet</u> to 0.49 Acre <u>acres</u>	Volume required to store 3" runoff over impervious area	0.20 <u>cubic feet per second</u> /acre
0.50 <u>acres</u> to 1.0 acre	Retention – Volume required to retain 1" runoff over impervious area -per MWRD requirements Detention – Volume required to store 2" rain event over impervious area	0.20 <u>cubic feet per second</u> /acre
1.01 <u>acres</u> to 2.99 acres	Retention – Volume required to retain 1" runoff over impervious area per MWRD requirements Detention – calculate detention volume based on and Modified Rational Method	0.20 <u>cubic feet per second</u> /acre
3.0 acres and larger	Use MWRD <u>WMO</u>	Use MWRD <u>WMO</u>

Notes to Table 48-404

~~*~~ Providing retention in lieu of detention is acceptable

~~*~~ All surface water storage areas are considered impervious areas

~~*~~ Open Space improvements (as defined by the WMO) will be subject to the requirements of the WMO

- (m) All stormwater management facilities shall be designed in accordance with the requirements of the ~~latest version of the Metropolitan Water Reclamation District of Greater Chicago's Watershed Management Ordinance~~ WMO and the ~~Village of Brookfield~~ this Code of Ordinances.
- (n) For parking lot storage areas, a minimum of two inches (2") of freeboard must be provided. For all other storm water storage areas, a minimum of six inches (6") of freeboard must be provided.
- (o) Buildings and other structures must be designed to a Flood Protection Elevation (FPE) of nine inches (9") above the High Water Level (HWL) of any detention storage areas.
- (p) The maximum depth of storm water to be stored on a parking lot shall be twelve inches (12") which shall include the freeboard. All parking lot areas designed to provide storm water detention must be clearly designated on the development plan.
- (q) The property owner must provide a letter confirming his, her or its understanding that storm water is designed to pond on the ~~proposed parking lot~~ pavement. Furthermore, the letter must state that the property owner accepts all liability for any personal injury or property damage resulting from ~~this the~~ ponding of storm water.
- (r) A minimum four foot (4') high fence shall be installed around all detention areas with more than a twelve inch (12") depth of storage.
- (s) Record drawings will be required and as a minimum shall confirm that the flow restrictor was installed per plan and demonstrate that the design storage was provided.
- (t) In certain hardship situations, as determined by the Village Engineer, on small improvements, a design which retains a three inch (3") rain event for the disturbed area may be allowed (drywell, rain garden, infiltration trench, etc.). In these situations, an overflow pipe must be installed at the top of the storage volume. A maximum void ratio of 0.36 will be used to calculate the volume of water storage for storage areas filled with CA-1. Soil borings indicating the percolation rate of the underlying soil must be provided with the design calculations.

Section 11. Addition of Section 48-405. Article VII entitled “Stormwater Management” of Chapter 48 entitled “Developments, Improvements and Subdivisions” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, as amended, is hereby amended by adding thereto Section 48-405 entitled “Maintenance and operation of stormwater facilities” to read as follows:

Sec. 48-405. Maintenance and operation of stormwater facilities

The owner of the property will be required to submit an inspection report to the Village every twenty-four (24) months confirming that the stormwater facilities are in proper working order. The inspection report shall be prepared by a qualified inspector which can be a certified plumber; ~~or a~~ registered professional engineer. The Village has the right to inspect stormwater facilities at any time to confirm that they are in proper working order.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 13. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

Section 14. Effective Date. This ordinance shall be in full force and effect ten (10) days following its passage, approval and publication in pamphlet form as provided 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, 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



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, October 14, 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 [Plan Commission's Recommendation](#) for a Final Planned Development Approval for the New Linda Sokol Francis Brookfield Library
3. Discussion Concerning the [Potential for Alcohol Sales](#) at Village Concerts in Kiwanis Park
4. Discussion Concerning a [Zoning Variation for 3518 Oak](#) Avenue
5. Public Comment – Any member of the audience who wishes to address the President and Village Board may do so at this time
6. Adjournment

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

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.



Village of Brookfield

Administration

DATE: October 11, 2019
TO: President Ketchmark and Members of the Village Board
FROM: Timothy C. Wiberg, Village Manager
Re: October 14 Committee of the Whole Meeting

Please find below a summary of the items for the October 14 Committee of the Whole (COTW) meeting:

- 1) **Discussion Concerning Brookfield Library's Final Planned Development**
At a previous COTW meeting, the Board reviewed the Library's plan for a new facility immediately north west of its existing building. The Board approved the Library's Preliminary Planned Development. Subsequently, the Library finalized its plans and applied for its Final Planned Development to the Plan Commission. The Plan Commission held several hearings to review the plans and at its September 26 meeting it unanimously recommended approval of the Final Planned Development. Attached is a [memorandum](#) from the Village Planner concerning the Library's project.
- 2) **Discussion Concerning a Recommendation to Allow the Sale of Beer and Wine by the Village at the Village's Summer Concert Series in Kiwanis Park**
Every summer the Parks and Recreation Department hosts a series of outdoor concerts in Kiwanis Park. In order to raise revenue for the Parks Department and in an effort to increase attendance at the concerts, staff is recommending that beer and wine sales be allowed during the concerts. The Park Board reviewed this request and is recommending the Board approve this modification. Attached is a [memorandum](#) from the Parks Director concerning this issue.
- 3) **Discussion Concerning a Zoning Variation Request for 3518 Oak Avenue**
The home previously constructed on this property, had to be demolished following an error made by a contractor working on the home. The property owners are now attempting to rebuild a home on this lot, but the lot is only 25-feet wide which will require a zoning variation in order to allow construction of a new home to commence. The [Plan Commission](#) reviewed this matter and is recommending approval of the zoning variation.

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



COMMITTEE ITEM MEMO

ITEM: PZC Case 19-06 – Final Planned Development for the Linda Sokol Francis Brookfield Public Library

COMMITTEE DATE: October 14th, 2019

PREPARED BY: Elyse Vukelich, Village Planner

PURPOSE: Report of the Findings for PZC Case 19-06

BUDGET AMOUNT: N/A

BACKGROUND:

The applicant for PZC Case 19-06 requests approval of a final planned development for the new Linda Sokol Francis Brookfield Public Library at 3541 Park Avenue and 3609 Grand Boulevard. The project received approval from the Board of Trustees on their preliminary planned development on May 13th, 2019. If the final planned development is approved, the applicant plans to begin construction on the new 21,380 square foot library, green space area and 23 space parking lot in March of 2020.



This project was heard by the Planning and Zoning Commission on August 22nd, 2019 and was recommended to the Village Board of Trustees. However, the applicant submitted a revised traffic study after that meeting, and the case was re-heard on September 26th, 2019.

The applicant is seeking the following as part of the final planned development:

- 1) Special Use for Library in the A-1 District
- 2) Variance to reduce the corner side yard setback from 10 feet to 6 feet 2 inches
- 3) Variance to locate parking facilities across a public street from the principal building
- 4) Variance to increase the size of parking lot signage from 4 square feet to 19.5 square feet and 9 square feet

If PZC Case 19-05 Amendment to the Sign Code is approved by the Village Board on October 14th, the fourth variance that the library is requesting will change to the following:

- 4) Variance to add two additional monument signs on one parcel that are located closer than 5 feet to a property line

Throughout the process, the intention was to ensure that the library's proposed monument sign at 3541 Park Avenue would comply with the current sign code as well as the proposed sign code. The parking lot signage was going to require a variance for size from the existing sign code, and will now require the above variance from the proposed code.

The Planning and Zoning Commission voted unanimously to recommend approval of the final planned development to the Village Board of Trustees with the following conditions:

- Meet all Village standards and requirements for work in the right of way
- Include two stop signs as stated in the traffic study and a left turn only sign if they occur on private property in the parking area

ATTACHMENTS:

1. [Meeting Packet](#) for PZC Case 19-06 from September 26th, 2019 Planning and Zoning Commission
2. [Draft Minutes](#) from September 26th, 2019 Planning and Zoning Commission

STAFF RECOMMENDATION:

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

REQUESTED COURSE OF ACTION:

Review and discussion of the final planned development.

ATTACHMENT 1:

Meeting Packet for PZC Case 19-06 from September 26th 2019 Planning and Zoning Commission



Village of Brookfield

Planning and Zoning Commission Staff Report

TO: The Village of Brookfield's Planning and Zoning Commission

HEARING DATE: September 26th, 2019

FROM: Community and Economic Development Department

PREPARED BY: Elyse Vukelich, Village Planner

TITLE

PZC 19-06 – Linda Sokol Francis Brookfield Library - Final Planned Development; Submittal of the Final Planned Development Application by the Brookfield Public Library.

GENERAL INFORMATION

APPLICANT: **Brookfield Public Library**
3609 Grand Boulevard
Brookfield, IL 60513
C/O Kimberly Coughran

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

PROPERTY INFORMATION

EXISTING ZONING: A-1 Single Family Residence District

EXISTING LAND USE: Brookfield Public Library and open space

PROPERTY SIZE: 18,750 Square Feet for 3541 Park Avenue
14,992 Square Feet for 3609 Grand Boulevard
Total of 33,742 Square Feet

PINs: 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000

SURROUNDING ZONING AND LAND USES:

North: A-1 Single Family Residential District; Single Family Home

South: A-1 Single Family Residential District; Single Family Home

East: A-1 Single Family Residential District; Single Family Home

West: A-1 Single Family Residential District; Single Family Home

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Community and Economic Development Department at Brookfield's Village Hall:

1. Application for Public Hearing
2. Certification of Legal Notice Published September 11th, 2019 in the *Riverside-Brookfield Landmark*
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating a Public Hearing
4. An Ordinance prepared by the Village of Brookfield's attorney and approved by the Village Board of Trustees on May 13th, 2019 for the Preliminary Planned Development.
5. Petitioner Project Submittal Including:
 - a. Application
 - b. Proof of Ownership
 - c. Project Summary
 - d. Plan Set & Proposed Plat of Consolidation
 - e. Traffic Analysis

BACKGROUND

On February 25th, 2019 the Brookfield Public Library (BPL) submitted an application for a Preliminary Planned Development for a new public library and parking lot. The proposed development will include a two-story, 21,380 square foot library and a parking lot with public space. The Planning and Zoning Commission heard and recommended the project to the Village Board on March 28th, 2019. The Village Board of Trustees approved this preliminary planned development on May 13th, 2019 with the following conditions:

- Provide a plat of consolidation for 3541 Park Avenue
- Meet all requirements of all Village departments regarding the conversion of on-street parking spaces to drop-off areas.

On July 25th, the Brookfield Public Library submitted an application for a Final Planned Development. Below is a discussion of the zoning exceptions that the library is requesting. Changes from the preliminary planned development are discussed in the "Discussion" section of this report on the following page.

The Planning and Zoning Commission heard the Final Planned Development for the Brookfield Public Library at the August 22nd, 2019 meeting. The Library has submitted a new Traffic Impact Study with new traffic counts. As a result, the Final Planned Development was re-noticed and is being heard again.

PUBLIC COMMENT

No public comments that pertain to the Final Planned Development application have been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted will be presented at the Planning and Zoning Commission public hearing.

ZONING

As part of this final planned development, the applicant is seeking the following:

- 1) Special Use for Library in the A-1 District (Section 62-71 Special Uses)

- 2) Variance to reduce the corner side yard setback from 10 feet to 6 feet 2 inches (Section 62-75 Corner and Interior Side Yard Setbacks)
- 3) Variance to locate parking facilities across a public street from the principal building (Section 62-255 Control of Off-Street Parking Facilities)
- 4) Variance to increase the size of parking lot signage from 4 square feet to 19.5 square feet and 9 square feet. (Section 42-115 Parking Area Signs)

The proposed library is located in the A-1 Single Family Residential District and is surrounded on all sides by the A-1 District. Planned Developments and Libraries are considered allowable as a special use in the A-1 District.

In addition, the proposed library will need two variances from the Village's zoning ordinance. The first is a variance from Section 62-75 to reduce the corner side yard setback from 10 feet to 6 feet 2 inches on the southern lot line of 3541 Park Avenue. Sheet A2 of the submitted plan set contains the roof plan, which shows the proposed building with a 6 feet 2 inch setback on the southern lot line. The façade of the building is angled, so the variance applies to the roof of the building (see the photo titled "Exterior Rendering" on Sheet A0.0 for reference).

The second variance is from Section 62-255, which states "Any such off-site/remote parking facilities must be located within 1,000 feet of the main entrance of the principal building, structure, or use being served, and except for the C-1, C-2, C-3 and SA Districts, must be in the same block as that no public street lies between the off-street parking spaces and the principal building, structure or use being served." The new plan for the library does provide off-street parking that is separated from the building by a public street, and will need a variance from this requirement.

Finally, the proposed library is requesting an additional variance from Section 42-115 of the sign code. Directional signs for the parking lot were added as part of the final planned development application. The sign code currently limits these to 4 square feet in area, and the library is proposing to add two directional signs measuring 19.5 square feet and 9 square feet. Other than the square footage, the proposed directional signs will meet all other requirements of the sign code. The signs are depicted on Sheet A4.1 of the plan set. The signs were added at the request of the Village Board of Trustees at their May 13th, 2019 meeting, so these signs were not included in the preliminary planned development. As a result, this is an additional variance to the exceptions that were approved in the preliminary planned development.

DISCUSSION

Below is a list of changes that were made to the plans for the final planned development from the preliminary planned development, as well as discussion of new materials included with this application. Overall, no changes were made to the building.

Site Plan

Signage

A new monument sign will be installed on the library's property and will face Lincoln Avenue. The monument sign will be four feet in height and the sign face will measure 40 square feet in area. A depiction of the sign is located on Sheet A4.1. The sign will be illuminated by in-ground floodlights.

At the May 13th, 2019 meeting, the Village Board of Trustees requested that the library add directional signage to the parking lot. Sheet A4.1 shows the two new directional signs that will be located on the library's property at the entrance of the parking lot on Grand Boulevard and Lincoln Avenue. The monument sign on Grand Boulevard will measure 19.5 square feet in area and the monument sign on Lincoln Avenue will measure 9 square feet in area. As depicted on Sheet A1, both monument signs will include landscaping around the base. Both signs will also be illuminated by in-ground floodlights.

Per Section 42-115 of the Sign Code, parking area signs are permitted in residential districts but are not permitted to exceed four square feet in area. As a result, the library will be requesting an additional variance from this section of the code. This was not included in the preliminary planned development because the signs were added after the Village Board of Trustees requested them.

ADA Spaces

The library initially had two ADA spaces in the parking lot on the southern parcel. This has been revised to one, which meets the state requirements. The parking lot contains 23 spaces total including one ADA space.

Right of Way

The library initially had included illuminated bollards and a book drop off in the right of way. The Village requested that these be placed on the library's property. Sheet A1.1 is an exhibit solely showing proposed work in the right of way. In addition, a list of all right of way work is included in the Drawing Revisions packet. Staff has reviewed this list with the Department of Public Works and Village Manager. All of the proposed right of way work will need to be done according to the Village's standards.

Public Parking

As part of the preliminary planned development, there was discussion about converting two public parking spaces on Park Avenue and a public parking area on Lincoln Avenue to "drop off" spaces. The library chose to not convert spaces on Park Avenue, which will remain public parking. The public parking on the north side of Lincoln Avenue will be converted into a drop off area, and a sign in the parkway will state this. The library is to work with the Department of Public Works on the manufacturing and installation of this sign.

Parking on the south side of Lincoln Avenue will also be reconfigured due to the addition of a drive aisle into the parking lot.

Photometric

As part of the final planned development application the petitioner was required to submit a photometric plan (Sheet A6). The photometric plans shows that the lighting will not exceed .5 foot candles at a lot line bordering residential properties. The brightest areas will be located near the parking lot driveways, but will fall to less than 1 foot candle in the right of way.

Plat of Consolidation

A plat of consolidation is included with this application to consolidate the six parcels of 3541 Park Avenue into one parcel. The consolidated parcel will measure 18,750 square feet in area. This was required as a condition of the approval of the preliminary planned development.

Traffic Analysis

A traffic analysis dated September 16th, 2019 was submitted as part of the final planned development application. The library took traffic counts during weekday and weekend peak hours on Thursday, September 5th and Saturday, September 7th, 2019. Overall, the analysis found that the intersection of Grand, Lincoln and Park can accommodate existing and future traffic growth from the new library. The analysis recommended that a crossing guard be added to the intersection during school arrival and dismissal periods, and that two stop signs and a one way sign be added to the proposed parking lot to inform motorists exiting the lot.

Final Engineering

As part of the final planned development application, the petitioner was required to submit final engineering plans and receive approval. Included in this packet is a letter from Hancock Engineering dated August 13th, 2019 recommending approval of these plans. The civil engineering plans are not included in this packet but are on file at Village Hall for viewing.

COMPREHENSIVE PLAN

The Village of Brookfield's Comprehensive Plan references the library several times. In Chapter 4 on Land Use, the Future Land Use Plan (p. 63) identifies both parcels at 3541 Park Avenue and 3606 Grand Boulevard as "institutional," which is compatible with the submitted application.

In Chapter 7 on Community Facilities and Services, the plan acknowledges that "The library has reached its storage and programming capacity and is no longer able to meet the needs of the community." (p. 100) Goal 2 of this section lists "Maintain adequate sites for the library, public works, and other Village facilities including the relocation of facilities when necessary" as an objective. (p. 106). It is clear that the need for a more spacious library has been a topic of discussion for several years, and the Comprehensive Plan supports this from a land use perspective.

In addition, Chapter 8 – Parks and Recreation lists the first strategy under its second goal as "identify potential locations for additional smaller (mini) parks in underserved residential areas and commercial nodes within the Village, especially in the central portion of the Village, in Planning Area 1, and the western 1/3 of Planning Area 6, per the adopted 2014 Brookfield Open Space Plan." (p. 118). The proposed development, which includes an open space area next to the parking lot at 3606 Grand Blvd, will utilize this strategy. The new library will be located in the underserved Planning Area 1, as seen on the following page on the Village's Open Space Map.

Overall, staff finds the proposed development to not only be compatible with the Village's Comprehensive Plan, but to assist in achieving Goal 2 in Chapter 8 – Parks and Recreation.

CONDITIONS FOR APPROVAL OF FINAL PLANNED DEVELOPMENTS

The standards for Final Planned Developments are to be reviewed and evaluated on the following three conditions:

- (1) Whether the proposal is in general conformity with the previously approved preliminary planned development proposal

Overall, the final planned development is in general conformity with the previously approved preliminary planned development. No aspect of the building has changed. All changes are related to right of way work or are small site plan changes. Some of the changes, like the directional parking lot signs, were at the request of the Village Board of Trustees.

- (2) Whether the proposal by virtue of its imaginative and creative design and benefits to the village justifies the intended variations from the strict application of the subdivision standards and zoning ordinance

The proposed planned development will add benefit to the Village. The building's modern design, public spaces feature, and additional parking will enhance the neighborhood. The proposal is creative in that it integrates two sites separated by a public street into one development, by utilizing high quality public space features on both sites.

The only additional variance that the petitioner is requesting is to increase the area of a parking directional sign from 4 square feet to 19.5 square feet and 9 square feet (for two signs). The addition of the parking lot signage was at the request of the Village Board of Trustees. The new signage, though located across the street from the building, will match the features of sign for the building. The sign on Grand Boulevard will display the name of the library to motorists that may not be able to see the building as they approach the parking lot.

- (3) Whether the proposal requires additional conditions or restrictions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances

The only additional condition to be added to this final planned development is that the project must meet all Village standards and requirements for work in the right of way. The petitioner included a list of the right of way scope of work and an exhibit for work exclusively in the right of way. The Brookfield Public Library will need to work closely with the Village and meet standards for this list.

RECOMMENDATIONS

Based on the analysis above, Village staff believes that the final planned development should be approved with conditions:

Village staff recommends to the Planning and Zoning Commission consideration of the following conditions before approval:

- Meet all Village standards and requirements for work in the right of way

The Planning and Zoning Commission should discuss the final planned development application and determine whether the request should be recommended to the Village Board of Trustees for approval or denial, and whether other conditions should be placed on the development. If Commissioners are in agreement with the staff findings they may adopt the staff's findings as their own or adopt a modified set of findings, as necessary.



Village of Brookfield
 Planning and Zoning Commission Application Packet

Final PD Application

Applicant Information:

- 1. Name and Phone Number of contact person for application process Dan Pohrte
- 2. Petitioner's Name Linda Sokol Francis Brookfield Library
- 3. Petitioner's Address 3541 Park Avenue
- 4. Phone Number (708) 485-6917
- 5. Email Address kcoughran@brookfieldlibrary.info
- 6. Fax Number (866) 857-7265
- 7. Owner of Record Name Brookfield Public Library
- 8. Owner of Record Address 3541 Park Avenue, Brookfield, IL 60513

Property Information:

- 9. Common Street Address 3541 Park Ave. & 3609 Grand Blvd
- 10. Legal Description See attached document for legal description of lots
- 11. Permanent Tax Index Number (PIN) See attached document for legal description of lots
- 12. When did the owner acquire the property? See attached document for legal description.

13. Is the petitioner in the process of purchasing the property? Yes No
 If so, is the purchase contingent on approval of final PD? Yes No

14. Is your property use presently (check one): Conforming Non-conforming

15. If the property is a non-conforming use, please explain: The project is conforming due to variations that were proposed and approved as part of the Preliminary PD process.

16. Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	A1	Residential
South	A1	Special Use / Library
East	A1	Residential
West	A1	Residential

Final Planned Development Application, continued

17. What is the current Zoning Classification of the subject property? A1

18. What is the date of Preliminary PD approval? May 13th, 2019 Ordinance No. 2019-21

19. Are there any additional variations requested at this time? If so, please describe:

A variance to the sign code will be required for (2) parking lot signs that are on the parking lot site. We are requesting this variance from Section 42-115 of the Sign Code.

20. Is the final planned development in general conformity with the previously approved preliminary planned development proposal? List any changes or modifications.

A variance to the sign code will be required for (2) parking lot signs that are on the parking lot site. We are requesting this variance from Section 42-115 of the Sign Code. No other portions of the planned development proposal will require additional variances. The rest of the project is in conformity with the previously approved PPD.

See attached documents with project changes that directly address comments made by the village board of trustees.

Revisions address comments made at the PZC meeting on 3/28/2019 and the Board meeting on 5/13/2019

Additional revisions by Hancock engineering on 7/18/2019 are included in a write-up and updated drawings

20. How are the additional intended variations justified by the virtue of the development's imaginative and creative design?

A variance to the sign code will be required for (2) parking lot signs that are on the parking lot site. We are requesting this variance from Section 42-115 of the Sign Code.

The current code requires that parking lot signs have an area of no larger than 4 sf. We are requesting variances to allow for (1) sign to have a sign face area of 19.5 sf and (1) sign to have a sign face area of 9 sf. Comments from previous PZC and village board meeting suggested that the library install signs to alert visitors of the building's entrance and parking locations. These signs were designed larger than the village standard to provide greater visibility to motorists. The sign materials match other materials on the project site, adding to site cohesion.

21. Are there any additional suggested conditions or restrictions to protect the public interest and adjacent areas, improve the development, and assure compliance with Ordinances?

A variance to the sign code will be required for (2) parking lot signs that are on the parking lot site. We are requesting this variance from Section 42-115 of the Sign Code. These signs

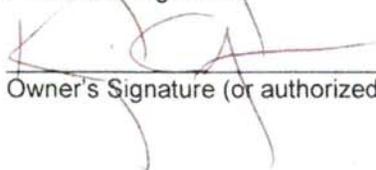
Any person who shall knowingly make or cause to be made, or conspire, combine, aid or assist in, agree to, arrange for, or in any way procure the making of a false or fraudulent application, affidavit, certificate, or statement, shall be guilty of a misdemeanor as provided by statute by the State of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



Petitioner's Signature

7/24/2019

Date



Owner's Signature (or authorized agent)

7/24/19

Date

AFFIDAVIT OF OWNERSHIP AND TRUST DISCLOSURE

COUNTY OF Cook)
) SS

STATE OF ILLINOIS)

I, (print name) Kim Coughran, under oath, state that I am (check one):

- the sole owner of the property
- an owner of the property
- an authorized officer for the owner of the property

commonly described as (full address): 3541 Park Avenue

and that such property is owned by (print owner's name) Brookfield Public Library as of this date.

Further, the property to which this application relates is/is not the subject of a land trust as defined in Section 765 ILCS 405 of the Illinois Compiled Statutes, "The Land Trust Beneficial Interest Disclosure Act." If the foregoing statement was completed in the affirmative, the following statement shall be completed and verified:

I, Kimberly Coughran, as trustee/beneficiary of Brookfield Public Library Trust Number _____,

pursuant to Section 765 ILCS 405 of the Illinois Compiled Statutes, being first duly sworn, hereby state and represent that the person/persons, Body/Bodies Politic, corporation/corporations or other entity/entities below designated is/are the beneficiary/beneficiaries of said land trust, that the beneficiary/beneficiaries designated by a checkmark hold/holds the power of direction created therein, and that no beneficiary holds a beneficial interest as nominee for a person, Body Politic, corporation or other entity not named herein.

Name	Address	Interest

[Signature]
(Signature)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th DAY OF February, 2019

James C. Berg
(Notary Public)
(James C. Berg)

07.25.2019

Proposed Project:

Linda Sokol Francis Brookfield Library

3541 Park Avenue, Brookfield Il

The following document consists of supplemental information to the Final PD application for the Linda Sokol Francis Brookfield Library. The following information is included:

Project PINS; (previously included in the PPD submittal)

Project Description; (previously included in the PPD submittal)

Lot size & Building / Site Information; (previously included in the PPD submittal)

Variances requested and approved as part of the PPD Process.

Responses to revision comments made by the village board of trustees on

5/13/2019 & the PZC on 3/28/2019.

Responses to revision comments made by Hancock Engineering on 7/18/2019.

Zoning Chart for the new building based on the Brookfield Zoning Code

Exterior Images of the proposed Library

Exterior Material images

Exterior lighting cut sheets.

Exterior site furnishings.

Project PINS

3609 Grand Boulevard and 3541 Park Avenue, Brookfield, Illinois 60513 (PINs 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000).

Project Legal Description

Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block 12 in Grossdale were consolidated to form Lot 43. Lots 25, 26, 27, 28, 29 and 30 in block 6 in Grossdale were consolidated in lot 1. Grossdale is a subdivision of the southeast ¼ of Section 34, Township 39 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois. A Plat of Reconsolidation is attached to the drawing sheets showing these changes.

Project Description:

The new library building will be located in the residential area of Brookfield at the intersections of Grand Blvd, Lincoln Ave, and Park Ave and will replace the existing library located at 3609 Grand Avenue to the south. The New facility will be 2 levels above grade with a full basement located along the east side of the currently open site. The existing library building along Grand will be demolished and replaced with open green space and a new parking lot to be located along the east side of the site with entrances and exits on both Grand Blvd and Lincoln Ave.

We are currently proposing for construction to begin in the spring of 2020 with a duration of approximately 12 months. The existing facility would remain occupied until the new facility is completed at which time it would be demolished and the new parking lot, storm water retention area, and open green space/landscaping would be completed on the site.

Per direction by the Village of Brookfield, in a letter dated February 21, 2019, the Library began the process of combining the separate parcels for 3541 Park Avenue site into a single parcel. The process for consolidating the existing properties has concluded and a Plat of Reconsolidation drawing is included in these documents.

Total Lot Sized Combined Lots:

Lot Size: +/- 33742 SF

Lot Coverage:

Building: 7070 SF

Pavement: 10429 SF

Landscaping: 16243 SF

Building/Site information: 3541 Park Avenue

Construction Classification: Type IIb unprotected

Building Use: Assembly A-3

Current Site Zoning: A1

Lot Size: +/- 18750 SF

Lot Dimensions: 125.36'x 149.51' (NS)

Proposed Use: Public Library

Proposed Building Area: 21380 SF

Basement: 6840 SF

Level 1(Grade): 6840 SF

Level 2: (+/- 14'-0"): 7700 SF

Building Height: +/- 30'-0"

Setback:

North: 7'-8" (Interior)

South: 6'-2" (Corner, 10'-0" Required)

East: 15'-0" (Rear)

West: 38'-0" (Front)

Lot Coverage:

Building: 7070 SF

Pavement: 2994 SF

Landscaping: 8686 SF

Site information: 3609 Grand Avenue

Lot Size: +/- 14992 SF

Lot Dimensions: 190.10'(Lincoln)x190.0' (Grand) x 157.8 (78.9'+78.9' East)

Proposed Use: Open Green Space & Parking

Proposed Building Area: 0

Building Height: N/A

Setback: (Property Line to Back of Curb)

North: 5'-0" Landscape Buffer

South: 5'-0" Landscape Buffer

East: 5'-0" Landscape Buffer

West: N/A

Lot Coverage:

Building: 0

Pavement: 7435 SF

Landscaping: 7557 SF

Parking Provided:

Total # of spaces required by code: 22

Total # of spaces provided in new parking lot: 23

Requested Variances:

62-71: Special Use for Library in A-1 District

62-75: Corner Yard Set Backs (6'-2")

62-225: Control of Off-Street Facilities

*Requested variances were approved at a village board meeting on May 13, 2019. Ordinance No. 2019-21.

Responses to requested modifications to the project,

Comments by PZC on 3/28/2019

Comments by the Village board on 5/13/2019

1. Revise the number of handicap parking spaces in the parking lot. Only 1 handicap space is required per State of Illinois ADA codes.
RESPONSE: The parking plan has been revised. The parking lot now contains 22 standard parking spaces and 1 handicap parking space.
2. How does the project approach sustainability through landscaping? The village would prefer that native & climate resistant plants are primarily used throughout the project. The village of Brookfield is in the process of planting native White Oak trees throughout the town and expressed desires for the library landscaping plan conform to this village strategy.

RESPONSE: The approach for the Brookfield Library landscape principally relies on the use of native plants and plants adapted to this region with low water requirements. Taking a broad view of native to include varieties of native plants, we have used 100% native trees, including Swamp White Oak; 80% native ornamental trees (100% if Crabapple is considered to have possible North American roots); 100% native shrubs; 100% native grasses; 88% native perennial plant and groundcover varieties; and 30% native bulb species. The balance of the plants are adapted to this area with low water requirements. All of the plants chosen will enhance the quality of life for pollinators and birds. All plant beds will be mulched to retain water and assist in keeping the beds free of invasive weeds. The amount of lawn has been minimized to the point that the budget will allow. Further, we will specify Fescue for lawns which has a lower water demand than Kentucky Bluegrass. Other sustainable practices started with working with the Village's forester to save most of the existing parkway trees, which will be protected during

construction. The irrigation system (an alternate, if accepted) will provide water for planting beds with water efficient components. All landscape materials used for the project will be sourced from Northern Illinois or Southern Wisconsin, to minimize the environmental impact of shipping. Bicycle parking also has been incorporated into the plan.

3. Remove the (2) drop off spaces on Park Avenue. Per comments from local residents', these parking spaces will negatively affect the traffic flow of the site.
RESPONSE: See the revised Architectural and Civil site plans. The two drop off spaces on Park have been removed. Two drop off parking spaces will be included on Lincoln Avenue. In addition, the brick paving area on Park has also been removed from the project scope. Crosswalk striping will be provided at the crosswalks to conform to the village standards.
4. Provide adequate way-finding signage for motorists. Signage needs to clearly indicate the entrance to the Parking lots. Signage needs to indicate the drop off spaces are on Lincoln Avenue.
RESPONSE: See the revised Architectural and Civil Site plans. Architecturally designed signs are included at (3) locations, as indicated on sheets A1.0 & A2.0. Enlarged plans, elevations & details for these signs are included on sheet A4.1. A monumental building sign is located at the corner of Park Avenue and Lincoln Avenue on the building site. A parking lot entry sign is located at the parking lot entrance along Grand Avenue. A parking lot entry sign is also located at the parking lot entrance along Lincoln Avenue. A directional sign is located near the parking lot along Lincoln Avenue to direct drivers to the drop off spaces.
5. How does the building address sustainability? Provide evidence of how the design of the building will address sustainability.
RESPONSE: The library building will be designed and constructed with a number of sustainability features.

Exterior wall: The solid portions of the exterior wall are designed with an R value (insulation value) of 30, which is 33% greater than required by state energy codes. This is created by filling the cavity walls with closed cell insulation which provides better coverage and allows for less air seep than traditional insulation. The exterior walls are also designed with materials (brick & metal panels) that can cope with the varied and intense climate in Northern Illinois. These materials are designed for long-term durability which will decrease the maintenance of the building and increase the life span.

Glazing: A large portion of the building's facade is glazing. The glazing system consists of mullions with a heat separation layer to help prevent cold air from entering the building. The glass contains (2) layers separated by a Low-e barrier with Argon gas that provide extra insulation & reduces solar heat gain, therefore lowering the building cooling load.

Lighting- The entire lighting package will consist of LED fixtures. These fixtures will have a long life span, decrease the amount of maintenance, and contribute to lower energy costs. Exterior lighting fixtures were selected that have downlighting components and shields. These design elements will prevent the light emittance from adversely affecting neighboring properties or adding to light pollution.

Solar Panels- The building's electrical panels will be designed to allow for the integration of solar panels. In the future the library intends to submit an application for a grant that will fund the construction of solar panels on the roof. The roof framing system will also be designed to handle the loads of a solar panel array.

Electrical Vehicle Charging Stations: The design team recognizes the impact of electrical vehicles and their increasing market share. While no electric charging stations are being included at this time, the electrical infrastructure is being put in place for electric charging stations to be installed in the future.

Signage & Display: The design team and library staff have been working with the Illinois Green Alliance in order to highlight the building's green features. Display images and text will be installed throughout the library after construction to describe the green features listed above for patrons and staff. The library hopes to promote the sustainability of the project and encourage others to pursue sustainability in their own lives.

08.15.2019

Proposed Project:

Linda Sokol Francis Brookfield Library

3541 Park Avenue, Brookfield Il

The following document contains revisions to the Final PD submittal package that was submitted on July 25th, 2019. This is the 2nd set of revisions to this submission, with a prior revision being submitted on August 8th, 2019.

A list of drawing revisions is below. These include comments addressed in both revision 1 & revision 2.

A list of the Right of Way scope of work is below. A right of way exhibit is included as sheet A1.1.

A project schedule is also attached.

A drawing showing the immediate character of all properties within 100' of the site boundaries is attached.

The plat of survey and plat of reconsolidation are attached to the drawing sheets.

Drawing Revisions:

Below is a list of revisions to the Final PD package sent to the Village on Brookfield on July 25th, 2019. This is the 2nd set of revisions to this submission, with a prior revision being submitted on August 8th, 2019. Changes are called out per sheet. Drawing revisions are marked on the pdfs with the cloud revision tool.

A0.0

- New sheets names added.

A1.0

- All bollards located in the right-of-way have been eliminated.
- Relocated monumental sign along Lincoln Avenue from the right of way to the parking lot site.
- Relocated monumental sign along Grand Avenue from the right of way to the parking lot site.
- Revised size of the concrete footing underneath the trash enclosure.
- Bookdrop relocated to be near the main entrance to the library.
- Crosswalk signage added to match civil drawings
- The scope of new sidewalk work along Park Avenue has been extended to the north property line.
- Monumental signs next to the parking lot have been relocated so they are not in the right-of-way

A1.1

- This is a new sheet. This sheet documents the work occurring in the right of way. The changes made per director of the Village Planning Department are included on this sheet. All other sitework is grayed out and not annotated on this drawing.

A2.0

- All bollards located in the right-of-way have been eliminated.
- Bookdrop relocated to be near the main entrance to the library.
- Crosswalk signage added to match civil drawings.
- The scope of new sidewalk work along Park Avenue has been extended to the north property line.
- Monumental signs next to the parking lot have been relocated so they are not in the right-of-way
- Relocated monumental sign along Lincoln Avenue from the right of way to the parking lot site.
- Relocated monumental sign along Grand Avenue from the right of way to the parking lot site.
- Revised size of the concrete footing underneath the trash enclosure.

A3.0

- No changes

A4.0

- No Changes

A4.1

- The monumental sign on the building site, near the intersection of Park & Lincoln, has been reduced in size. The area of the sign is 40 SF. The text has been revised to occupy more than 50% of the sign.
- Relocated monumental sign along Lincoln Avenue from the right of way to the parking lot site. Monumental sign has decreased in size. Monumental sign does not cross into the right-of-way.
- Relocated monumental sign along Grand Avenue from the right of way to the parking lot site. Monumental sign has decreased in size. Monumental sign does not cross into the right-of-way.
- Revised size of the concrete footing underneath the trash enclosure.

A5.0

- Revised construction schedule is shown on this drawing.

A6.0

- Provided additional notes regarding the shields on the parking lot fixtures.
- Additional light fixture information is located in this file.
- Bollards by the drop off spaces have been eliminated.

C000

- Drainage Certification added. Village Notes added. Index of Sheets C603 added

C200

- Floodplain statement added.
- Bookdrop relocated.
- Handicapped parking space eliminated.
- Bollards removed by drop off.

C100

- Roadway cuts across Grand Boulevard added
- Removal of watermain on Grand Boulevard added
- Mill and overlay of Lincoln avenue added
- Demolition Note 13 added

C200

- Basin Geometry blow up added
- Cross walk and drop off signage added
- Parking Entrance signs added
- Bookdrop relocated.
- Handicapped parking space eliminated.
- Bollards removed by drop off.

C300

- Storm Utility Routing south of Lincoln Avenue changed
- Storm Pipe materials changed from RCP to C900 when crossing existing water lines
- Water Service sleeved at Lincoln Avenue Storm crossing
- Water main relocated along Grand Boulevard
- Underdrains added in detention basin area
- Temporary Sewer Connection notes revised
- Storm sewer rims and inverts revised slightly
- Utility Crossing Chart revised
- Storm sewer added in Grand Boulevard

C400

- Grading adjusted
- Two utility crossings at Grand Avenue require paving
- Mill and Overlay of Lincoln Avenue.
- Bookdrop relocated.
- Handicapped parking space eliminated.
- Bollards removed by drop off.

C601

- Accessible ramp details added.

C602

- Brick paver sidewalk weep holes revised.
- Pressure Connection Vault Added

C603

- Pavement path details added
- Spring line sewer connection detail added
- Sanitary service connection detail added.

L01

- Relocated book-drop.
- Revised planting and paving by book-drop due to book-drop relocation.
- Eliminated handicapped parking space.

L-100

- Bold trees for removal and thicken "X" line in Drawings and Legend
- Added Neighbors landscape (do not disturb) hatch to legend
- Revised Tree protection fence from 6' ht. chain link fence to 4' ht. orange plastic fence per Victor Janusz with forestry comment
- Added note #1. This is the note stating that the contractor is responsible

L-200

- Added note #8
- Added Property Line to legend
- Added a few call outs.
- Eliminated bollards.
- Relocated book-drop.
- Eliminated handicapped parking space.

L-201

- Added Property Line to legend
- Added 4" PVC Landscape Underdrainage pipe to plans and legend
- Added a few call out.
- Eliminated bollards.
- Relocated book-drop.

L-202

- Added Property Line to legend
- Removed (4) AMM from planting area where 2 new entry signs are located
- Added (820) PON low growing groundcover around 2 new entry signs

- Changed layout of (3) MAC ornamental trees to avoid proposed utilities and proposed light poles
- Added section cut through berm and park space.
- Eliminated handicap parking space.

L-203

- Added (4) WAF plants to planting area by trash enclosure to fill in the extra space from the building outline changing slightly
- Enlarged plan by the front door was changed to show the new book-drop location.
- Some plants were eliminated due to the book-drop relocation.

L-204

- Added light pole call out in parking island
- Added Park Site Landscape Section

L-205 – No changes

L-300

- Eliminated Bollard.
- Add Landscape Underdrainage Detail

L-301 – No changes

L-302

- Add underdrainage pipe to Detail #3

L-303

- Changed AMM from (48) to (44)
- Added (820) PON
- Added (4) WAF
- Changed AWC to 75
- Changed POH to 47
- Changed WAF to 376.

Right of Way Scope of Work:

Below is a list of the scope of work occurring in the village right of way. This work is shown on sheet A1.1. Additional Civil and Landscape drawings provide detail on this scope of work.

LINCOLN AVENUE

- brick work on Lincoln Ave parkway (pavers next to patron drop off spaces).
- The bollards have been eliminated from the scope of work. The curb at the drop off is a standard 6" curb, and not an indented ADA curb cut.
- The bookdrop has been relocated and is no longer in the eight-of-way. This is shown on all Architectural, Civil and Landscape Drawings.
- changing parking configuration on Lincoln Ave (drop-off spaces and reducing number of angled spaces on southern side)

- New curb cuts for parking entrance
- New curb cuts and crosswalk across Lincoln at mid block.
- Sodded Parkways
- Mill and repave Lincoln Avenue along site frontage
- Crosswalk and drop off area signage
- New sidewalk along property frontage (when there are no pavers)

GRAND AVENUE

- New curb cuts for parking entrance
- Sodded Parkway
- (1) proposed 3" caliper Shademaster Honeylocust tree
- New curb to replace depressed curb
- Pavement patches for utility trenches and curb work.
- New sidewalk along property frontage.

PARK AVENUE

- Sodded Parkway
- (3) proposed 4.5" caliper Redpointe Maple trees
- New sidewalk along most of the property frontage

UNDERGROUND

- Sewer Line southwest across Grand (roadway drainage)
- Sewer Line west to the center of Park (building Sewage)
- Waterline south across Lincoln.
- Sewer lines across Lincoln with connections.
- Catch Basin in curb line in Lincoln.
- Temporary and permanent sewer lines across Lincoln.
- Watermain relocation around storm structure in Grand Avenue

August 15, 2019

Project Schedule:

Linda Sokol Francis Brookfield Library: New Building

Current Phase: Design Development

Following is a proposed schedule for the new building project at the Brookfield Public Library. The schedule is based on an established schedule for board meetings for the library for review and approval. We are proposing 2 months to complete design Development and 7 months to complete construction documents and issue the project for public bid/permit with an out to bid date of December 16, 2019. We have a 3 month bid/bid review process prior to the start of construction in March 2020 with a 15 month construction duration.

The project will be submitted for preliminary planned development review on February 27, 2019 with our first meeting with the village slated for March 28, 2019. We are assuming this process to completion will take approximately 7 months ending at the end of September 2019.

Revit models:

The MEP & Structural consultants along with our office will be working in REVIT.

BIDDING & CONSTRUCTION SCHEDULE

The following is a bidding and construction schedule for the Linda Sokol Francis Brookfield Library. These dates are also shown on sheet A5.0.

December 16, 2019: Project Out to Bid | issue for Permit

January 15, 2020: Bids are due

January 22, 2015: BPL Board Meeting: Approve Bids to Award

February 15, 2019: Complete Permit Corrections and Resubmit to Village

March 16, 2020: Start of Construction

June 30, 2021: Proposed Substantial Completion of Construction (15 month duration)



September 23, 2019

Ms. Elyse Vukelich
Village Planner
Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513

**Re: Linda Sokol Francis Brookfield Library
Revised Traffic Impact Study, dated September 16, 2019**

Dear Ms. Vukelich:

Per the request of the Village, we have reviewed the revised Traffic Impact Study prepared by Traffic Analysis & Design, Inc. dated September 16, 2019 for the new Linda Sokol Francis Brookfield Library located at the northeast corner of Grand Boulevard/Lincoln Avenue/ Park Avenue intersection. The study appears to have included the pertinent sections of the latest edition of the "Transportation Impact Analysis for Site Development", a Recommended Practice of the Institute of Transportation Engineers (ITE). This publication describes the recommended practice for preparing and reviewing transportation impact analysis studies for new and expanding land developments and is widely used as a guideline for preparing traffic impact studies.

The following is a summary of the additional/revised information provided in this study:

- New traffic counts during the peak periods were taken on Thursday September 5th for the weekday PM peak and on Saturday September 7th for the Saturday midday peak. A comparison of the total traffic in the intersection shows a 20% increase in total intersection traffic during the PM Peak and a 35% increase in the Saturday Midday Peak from the counts taken in January.
- They also noticed a high pedestrian traffic between 3:00 PM and 4:00 PM (from school kids) and added this time frame to the analysis.
- The projected traffic on northbound Park Avenue during peak periods can be determined by adding up the turning movements from each of the legs. The projected increase increased in traffic on Park Avenue is as follows:

Weekday Afternoon Peak	Projected Increase in Traffic = 2
Saturday Midday Peak	Projected Increase in Traffic = 2

- The following is the projected effect on the Level of Service.
 - The Level of Service for the Grand Intersection is between a B and C during the existing conditions
 - The Level of Service of the Grand Intersection with the proposed traffic increase remains between B and a C
 - The Level of Service for Grand with the Driveway Entrance is B
 - The Level of Service for Lincoln with the Driveway Entrance is A

Sincerely,

EDWIN HANCOCK ENGINEERING CO.

James Goumas _____

James Goumas
Vice President

PROJECT:
NEW LIBRARY BUILDING CONSTRUCTION AT:

Linda Sokol Francis Brookfield Library

3541 Park Avenue Brookfield, IL 60513

STATEMENT OF COMPLIANCE:

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATIONS, THEY ARE IN COMPLIANCE WITH THE STATE OF ILLINOIS ACCESSIBILITY CODE AND THAT THEY COMPLY WITH THE CODES AND BUILDING ORDINANCE OF THE VILLAGE OF BROOKFIELD, ILLINOIS.

ILLINOIS PROFESSIONAL
DESIGN FIRM LICENSE 184005274-0001

SIGNED: _____

ILLINOIS REGISTRATION NUMBER: _____

DATE: _____

ARCHITECT:
PRODUCT
ARCHITECTURE + DESIGN

811 WEST EVERGREEN
SUITE 405
CHICAGO, IL 60642
T (312) 202-0701
F (866) 857-7265

LANDSCAPE:
JACOBS / RYAN ASSOCIATES

1527 SANDBURG TERRACE
CHICAGO, IL 60610

MEP FP:
20/10 ENGINEERING GROUP, LLC

1216 TOWER ROAD,
SCHAUMBURG, IL 60173
T (847) 882-2010
F (847) 882-2201

STRUCTURAL:
**JOHNSON WILBUR ADAMS
INC**

330 S NAPERVILLE RD
SUITE 300
WHEATON, IL 60187
T (630) 653-9060
F (630) 653-9059
FIRM REGISTRATION NUMBER :
184.005176 EXPIRES 04-30-2019

CIVIL:
**ERIKSSON ENGINEERING
ASSOCIATE, LTD**

145 COMMERCE DR
SUITE A
WHEATON, IL 60187
T (847) 223-4804
F (847) 223-4864
FIRM REGISTRATION NUMBER :
184.003220-0002 EXPIRES 04-30-2019

product
architecture + design

811 w. evergreen ave.
suite 405
chicago, il 60642
ph: (312) 202-0701
fax: (866) 857-7265

DESCRIPTION	DATE
PRELIMINARY PLANNED DEVELOPMENT	2-19-2019
DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019

PROJECT DESCRIPTION:

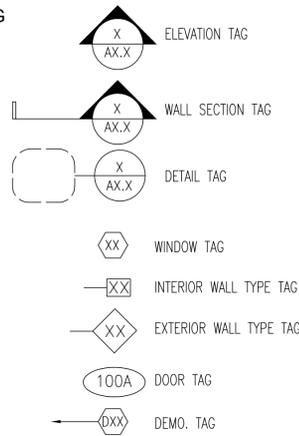
CONSTRUCTION OF A NEW 2 STORY STRUCTURE WITH A FINISHED BASEMENT, APPX. 21,000 SF. INCLUDES NEW MEP /FP SYSTEMS, CIVIL & LANDSCAPING.
DEMOLITION OF EXISTING LIBRARY AND REPLACEMENT OF PARKING LOT TO FOLLOW CONSTRUCTION PROJECT.

BUILDING INFORMATION:
USE GROUP A-3 (ASSEMBLY - LIBRARY),
CONSTRUCTION TYPE: IB

APPLICABLE CODES:
2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE
2014 STATE OF ILLINOIS PLUMBING CODE
2014 CITY OF CHICAGO ELECTRICAL CODE
2019 ILLINOIS ACCESSIBILITY CODE

SEE VILLAGE OF BROOKFIELD FOR AMENDMENTS TO BUILDING, PLUMBING, AND ELECTRIC CODE.

DRAWING SYMBOL INDEX:



DRAWING INFORMATION:

ARCHITECTURAL:

- A0.0 COVER SHEET AND NOTES
- A1.0 - SITE PLAN
- A1.1 RIGHT OF WAY PLAN
- A2.0 SITE PLAN / ROOF PLAN
- A3.0 FLOORPLANS
- A4.0 EXTERIOR ELEVATIONS
- A4.1 EXTERIOR SITE DETAILS
- A5.0 DEVELOPMENT PLAN / PROJECT PHASING
- A6.0 SITE LIGHTING CALC.

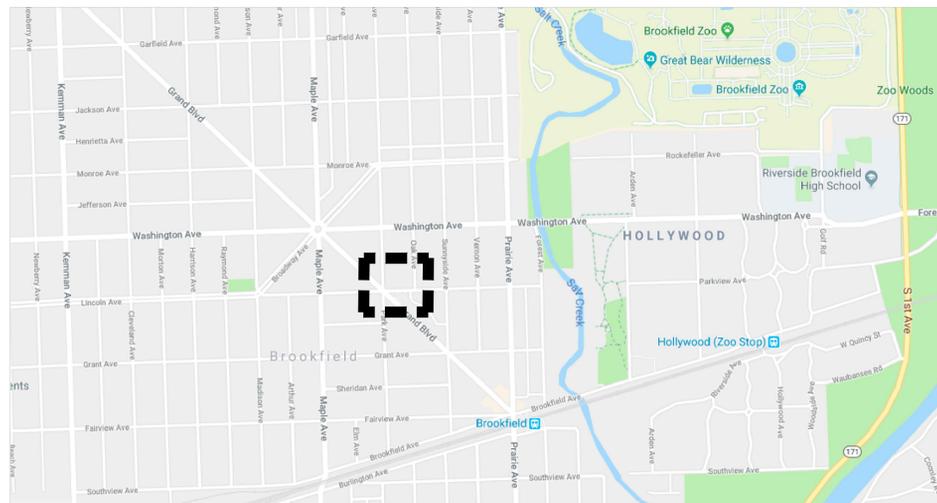
LANDSCAPE:

- L01 LANDSCAPE & PARKING PLAN
- L100 EXISTING LANDSCAPE PLAN
- L200 OVERALL LANDSCAPE PLAN
- L201 LIBRARY LANDSCAPE ENLARGEMENT PLAN
- L202 PARK LANDSCAPE ENLARGEMENT PLAN
- L203 PARK LANDSCAPE ENLARGEMENT PLAN
- L204 PARK LANDSCAPE ENLARGEMENT PLAN
- L205 LIBRARY IRRIGATION SCOPE PLAN - ALTERNATE
- L300 SITE DETAILS
- L301 LANDSCAPE DETAILS
- L302 PLAN SCHEDULE & NOTES
- L303 PLANT DETAILS & NOTES

CIVIL:

- C000 CIVIL ENGINEERING COVER SHEET
- C001 MWRD NOTES
- C002 FINAL DEVELOPMENT PLAN
- C100 SITE DEMOLITION PLAN
- C200 SITE GEOMETRY PLAN
- C300 SITE UTILITY PLAN
- C400 SITE GRADING AND PAVING PLAN
- C500 SITE EROSION & SEDIMENT CONTROL PLAN
- C600 SITE WORK DETAILS
- C601 SITE WORK DETAILS
- C602 SITE WORK DETAILS
- C603 SITE DETAILS
- PLAT OF SURVEY

VICINITY MAP:



EXTERIOR RENDERING

EXTERIOR RENDERING

EXTERIOR RENDERING



drawing:
cover sheet

project:
**linda sokol francis
brookfield library
3541 park avenue,
brookfield, IL 60513**

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drawn by:	---
approved by:	---
drawing scale:	1"=20'-00"
date issued:	---

sheet number:

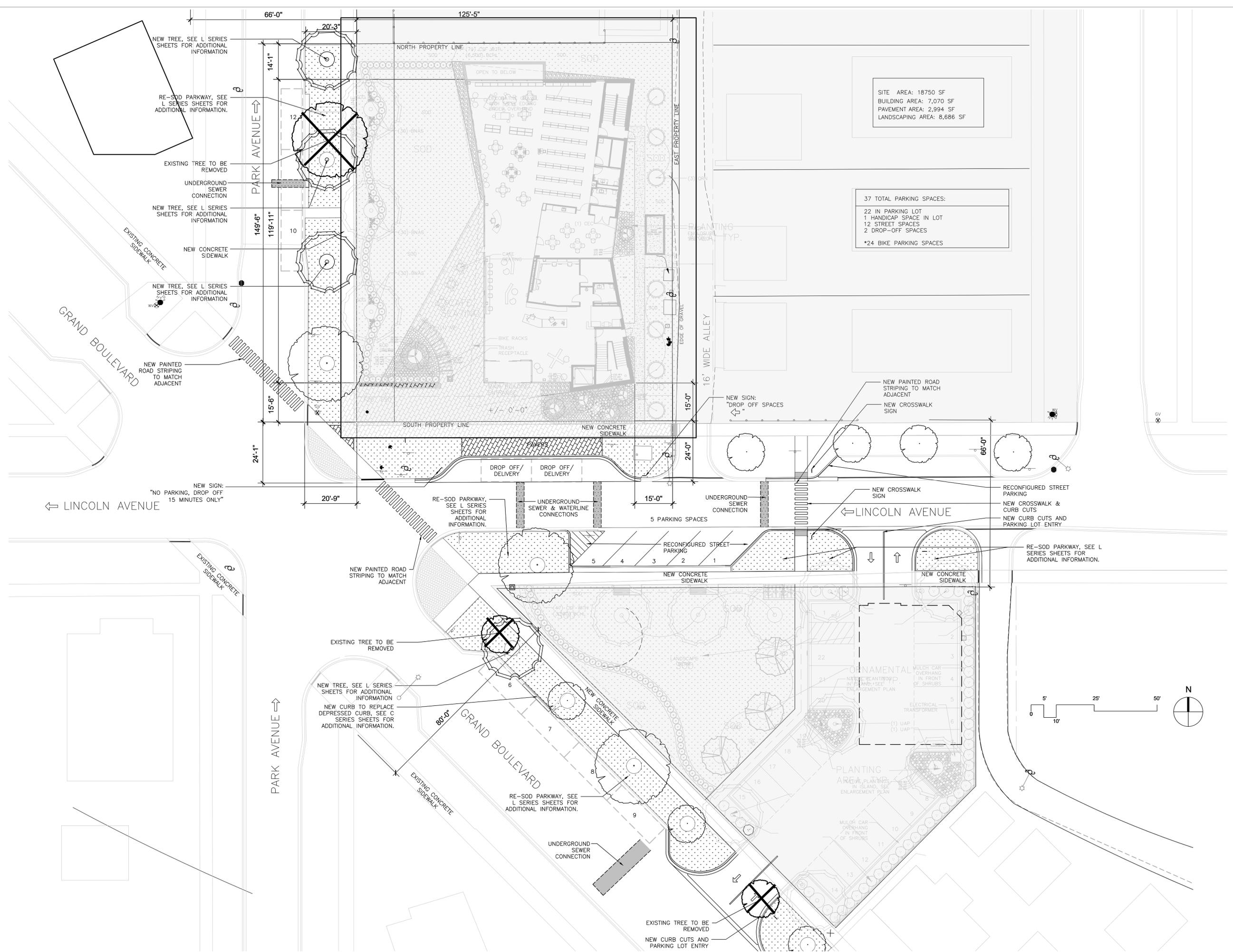
A0.0
sheet ___ of ___

DESCRIPTION	DATE
PRELIMINARY PLANNED DEVELOPMENT	2-19-2019
DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019

drawing:
**architectural site plan
right of way site work**

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

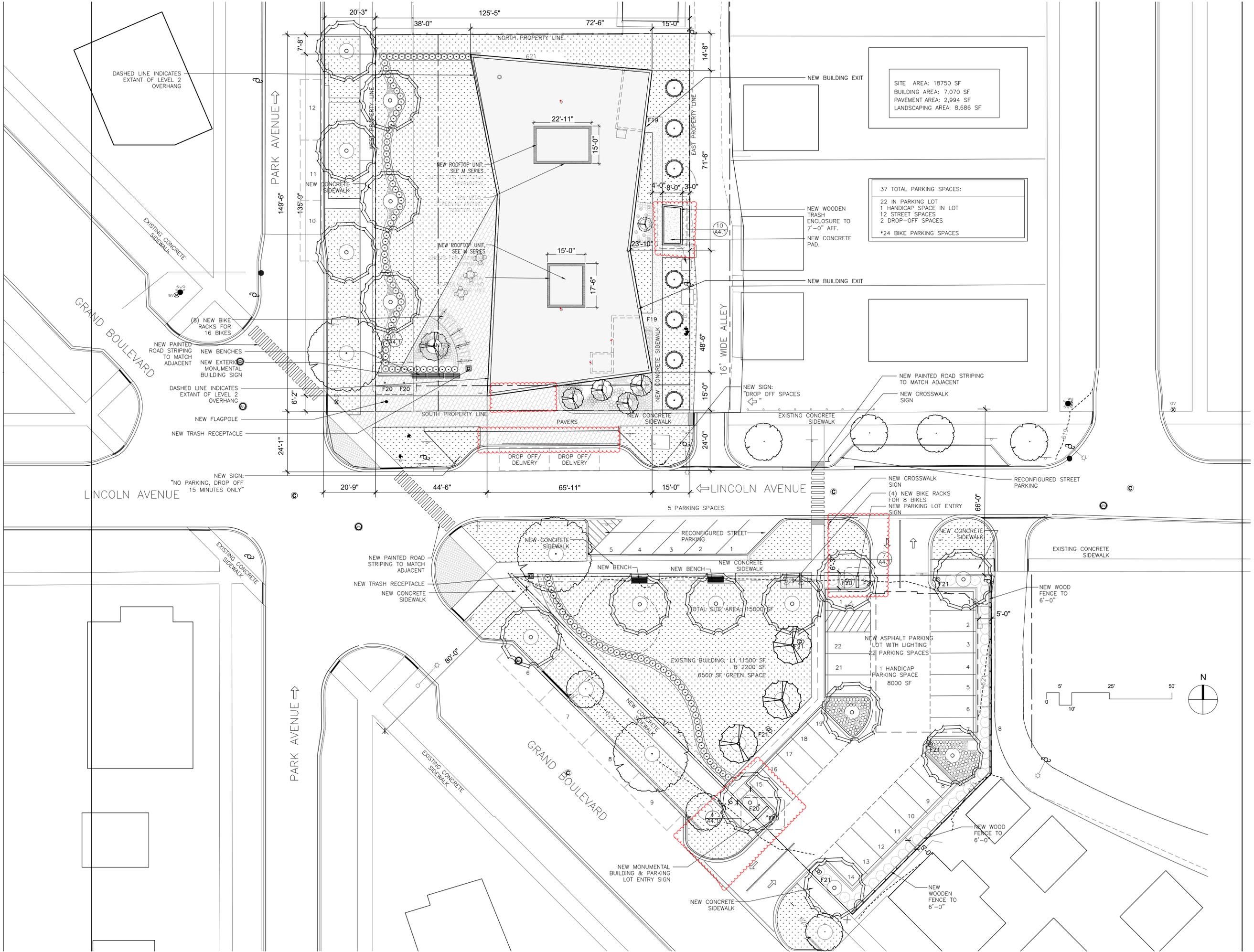
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drawn by:	---
approved by:	---
drawing name:	17-05-000
date issued:	---



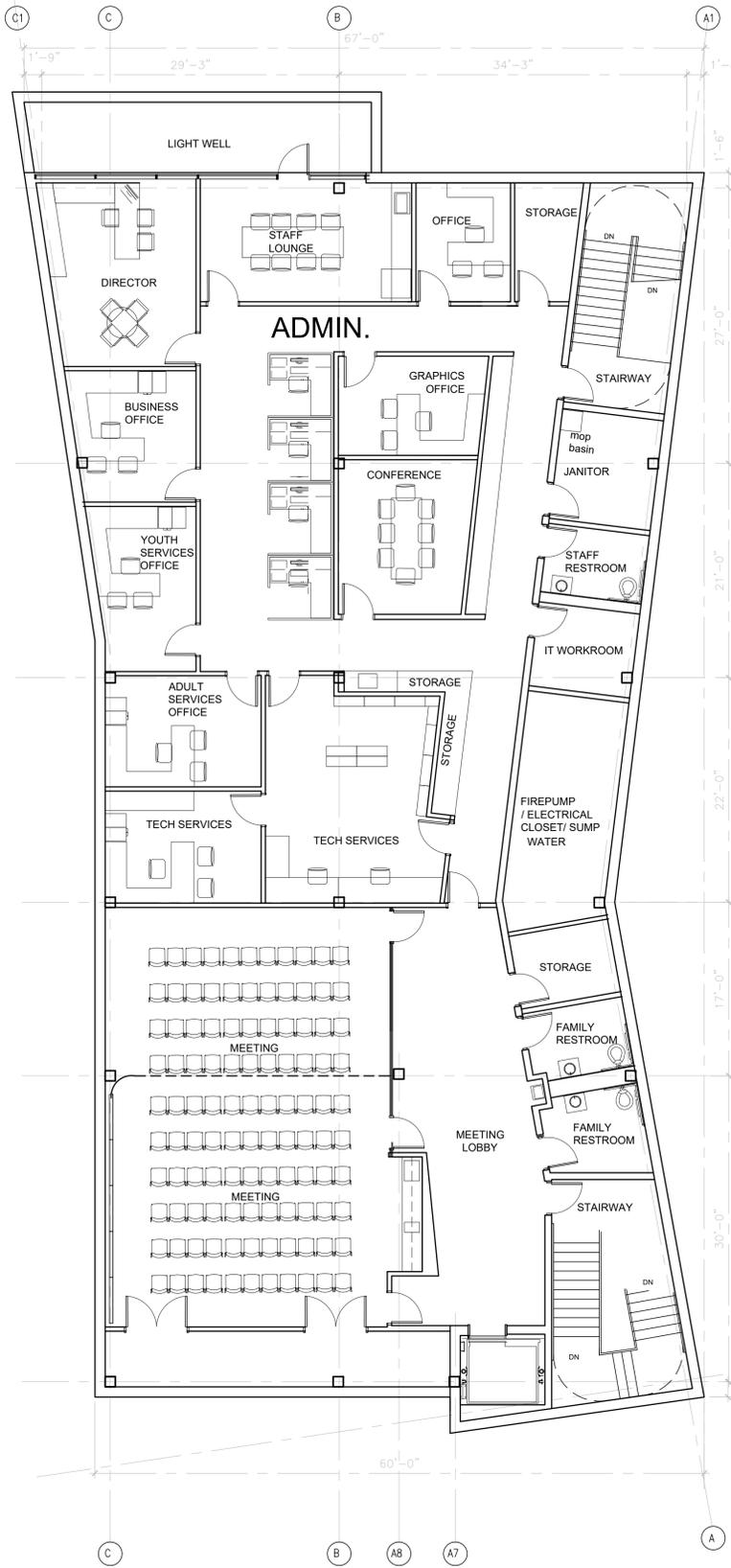
DESCRIPTION	DATE
PRELIMINARY PLANNED DEVELOPMENT	2-19-2019
DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019

drawing: architectural site plan / roof

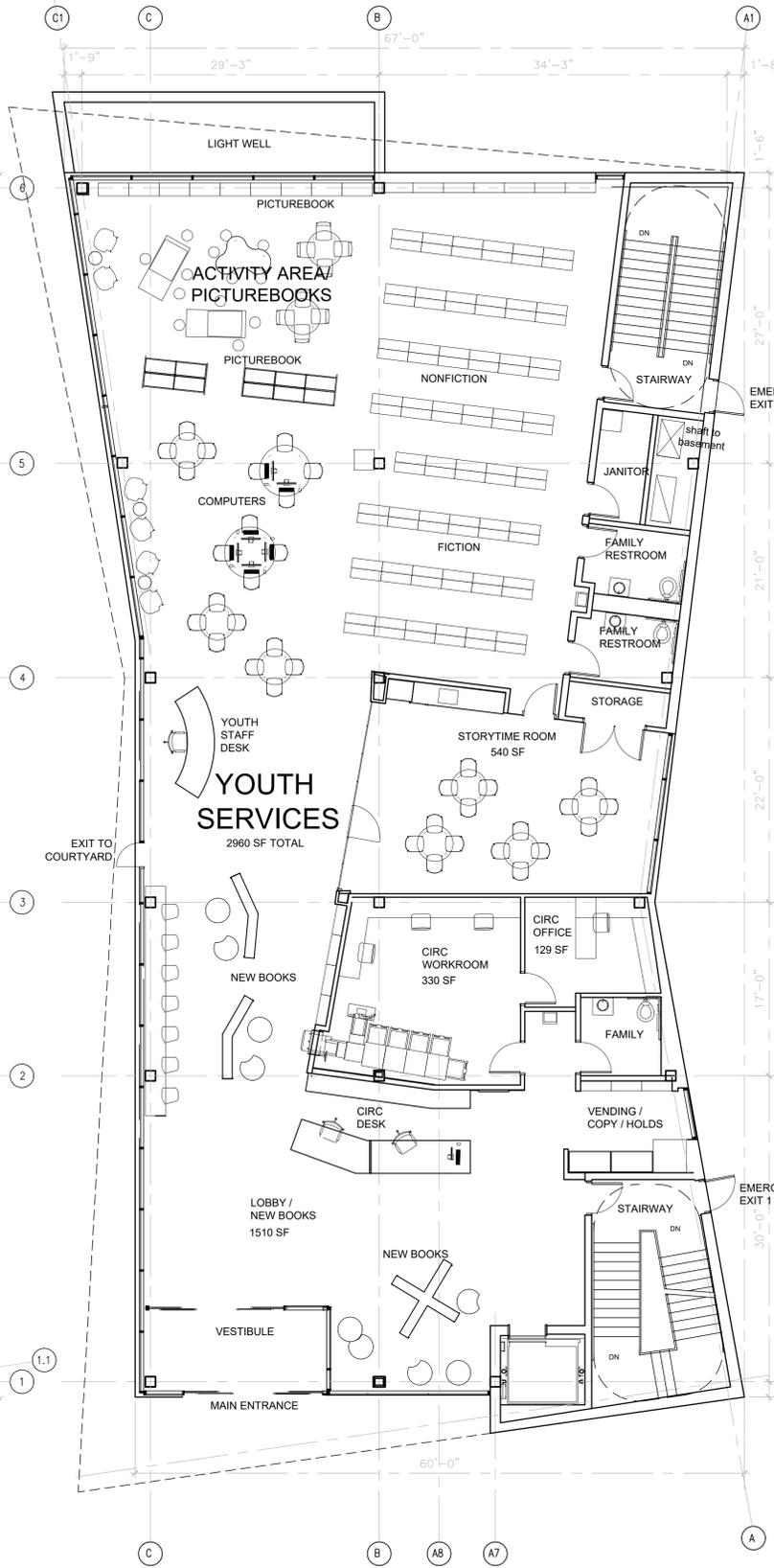
project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513



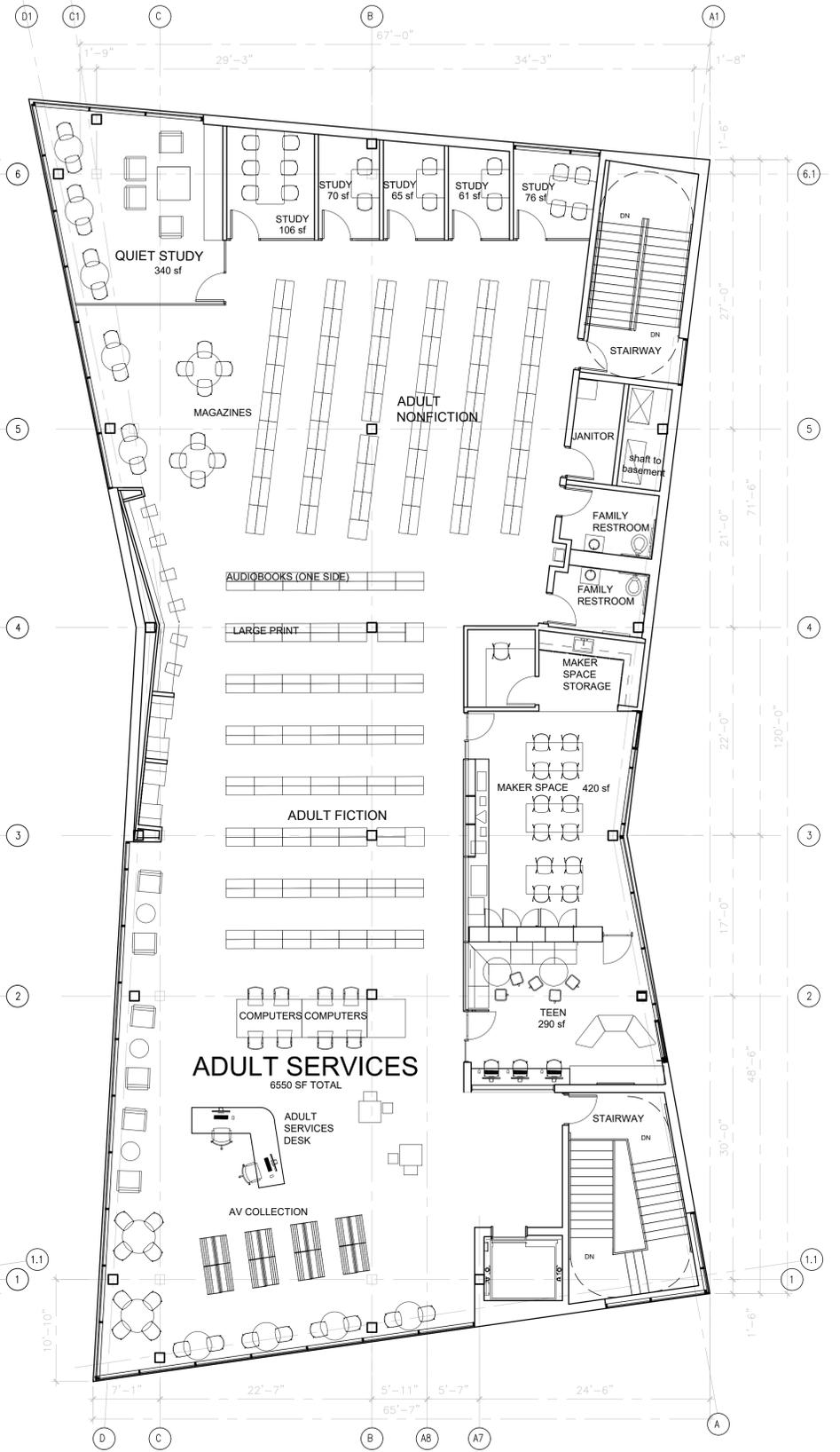
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DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019



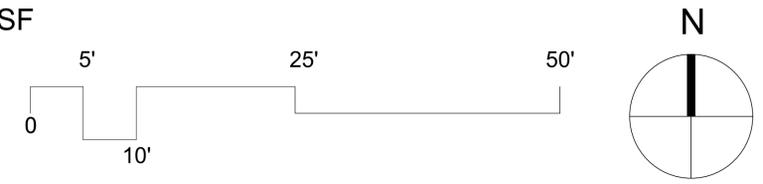
**NEW PLAN
BASEMENT
6840 SF**



**NEW PLAN
LEVEL 1
6840 SF**



**NEW PLAN
LEVEL 2
7700 SF**



drawing:
building floorplans

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

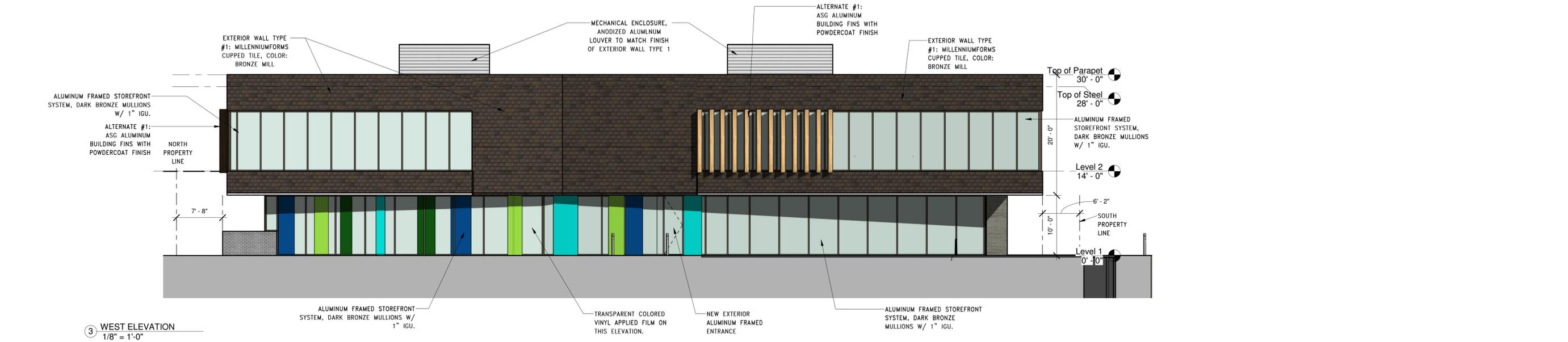
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drawn by: ---
approved by: ---
drawing scale: 1/8"=1'-0"
date issued: ---

sheet number:
A3.0
sheet ___ of ___

PPD:	2/19/2019
DESIGN DEVELOPMENT:	5/03/2019
FINAL PLANNED DEVELOPMENT:	7/17/2019



Tiffany L. Nash



drawing:
exterior elevations

project:
linda sokol francis
brookfield library
3541 park avenue
brookfield, IL 60513

project number:	141120
drawn by:	TS
approved by:	TS
drawing scale:	1/8" = 1'-0"
date issued:	

sheet number:
A4.0
sheet ___ of ___

PPD:	2/19/2019
DESIGN DEVELOPMENT:	5/03/2019
FINAL PLANNED DEVELOPMENT:	7/17/2019



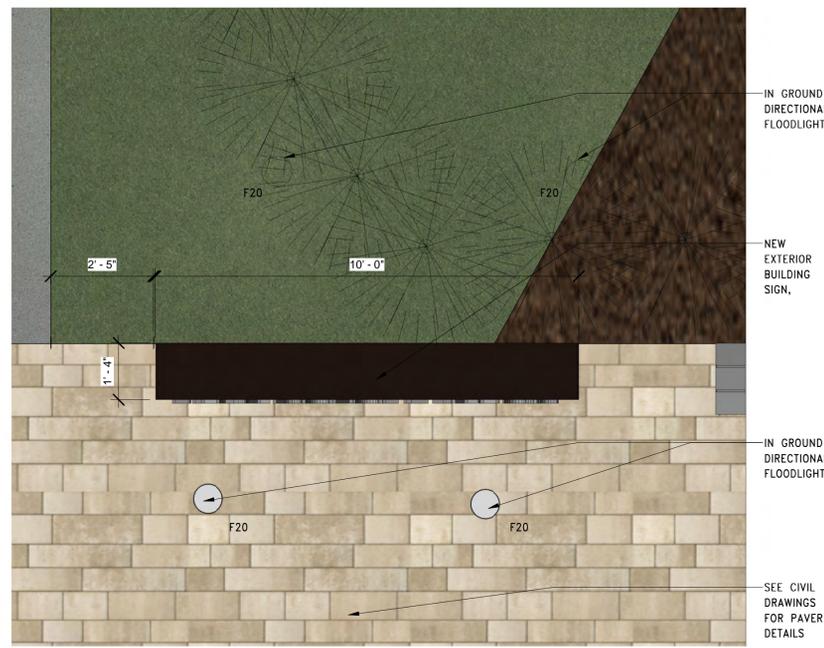
drawing:
**exterior signage and
fencing**

project:
**linda sokol francis
brookfield library**
3541 park avenue
brookfield, IL 60513

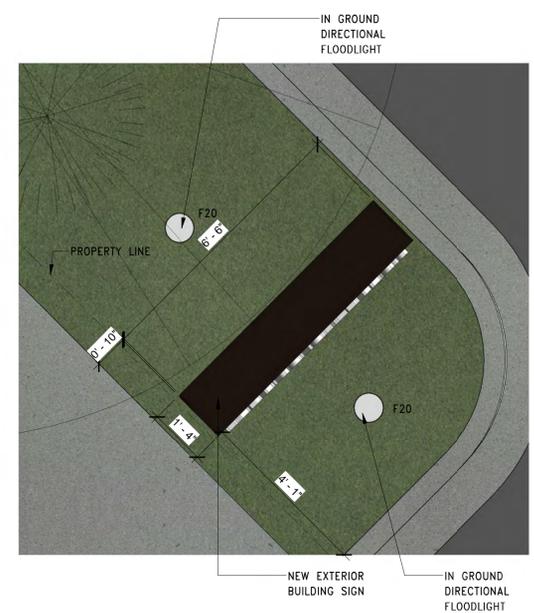
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approved by:	TLN
drawing code:	As indicated
date issued:	

sheet number:

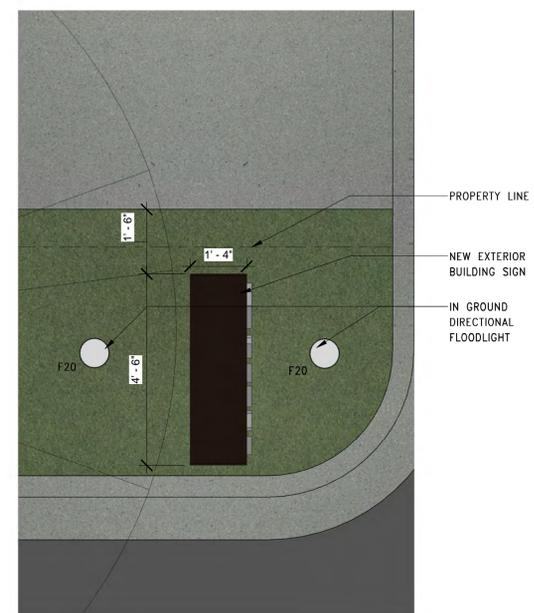
A4.1
sheet ___ of ___



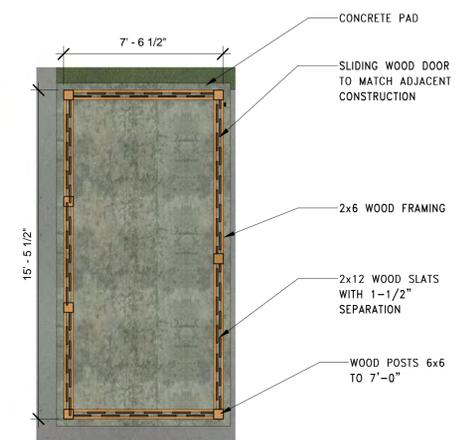
1 Plan - Monumental building sign at corner of park avenue and lincoln
scale: 1/2" = 1'-0"



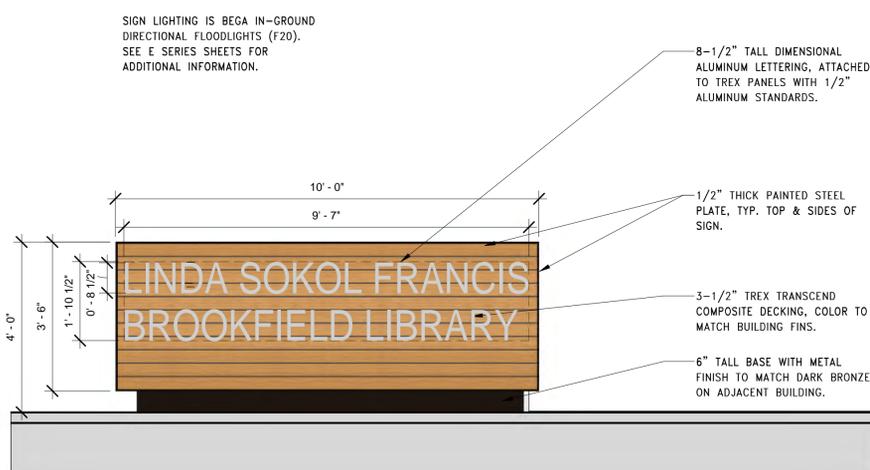
4 Plan - Parking lot entry sign at grand avenue
scale: 1/2" = 1'-0"



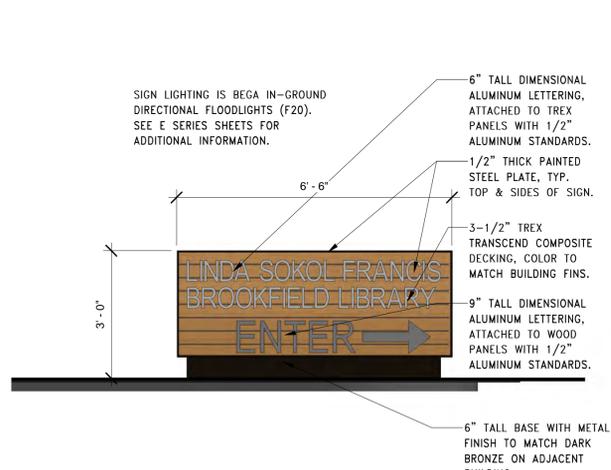
7 Plan - Parking lot entry sign at lincoln avenue
scale: 1/2" = 1'-0"



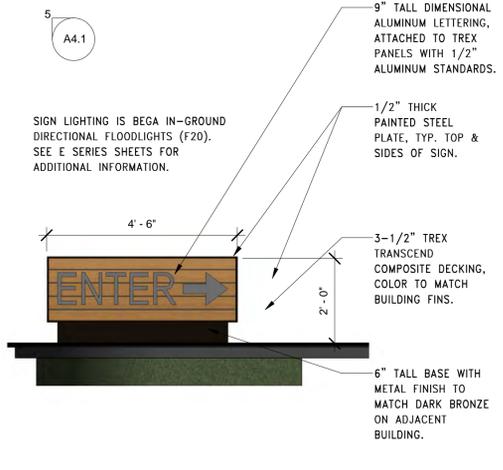
10 Plan - Trash enclosure
scale: 1/4" = 1'-0"



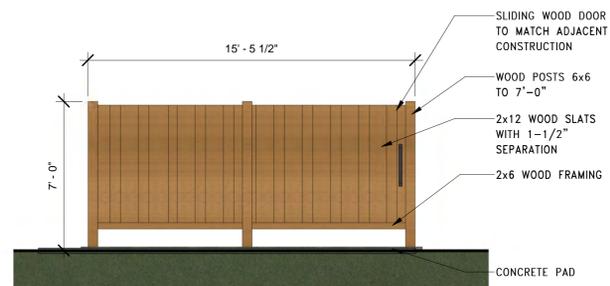
2 Elevation - Monumental building sign at corner of park avenue and lincoln
scale: 1/2" = 1'-0"



5 Elevation - Parking lot entry sign at grand avenue
scale: 1/2" = 1'-0"



8 Elevation - Parking lot entry sign at lincoln avenue
scale: 1/2" = 1'-0"



11 Elevation - Trash enclosure
scale: 1/4" = 1'-0"



3 Axon - Monumental building sign at corner of park avenue and lincoln
scale:



6 Axon - Parking lot entry sign at grand avenue
scale:



9 Axon - Parking lot entry sign at lincoln avenue
scale:



12 3D - Trash enclosure
scale:

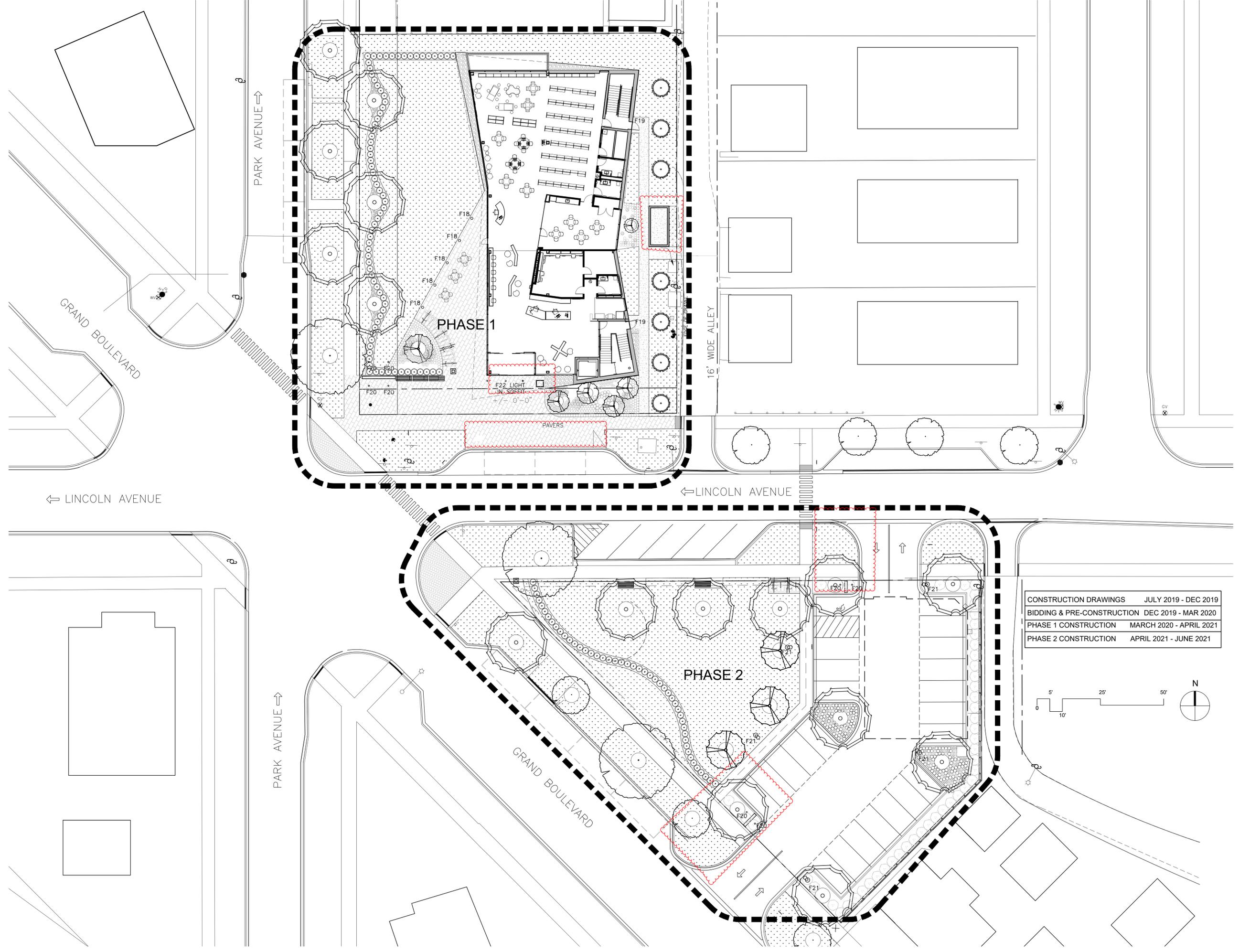
DESCRIPTION	DATE
PRELIMINARY PLANNED DEVELOPMENT	2-19-2019
DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019

drawing:
architectural site plan

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

project number:	1805
drawn by:	---
approved by:	---
drawing scale:	1"=25'-0"
site sheet:	---

sheet number:
A5.0
sheet ___ of ___



PROPOSED	DATE
PRELIMINARY PLANNED DEVELOPMENT	2-13-2019
DESIGN DEVELOPMENT	3-03-2019
FINAL PLANNED DEVELOPMENT	7-17-2019

drawing:
exterior lighting calcs

project:
linda sokol francis
brookfield library
3541 park avenue,
brookfield, IL 60513

project number:	1805
drawn by:	---
approved by:	---
drawing scale:	1"=20'-0"
date issued:	---

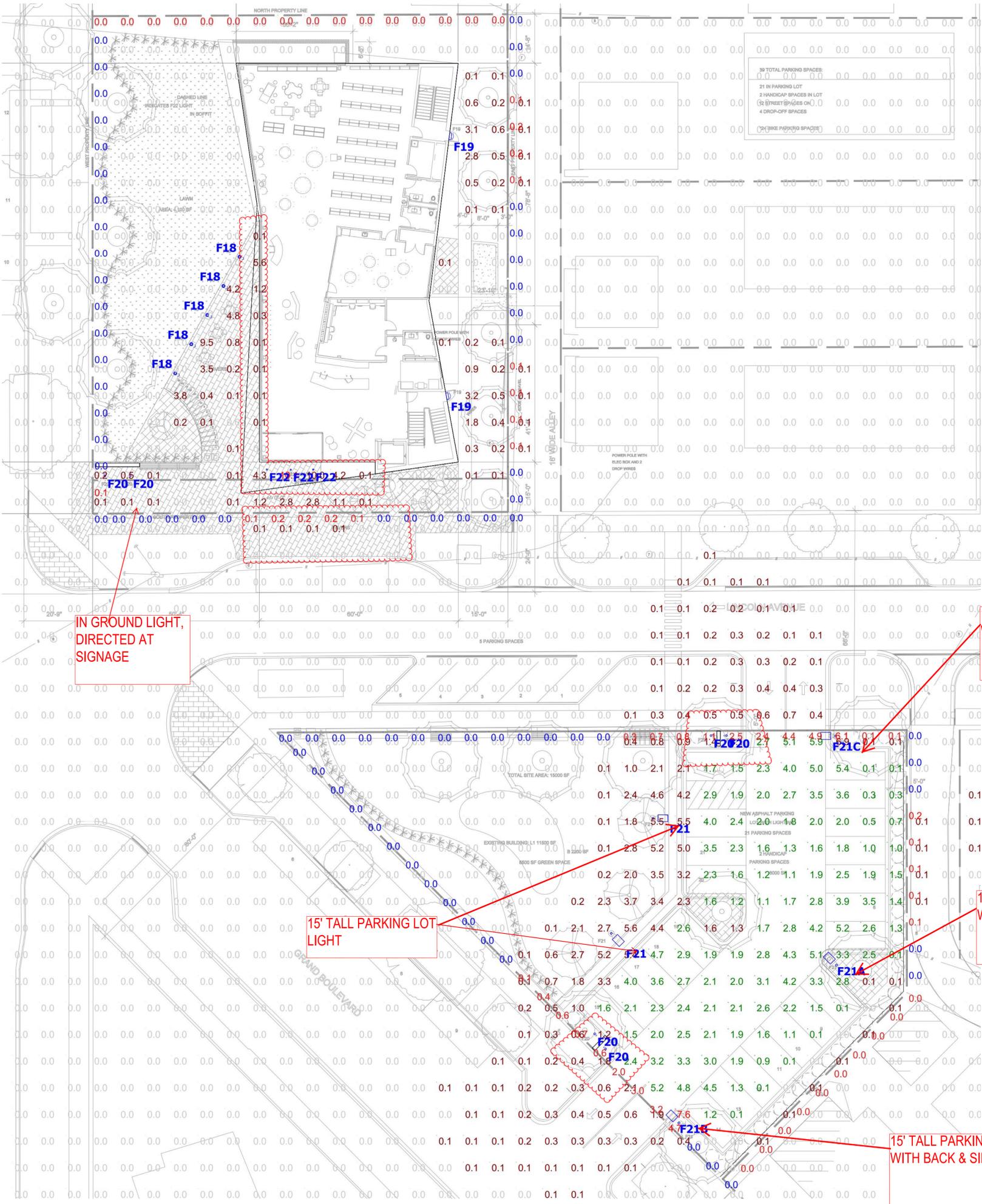
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A6.0

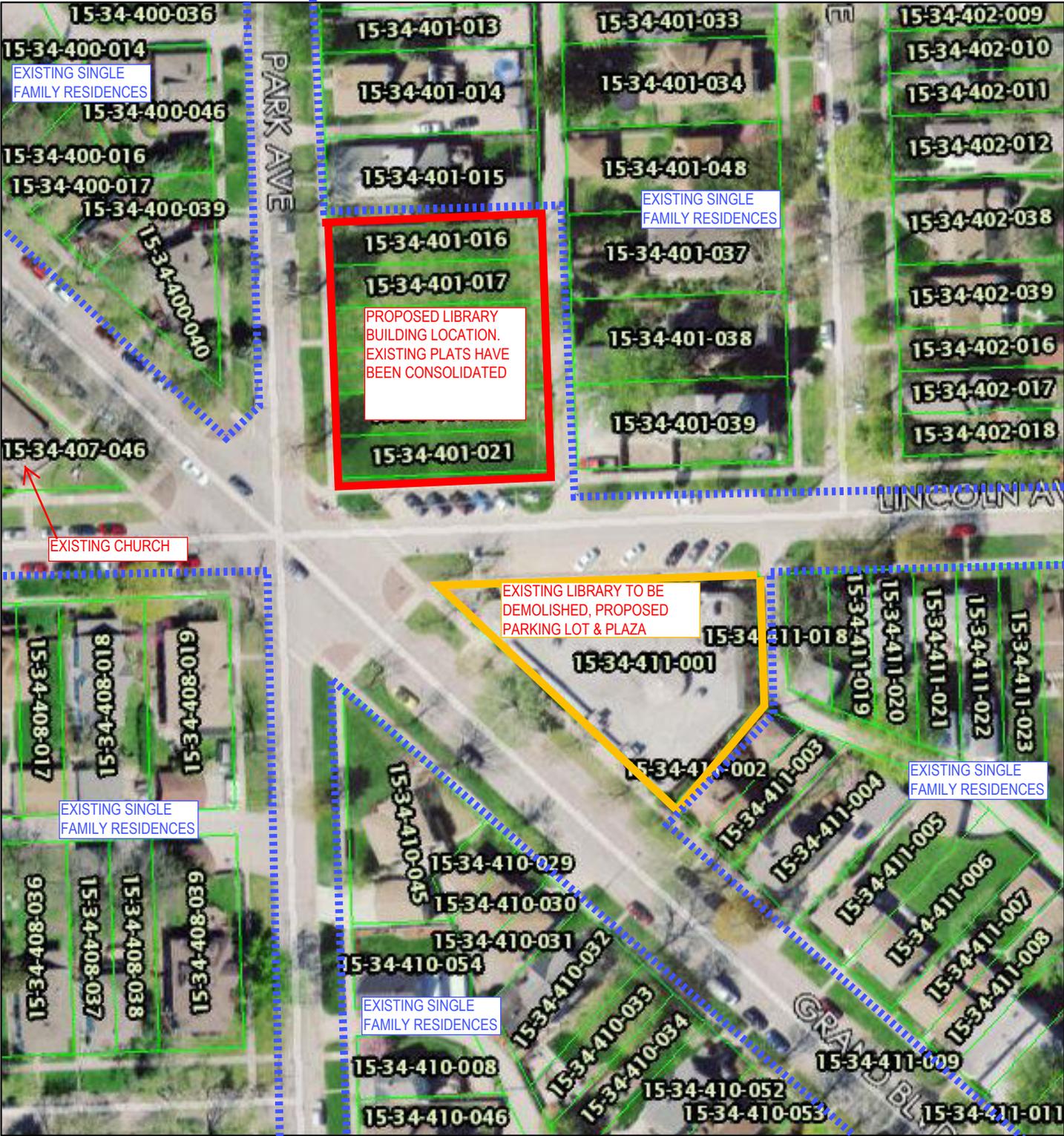
sheet ___ of ___

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
	F18	10	Louis Poulsen	Flindt Bollard 3000K	Flindt Bollard 3000K	578	0.93	15
	F19	2	BEGA Converted by LUMCat V 20.10.2016 / M.S.	22360	22360	1023	0.93	20.5
	F20	2	BEGA Converted by LUMCat V 07.11.2016 / H.R.	77107	77107	1904	1	17
	F21	2	Lithonia Lighting	DSX0 LED P2 VLS 30K HS	DSX0 LED Visual Comfort, P2 symmetric Type V distribution 30K with houseside shield	5974	0.93	83
	F21A	1	Lithonia Lighting	DSX0 LED P3 30K BLC MVOLT	DSX0 LED P3 30K BLC MVOLT	6428	0.93	71
	F21B	1	Lithonia Lighting	DSX0 LED P3 30K LCCO MVOLT	DSX0 LED P3 30K LCCO MVOLT	4783	0.93	71
	F21C	1	Lithonia Lighting	DSX0 LED P3 30K RCCO MVOLT	DSX0 LED P3 30K RCCO MVOLT	4783	0.93	71
	F22	3	BEGA Converted by LUMCat V 18.01.2017 / H.R.	55 924 K3	55 924 K3	932	0.93	11

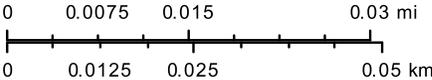


Cook County CookViewer



August 14, 2019

1:1,000



Cook County GIS Dept

Project Number	1500
Design Development	05/03/2019
Final Program Development	07/23/2019



REDPOINTE MAPLE **A**



REGAL PRINCE OAK **B**



PRINCETON ELM **C**



SWAMP WHITE OAK **D**



SHADEMASTER HONEYLOCUST **E**



BLACKHAW VIBURNUM **F**



CARDINAL CRABAPPLE **G**



EASTERN REDBUD **H**



WITCHHAZEL - FALL COLOR **I**



IROQUOIS BEAUTY ARONIA **J**



ARCTIC FIRE REDOSIER DOGWOOD - SUMMER **K**



ARCTIC FIRE REDOSIER DOGWOOD - FALL COLOR



drawing:
Landscape and Parking Plan

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

Project Number	1500
Drawn by	AWB
Approved by	TSB
Drawing Scale	1"=20'-0"
Date Issued	-

sheet number:

L01

sheet ___ of ___

Revision	Date
Design Development	10/12/2011
Final Design	10/12/2011

drawing:
Existing Landscape Plan

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

sheet number:	100
sheet title:	EXISTING LANDSCAPE PLAN
drawing date:	10/12/2011
drawing scale:	AS SHOWN
date issued:	10/12/2011

sheet number:
L-100
sheet ___ of ___

LEGEND:

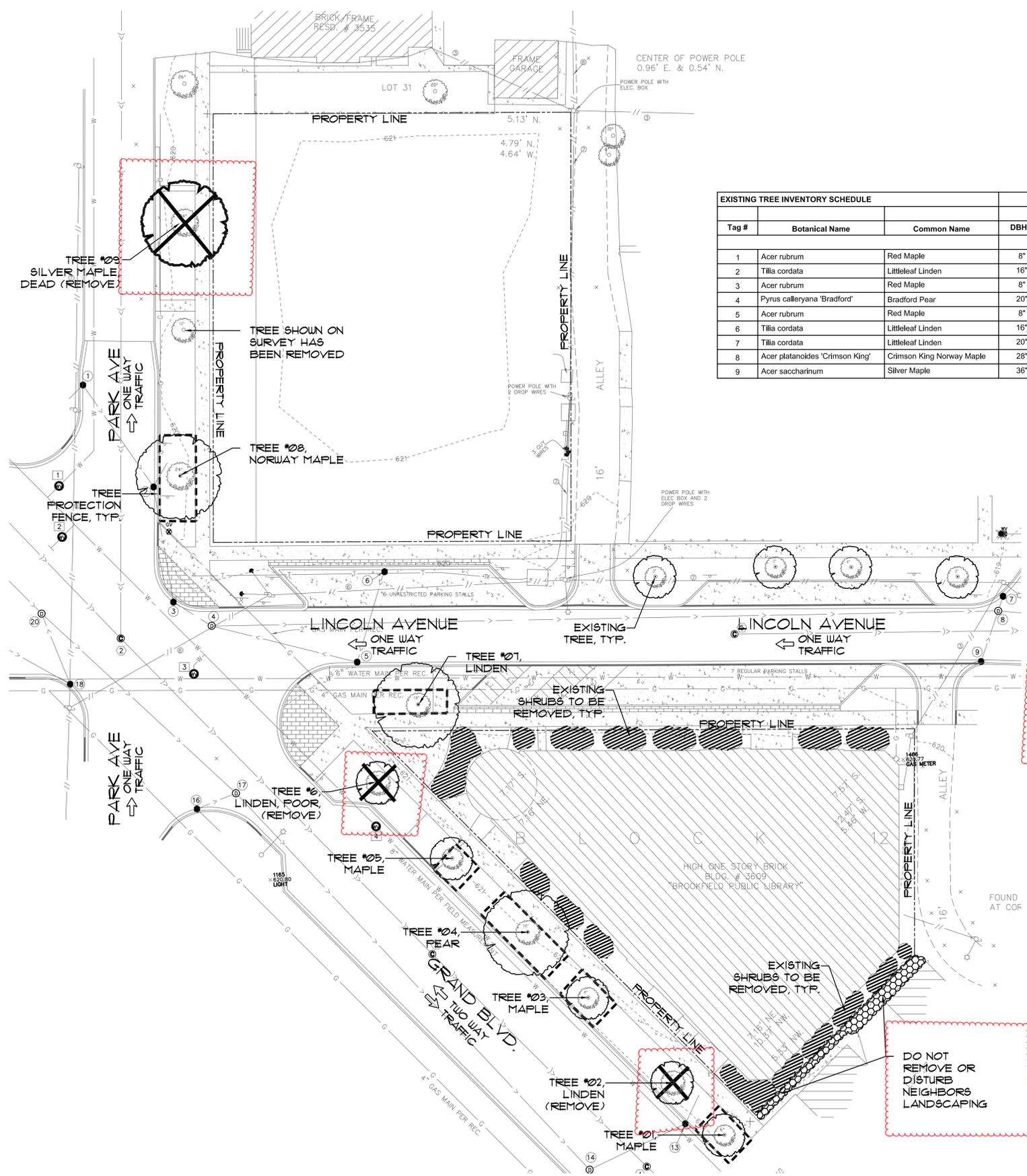
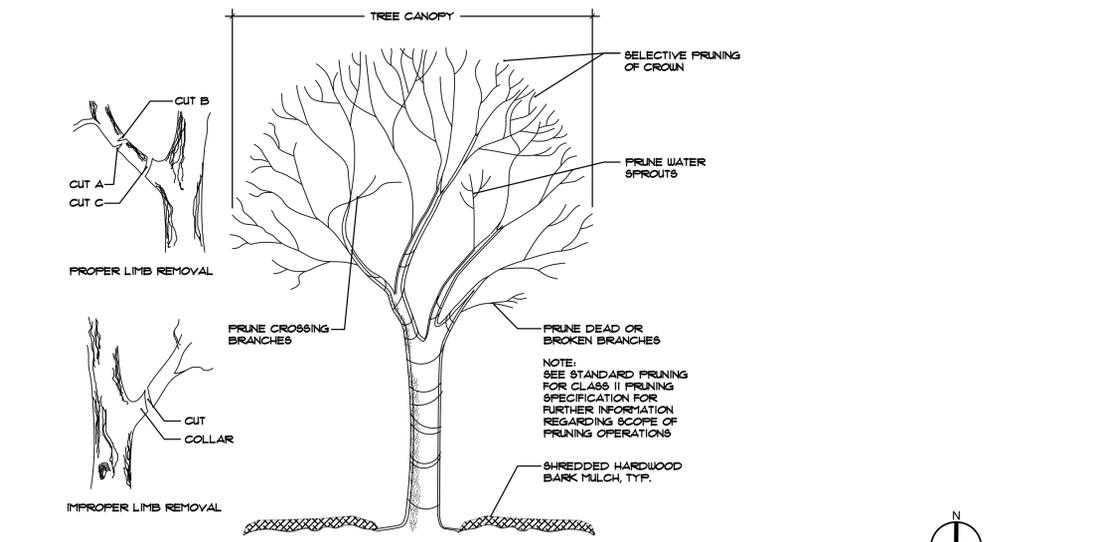
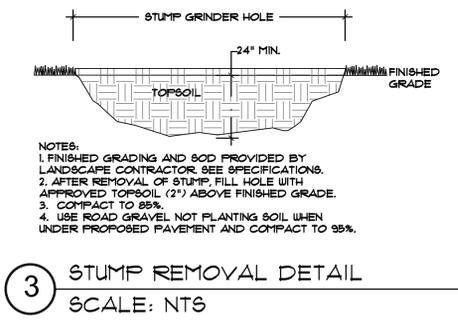
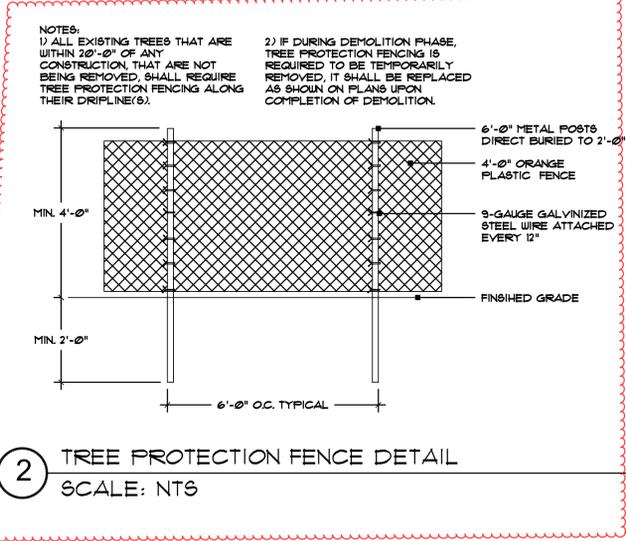
-  EXISTING TREE TO REMAIN WITH PROTECTION FENCE
-  EXISTING TREE TO BE REMOVED
-  EXISTING LANDSCAPE/SHRUBS TO BE REMOVED
-  NEIGHBORS LANDSCAPING (DO NOT DISTURB)

NOTES:

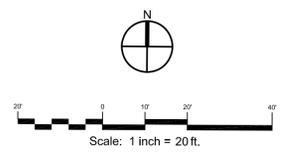
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR TREE REMOVAL IN THE RIGHT OF WAY FROM THE VILLAGE OF BROOKFIELD.
2. FIELD LOCATE ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
3. IF DURING EXCAVATION ANY ROOTS ARE SEVERED ON TREES TO REMAIN, IMMEDIATELY COVER WITH BURLAP AND DAMPEN. KEEP WET BY APPLYING CONTINUOUS DRIP UNTIL EXCAVATION IS FILLED IN. PRIOR TO COVERING EXCAVATION, HAVE A CERTIFIED ARBORIST TO MAKE CLEAN CUTS.
4. LOCATE ROADWAYS, STORAGE AREAS, PARKING PADS, ETC. FOR CONSTRUCTION VEHICLES AT LEAST 25 FEET FROM THE CRITICAL ROOT ZONE OF AN INDIVIDUAL TREE.
5. ALL PRUNING SHALL BE DONE BY A CERTIFIED ARBORIST. PRUNE ALL DEAD AND BROKEN BRANCHES FROM TREES WITHIN THE SCOPE OF WORK.
6. REMOVE ALL SHRUBS, PERENNIALS AND INCIDENTAL PLANTINGS OR SCRUB FROM AROUND EXISTING LIBRARY.

EXISTING TREE INVENTORY SCHEDULE

Tag #	Botanical Name	Common Name	DBH (Inches)	Height (feet)	Width (feet)	Location	Comments/Condition
1	Acer rubrum	Red Maple	8" caliper	23'	18'	Grand Blvd.	Fair
2	Tilia cordata	Littleleaf Linden	16" caliper	26'	20'	Grand Blvd.	Fair, REMOVE for driveway
3	Acer rubrum	Red Maple	8" caliper	21'	16'	Grand Blvd.	Fair
4	Pyrus calleryana 'Bradford'	Bradford Pear	20" caliper	30'	34'	Grand Blvd.	Fair/Poor, damaged trunk
5	Acer rubrum	Red Maple	8" caliper	24'	18'	Grand Blvd.	Fair, girdling roots
6	Tilia cordata	Littleleaf Linden	16" caliper	29'	17'	Grand Blvd.	Poor, dead wood, REMOVE
7	Tilia cordata	Littleleaf Linden	20" caliper	38'	34'	Lincoln Ave.	Fair, prune dead wood
8	Acer platanoides 'Crimson King'	Crimson King Norway Maple	28" caliper	50'	35'	Park Ave.	Fair, prune dead wood
9	Acer saccharinum	Silver Maple	36" caliper	55'	40'	Park Ave.	Poor, dead, REMOVE



1 EXISTING LANDSCAPE PROTECTION AND REMOVAL PLAN
SCALE: 1" = 20'-0"



Revision	Date

drawing:
Overall Landscape Plan

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

sheet number:	
date:	
author:	
checked by:	
drawing scale:	
plot scale:	

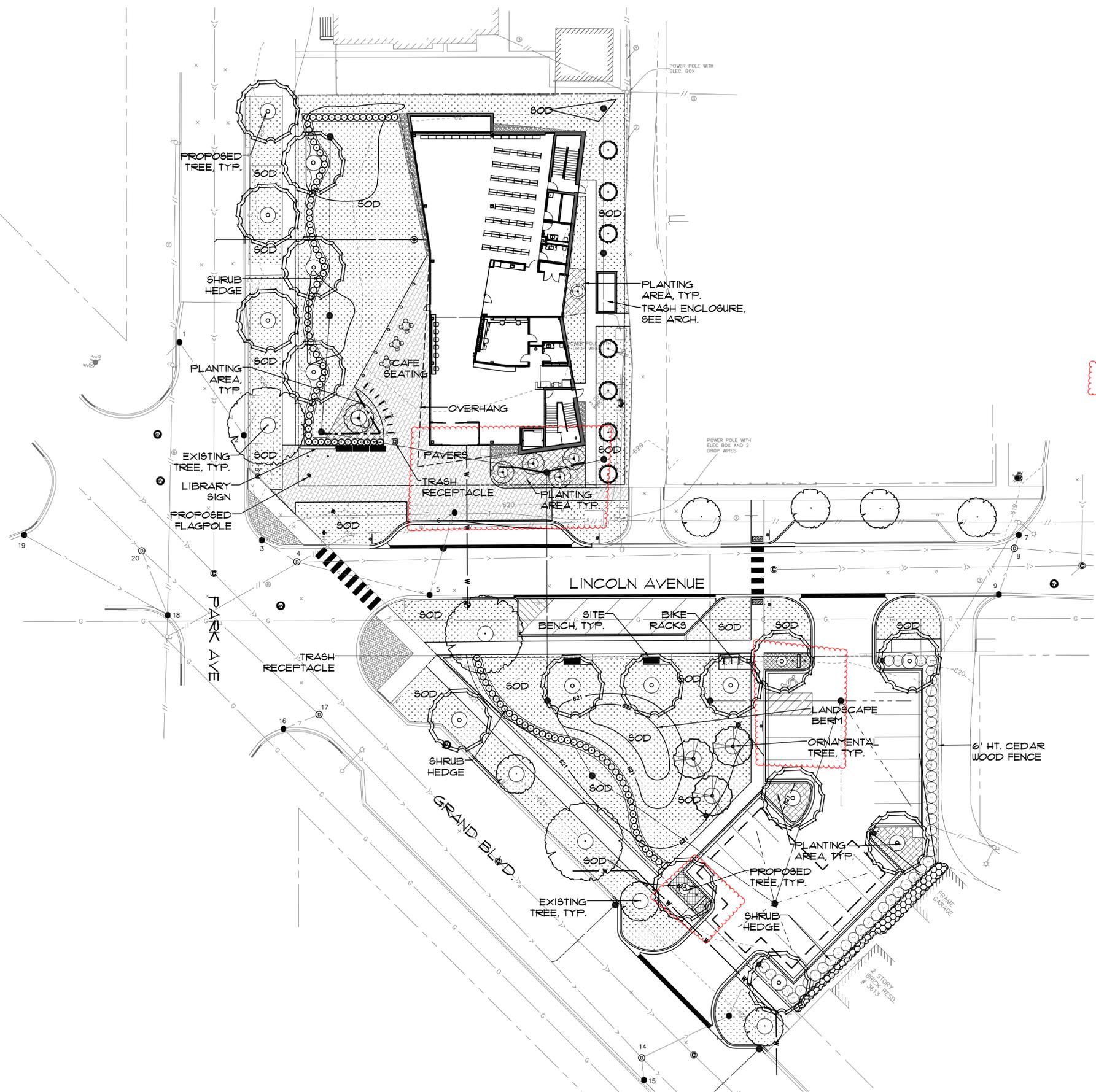
sheet number:
L-200
sheet ___ of ___

LEGEND:

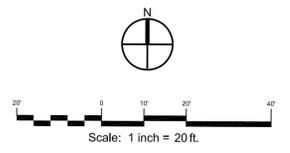
-  PROPOSED SHRUBS AND PERENNIALS
-  DECORATIVE GRAVEL 3" DEPTH
-  PROPOSED SHADE TREE
-  PROPOSED ORNAMENTAL TREE
-  EXISTING TREES
-  PROPERTY LINE

PLANTING NOTES:

1. PROVIDE 6' DIAMETER MULCH RINGS FOR ALL PROPOSED AND EXISTING TREES WITH PREMIUM SHREDDED HARDWOOD BARK MULCH.
2. SEE SHEET L-201 AND L-202 FOR ENLARGEMENT LANDSCAPE PLANTING PLANS.
3. REPAIR ALL DISTURBED AREAS FROM CONSTRUCTION WITH TOPSOIL AND SOD.
4. SEE SHEET L-300 FOR SITE DETAILS.
5. SEE SHEET L-301 FOR SITE FURNITURE DETAILS.
6. SEE SHEET L-302 FOR LANDSCAPE PLANTING DETAILS.
7. SEE SHEET L-303 FOR LANDSCAPE PLANT SCHEDULE AND NOTES.
8. SEE ARCHITECTURE DRAWINGS FOR ALL TRASH ENCLOSURE DETAILS.



1 OVERALL LANDSCAPE PLAN
SCALE: 1" = 20'-0"



Revision	Date

Library Landscape
Enlargement Plan

project:
linda sokol francis
brookfield library
3541 park avenue,
brookfield, IL 60513

Drawn by	
Checked by	

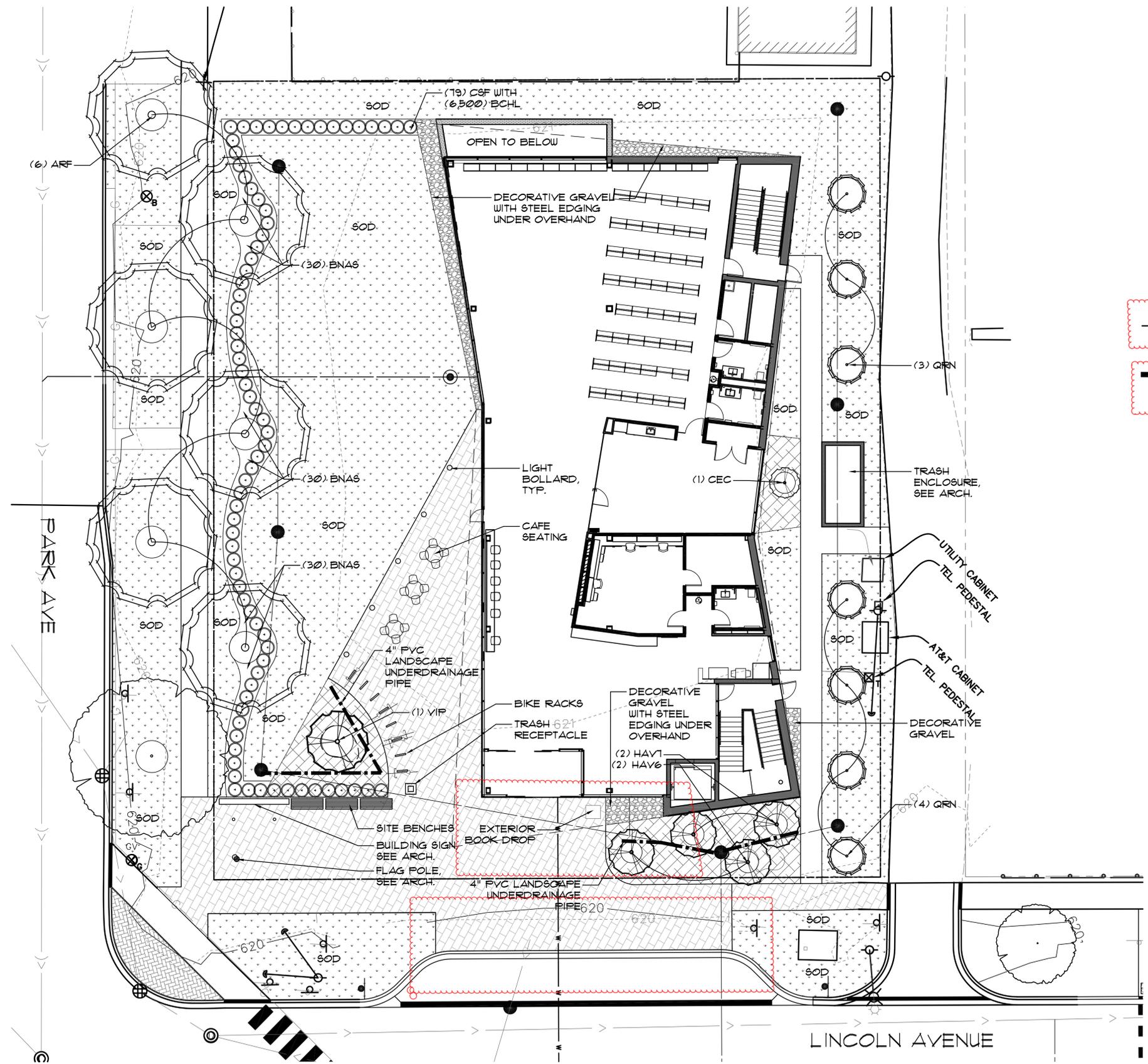
sheet number:
L-201
sheet ___ of ___

LEGEND:

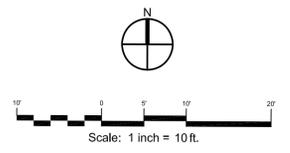
-  PROPOSED SHRUBS AND PERENNIALS
-  DECORATIVE GRAVEL 3" DEPTH
-  PROPOSED SHADE TREE
-  PROPOSED ORNAMENTAL TREE
-  EXISTING TREES
-  PROPERTY LINE
-  4" PVC LANDSCAPE UNDERDRAINAGE PIPE

PLANTING NOTES:

1. SEE SHEET L-300 FOR SITE DETAILS INCLUDING LANDSCAPE UNDERDRAINAGE.
2. SEE SHEET L-301 FOR SITE FURNITURE DETAILS.
3. SEE SHEET L-302 FOR LANDSCAPE PLANTING DETAILS AND NOTES.
4. SEE SHEET L-303 FOR LANDSCAPE PLANT SCHEDULE AND NOTES.



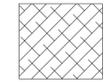
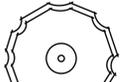
1 LIBRARY LANDSCAPE PLAN
SCALE: 1" = 10'-0"

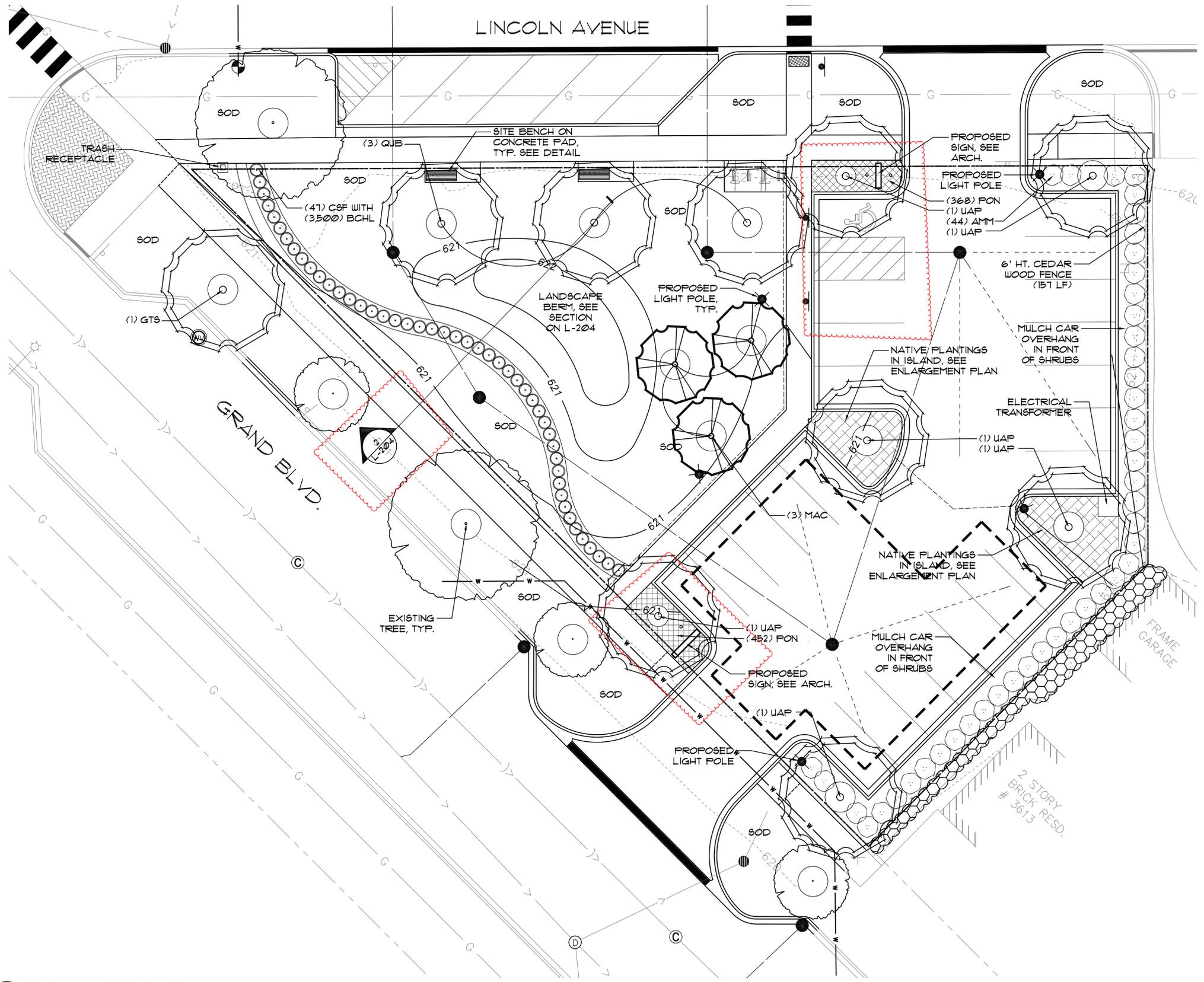


PLANTING NOTES:

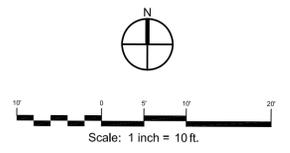
1. SEE SHEET L-300 FOR SITE DETAILS.
2. SEE SHEET L-301 FOR SITE FURNITURE DETAILS.
3. SEE SHEET L-302 FOR LANDSCAPE PLANTING DETAILS.
4. SEE SHEET L-303 FOR LANDSCAPE PLANT SCHEDULE AND NOTES.

LEGEND:

-  PROPOSED SHRUBS AND PERENNIALS
-  PROPOSED SHADE TREE
-  PROPOSED ORNAMENTAL TREE
-  EXISTING TREES
-  PROPERTY LINE



1 PARK LANDSCAPE PLAN
SCALE: 1" = 10'-0"

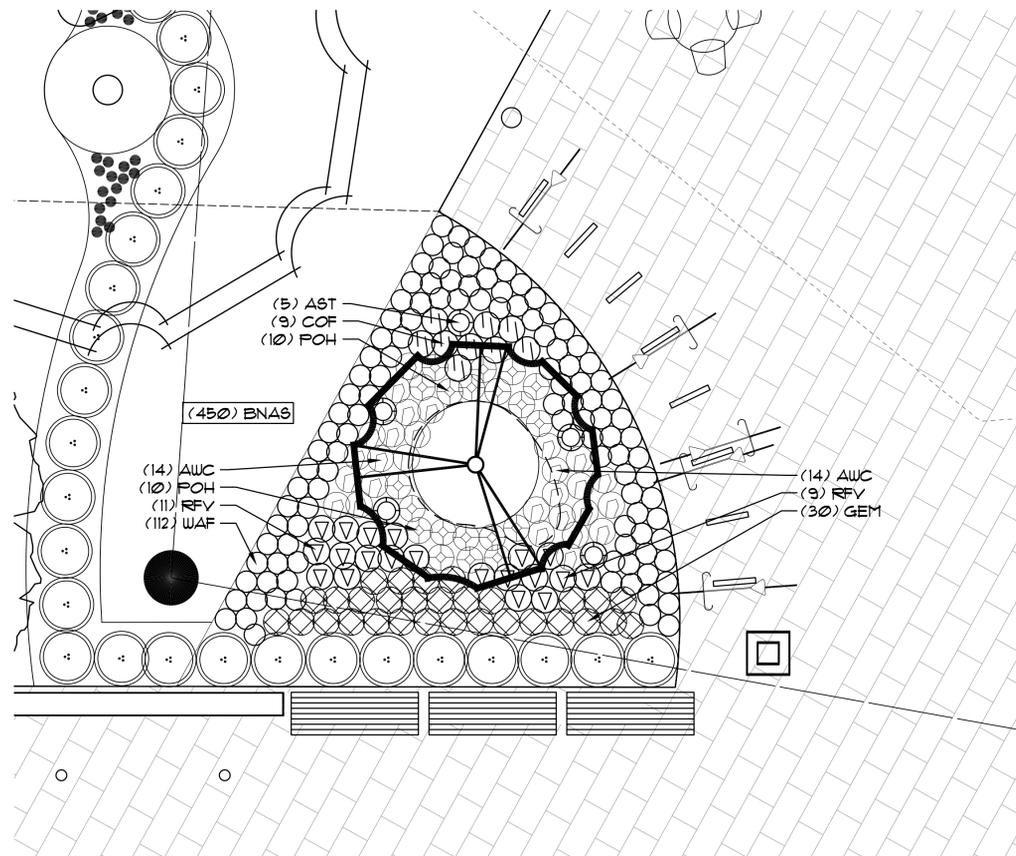


drawing: **Park Landscape Plan**

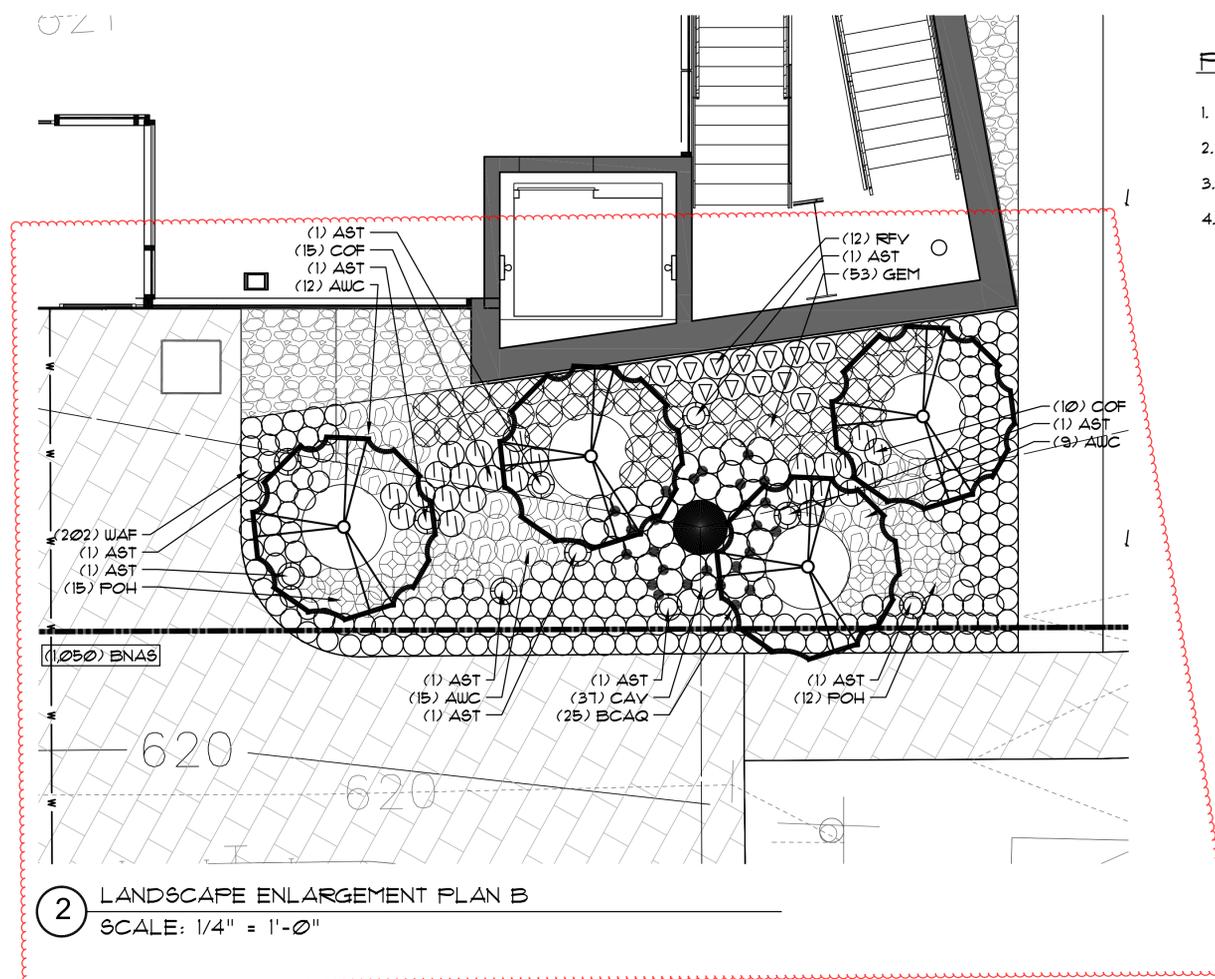
project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

sheet number:	202
date:	08/11/11
author:	...
check:	...
date:	...

sheet number:
L-202
sheet ___ of ___



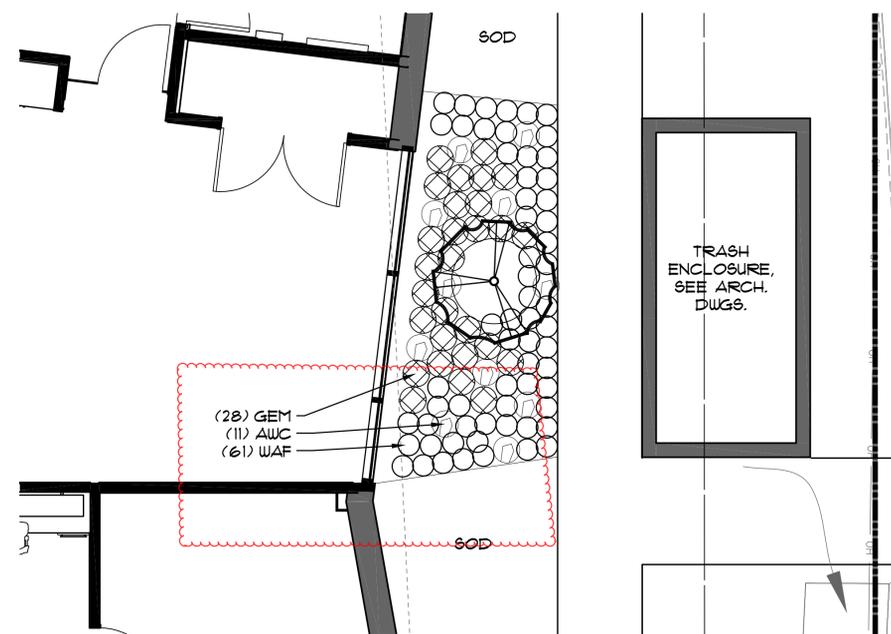
1 LANDSCAPE ENLARGEMENT PLAN A
SCALE: 1/4" = 1'-0"



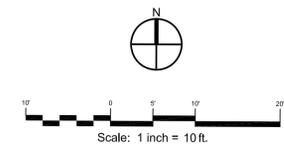
2 LANDSCAPE ENLARGEMENT PLAN B
SCALE: 1/4" = 1'-0"

PLANTING NOTES:

1. SEE SHEET L-300 FOR SITE DETAILS.
2. SEE SHEET L-301 FOR SITE FURNITURE DETAILS.
3. L-302 FOR LANDSCAPE PLANTING DETAILS.
4. SEE SHEET L-303 FOR LANDSCAPE PLANT SCHEDULE AND NOTES.



1 LANDSCAPE ENLARGEMENT PLAN C
SCALE: 1/4" = 1'-0"



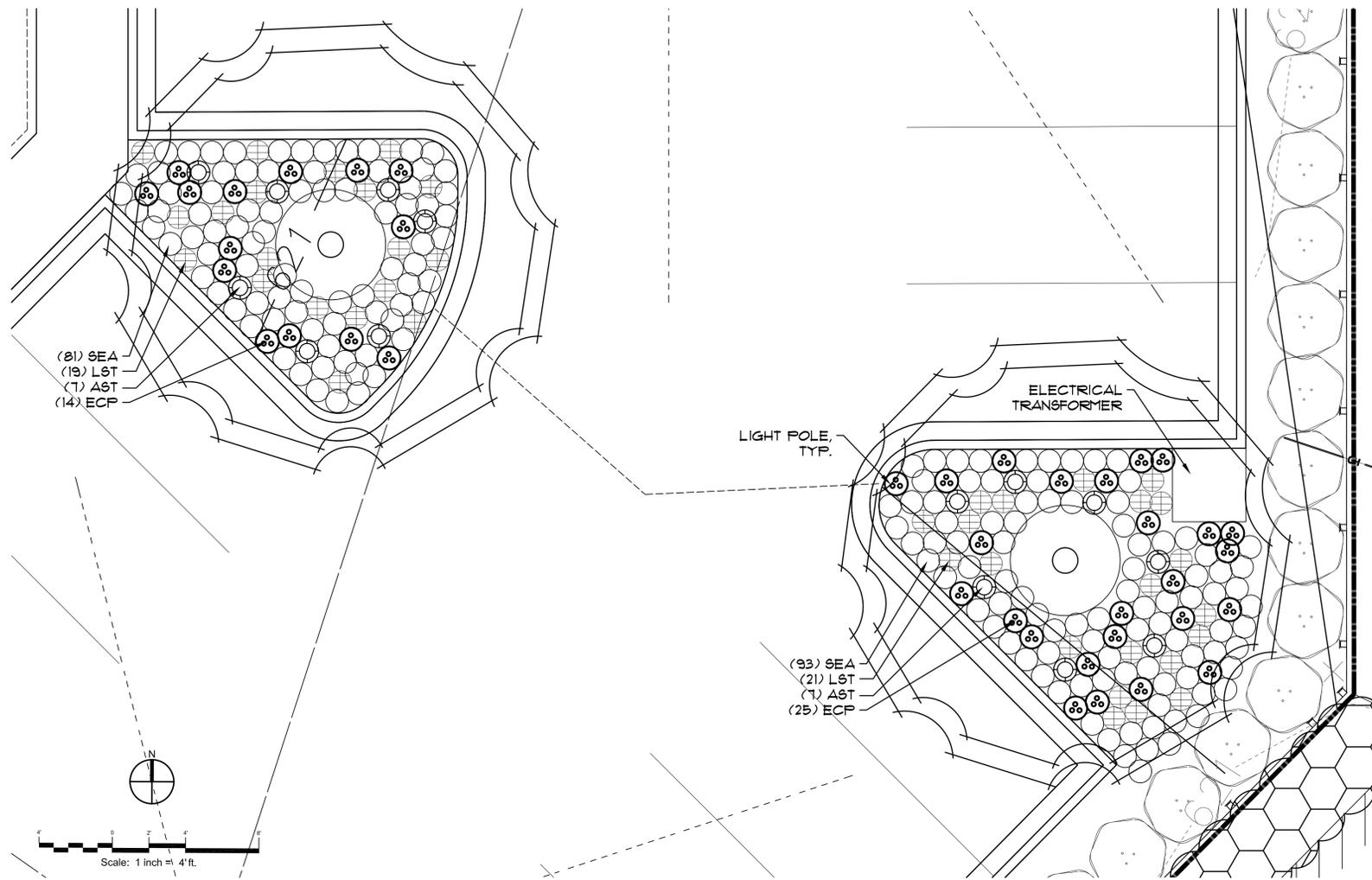
Revision	Date

drawing:
Park Landscape Enlargement
Plan

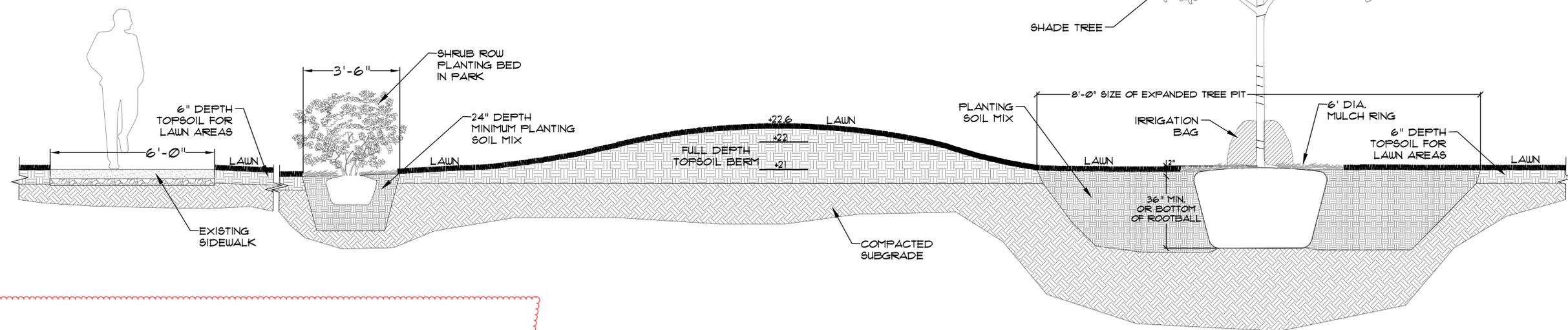
project:
linda sokol francis
brookfield library
3541 park avenue,
brookfield, IL 60513

sheet number:	203
date:	08/11/11
author:	
drawing scale:	1/4" = 1'-0"
drawn by:	

sheet number:



1 PARKING ISLAND LANDSCAPE ENLARGEMENT PLAN
 SCALE: 1/4" = 1'-0"



2 PARK SITE LANDSCAPE SECTION
 SCALE: 1/2" = 1'-0"

PLANTING NOTES:

- SEE SHEET L-302 FOR LANDSCAPE PLANTING DETAILS.
- SEE SHEET L-303 FOR LANDSCAPE PLANT SCHEDULE AND NOTES.
- BERM IN PARK SHALL BE FULL DEPTH TOPSOIL.

sheet number:	204
date:	08/11/11
author:	ML
checked by:	ML
drawing scale:	1/4" = 1'-0"
drawn by:	ML

sheet number:

Revision	Date

drawing:
**Library Irrigation Scope Plan -
Alternate**

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

Drawn by	
Checked by	
Design date	
Drawn by	

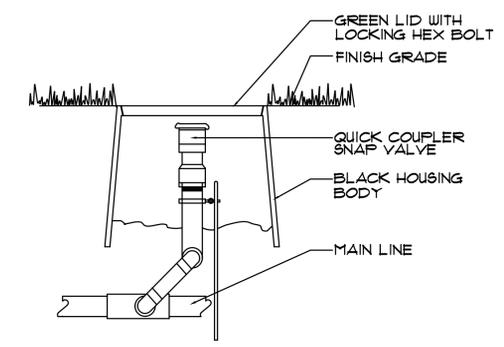
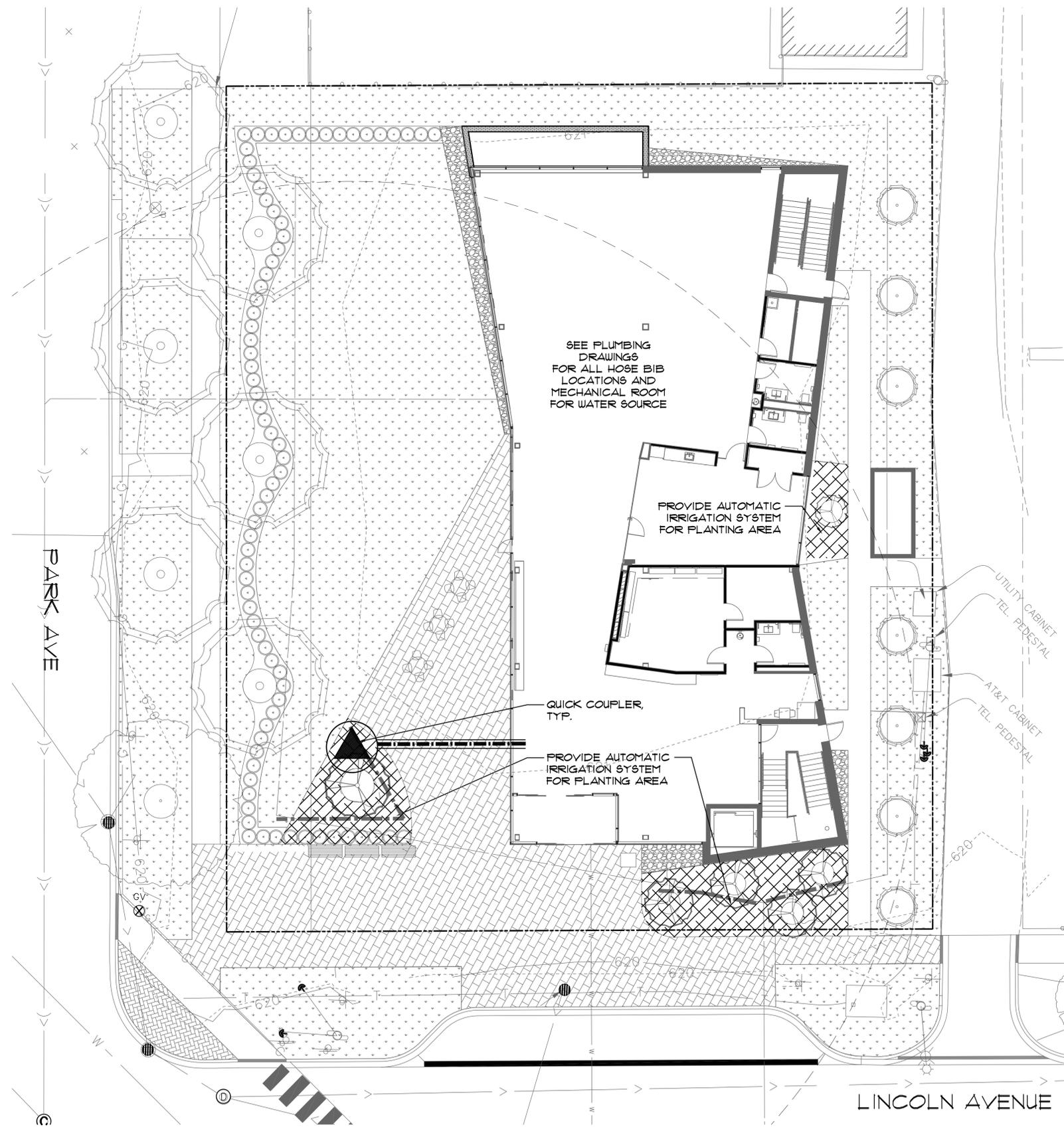
sheet number:
L-205
sheet ___ of ___

LEGEND:

-  PLANTING AREAS - FULLY IRRIGATE WITH SPRAY HEADS
-  DECORATIVE GRAVEL
-  QUICK COUPLER LOCATION WITH 100'-0" RADIUS FOR WATERING HOSE
-  MAIN LINE PIPE
-  MAIN LINE PIPE WITH SLEEVE UNDER PAVEMENT
-  PROPOSED SHADE TREE
-  PROPOSED ORNAMENTAL TREE
-  EXISTING TREES

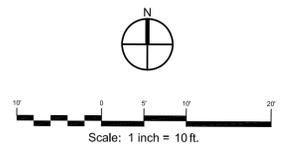
IRRIGATION NOTES:

1. PROVIDE AUTOMATIC IRRIGATION SYSTEM WITH WATER EFFICIENT POP-UP SPRAY HEADS, FVC PIPE, SMART CONTROLLER, QUICK COUPLER VALVES, WEATHER SENSORS, ETC. TO COMPLETELY IRRIGATE (3) LANDSCAPE BEDS AROUND THE BUILDING.
2. PROVIDE (2) QUICK COUPLES AS SHOWN ON THE DRAWINGS.
3. SEE PLUMBING DRAWINGS FOR HOSE BIB LOCATIONS AND WATER SERVICE POINT OF CONNECTION.
4. FIELD VERIFY LOCATION AND INVERT ELEVATION OF EXISTING WATER MAINS AND ALL OTHER UTILITIES AND ANY OTHER POTENTIAL CONFLICTS PRIOR TO CONNECTION.
5. INSTALL SLEEVES UNDER PAVEMENT PRIOR TO HARDSCAPE CONSTRUCTION. PROVIDE TEMPORARY END CAPS. COORDINATE THIS WORK WITH ALL PAYER AND CONCRETE WORK. FLAG SLEEVE LOCATIONS.
6. CONTRACTOR SHALL SUPPLY 2" COPPER STUB OUT OF BUILDING FROM WATER/PUMP ROOM FOR IRRIGATION SYSTEM CONNECTION.
7. PROVIDE DESIGN AND SUBMIT SHOP DRAWINGS.
8. PROVIDE BOOSTER PUMP PER APPLICABLE CODES TO ENSURE THE APPROPRIATE WATER PRESSURE (MIN. OF 44PSI AFTER RFP) IS MET. BOOSTER PUMP SHALL BE LOCATED IN WATER/PUMP ROOM 103 SHOWN ON ARCH. AND PLUMBING DRAWINGS.
9. PROVIDE A GRAVITY DRAIN FOR ALL QUICK COUPLER LINES TO DRAIN DOWN. SHUT DOWN SYSTEM AT THE END OF OCTOBER TO PREVENT FREEZING IN THE LINES.
10. ELECTRICAL CONTRACTOR TO PROVIDE 120V POWER IN WATER/PUMP ROOM FOR BOOSTER PUMP AND IRRIGATION CONTROLLER.
11. THE PLANS MAY NOT INCLUDE ALL MATERIALS. THIS DOES NOT RELIEVE THE CONTRACTOR FROM BEING RESPONSIBLE FOR PROVIDING A COMPLETE SYSTEM IN PERFECT WORKING ORDER WITH ADEQUATE WATER SUPPLY.



2 QUICK COUPLER DETAIL
SCALE: NTS

1 LIBRARY IRRIGATION SCOPE PLAN - ALTERNATE
SCALE: 1" = 10'-0"

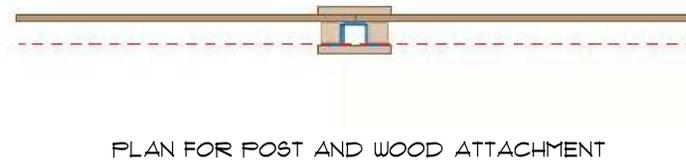


FENCE NOTES:

1. INSTALL FENCE ALONG PARKING LOT IN LOCATION SHOWN ON SHEET L-300.
2. INSTALL FENCE PER ALL VILLAGE OF BROOKFIELD CODES AND ORDINANCES.
3. INSTALL FENCE WITH NICE SIDE FACING OUT TOWARDS NEIGHBORS.
4. INSTALL FENCE SO TOP IS LEVEL. DO NOT TILT INDIVIDUAL PANELS TO FOLLOW SLOPE. STEP DOWN FENCE PANELS IF NEEDED.
5. VERIFY PROPERTY LINE BEFORE FENCE INSTALLATION. INSTALL FENCE 6" OFF PROPERTY LINE.

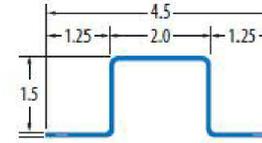


1 BOARD ON BOARD CEDAR WOOD FENCE ELEVATION
SCALE: N.T.S.



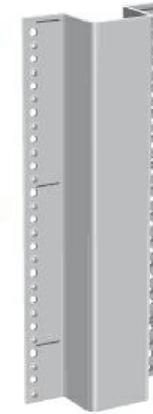
ELEVATION

2 CEDAR WOOD FENCE DETAILS
SCALE: N.T.S.

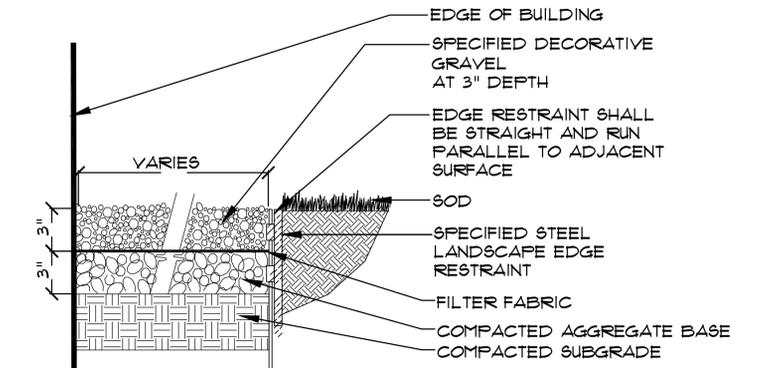


Alternating hole pattern for # 8 / #9 countersunk deck screws or 1/4 in. lag screws.

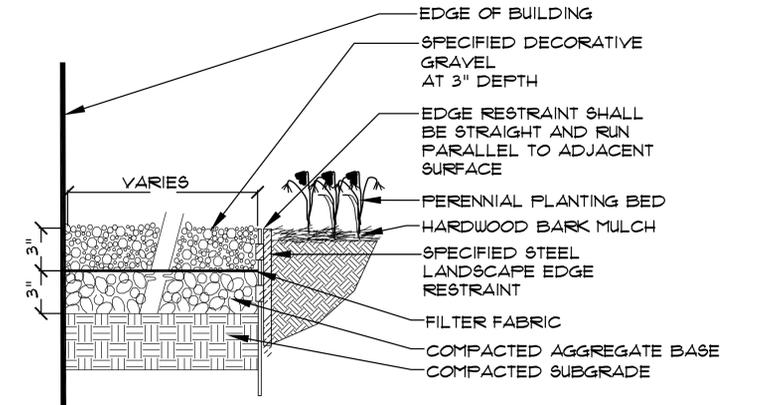
#8/9 countersunk deck screws are recommended for flush installation to the post.



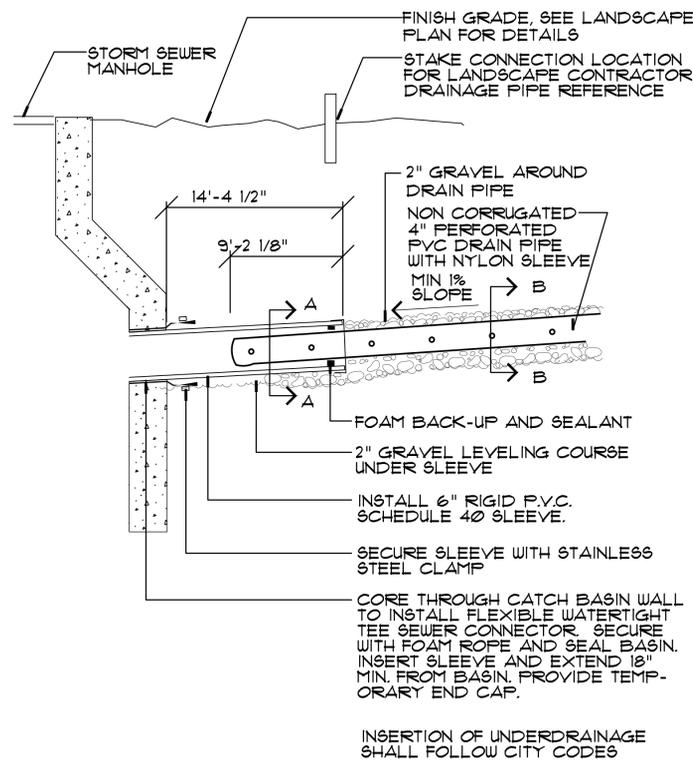
POST DETAIL



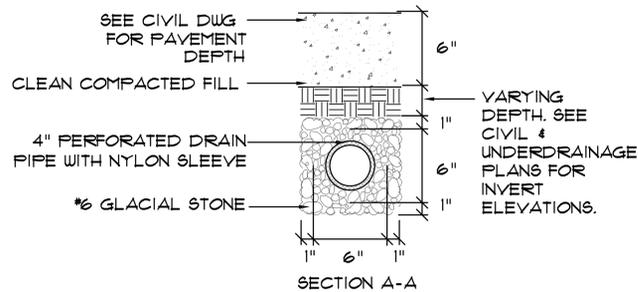
3 DECORATIVE GRAVEL NEXT TO SOD DETAIL
SCALE: N.T.S.



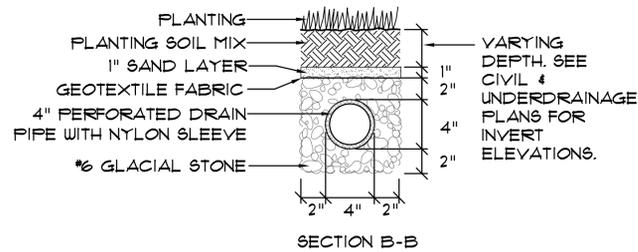
4 DECORATIVE GRAVEL NEXT TO PLANTING BED DETAIL
SCALE: N.T.S.



5 LANDSCAPE UNDERDRAINAGE DETAIL
SCALE: N.T.S.



UNDERDRAINAGE UNDER PAVEMENT



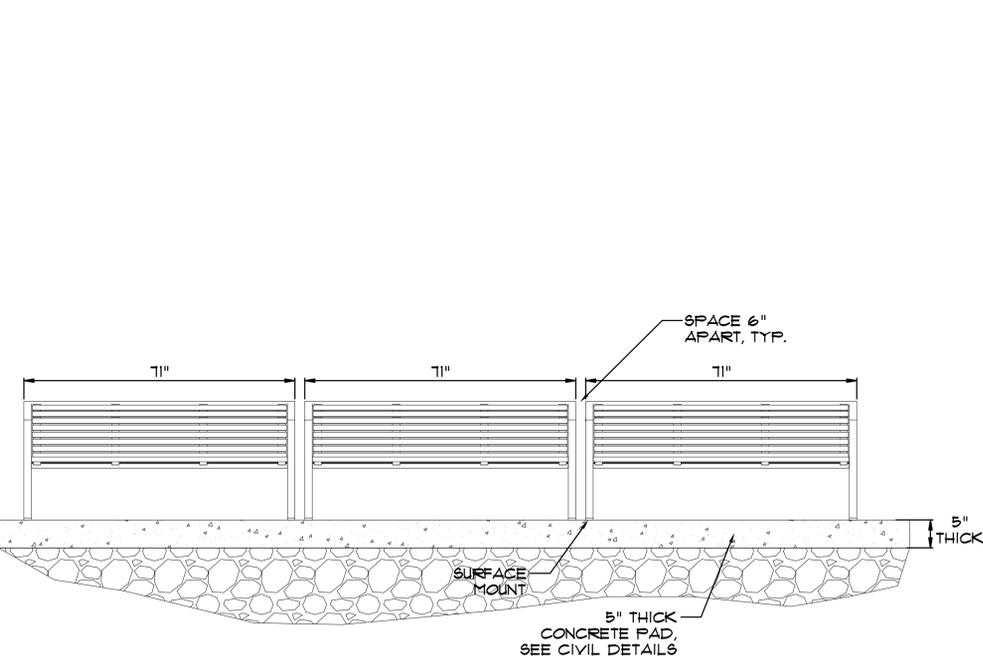
UNDERDRAINAGE UNDER SOFTSCAPE

Revision	Date
Design Development	11/13/2015
Final Revised Submittal	11/23/2015

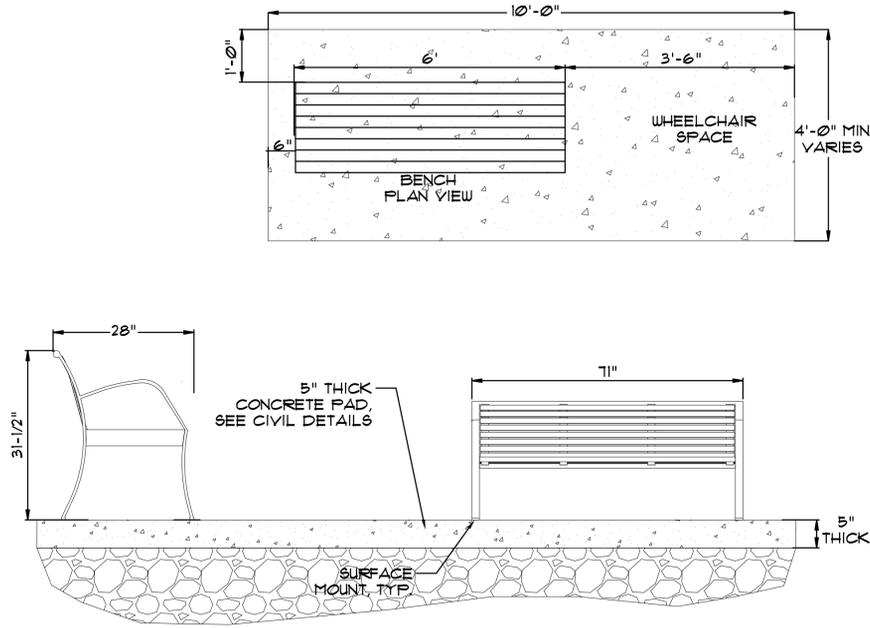
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Drawn by:	Site
Checked by:	Site
Date issued:	11/23/2015

sheet number:

Revision	Date
Design Development	07/13/2011
Final Planned Submittal	07/22/2011



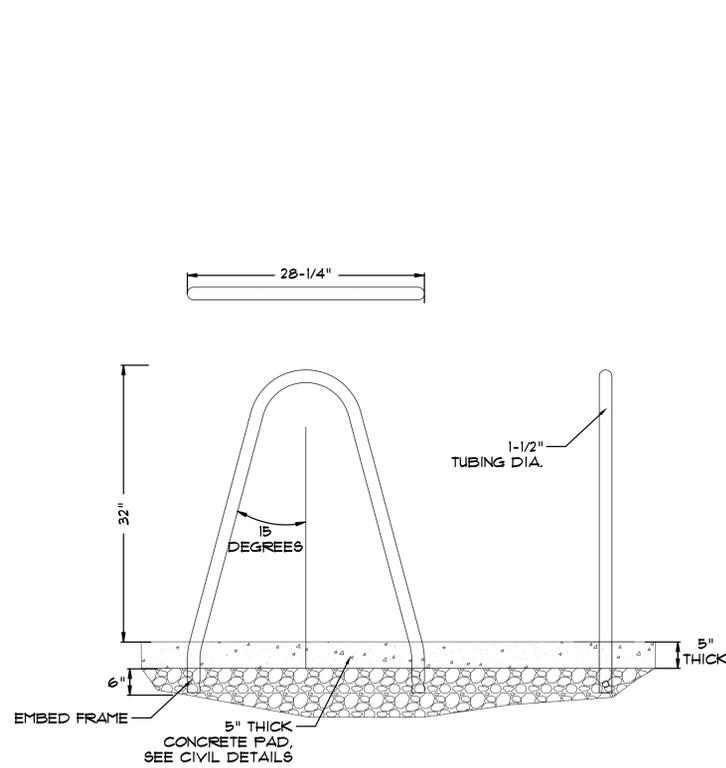
1 LIBRARY BENCH DETAIL
SCALE: N.T.S.



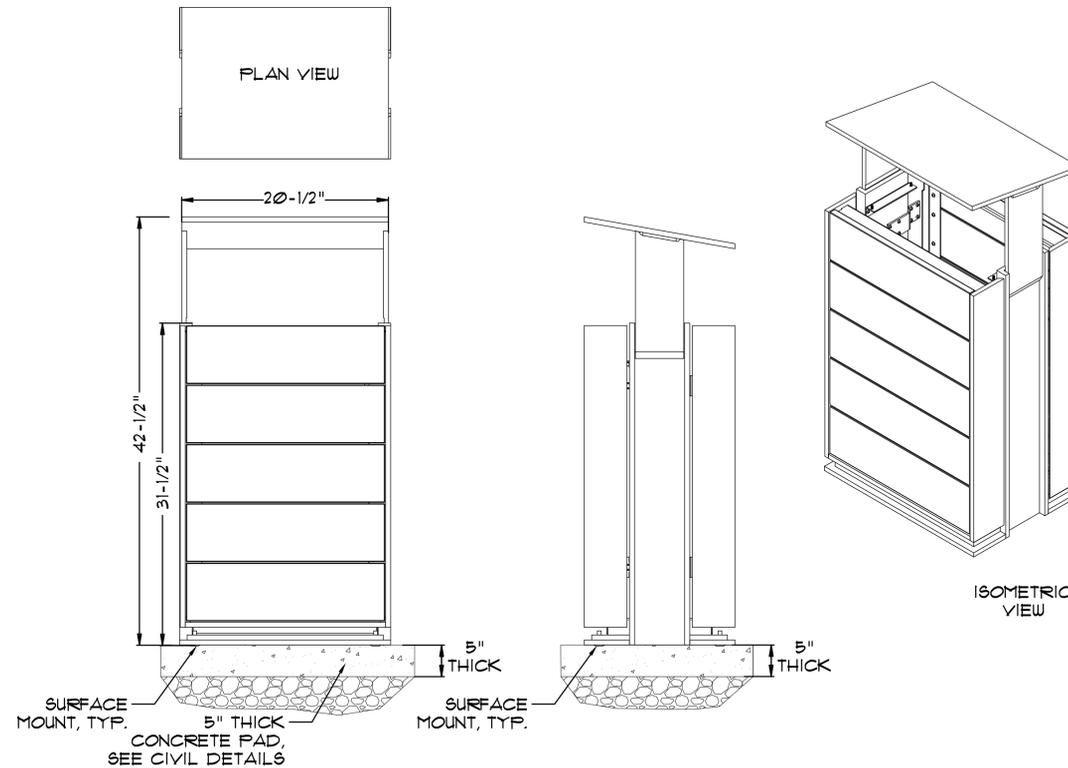
2 PARK BENCH DETAIL
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3 CAFE TABLE AND CHAIR DETAIL
SCALE: N.T.S.



4 BIKE RACK DETAIL
SCALE: N.T.S.



5 TRASH RECEPTACLE DETAIL
SCALE: N.T.S.

Site Furniture Details

drawing:

project:
linda sokol francis
brookfield library
3541 park avenue,
brookfield, IL 60513

Sheet number:	301
Drawn by:	MP
Checked by:	MP
Design date:	07/13/2011
Drawn date:	07/22/2011

sheet number:

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sheet ___ of ___

Revision	Date

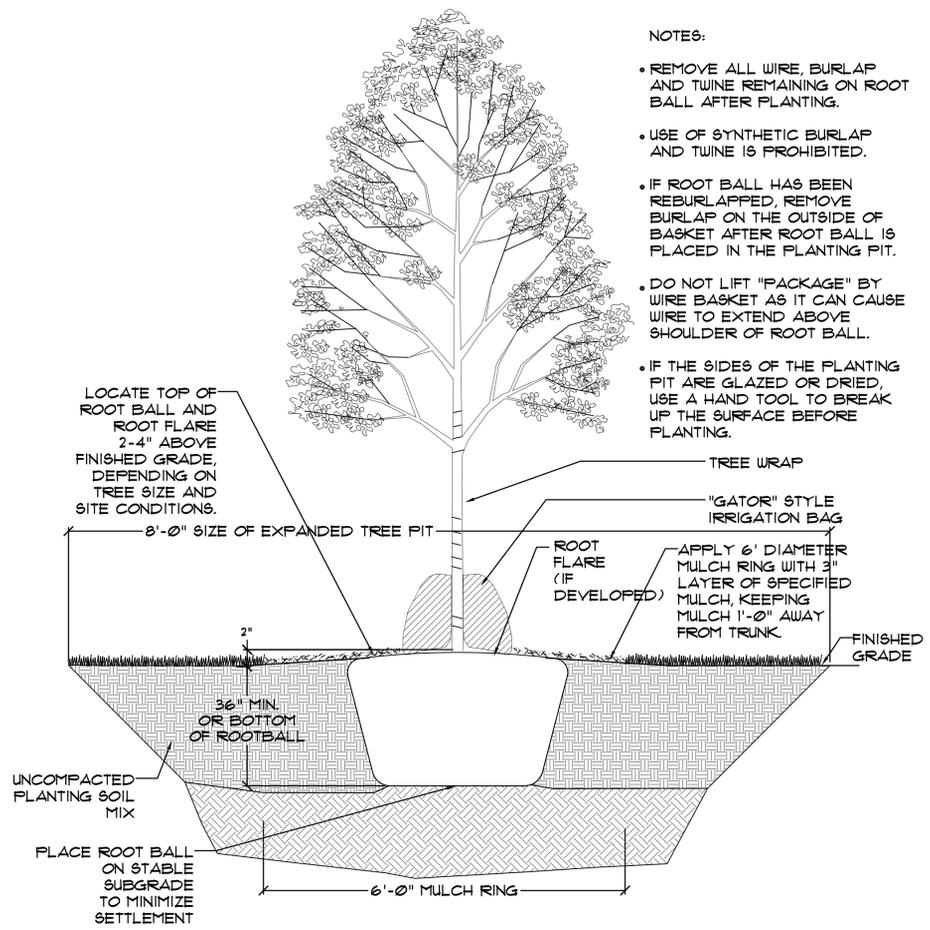
drawing: **Landscape Details**

project: **linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

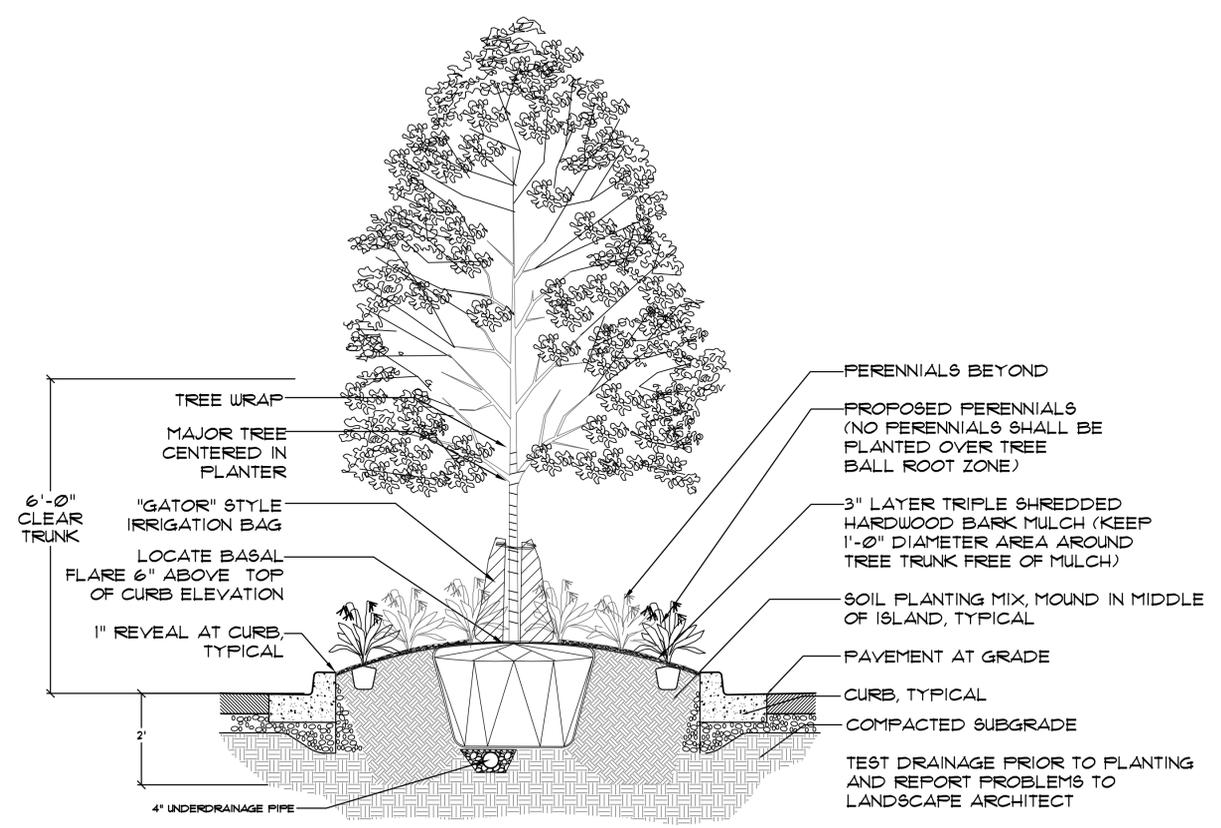
sheet number:	
sheet title:	
drawing scale:	
date:	

sheet number: _____

- NOTES:
- REMOVE ALL WIRE, BURLAP AND TWINE REMAINING ON ROOT BALL AFTER PLANTING.
 - USE OF SYNTHETIC BURLAP AND TWINE IS PROHIBITED.
 - IF ROOT BALL HAS BEEN REBURLAPPED, REMOVE BURLAP ON THE OUTSIDE OF BASKET AFTER ROOT BALL IS PLACED IN THE PLANTING PIT.
 - DO NOT LIFT "PACKAGE" BY WIRE BASKET AS IT CAN CAUSE WIRE TO EXTEND ABOVE SHOULDER OF ROOT BALL.
 - IF THE SIDES OF THE PLANTING PIT ARE GLAZED OR DRIED, USE A HAND TOOL TO BREAK UP THE SURFACE BEFORE PLANTING.

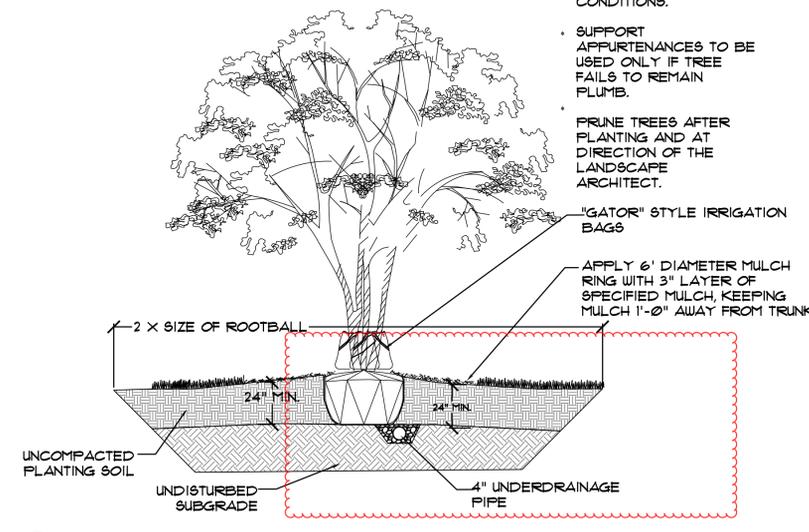


1 SHADE TREE PLANTING DETAIL
SCALE: N.T.S.

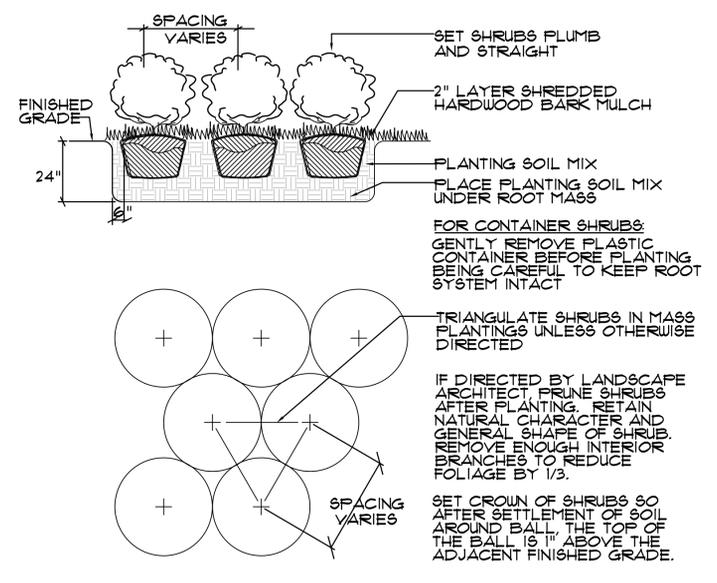


2 PARKING ISLAND PLANTING DETAIL
SCALE: N.T.S.

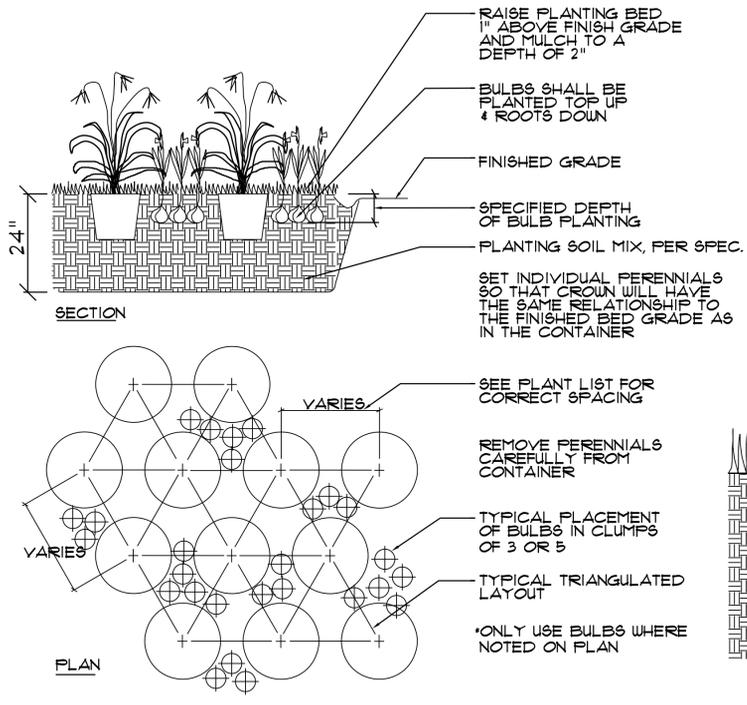
- NOTES:
- LOCATE TOP OF ROOT BALL AND ROOT FLARE 2" ABOVE FINISHED GRADE, DEPENDING ON TREE SIZE AND SITE CONDITIONS.
 - SUPPORT AFFURTENANCES TO BE USED ONLY IF TREE FAILS TO REMAIN PLUMB.
 - PRUNE TREES AFTER PLANTING AND AT DIRECTION OF THE LANDSCAPE ARCHITECT.



3 MULTI-STEMMED TREE PLANTING DETAIL
SCALE: N.T.S.



4 SHRUB PLANTING DETAIL
SCALE: N.T.S.



5 PERENNIAL AND BULB PLANTING DETAIL
SCALE: N.T.S.

Revision	Date
Stage Development	11/17/2011
Final Revised Submittal	11/17/2011

drawing: **Plant Schedule and Notes**

project:
**linda sokol francis
brookfield library**
3541 park avenue,
brookfield, IL 60513

Project number	
Sheet no.	
Author	
Check date	
Drawn	

PLANT LIST						
Key	Totals	Botanical Name	Common Name	Size	Spacing	Comments
SHADE TREES						
ARF	6	Acer rubrum 'Frank Jr.'	Redpointe Red Maple	4.5" caliper B&B	on plans	spring dig only
GTS	1	Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Thornless Honeylocust	3" caliper B&B	on plans	spring dig only
QUB	3	Quercus bicolor	Swamp White Oak	3" caliper B&B	on plans	spring dig only
QRN	7	Quercus robur bicolor 'Nadler'	Kindred Spirit Oak	3" caliper B&B	on plans	spring dig only
UAP	6	Ulmus americana 'Princeton'	Princeton American Elm	3" caliper B&B	on plans	spring dig only
ORNAMENTAL TREES						
CEC	1	Cercis canadensis	Eastern Redbud	8' ht. (multi) B&B	on plans	spring dig only
MAC	3	Malus 'Cardinal'	Cardinal Crabapple	6' ht. (multi) B&B	on plans	spring dig only
HAV6	2	Hamamelis vernalis	Vernal Witchhazel	6' ht. (multi) B&B	on plans	
HAV7	2	Hamamelis vernalis	Vernal Witchhazel	7' ht. (multi) B&B	on plans	
VIP	1	Viburnum prunifolium	Blackhaw Viburnum	6' ht. (multi) B&B	on plans	
DECIDUOUS SHRUBS						
AMM	44	Aronia melanocarpa 'Morton'	Iroquois Beauty Black Chokeberry	24" ht. B&B	on plans	see note 4
CSF	126	Cornus sericea 'Farrow'	Arctic Fire Redosier Dogwood	24" ht. #5 container	30" o.c.	see note 4
ORNAMENTAL GRASSES						
CAV	36	Carex vulpinoidea	Brown Fox Sedge	1 gallon	15" o.c.	around catch basin
SEA	174	Sesleria autumnalis	Autumn Moor Grass	1 gallon	15" o.c.	
PERENNIALS/GROUNDCOVERS						
AWC	75	Allium 'Windy City'	Windy City Allium	1 gallon	15" o.c.	see note 5
AST	29	Asclepias tuberosa	Butterfly Weed	1 gallon	15" o.c.	see note 5
COF	34	Coreopsis 'Full Moon'	Full Moon Coreopsis	1 gallon	15" o.c.	see note 5
ECC	39	Echinacea "CBG Cone 2"	Pixie Meadowbrite Coneflower	1 gallon	15" o.c.	see note 5
GEM	111	Geranium maculatum	Wild Geranium	1 gallon	15" o.c.	see note 5
LST	40	Liatris spicata 'Trailblazer'	Trailblazer Blazing Star	1 gallon	15" o.c.	see note 5
POH	47	Polemonium 'Heaven Scent'	Heaven Scent Jacob's Ladder	1 gallon	15" o.c.	see note 5
PON	820	Potentilla neumanniana 'Nana'	Alpine Spring Cinquefoil	10 flat plugs	6" o.c.	see note 5
RFV	32	Rudbeckia fulgida 'Viette's Little Suzy'	Little Suzy Back-eyed Susan	1 gallon	15" o.c.	see note 5
WAF	376	Waldsteinia fragarioides	Appalachian Barren Strawberry	4.5" qt.	12" o.c.	see note 5
BULBS						
BCAQ	25	Camassia quamash	Common Camas	Top Size, 6/7cm+	mix with CAV	plant in fall
BCHL	10,000	Chionodoxa luciliae	Glory of the Snow	Top Size, 5cm+	drifts in CSF shrubs	plant in fall
BNAS	1,590	Narcissus 'Stainless'	Stainless Daffodil	Top Size, 16cm+	natural clumps	plant in fall

PLANTING NOTES:

- GRADES SHALL MEET ALL EXISTING PERIMETER WALKS TO REMAIN.
- DO NOT ALTER GRADES WITHIN 10' OF EXISTING TREES TO REMAIN. CONTACT ARCHITECT PRIOR TO ANY NECESSARY WORK IN THESE ZONES.
- TREES: SET TOP OF TREE ROOT BALL SO THAT AFTER SOIL SETTLEMENT, MAIN ORDER ROOTS SHALL BE 2" ABOVE THE TOP OF SURROUNDING GRADE. SUPPORT AFFURTENANCES TO BE USED ONLY IF TREE FAILS TO REMAIN PLUMB. SET ALL PLANT MATERIAL PLUMB IN PLANTING PIT. MAINTAIN PLUMB CONDITION THROUGHOUT GUARANTEE PERIOD.
- SHRUBS: GENTLY REMOVE PLASTIC CONTAINER BEFORE PLANTING BEING CAREFUL TO KEEP ROOT SYSTEM INTACT. SET CROWN OF SHRUBS SO AFTER SETTLEMENT OF SOIL AROUND BALL, THE TOP OF THE BALL IS 1" ABOVE THE ADJACENT FINISHED GRADE.
- PERENNIALS: REMOVE PLASTIC PLANTING CONTAINER BEFORE PLANTING BEING CAREFUL TO KEEP THE ROOT SYSTEM INTACT. TRIANGULATE PERENNIALS IN MASS PLANTINGS UNLESS SPECIFIED. SEE PLANT LIST FOR CORRECT SPACING. SET CROWNS OF PERENNIALS SO THAT AFTER SETTLEMENT OF SOIL AROUND BALL, THE TOP IS 1" ABOVE THE ADJACENT FINISHED GRADE OF SOIL.
- PROVIDE ALL SHADE TREES AS SPECIMEN QUALITY, WELL MATCHED, WELL SHAPED, LIMBED UP 6'-0" MIN. ABOVE GROUND.
- PROVIDE ALL ORNAMENTAL TREES AS SPECIMEN QUALITY, WELL MATCHED, WELL SHAPED.
- PROVIDE ALL SHRUBS AS SPECIMEN QUALITY, WELL MATCHED, WELL SHAPED, AND FULLY ROOTED IN CONTAINER UNLESS B&B.
- PROVIDE ALL PERENNIALS, ORNAMENTAL GRASSES, AND GROUND COVERS AS SPECIMEN QUALITY, WELL MATCHED, WELL SHAPED, FULLY ROOTED IN CONTAINER.
- REMOVE ALL SHIPPING MATERIALS AND CONTAINERS BEFORE PLANTING.
- ALL EXISTING AND PROPOSED TREES SHALL HAVE A 3" LAYER OF TRIPLE SHREDDED PREMIUM HARDWOOD BARK MULCH RING.
- SIZES SHOWN ARE MINIMUM REQUIRED SIZE.
- IF SIZE REQUIRED IS NOT AVAILABLE, CONTRACTOR MAY PROVIDE LARGER MATERIAL WITH THE ACCEPTANCE OF THE LANDSCAPE ARCHITECT.
- IF LARGER SIZES ARE ACCEPTED, LARGER COMMENSURATE ROOT BALLS SHALL BE DUG TO ENSURE PLANT SUCCESS.
- ALL SPRING DIG ONLY TREES WHICH CANNOT BE DUG IN SPRING SHALL BE "PRE DUG" MATERIAL OR SHALL BE STAGE DUG. ALL HELD MATERIALS SHALL BE MAINTAINED, INCLUDING WATERING.
- QUANTITIES ARE INCLUDED FOR CONVENIENCE ONLY. IN THE EVENT THAT DISCREPANCIES OCCUR, THE ACTUAL PLANT DESIGNATIONS AS DRAWN ON THE DRAWINGS SHALL GOVERN.
- MULCH ALL PLANTING BEDS IN THEIR ENTIRETY AFTER PLANTING WITH 2" OF PREMIUM TRIPLED SHREDDED HARDWOOD BARK MULCH.



SW VIEW



WEST VIEW



NW EXTERIOR VIEW



NE EXTERIOR VIEW



SE EXTERIOR VIEW



EXTERIOR ENTRANCE VIEW



WEST EXTERIOR VIEW



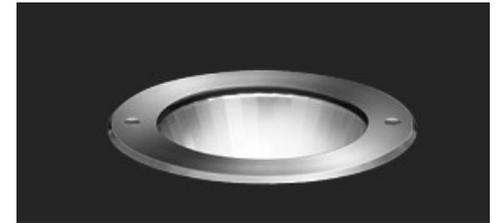
LITHONIA DSX-0 WITH 15' POLE



LOUIS POULSEN FLINDT BOLLARD

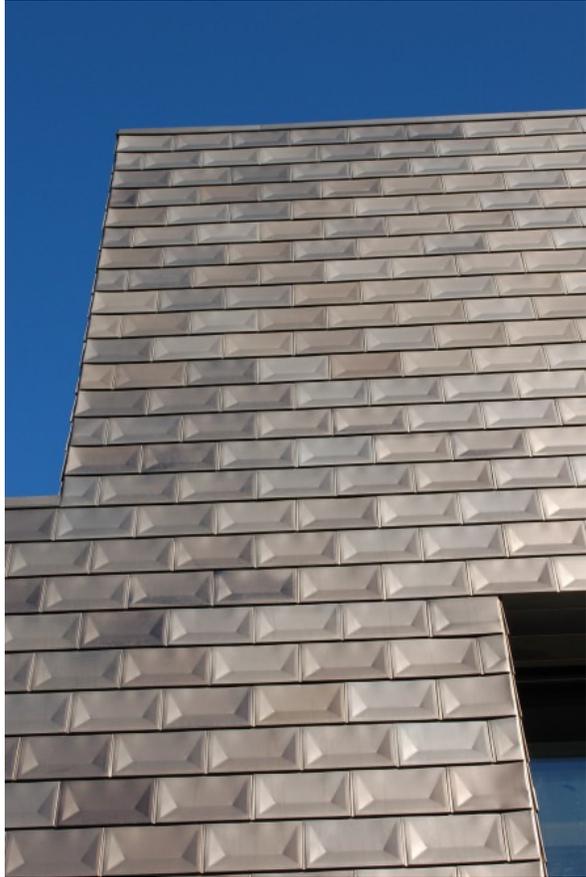


LITHONIA WST WALL MOUNT



BEGA IN-GROUND LUMINAIRE

EXTERIOR LIGHTING



LEVEL 2 CLADDING



EXTERIOR BRICK



LEVEL 2 FINIS



PAVERS - UNILOCK ARTLINE TUSCANY

EXTERIOR MATERIALS



EXTERIOR SITE FURNITURE



LANDSCAPE FORMS APEX TRASH CAN



LANDSCAPE FORMS BOLA BIKE RACK



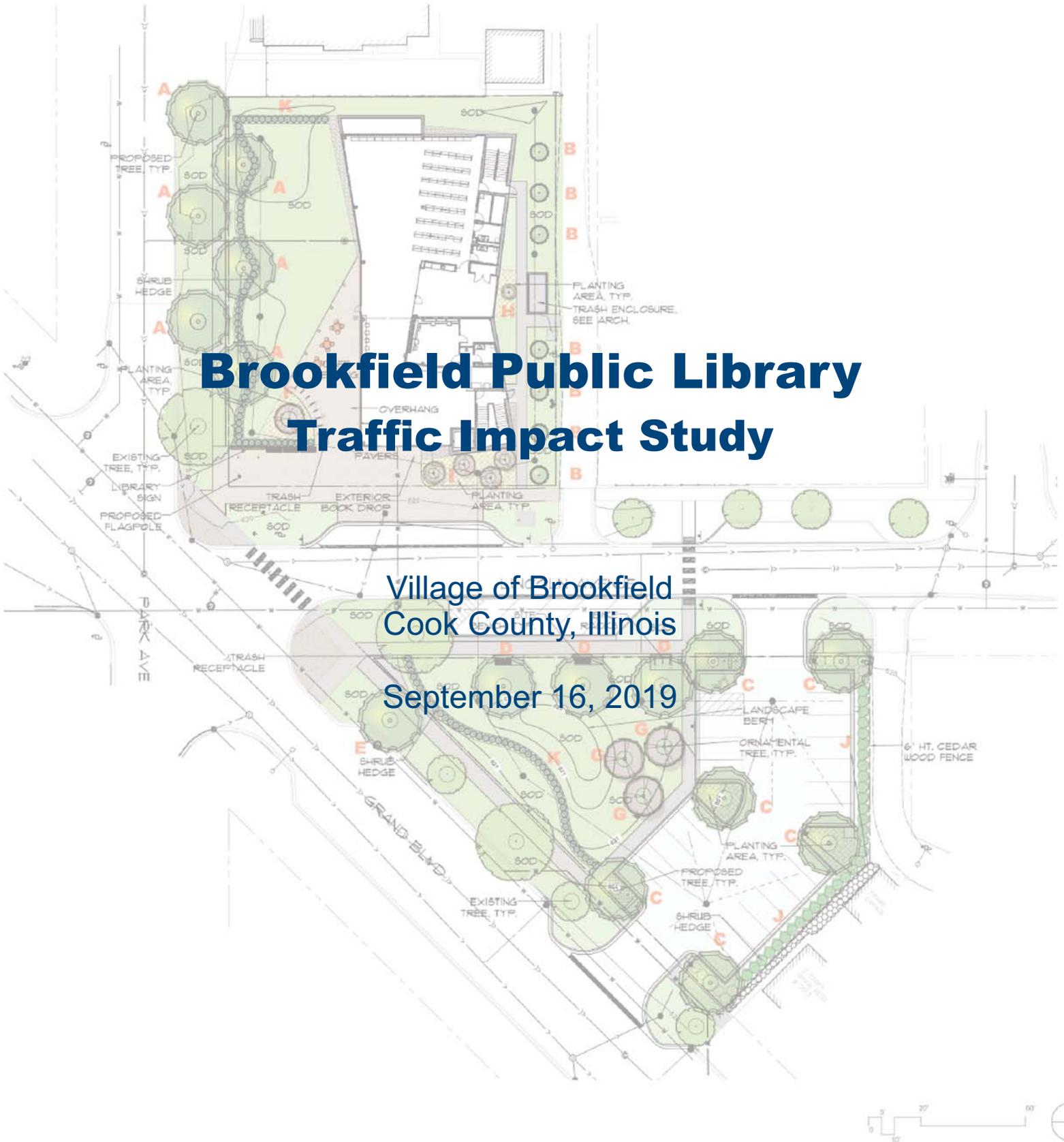
EMU AMERICA NEOBARCINO BENCH

SITE FURNITURE

Brookfield Public Library Traffic Impact Study

Village of Brookfield
Cook County, Illinois

September 16, 2019



TRAFFIC IMPACT STUDY FOR:

BROOKFIELD PUBLIC LIBRARY
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

DATE SUBMITTED: September 16, 2019

PREPARED FOR:

Product Architecture & Design
811 West Evergreen, Suite 405
Chicago, IL 60642
Phone: (312) 202-0701
Contact Person: Dan Pohrte

PREPARED BY:

TADI
P.O. Box 128
Cedarburg, WI 53012
Phone: (800) 605-3091
Contact Person: Michael May, P.E., PTOE



"I certify that this Traffic Impact Study has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering."


Michael May, P.E., PTOE
Illinois Registration #062-060245
Expiration 11-30-2019

**Brookfield Public Library
Traffic Impact Study
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LIST OF EXHIBITS

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- Exhibit 1-2Brookfield Public Library Site Plan
- Exhibit 1-3Recommended Modifications

- Exhibit 2-1Site Location Map
- Exhibit 2-2Brookfield Public Library Site Plan

- Exhibit 3-1Existing Transportation Detail
- Exhibit 3-2Existing Traffic Volumes
- Exhibit 3-3Video Screenshots - Block Party Barricade Placement
- Exhibit 3-4Existing Traffic Operations & Queues

- Exhibit 4-1Brookfield Public Library Trip Generation & Distribution Tables
- Exhibit 4-2Brookfield Public Library New Trips
- Exhibit 4-3Build Traffic Volumes
- Exhibit 4-4Build Traffic Operations & Queues

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Appendix A.....September of 2019 Turning Movement Traffic Counts

Appendix B.....Existing Traffic – Peak Hour Analysis Outputs

Appendix C.....Build Traffic – Peak Hour Analysis Outputs

CHAPTER I – INTRODUCTION & EXECUTIVE SUMMARY

PART A – PURPOSE OF REPORT AND STUDY OBJECTIVES

Brookfield Public Library is currently located in the southeast corner of Grand Boulevard & Lincoln Avenue at the six-leg intersection of Grand Boulevard/Lincoln Avenue/Park Avenue in the Village of Brookfield, Cook County, Illinois. The library is proposed to be relocated to the northeast corner of the intersection with the existing library location converted into a parking lot and community greenspace. TADI performed this traffic impact study (TIS) to determine the expected weekday evening and Saturday midday peak hour operating conditions and recommendations at identified study area intersections to accommodate development.

This TIS documents the procedures, findings and conclusions of the traffic analysis. The analysis identifies recommended modifications based on existing roadway conditions, existing traffic volumes, and additional traffic expected to be generated by the new Brookfield Public Library.

PART B – EXECUTIVE SUMMARY

The executive summary includes a description of the study area, description of the development and conclusions based on the findings of the TIS.

B1. Study Area

A study area map is shown in [Exhibit 1-1](#). A project site plan is shown in [Exhibit 1-2](#). As shown, the study area includes the Grand Boulevard/Lincoln Avenue/Park Avenue intersection, the Grand Boulevard & proposed parking lot driveway, and Lincoln Avenue & proposed parking lot driveway.

B2. On-Site Development Description

The new public library will be constructed in the northeast corner of Lincoln Avenue & Park Avenue and is proposed to have a density of 21,380 square feet (sf), which is approximately 7,680 sf greater than the existing 13,700 sf library. The existing public library will be replaced with a community greenspace and a parking lot to accommodate new traffic from the increased library density. Parking for the existing library occurs on-street, and on-street parking may be expected to continue to service the existing density.

The new public library includes bicycle racks with parking for 16 bicycles located in the southwest corner of the property. The proposed landscaping plan includes a shrub hedge along the west side of the property. When combined with the front door and book drop being located along Lincoln Avenue, this landscaping plan will aid in minimizing parking that may otherwise occur on Park Avenue north of the intersection by increasing the walking distance from Park Avenue.

B3. Collection of Existing Traffic Volumes

Existing turning movement traffic counts were collected in 2019 on Thursday, September 5th from 2:30pm to 6:00pm and Saturday, September 7th from 11:00am to 1:00pm. The weather was favorable with temperatures in the mid- to upper-70°F range and no precipitation. TADI noted heavy pedestrian activity during school dismissal, with the highest pedestrian activity observed between 3:00 and 4:00pm. Though not included in the original project scope, this peak hour was added to the study and is identified as the weekday midday peak hour. The weekday midday, weekday evening, and Saturday midday peak hours were identified as 3:00 to 4:00pm, 4:30 to 5:30pm, and 12:00 to 1:00pm.

TADI noted a block party event was set up along Park Avenue north of the study area intersection, with the north leg of Park Avenue closed on Saturday at 12:38pm (time stamped video screen shots are included in Chapter III). In reviewing the traffic volume patterns for movements heading northbound from the intersection, it is concluded that this event had negligible impact on the peak hour traffic volumes and intersection operations. More specifically:

- The block party event did not include signs upstream of the intersection to warn motorists of a street closure on Park Avenue. Therefore, motorists who may have wished to head northbound on Park Avenue were not aware of the event until they were already at the intersection, at which time those same motorists would have continued through the intersection. That is, impacted motorists were included in the traffic counts.
- The turning movement counts were collected in 15-minute increments per traffic engineering standards. The total of all traffic exiting the intersection northbound onto Park Avenue between 11:00am and 12:30pm was between 4- and 11-vehicles per 15-minute increment. The average volume per increment was 9 vehicles. From 12:30 to 12:45pm the volume northbound exiting the intersection was 7 vehicles (2 vehicles less than the average) and between 12:45pm to 1:00pm the volume was 2 vehicles (7 vehicles less than the average). Even if there were no party and an additional 9 vehicles were added north onto Park Avenue, there would be no impact on intersection operations.

B4. Site Generated Traffic

The traffic volumes expected to be generated by the development are based on the size and type of the proposed use and on trip rates as published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, Tenth Edition*.

According to ITE data, the library expansion is expected to generate approximately 66 additional new trips (34 in/32 out) during the weekday midday school dismissal peak hour, 63 additional new trips (30 in/33 out) during the weekday evening peak hour, and 97 additional new trips (51 in/46 out) during the Saturday midday peak hour. The development is expected to generate 554 additional new trips (277 in/277 out) on a typical weekday.

B5. Transit, Pedestrian & Bicycle Accommodations

Pace Bus operates Route 331: Cumberland-5th Avenue along Grand Boulevard with weekday and weekend service.

Sidewalks are provided along both sides of all three intersecting roadways. The intersection is well designed for pedestrian crossing with crossings widths and with the use of curb extensions for crossing Grand Boulevard. TADI noted heavy pedestrian activity during school dismissal, with the highest pedestrian activity observed between 3:00 and 4:00pm. Though not included in the project scope, this peak hour was added to the study and is identified as the weekday midday peak hour. TADI observed a crossing guard was present but appeared to have difficulty in crossing pedestrians across all six legs of the intersection alone. The crossing guard was observed physically running to various legs of the intersection, and at one point another person without crossing guard attire was observed providing assistance at the intersection.

B6. Year 2019 Recommended Modifications

Modifications to address traffic impacts are shown in [Exhibit 1-3](#). *Recommended modifications are advisory for jurisdictional consideration and are not legally binding. The Village of Brookfield reserves the right to determine alternative solutions.*

Grand Boulevard/Lincoln Avenue/Park Avenue

- Consider adding a second crossing guard to the intersection to aid the existing crossing guard during school arrival and dismissal periods.

Grand Boulevard & Proposed Driveway

- Provide shared lanes on all approaches of the intersection (no dedicated turn lanes are necessary).
- Install a stop sign to control the driveway approach to Grand Boulevard.

Lincoln Avenue & Proposed Driveway

- Provided shared lanes on all approaches of the intersection (no dedicated turn lanes are necessary).
- Install a stop sign to control the driveway approach to Lincoln Avenue.
- Consider installing a “LEFT-TURN ONLY” or “ONE WAY” sign at the intersection to inform motorists exiting the driveway of the one-way nature of Lincoln Avenue.

B7. Conclusion

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual, 6th Edition* (HCM). Intersection operation is defined by “Level of Service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purpose of this study, and as is standard for use in the urban communities, LOS D or better was used to define desirable peak hour operating conditions.

LOS	Description	Average Delay
A	Intersection approaches appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	<10 sec/veh
B	Stable operation.	10 – 15 sec/veh
C	Stable operation, but periodic backups of a few vehicles may develop behind turning vehicles. Most drivers begin to feel restricted, but not objectionably so.	15 – 25 sec/veh
D	Increasing traffic restrictions as the intersection approaches instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but periodic clearance of long lines occurs.	25 – 35 sec/veh
E	Capacity of the intersection.	35 – 50 sec/veh
F	Jammed conditions where the intersection is over capacity and acceptable gaps for unsignalized intersections in the mainline traffic flow are minimal.	≥ 50 sec/veh

The study are intersections currently operate acceptably, and are expected to continue to operate acceptably, at LOS C or better conditions with the Brookfield Public Library and with the identified recommended modifications.





CHAPTER II – PROPOSED DEVELOPMENT

PART A – ON-SITE DEVELOPMENT

A1. Development Description and Site Location

Brookfield Public Library is currently located in the southeast corner of Grand Boulevard & Lincoln Avenue at the six-leg intersection of Grand Boulevard/Lincoln Avenue/Park Avenue in the Village of Brookfield, Cook County, Illinois. The library is proposed to be relocated to the northeast corner of the intersection with the existing library location converted into a parking lot and community greenspace. A study area map is shown in [Exhibit 2-1](#). A project site plan is shown in [Exhibit 2-2](#).

A2. Land Use and Intensity

The new public library will be constructed in the northeast corner of Lincoln Avenue & Park Avenue and is proposed to have a density of 21,380 square feet (sf), which is approximately 7,680 sf greater than the existing 13,700 sf library. The existing public library will be replaced with a community greenspace and a parking lot to accommodate new traffic from the increased library density. Parking for the existing library occurs on-street, and on-street parking may be expected to continue to service the existing density.

A3. Site Plan

The new public library includes bicycle racks with parking for 16 bicycles located in the southwest corner of the property. The proposed landscaping plan includes a shrub hedge along the west side of the property. When combined with the front door and book drop being located along Lincoln Avenue, this landscaping plan will aid in minimizing parking that may otherwise occur on Park Avenue north of the intersection by increasing the walking distance from Park Avenue.

A4. Development Phasing and Timing

For the purpose of the TIS, the new library was assumed to be complete and operational in Year 2019. Though the actual timeline may vary, the area of development is built-out and background traffic volumes are not expected to vary to any substantial degree into the future.

PART B – STUDY AREA

B1. Influence Area

The primary influence area for this traffic study includes the Village of Brookfield.

B2. Area of Significant Traffic Impact

The study area includes the Grand Boulevard/Lincoln Avenue/Park Avenue intersection, the Grand Boulevard & proposed parking lot driveway, and Lincoln Avenue & proposed parking lot driveway.

PART C – SITE ACCESSIBILITY

C1. Study Area Roadways

Grand Boulevard is a two-lane northwest-southeast urban street with on-street parking and a 25-mph speed limit. The Illinois Department of Transportation (IDOT) Year 2018 annual average daily traffic (AADT) volume was approximately 4,350 vehicles per day (vpd) southeast of the study area.

Lincoln Avenue is a one-lane east-west one-way westbound street with on-street parking and a 25-mph speed limit. AADT volume estimates are not recorded by IDOT.

Park Avenue is a north-south street with two-way operation south of Lincoln Avenue and one-way northbound operation north of Lincoln Avenue. On-street parking exists and the speed limit is 25-mph speed limit. AADT volume estimates are not recorded by IDOT.

C2. Transit, Pedestrian & Bicycle Accommodations

Pace Bus operates Route 331: Cumberland-5th Avenue along Grand Boulevard with weekday and weekend service.

Sidewalks are provided along both sides of all three intersecting roadways. The intersection is well designed for pedestrian crossing with crossings widths and with the use of curb extensions for crossing Grand Boulevard.





CHAPTER III – ANALYSIS OF EXISTING CONDITIONS

PART A – PHYSICAL CHARACTERISTICS

The existing transportation detail, showing lane configurations, traffic controls, speed limits, and approximate intersection spacing, is included in [Exhibit 3-1](#).

PART B – TRAFFIC VOLUMES

Existing turning movement traffic counts were collected in 2019 on Thursday, September 5th from 2:30pm to 6:00pm and Saturday, September 7th from 11:00am to 1:00pm. The weather was favorable with temperatures in the mid- to upper-70°F range and no precipitation. TADI noted heavy pedestrian activity during school dismissal, with the highest pedestrian activity observed between 3:00 and 4:00pm. Though not included in the original project scope, this peak hour was added to the study and is identified as the weekday midday peak hour. The weekday midday, weekday evening, and Saturday midday peak hours were identified as 3:00 to 4:00pm, 4:30 to 5:30pm, and 12:00 to 1:00pm.

TADI noted a block party event was set up along Park Avenue north of the study area intersection, with the north leg of Park Avenue closed on Saturday at 12:38pm. In reviewing the traffic volume patterns for movements heading northbound from the intersection, it is concluded that this event had negligible impact on the peak hour traffic volumes and intersection operations. More specifically:

- The block party event did not include signs upstream of the intersection to warn motorists of a street closure on Park Avenue. Therefore, motorists who may have wished to head northbound on Park Avenue were not aware of the event until they were already at the intersection, at which time those same motorists would have continued through the intersection. That is, impacted motorists were included in the traffic counts.
- The turning movement counts were collected in 15-minute increments per traffic engineering standards. The total of all traffic exiting the intersection northbound onto Park Avenue between 11:00am and 12:30pm was between 4- and 11-vehicles per 15-minute increment. The average volume per increment was 9 vehicles. From 12:30 to 12:45pm the volume northbound exiting the intersection was 7 vehicles (2 vehicles less than the average) and between 12:45pm to 1:00pm the volume was 2 vehicles (7 vehicles less than the average). Even if there were no party and an additional 9 vehicles were added north onto Park Avenue, there would be no impact on intersection operations.

The existing traffic volumes are shown in [Exhibit 3-2](#). The traffic counts used to determine peak hour factors and truck percentages have been included in the [appendix](#) of this study. A time stamped video screen shot of Park Avenue being closed for a block party at 12:38pm are included in [Exhibit 3-3](#).

PART C – EXISTING TRAFFIC CAPACITY LEVEL OF SERVICE

C1. Level of Service Definitions

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual, 6th Edition* (HCM). Intersection operation is defined by “Level of Service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. Descriptions of the various levels of service are identified below. For the purpose of this study, and as is standard for use in the urban communities, LOS D or better was used to define desirable peak hour operating conditions.

LOS	Description	Average Delay
A	Intersection approaches appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	<10 sec/veh
B	Stable operation.	10 – 15 sec/veh
C	Stable operation, but periodic backups of a few vehicles may develop behind turning vehicles. Most drivers begin to feel restricted, but not objectionably so.	15 – 25 sec/veh
D	Increasing traffic restrictions as the intersection approaches instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but periodic clearance of long lines occurs.	25 – 35 sec/veh
E	Capacity of the intersection.	35 – 50 sec/veh
F	Jammed conditions where the intersection is over capacity and acceptable gaps for unsignalized intersections in the mainline traffic flow are minimal.	≥ 50 sec/veh

The peak hour analysis was performed using Synchro and SimTraffic software (version 10.3.122.0).

C2. Existing Traffic Operations

[Exhibit 3-4](#) shows the existing traffic peak hour operating conditions and expected maximum queues at the study area intersection. The existing traffic analysis was performed using the existing transportation detail ([Exhibit 3-1](#)) and existing traffic volumes ([Exhibit 3-2](#)).

As shown in [Exhibit 3-4](#), all movements currently operate acceptably at LOS C or better conditions.

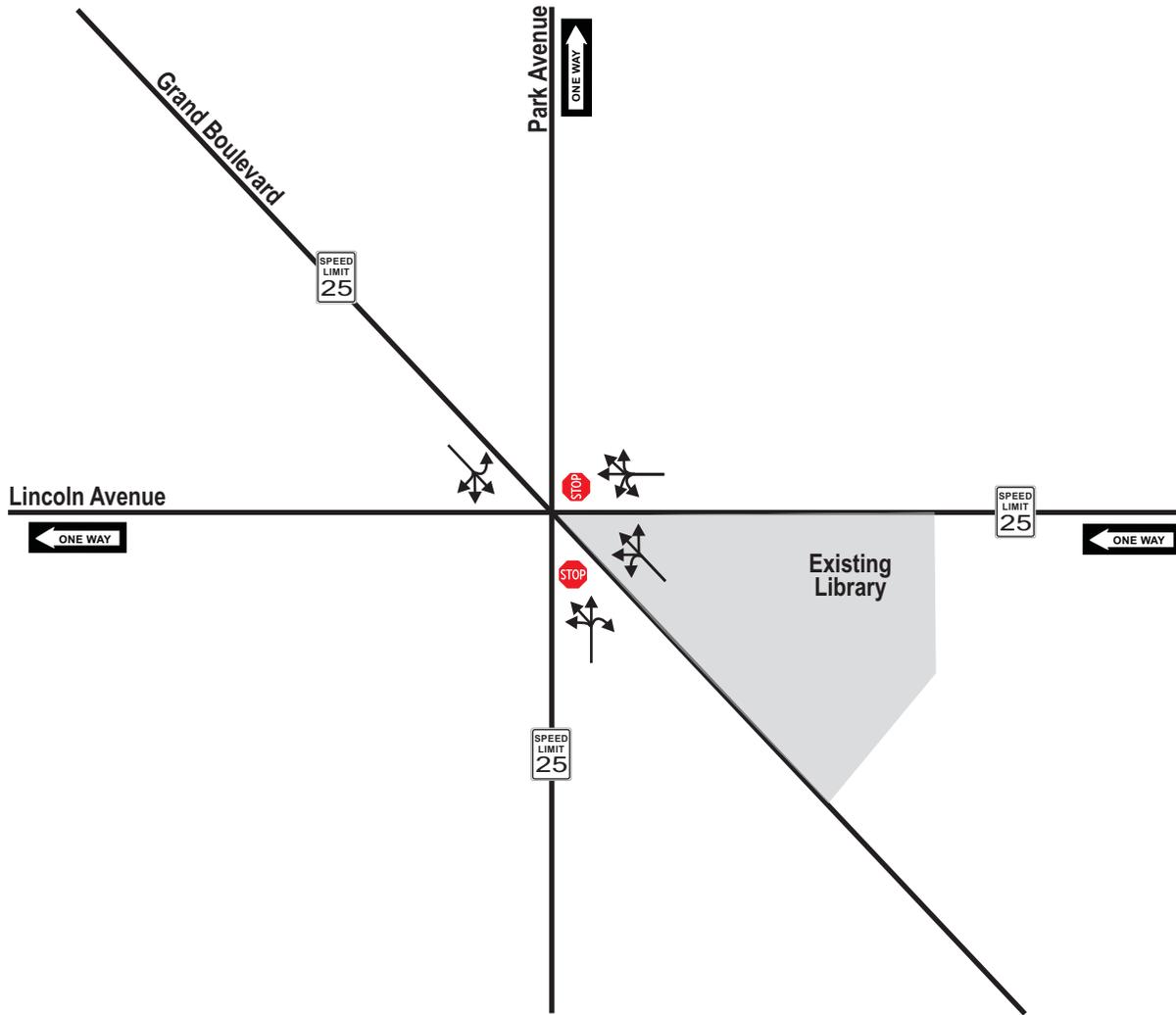
PART D – SOURCES OF DATA

The following sources of data were obtained for use in conducting this traffic study.

- Existing AADT volumes – IDOT
- Turning movement traffic counts – TADI
- Existing transportation detail – TADI
- Development information – Product Architecture & Design

LEGEND

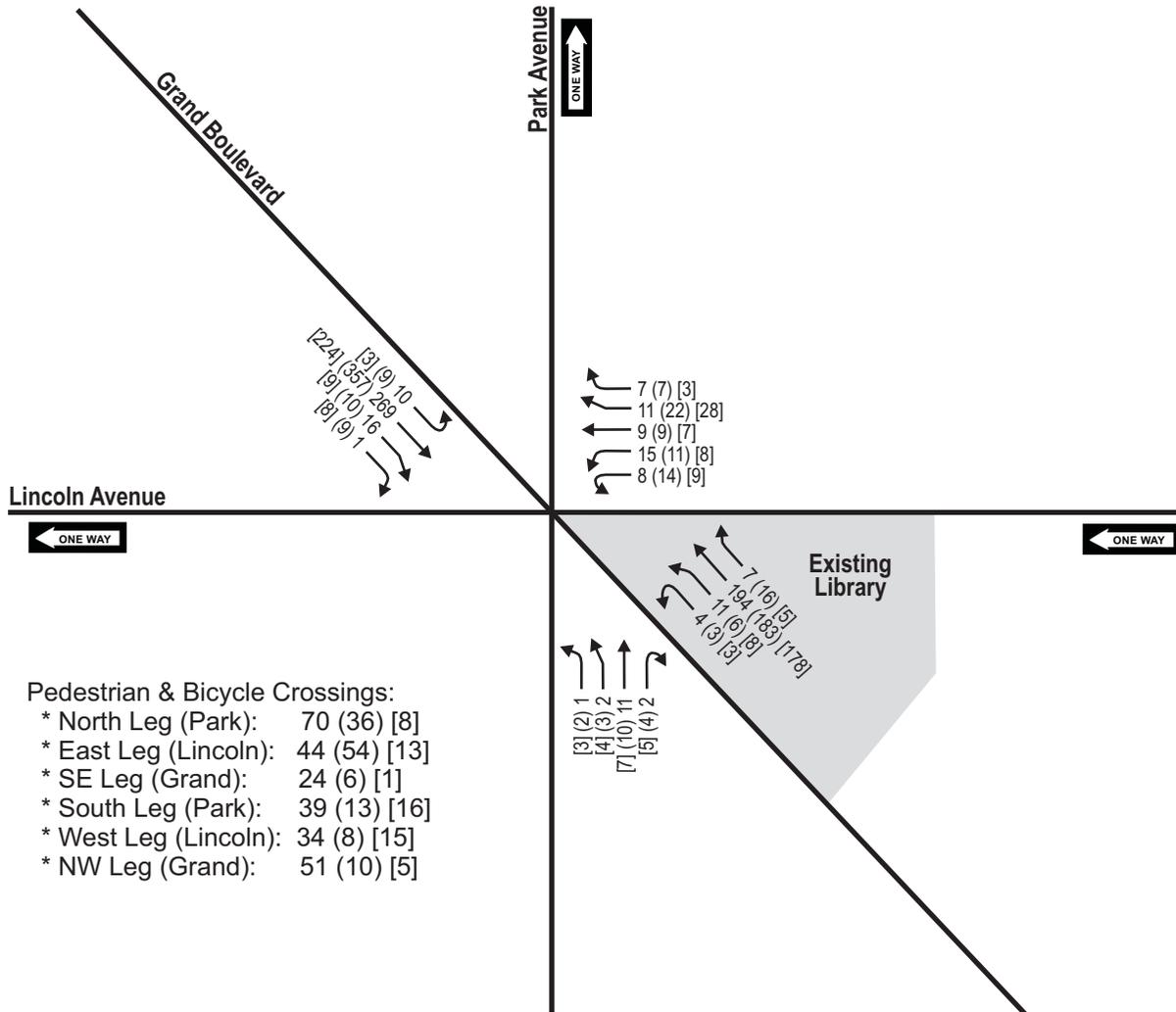
-  Stop Sign
-  Existing Lane Configuration



NOT TO SCALE

LEGEND

- XX Weekday Midday Peak Hour (3:00-4:00PM)
- (XX) Weekday PM Peak Hour (4:30-5:30 PM)
- [XX] Saturday Midday Peak Hour (12:00 AM -1:00 PM)
- Negligible Traffic Volumes



Pedestrian & Bicycle Crossings:

- * North Leg (Park): 70 (36) [8]
- * East Leg (Lincoln): 44 (54) [13]
- * SE Leg (Grand): 24 (6) [1]
- * South Leg (Park): 39 (13) [16]
- * West Leg (Lincoln): 34 (8) [15]
- * NW Leg (Grand): 51 (10) [5]



NOT TO SCALE



Individuals approaching intersection on Park Avenue with barricades at 12:37:59 PM



Individuals on Park Avenue with barricades at 12:38:10 PM

CU3PL_2019-09-07_1100.002



Existing Traffic Operations & Queues (Existing Library Location)

Intersection	Peak Hour		Level of Service per Movement by Approach											
			Westbound			Northbound			SE Bound			NW Bound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Grand Blvd (SE & NW), Lincoln Avenue (WB), Park Avenue (NB) Stop Sign	MID	LOS	C			C			A			A		
		Queue	20			20			20			20		
	PM	LOS	B			C			A			A		
		Queue	20			20			20			20		
	SAT	LOS	B			B			A			A		
		Queue	20			20			20			20		

(--) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.



CHAPTER IV – ANALYSIS OF DEVELOPMENT TRAFFIC

PART A – SITE TRAFFIC FORECASTING

To address any potential future traffic impacts at the study area intersections, it is necessary to identify the hourly volume of traffic generated by anticipated development. The traffic volumes expected to be generated by the development are based on the size and type of the proposed use and on trip rates as published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, Tenth Edition*.

A1. Trip Generation

Recall that the new public library will be constructed in the northeast corner of Lincoln Avenue & Park Avenue and is proposed to have a density of 21,380 square feet (sf), which is approximately 7,680 sf greater than the existing 13,700 sf library. The trip generation table for the increased Brookfield Public Library density is shown in [Exhibit 4-1](#).

According to ITE data, the library expansion is expected to generate approximately 66 additional new trips (34 in/32 out) during the weekday midday school dismissal peak hour, 63 additional new trips (30 in/33 out) during the weekday evening peak hour, and 97 additional new trips (51 in/46 out) during the Saturday midday peak hour. The development is expected to generate 554 additional new trips (277 in/277 out) on a typical weekday.

A2. Mode Split

Though readily accessible via transit, walking, and bicycling, the analysis assumes a worse case scenario with all additional development traffic occurring via motorized vehicle. This assumption assumes more traffic will occur through the study area intersections to test the robustness of its capacity.

A3. Determination of Linked and Pass-By Trip Traffic

Linked trips occur when a motorist visits one or more tenant or uses within a development site. Because the development has one user, no linked trips are expected to occur.

Pass-by trips occur when motorists already on the roadway system stop at a development prior to continuing on their intended route (e.g. a motorist northwestbound on Grand Boulevard stops at the drop off prior to continuing northwestbound). Though pass-by trips to the book drop may occur, the analysis presents a worse case scenario by assuming pass-by trips do not occur. This assumption assumes more traffic will occur through the study area intersections to further test the robustness of its capacity.

A4. Trip Distribution

[Exhibit 4-1](#) shows the trip distribution and volume of traffic by direction. “In” means inbound to the study area. “Out” means outbound from the study area. The following distribution was assumed.

- North on Grand Boulevard – 45% In/40% Out
- South on Grand Boulevard – 40% In/45% Out
- East on Lincoln Avenue – 10% In (Westbound Only Street)
- West on Lincoln Avenue – 5% Out (Westbound Only Street)
- South on Park Avenue – 5% In/5% Out
- North on Park Avenue – 5% Out (Northbound Only Street)

A5. Trip Assignment

New trips for the Brookfield Public Library were assigned to the study area intersections based on the identified trip distribution. The Brookfield Public Library new trips are shown in [Exhibit 4-2](#).

PART B – BUILD TRAFFIC VOLUMES

The build traffic volumes were determined by adding the existing traffic volumes ([Exhibit 3-2](#)) to the Brookfield Public Library new trips ([Exhibit 4-2](#)). The build traffic volumes are shown in [Exhibit 4-3](#).

PART C – DEVELOPMENT TRAFFIC CAPACITY LEVEL OF SERVICE

[Exhibit 4-4](#) shows the build traffic peak hour operating conditions and expected maximum queues at the study area intersections. The build traffic analysis was performed using the existing transportation detail ([Exhibit 3-1](#)) and the build traffic volumes ([Exhibit 4-3](#)).

As shown in [Exhibit 4-4](#), all movements are expected to continue to operate at LOS C or better conditions.

Brookfield Public Library Trip Generation Table

Land Use	ITE Code	Proposed Size	Weekday Daily	MID Peak*			PM Peak			SAT Peak		
				In	Out	Total	In	Out	Total	In	Out	Total
Library	590	7.68 x 1,000 SF	554 (72.05)	34 (52%)	32 (48%)	66 (8.53)	30 (48%)	33 (52%)	63 (8.16)	51 (53%)	46 (47%)	97 (12.60)
Total New Trips			554	34	32	66	30	33	63	51	46	97

*"MID Peak" used to describe peak hour encompassing school dismissal. MID Peak trip rate & in/out split based on Generator PM Peak.

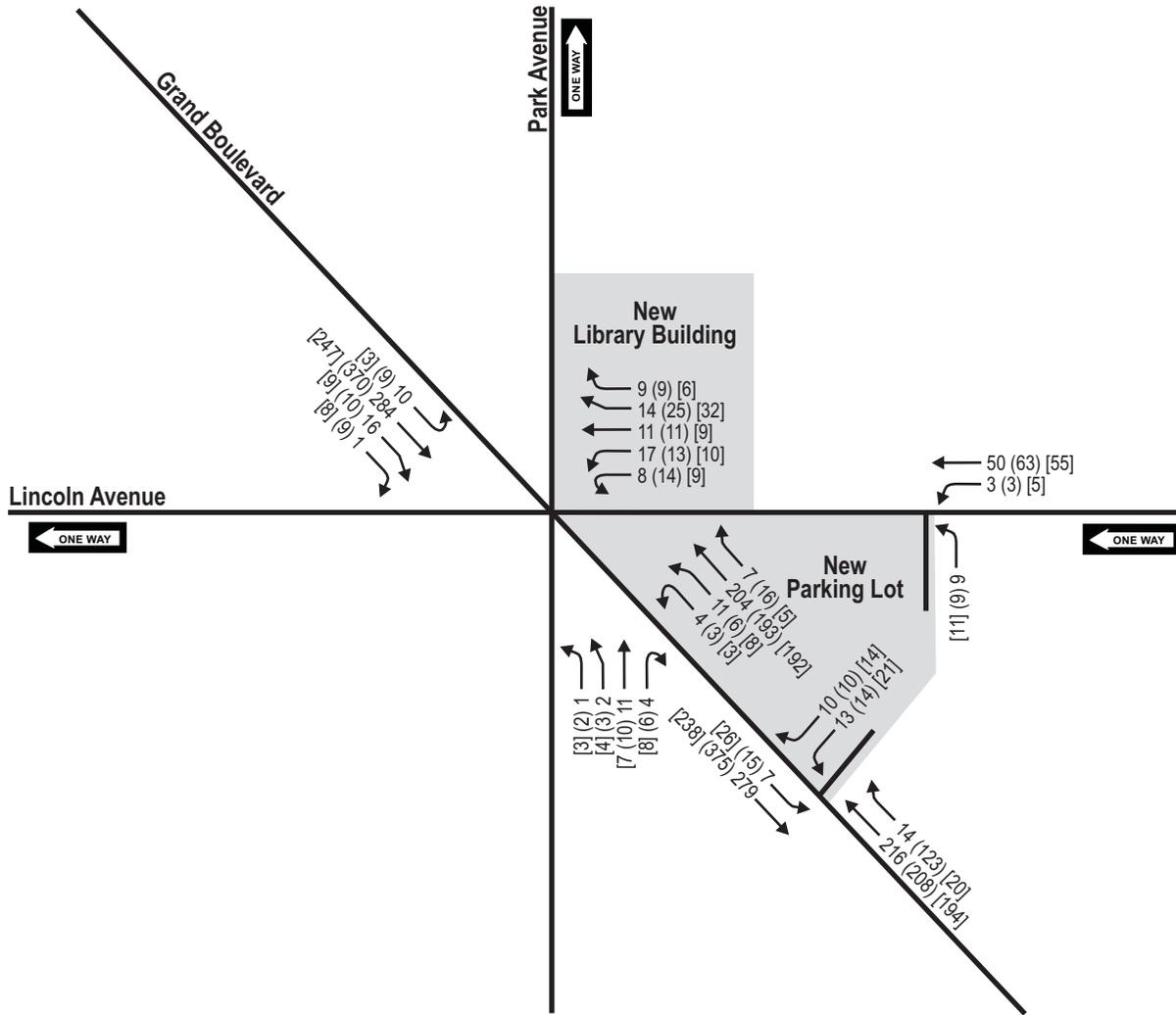
Trip Distribution:

	In	Out		In	Out		In	Out		In	Out
Northwest on Grand	45%	40%	236	15	13		13	13		23	18
Southeast on Grand	40%	45%	234	14	13		12	14		20	21
East on Lincoln (WB Only)	10%	0%	28	3			3			5	
West on Lincoln (WB Only)	0%	5%	14		2			2			2
South on Park	5%	5%	28	2	2		2	2		3	2
North on Park (NB Only)	0%	5%	14		2			2			3
	100%	100%	554	34	32		30	33		51	46



LEGEND

- XX Weekday Midday Peak Hour (3:00-4:00PM)
- (XX) Weekday PM Peak Hour (4:30-5:30 PM)
- [XX] Saturday Midday Peak Hour (12:00 AM -1:00 PM)
- Negligible Traffic Volumes



NOT TO SCALE

Build Traffic Operations & Queues (Relocated Library)

Intersection	Peak Hour		Level of Service per Movement by Approach											
			Westbound			Northbound			SE Bound			NW Bound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Grand Blvd (SE & NW), Lincoln Avenue (WB), Park Avenue (NB) <i>Stop Sign</i>	MID	LOS	C			C			A			A		
		Queue	20			20			20			20		
	PM	LOS	B			C			A			A		
		Queue	20			20			20			20		
	SAT	LOS	B			B			A			A		
		Queue	20			20			20			20		
Lincoln Avenue (WB) & Library Parking Lot Driveway (NB) <i>Stop Sign</i>	MID	LOS	A			A			--			--		
		Queue	20			20			--			--		
	PM	LOS	A			A			--			--		
		Queue	20			20			--			--		
	SAT	LOS	A			A			--			--		
		Queue	20			20			--			--		
Grand Boulevard (SE & NW) & Library Parking Lot Driveway (WB) <i>Stop Sign</i>	MID	LOS	B			--			A			A		
		Queue	20			--			20			20		
	PM	LOS	B			--			A			A		
		Queue	20			--			20			20		
	SAT	LOS	B			--			A			A		
		Queue	20			--			20			20		

(--) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.



CHAPTER V – RECOMMENDATIONS AND CONCLUSION

PART A – RECOMMENDED MODIFICATIONS

Modifications to address traffic impacts are shown in [Exhibit 1-3](#). *Recommended modifications are advisory for jurisdictional consideration and are not legally binding. The Village of Brookfield reserves the right to determine alternative solutions.*

Grand Boulevard/Lincoln Avenue/Park Avenue

- Consider adding a second crossing guard to the intersection to aid the existing crossing guard during school arrival and dismissal periods.

Grand Boulevard & Proposed Driveway

- Provide shared lanes on all approaches of the intersection (no dedicated turn lanes are necessary).
- Install a stop sign to control the driveway approach to Grand Boulevard.

Lincoln Avenue & Proposed Driveway

- Provided shared lanes on all approaches of the intersection (no dedicated turn lanes are necessary).
- Install a stop sign to control the driveway approach to Lincoln Avenue.
- Consider installing a “LEFT-TURN ONLY” or “ONE WAY” sign at the intersection to inform motorists exiting the driveway of the one-way nature of Lincoln Avenue.

PART B – CONCLUSION

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual, 6th Edition* (HCM). Intersection operation is defined by “Level of Service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purpose of this study, and as is standard for use in the urban communities, LOS D or better was used to define desirable peak hour operating conditions.

LOS	Description	Average Delay
A	Intersection approaches appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	<10 sec/veh
B	Stable operation.	10 – 15 sec/veh
C	Stable operation, but periodic backups of a few vehicles may develop behind turning vehicles. Most drivers begin to feel restricted, but not objectionably so.	15 – 25 sec/veh
D	Increasing traffic restrictions as the intersection approaches instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but periodic clearance of long lines occurs.	25 – 35 sec/veh
E	Capacity of the intersection.	35 – 50 sec/veh
F	Jammed conditions where the intersection is over capacity and acceptable gaps for unsignalized intersections in the mainline traffic flow are minimal.	≥ 50 sec/veh

The study are intersections currently operate acceptably, and are expected to continue to operate acceptably, at LOS C or better conditions with the Brookfield Public Library and with the identified recommended modifications.

APPENDIX A

SEPTEMBER OF 2019 TURNING MOVEMENT TRAFFIC COUNTS

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

All Vehicles

Weekday MID							One-way NB Only													One-way WB Only	Total				
Thursday 9/5/19							Park SB													Linc EB	Vehicle				
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound						Grand Boulevard Northwestbound						Park Avenue Northbound						
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Ped/Bike	Ped/Bike	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Ped/Bike	LT (Park)	LT (Linc)	Thru	RT (Park)	Ped/Bike	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Ped/Bike	Ped/Bike	Volumes	
2:30 PM	5	35	1	1	1	1	1	4	2	4	2	1	0	2	37	4	2	0	3	1	2	1	1	104	
2:45 PM	0	67	1	2	2	4	0	1	4	3	3	3	5	1	45	2	0	0	2	0	3	0	0	139	
3:00 PM	4	61	1	0	25	24	2	7	2	4	3	8	0	2	47	3	3	1	0	3	1	19	17	141	
3:15 PM	4	62	3	0	9	13	2	2	4	3	0	11	2	3	57	1	12	0	0	1	1	9	8	145	
3:30 PM	0	71	6	0	11	20	2	4	1	3	2	13	1	3	51	2	3	0	1	1	0	5	6	148	
3:45 PM	2	75	6	1	6	13	2	2	2	1	2	12	1	3	39	1	6	0	1	6	0	6	3	144	
4:00 PM	7	92	4	2	1	2	3	1	2	3	4	12	1	4	31	3	12	0	1	0	0	11	10	158	
4:15 PM	3	71	0	0	3	4	0	1	1	3	1	5	0	2	48	2	4	1	3	5	0	4	4	141	
4:30 PM	2	98	0	2	4	10	5	1	2	2	0	11	0	5	48	5	0	2	1	3	1	3	2	177	
4:45 PM	4	96	1	1	3	10	3	5	0	4	0	7	0	0	49	4	1	0	0	1	1	2	1	169	
5:00 PM	1	82	4	1	1	4	3	4	4	10	3	21	1	1	44	6	1	0	0	3	2	4	3	169	
5:15 PM	2	81	5	5	2	12	3	1	3	6	4	15	2	0	42	1	4	0	2	3	0	4	2	160	
5:30 PM	1	91	4	3	1	3	4	1	2	5	2	9	1	3	53	2	4	0	1	1	2	3	2	176	
5:45 PM	0	93	4	2	2	4	3	1	1	2	2	6	3	1	29	4	1	0	1	0	0	3	3	146	
Peak Hour Volume	10	269	16	1	51	70	8	15	9	11	7	44	4	11	194	7	24	1	2	11	2	39	34	578	
Approach Volume	296						50						216						16						
Trucks/Buses	0	8	0	0			1	0	2	1	0		1	0	6	0		0	0	0	0				
% HV By Approach	2.7%						8.0%						3.2%						0.0%						
PHF by Approach	0.88						0.69						0.86						0.57						0.98

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Autos

Weekday MID						One-way NB Only													One-way WB Only	Total				
Thursday 9/5/19						Park SB													Linc EB	Vehicle				
TRAFFIC VOLUMES	Grand Boulevard Southeastbound					Lincoln Avenue Westbound						Grand Boulevard Northwestbound						Park Avenue Northbound						Volumes
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Peds	Peds	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Peds	LT (Park)	LT (Linc)	Thru	RT (Park)	Peds	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Peds	Peds	Volumes
2:30 PM	5	33	1	1	0	0	1	3	2	4	2	0	0	2	36	4	1	0	3	1	2	0	0	100
2:45 PM	0	63	1	1	2	4	0	1	3	2	3	3	5	1	44	2	0	0	1	0	2	0	0	129
3:00 PM	4	58	1	0	22	21	1	7	2	3	3	6	0	2	46	3	1	1	0	3	1	15	16	135
3:15 PM	4	59	3	0	7	6	2	2	4	3	0	4	1	3	54	1	7	0	0	1	1	6	5	138
3:30 PM	0	69	6	0	8	19	2	4	0	3	2	11	1	3	50	2	3	0	1	1	0	3	2	144
3:45 PM	2	75	6	1	6	10	2	2	1	1	2	11	1	3	38	1	5	0	1	6	0	6	3	142
4:00 PM	7	92	4	2	1	2	3	1	2	3	4	10	1	3	29	2	12	0	1	0	0	10	9	154
4:15 PM	3	71	0	0	3	4	0	1	1	3	1	5	0	2	47	2	4	1	3	5	0	3	3	140
4:30 PM	2	97	0	2	4	6	5	1	2	2	0	9	0	5	48	5	0	1	1	3	1	3	2	175
4:45 PM	4	93	1	1	1	6	3	5	0	4	0	4	0	0	45	4	1	0	0	1	1	1	0	162
5:00 PM	1	80	4	1	1	4	3	4	4	9	3	20	1	1	43	6	1	0	0	3	2	3	2	165
5:15 PM	2	80	5	5	1	11	3	1	3	6	4	14	2	0	42	1	3	0	2	3	0	4	2	159
5:30 PM	1	90	4	3	1	2	4	1	2	5	2	5	1	3	52	2	3	0	1	1	2	3	2	174
5:45 PM	0	89	4	2	0	1	3	1	1	2	2	5	3	1	29	4	0	0	1	0	0	1	1	142
Peak Hour Volume	10	261	16	1	43	56	7	15	7	10	7	32	3	11	188	7	16	1	2	11	2	30	26	559

Note: During the 12:00 Noon hour, one vehicle made a Left Turn onto Lincoln going the wrong way on a one way street

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Trucks

Weekday MID						One-way NB Only											One-way WB Only	Total						
Thursday 9/5/19						Park SB											Linc EB	Vehicle						
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound					Grand Boulevard Northwestbound					Park Avenue Northbound							
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Bikes	Bikes	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Bikes	LT (Park)	LT (Linc)	Thru	RT (Park)	Bikes	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Bikes	Ped/Bike	Volumes
2:30 PM		2			1	1		1				1			1		1			1		1	1	4
2:45 PM		1																	1			1	1	3
3:00 PM		2			3	3									1		2			1		4	1	3
3:15 PM		2			2	7						7	1		2		5					3	3	5
3:30 PM					3	1									1		0					2	4	1
3:45 PM						3			1			1					1							1
4:00 PM												2				1						1	1	1
4:15 PM																						1	1	0
4:30 PM		1				4						2						1						2
4:45 PM		2			2	4						3			4							1	1	6
5:00 PM		2								1		1										1	1	3
5:15 PM		1			1	1						1					1							1
5:30 PM		1				1						4			1		1							2
5:45 PM		3			2	3						1					1					2	2	3
Peak Hour Volume	0	4	0	0	8	14	0	0	1	0	0	10	1	0	4	0	8	0	0	0	0	9	8	10

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

All Vehicles

Weekday MID							One-way													One-way	Total					
Thursday 9/5/19							NB Only													WB Only						
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Park SB	Lincoln Avenue Westbound						Grand Boulevard Northwestbound						Park Avenue Northbound						Linc EB
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Ped/Bike	Ped/Bike	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Ped/Bike	LT (Park)	LT (Linc)	Thru	RT (Park)	Ped/Bike	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Ped/Bike	Ped/Bike	Volumes		
2:30 PM	5	35	1	1	1	1	1	4	2	4	2	1	0	2	37	4	2	0	3	1	2	1	1	104		
2:45 PM	0	67	1	2	2	4	0	1	4	3	3	3	5	1	45	2	0	0	2	0	3	0	0	139		
3:00 PM	4	61	1	0	25	24	2	7	2	4	3	8	0	2	47	3	3	1	0	3	1	19	17	141		
3:15 PM	4	62	3	0	9	13	2	2	4	3	0	11	2	3	57	1	12	0	0	1	1	9	8	145		
3:30 PM	0	71	6	0	11	20	2	4	1	3	2	13	1	3	51	2	3	0	1	1	0	5	6	148		
3:45 PM	2	75	6	1	6	13	2	2	2	1	2	12	1	3	39	1	6	0	1	6	0	6	3	144		
4:00 PM	7	92	4	2	1	2	3	1	2	3	4	12	1	4	31	3	12	0	1	0	0	11	10	158		
4:15 PM	3	71	0	0	3	4	0	1	1	3	1	5	0	2	48	2	4	1	3	5	0	4	4	141		
4:30 PM	2	98	0	2	4	10	5	1	2	2	0	11	0	5	48	5	0	2	1	3	1	3	2	177		
4:45 PM	4	96	1	1	3	10	3	5	0	4	0	7	0	0	49	4	1	0	0	1	1	2	1	169		
5:00 PM	1	82	4	1	1	4	3	4	4	10	3	21	1	1	44	6	1	0	0	3	2	4	3	169		
5:15 PM	2	81	5	5	2	12	3	1	3	6	4	15	2	0	42	1	4	0	2	3	0	4	2	160		
5:30 PM	1	91	4	3	1	3	4	1	2	5	2	9	1	3	53	2	4	0	1	1	2	3	2	176		
5:45 PM	0	93	4	2	2	4	3	1	1	2	2	6	3	1	29	4	1	0	1	0	0	3	3	146		
Peak Hour Volume	9	357	10	9	10	36	14	11	9	22	7	54	3	6	183	16	6	2	3	10	4	13	8	675		
Approach Volume	385						63						208						19						675	
Trucks/Buses	0	7	0	0			0	0	0	1	0		0	0	5	0		1	0	0	0					
% HV By Approach	1.8%						1.6%						2.4%						5.3%							
PHF by Approach	0.94						0.66						0.90						0.68						0.95	

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Autos

Weekday MID							One-way NB Only													One-way WB Only	Total				
Thursday 9/5/19							Park SB													Linc EB	Vehicle				
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound						Grand Boulevard Northwestbound						Park Avenue Northbound						
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Peds	Peds	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Peds	LT (Park)	LT (Linc)	Thru	RT (Park)	Peds	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Peds	Peds	Volumes	
2:30 PM	5	33	1	1	0	0	1	3	2	4	2	0	0	2	36	4	1	0	3	1	2	0	0	100	
2:45 PM	0	63	1	1	2	4	0	1	3	2	3	3	5	1	44	2	0	0	1	0	2	0	0	129	
3:00 PM	4	58	1	0	22	21	1	7	2	3	3	6	0	2	46	3	1	1	0	3	1	15	16	135	
3:15 PM	4	59	3	0	7	6	2	2	4	3	0	4	1	3	54	1	7	0	0	1	1	6	5	138	
3:30 PM	0	69	6	0	8	19	2	4	0	3	2	11	1	3	50	2	3	0	1	1	0	3	2	144	
3:45 PM	2	75	6	1	6	10	2	2	1	1	2	11	1	3	38	1	5	0	1	6	0	6	3	142	
4:00 PM	7	92	4	2	1	2	3	1	2	3	4	10	1	3	29	2	12	0	1	0	0	10	9	154	
4:15 PM	3	71	0	0	3	4	0	1	1	3	1	5	0	2	47	2	4	1	3	5	0	3	3	140	
4:30 PM	2	97	0	2	4	6	5	1	2	2	0	9	0	5	48	5	0	1	1	3	1	3	2	175	
4:45 PM	4	93	1	1	1	6	3	5	0	4	0	4	0	0	45	4	1	0	0	1	1	1	0	162	
5:00 PM	1	80	4	1	1	4	3	4	4	9	3	20	1	1	43	6	1	0	0	3	2	3	2	165	
5:15 PM	2	80	5	5	1	11	3	1	3	6	4	14	2	0	42	1	3	0	2	3	0	4	2	159	
5:30 PM	1	90	4	3	1	2	4	1	2	5	2	5	1	3	52	2	3	0	1	1	2	3	2	174	
5:45 PM	0	89	4	2	0	1	3	1	1	2	2	5	3	1	29	4	0	0	1	0	0	1	1	142	
Peak Hour Volume	9	350	10	9	7	27	14	11	9	21	7	47	3	6	178	16	5	1	3	10	4	11	6	661	

Note: During the 12:00 Noon hour, one vehicle made a Left Turn onto Lincoln going the wrong way on a one way street

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Trucks

Weekday MID						One-way NB Only											One-way WB Only	Total							
Thursday 9/5/19						Park SB											Linc EB	Vehicle							
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound					Grand Boulevard Northwestbound					Park Avenue Northbound								
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Bikes	Bikes	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Bikes	LT (Park)	LT (Linc)	Thru	RT (Park)	Bikes	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Bikes	Ped/Bike	Volumes	
2:30 PM		2			1	1		1				1			1		1			1		1	1	4	
2:45 PM		1																	1			1	1	3	
3:00 PM		2			3	3									1		2					1	4	1	3
3:15 PM		2			2	7						7	1		2		5					3	3	5	
3:30 PM					3	1									1		0					2	4	1	
3:45 PM						3			1			1					1							1	
4:00 PM												2				1						1	1	1	
4:15 PM																						1	1	0	
4:30 PM		1				4						2						1				1	1	2	
4:45 PM		2			2	4						3			4							1	1	6	
5:00 PM		2								1		1										1	1	3	
5:15 PM		1			1	1						1					1					1	1	1	
5:30 PM		1				1						4			1		1							2	
5:45 PM		3			2	3						1					1					2	2	3	
Peak Hour Volume	0	6	0	0	3	9	0	0	0	1	0	7	0	0	4	0	1	1	0	0	0	0	2	2	12

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

All Vehicles

Saturday Midday						One-way NB Only											One-way WB Only	Total						
Saturday 9/7/19						Park SB											Linc EB	Vehicle						
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound					Grand Boulevard Northwestbound					Park Avenue Northbound						Volumes	
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Ped/Bike	Ped/Bike	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Ped/Bike	LT (Park)	LT (Linc)	Thru	RT (Park)	Ped/Bike	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Ped/Bike	Ped/Bike	Volumes
11:00 AM	1	33	3	5	0	2	2	2	3	0	1	1	1	1	41	4	0	0	3	3	0	0	2	103
11:15 AM	1	41	1	3	9	13	1	1	0	3	4	13	2	2	40	4	3	2	3	2	0	3	3	110
11:30 AM	0	48	4	2	11	2	4	0	3	2	1	3	0	3	44	3	5	0	1	1	1	1	2	117
11:45 AM	4	37	0	0	2	4	1	2	2	2	3	6	0	4	34	4	6	1	1	2	2	1	2	99
12:00 PM	1	58	3	3	2	3	4	2	0	6	0	6	1	6	31	0	0	2	0	1	0	1	3	118
12:15 PM	1	65	3	2	1	0	1	1	3	7	2	0	1	0	54	3	1	0	2	3	0	2	1	148
12:30 PM	1	52	1	3	1	3	0	3	2	5	1	3	1	2	43	2	0	1	1	3	2	0	0	123
12:45 PM	0	49	2	0	1	2	4	2	2	10	0	4	0	0	50	0	0	0	1	0	3	13	11	123
<i>Peak Hour Volume</i>	3	224	9	8	5	8	9	8	7	28	3	13	3	8	178	5	1	3	4	7	5	16	15	512
<i>Approach Volume</i>	244						55					194					19							
<i>Trucks/Buses</i>	0	5	0	0			1	0	0	2	0		0	1	3	0		0	1	0	0			
<i>% HV By Approach</i>	2.0%						5.5%					2.1%					5.3%							
<i>PHF by Approach</i>	0.86						0.76					0.84					0.68						0.86	

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Autos

Saturday Midday							One-way NB Only													One-way WB Only	Total				
Saturday 9/7/19							Park SB													Linc EB	Vehicle				
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound						Grand Boulevard Northwestbound						Park Avenue Northbound						
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Peds	Peds	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Peds	LT (Park)	LT (Linc)	Thru	RT (Park)	Peds	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Peds	Peds	Volumes	
11:00 AM	1	33	3	5	0	1	2	2	3	0	1	1	1	1	40	4	0	0	2	3	0	0	0	0	101
11:15 AM	1	41	1	2	9	13	1	1	0	3	4	13	2	1	39	4	3	2	3	2	0	3	3	107	
11:30 AM	0	47	4	2	11	1	4	0	3	2	1	2	0	3	44	3	4	0	1	1	0	0	1	115	
11:45 AM	3	36	0	0	2	4	1	2	2	2	2	6	0	4	33	4	4	1	1	2	2	1	2	95	
12:00 PM	1	57	3	3	2	3	3	2	0	6	0	5	1	5	30	0	0	2	0	1	0	1	3	114	
12:15 PM	1	63	3	2	1		1	1	3	5	2	0	1	0	54	3	1	0	1	3	0	2	1	143	
12:30 PM	1	51	1	3	1	3	0	3	2	5	1	3	1	2	42	2	0	1	1	3	2	0	0	121	
12:45 PM	0	48	2	0	1	1	4	2	2	10	0	2	0	0	49	0	0	0	1	0	3	9	7	121	
Peak Hour Volume	3	219	9	8	5	7	8	8	7	26	3	10	3	7	175	5	1	3	3	7	5	12	11	499	

Note: During the 12:00 Noon hour, one vehicle made a Left Turn onto Lincoln going the wrong way on a one way street

PEAK HOUR TURNING MOVEMENT COUNT SUMMARY

Grand Boulevard/Lincoln Avenue/Park Avenue

Trucks

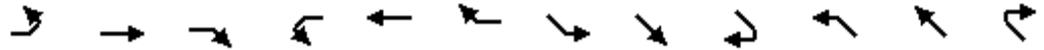
Saturday Midday						One-way NB Only											One-way WB Only	Total							
Saturday 9/7/19						Park SB											Linc EB	Vehicle							
TRAFFIC VOLUMES	Grand Boulevard Southeastbound						Lincoln Avenue Westbound					Grand Boulevard Northwestbound					Park Avenue Northbound						Volumes		
Start Time	LT (Park)	Thru	RT (Park)	RT (Linc)	Bikes	Bikes	LT (Grand)	LT (Park)	Thru	RT (Grand)	RT (Park)	Bikes	LT (Park)	LT (Linc)	Thru	RT (Park)	Bikes	LT (Linc)	LT (Grand)	Thru	RT (Grand)	Bikes	Bikes		
11:00 AM				1	0	1								1	1				1					2	2
11:15 AM														1	1									1	3
11:30 AM						1					1	1					1				1			1	1
11:45 AM	1	1									1				1		1							1	4
12:00 PM		1					1							1											3
12:15 PM		2								2									1						5
12:30 PM												2			1										1
12:45 PM		1				1						2			1								4	4	2
Peak Hour Volume	0	4	0	0	0	1	1	0	0	2	0	2	0	1	2	0	0	0	1	0	0	4	4		11

APPENDIX B

EXISTING TRAFFIC PEAK HOUR ANALYSIS OUTPUTS

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	14	0	2	8	24	18	10	269	17	15	194	7
Future Volume (vph)	14	0	2	8	24	18	10	269	17	15	194	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.983			0.951			0.992			0.996	
Flt Protected		0.958			0.992			0.998			0.997	
Satd. Flow (prot)	0	1772	0	0	1660	0	0	1826	0	0	1832	0
Flt Permitted		0.958			0.992			0.998			0.997	
Satd. Flow (perm)	0	1772	0	0	1660	0	0	1826	0	0	1832	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Adj. Flow (vph)	14	0	2	8	24	18	10	274	17	15	198	7
Lane Group Flow (vph)	0	16	0	0	50	0	0	301	0	0	220	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	14	0	2	8	24	18	10	269	17	15	194	7
Future Vol, veh/h	14	0	2	8	24	18	10	269	17	15	194	7
Conflicting Peds, #/hr	70	0	24	24	0	70	70	0	39	39	0	70
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	1	1	1	8	8	8	3	3	3	3	3	3
Mvmt Flow	14	0	2	8	24	18	10	274	17	15	198	7

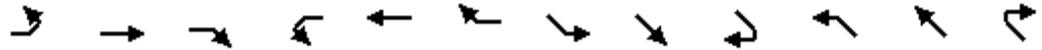
Major/Minor	Minor1		Minor2		Major1			Major2				
Conflicting Flow All	665	647	346	630	652	342	275	0	0	330	0	0
Stage 1	342	342	-	302	302	-	-	-	-	-	-	-
Stage 2	323	305	-	328	350	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.18	6.58	6.28	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.18	5.58	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.18	5.58	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.572	4.072	3.372	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	375	391	699	386	380	687	1282	-	-	1224	-	-
Stage 1	675	640	-	695	654	-	-	-	-	-	-	-
Stage 2	691	664	-	672	622	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	303	343	658	345	333	598	1197	-	-	1179	-	-
Mov Cap-2 Maneuver	303	343	-	345	333	-	-	-	-	-	-	-
Stage 1	643	610	-	642	602	-	-	-	-	-	-	-
Stage 2	591	611	-	648	593	-	-	-	-	-	-	-

Approach	EB		WB		SE		NW	
HCM Control Delay, s	16.7		15.3		0.3		0.6	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1179	-	-	325	399	1197	-	-
HCM Lane V/C Ratio	0.013	-	-	0.05	0.128	0.009	-	-
HCM Control Delay (s)	8.1	0	-	16.7	15.3	8	0	-
HCM Lane LOS	A	A	-	C	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.4	0	-	-

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (EB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (vph)	15	0	4	14	20	29	9	357	19	9	183	16
Future Volume (vph)	15	0	4	14	20	29	9	357	19	9	183	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.973			0.938			0.993			0.990	
Flt Protected		0.962			0.989			0.999			0.998	
Satd. Flow (prot)	0	1694	0	0	1728	0	0	1848	0	0	1840	0
Flt Permitted		0.962			0.989			0.999			0.998	
Satd. Flow (perm)	0	1694	0	0	1728	0	0	1848	0	0	1840	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Confl. Peds. (#/hr)	36		6	6		36	36		13	13		36
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Adj. Flow (vph)	16	0	4	15	21	31	9	376	20	9	193	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	20	0	0	67	0	0	405	0	0	219	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (EB)

09/13/2019

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	15	0	4	14	20	29	9	357	19	9	183	16
Future Vol, veh/h	15	0	4	14	20	29	9	357	19	9	183	16
Conflicting Peds, #/hr	36	0	6	6	0	36	36	0	13	13	0	36
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	5	5	5	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	0	4	15	21	31	9	376	20	9	193	17

Major/Minor	Minor1		Minor2		Major1		Major2					
Conflicting Flow All	699	681	405	668	683	274	246	0	0	409	0	0
Stage 1	417	417	-	256	256	-	-	-	-	-	-	-
Stage 2	282	264	-	412	427	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.55	6.25	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.15	5.55	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.55	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.045	3.345	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	350	369	639	372	372	765	1320	-	-	1150	-	-
Stage 1	607	586	-	749	696	-	-	-	-	-	-	-
Stage 2	718	685	-	617	585	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	301	346	627	350	349	713	1275	-	-	1136	-	-
Mov Cap-2 Maneuver	301	346	-	350	349	-	-	-	-	-	-	-
Stage 1	594	574	-	717	666	-	-	-	-	-	-	-
Stage 2	637	656	-	604	573	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s	16.3	14.2	0.2	0.4
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1WBLn1	SEL	SET	SER
Capacity (veh/h)	1136	-	-	338	457	1275	-
HCM Lane V/C Ratio	0.008	-	-	0.059	0.145	0.007	-
HCM Control Delay (s)	8.2	0	-	16.3	14.2	7.8	0
HCM Lane LOS	A	A	-	C	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	0.5	0	-

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	14	0	5	9	15	31	3	224	17	11	178	5
Future Volume (vph)	14	0	5	9	15	31	3	224	17	11	178	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.963			0.923			0.990			0.996	
Flt Protected		0.965			0.992			0.999			0.997	
Satd. Flow (prot)	0	1682	0	0	1657	0	0	1842	0	0	1850	0
Flt Permitted		0.965			0.992			0.999			0.997	
Satd. Flow (perm)	0	1682	0	0	1657	0	0	1842	0	0	1850	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Confl. Peds. (#/hr)	15		1	16		8	8		16	16		8
Confl. Bikes (#/hr)												
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	5%	5%	5%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Adj. Flow (vph)	16	0	6	10	17	36	3	260	20	13	207	6
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	0	0	63	0	0	283	0	0	226	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	14	0	5	9	15	31	3	224	17	11	178	5
Future Vol, veh/h	14	0	5	9	15	31	3	224	17	11	178	5
Conflicting Peds, #/hr	15	0	1	16	0	8	8	0	16	16	0	8
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	86	86	86	86	86	86	86	86	86	86	86	86
Heavy Vehicles, %	5	5	5	5	5	5	2	2	2	2	2	2
Mvmt Flow	16	0	6	10	17	36	3	260	20	13	207	6

Major/Minor	Minor1		Minor2		Major1			Major2				
Conflicting Flow All	570	539	302	539	546	233	221	0	0	296	0	0
Stage 1	292	292	-	244	244	-	-	-	-	-	-	-
Stage 2	278	247	-	295	302	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.55	6.25	7.15	6.55	6.25	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.045	3.345	3.545	4.045	3.345	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	428	445	731	449	441	799	1348	-	-	1265	-	-
Stage 1	710	666	-	753	699	-	-	-	-	-	-	-
Stage 2	722	696	-	707	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	380	428	709	430	424	782	1338	-	-	1246	-	-
Mov Cap-2 Maneuver	380	428	-	430	424	-	-	-	-	-	-	-
Stage 1	697	654	-	745	685	-	-	-	-	-	-	-
Stage 2	654	682	-	688	647	-	-	-	-	-	-	-

Approach	EB		WB		SE		NW	
HCM Control Delay, s	13.8		12.1		0.1		0.4	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1246	-	-	433	573	1338	-	-
HCM Lane V/C Ratio	0.01	-	-	0.051	0.112	0.003	-	-
HCM Control Delay (s)	7.9	0	-	13.8	12.1	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.4	0	-	-

APPENDIX C

BUILD TRAFFIC PEAK HOUR ANALYSIS OUTPUTS

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	14	0	4	8	28	23	10	284	17	15	204	7
Future Volume (vph)	14	0	4	8	28	23	10	284	17	15	204	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.970			0.948			0.993			0.996	
Flt Protected		0.963			0.993			0.998			0.997	
Satd. Flow (prot)	0	1757	0	0	1656	0	0	1828	0	0	1832	0
Flt Permitted		0.963			0.993			0.998			0.997	
Satd. Flow (perm)	0	1757	0	0	1656	0	0	1828	0	0	1832	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Confl. Peds. (#/hr)	70		24	24		70	70		39	39		70
Confl. Bikes (#/hr)												
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	1%	1%	8%	8%	8%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Adj. Flow (vph)	14	0	4	8	29	23	10	290	17	15	208	7
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	18	0	0	60	0	0	317	0	0	230	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019

Intersection												
Int Delay, s/veh	2.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	14	0	4	8	28	23	10	284	17	15	204	7
Future Vol, veh/h	14	0	4	8	28	23	10	284	17	15	204	7
Conflicting Peds, #/hr	70	0	24	24	0	70	70	0	39	39	0	70
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	1	1	1	8	8	8	3	3	3	3	3	3
Mvmt Flow	14	0	4	8	29	23	10	290	17	15	208	7

Major/Minor	Minor1		Minor2		Major1			Major2				
Conflicting Flow All	696	673	362	657	678	352	285	0	0	346	0	0
Stage 1	358	358	-	312	312	-	-	-	-	-	-	-
Stage 2	338	315	-	345	366	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.18	6.58	6.28	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.18	5.58	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.18	5.58	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.572	4.072	3.372	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	357	378	685	370	367	678	1271	-	-	1207	-	-
Stage 1	662	630	-	686	647	-	-	-	-	-	-	-
Stage 2	679	657	-	658	612	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	282	331	644	329	321	591	1186	-	-	1162	-	-
Mov Cap-2 Maneuver	282	331	-	329	321	-	-	-	-	-	-	-
Stage 1	631	600	-	634	595	-	-	-	-	-	-	-
Stage 2	571	604	-	632	583	-	-	-	-	-	-	-

Approach	EB		WB		SE		NW	
HCM Control Delay, s	16.9		15.8		0.3		0.5	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1162	-	-	322	392	1186	-	-
HCM Lane V/C Ratio	0.013	-	-	0.057	0.154	0.009	-	-
HCM Control Delay (s)	8.1	0	-	16.9	15.8	8.1	0	-
HCM Lane LOS	A	A	-	C	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.5	0	-	-

Lanes, Volumes, Timings
110: Grand Boulevard & Grand Drwy

09/13/2019



Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	17	279	216	14	13	10
Future Volume (vph)	17	279	216	14	13	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Frt			0.992		0.941	
Flt Protected		0.997			0.973	
Satd. Flow (prot)	0	1839	1830	0	1706	0
Flt Permitted		0.997			0.973	
Satd. Flow (perm)	0	1839	1830	0	1706	0
Link Speed (mph)		25	25		25	
Link Distance (ft)		255	680		73	
Travel Time (s)		7.0	18.5		2.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Adj. Flow (vph)	17	285	220	14	13	10
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	302	234	0	23	0
Sign Control		Free	Free		Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
110: Grand Boulevard & Grand Drwy

09/13/2019

Intersection						
Int Delay, s/veh	0.7					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations		↕	↔		↕	
Traffic Vol, veh/h	17	279	216	14	13	10
Future Vol, veh/h	17	279	216	14	13	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	3	3	2	2
Mvmt Flow	17	285	220	14	13	10

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	234	0	-	0	546 227
Stage 1	-	-	-	-	227 -
Stage 2	-	-	-	-	319 -
Critical Hdwy	4.13	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.227	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1328	-	-	-	499 812
Stage 1	-	-	-	-	811 -
Stage 2	-	-	-	-	737 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1328	-	-	-	492 812
Mov Cap-2 Maneuver	-	-	-	-	492 -
Stage 1	-	-	-	-	799 -
Stage 2	-	-	-	-	737 -

Approach	SE	NW	SW
HCM Control Delay, s	0.4	0	11.3
HCM LOS			B

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1
Capacity (veh/h)	-	-	1328	- 594
HCM Lane V/C Ratio	-	-	0.013	- 0.04
HCM Control Delay (s)	-	-	7.7	0 11.3
HCM Lane LOS	-	-	A	A B
HCM 95th %tile Q(veh)	-	-	0	- 0.1

Lanes, Volumes, Timings
120: Lincoln Drwy & Lincoln Avenue

09/13/2019



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Volume (vph)	0	0	3	50	9	0
Future Volume (vph)	0	0	3	50	9	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Flt Protected				0.997	0.950	
Satd. Flow (prot)	1863	0	0	1754	1770	0
Flt Permitted				0.997	0.950	
Satd. Flow (perm)	1863	0	0	1754	1770	0
Link Speed (mph)	25			25	25	
Link Distance (ft)	256			406	77	
Travel Time (s)	7.0			11.1	2.1	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	8%	8%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	0	0	3	51	9	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	0	0	54	9	0
Sign Control	Free			Free	Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection						
Int Delay, s/veh	1.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↔	↔	
Traffic Vol, veh/h	0	0	3	50	9	0
Future Vol, veh/h	0	0	3	50	9	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	2	2	8	8	2	2
Mvmt Flow	0	0	3	51	9	0

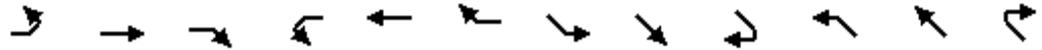
Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	-	1	0	58
Stage 1	-	-	-	-	1
Stage 2	-	-	-	-	57
Critical Hdwy	-	-	4.18	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.272	-	3.518
Pot Cap-1 Maneuver	-	0	1583	-	949
Stage 1	-	0	-	-	1022
Stage 2	-	0	-	-	966
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1583	-	947
Mov Cap-2 Maneuver	-	-	-	-	947
Stage 1	-	-	-	-	1022
Stage 2	-	-	-	-	964

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	8.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	947	-	1583	-
HCM Lane V/C Ratio	0.01	-	0.002	-
HCM Control Delay (s)	8.8	-	7.3	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0	-	0	-

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	15	0	6	14	24	34	9	370	19	9	193	16
Future Volume (vph)	15	0	6	14	24	34	9	370	19	9	193	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.963			0.936			0.994			0.990	
Flt Protected		0.965			0.990			0.999			0.998	
Satd. Flow (prot)	0	1682	0	0	1726	0	0	1850	0	0	1840	0
Flt Permitted		0.965			0.990			0.999			0.998	
Satd. Flow (perm)	0	1682	0	0	1726	0	0	1850	0	0	1840	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Confl. Peds. (#/hr)	36		6	6		36	36		13	13		36
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Adj. Flow (vph)	16	0	6	15	25	36	9	389	20	9	203	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	0	0	76	0	0	418	0	0	229	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	15	0	6	14	24	34	9	370	19	9	193	16
Future Vol, veh/h	15	0	6	14	24	34	9	370	19	9	193	16
Conflicting Peds, #/hr	36	0	6	6	0	36	36	0	13	13	0	36
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	5	5	5	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	0	6	15	25	36	9	389	20	9	203	17

Major/Minor	Minor1		Minor2		Major1			Major2				
Conflicting Flow All	726	704	418	692	706	284	256	0	0	422	0	0
Stage 1	430	430	-	266	266	-	-	-	-	-	-	-
Stage 2	296	274	-	426	440	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.55	6.25	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.15	5.55	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.55	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.045	3.345	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	336	358	629	358	361	755	1309	-	-	1137	-	-
Stage 1	598	578	-	739	689	-	-	-	-	-	-	-
Stage 2	706	678	-	606	578	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	283	335	618	335	338	704	1264	-	-	1123	-	-
Mov Cap-2 Maneuver	283	335	-	335	338	-	-	-	-	-	-	-
Stage 1	585	566	-	707	659	-	-	-	-	-	-	-
Stage 2	617	649	-	591	566	-	-	-	-	-	-	-

Approach	EB		WB		SE		NW	
HCM Control Delay, s	16.5		14.7		0.2		0.3	
HCM LOS	C		B					

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1WBLn1	SEL	SET	SER
Capacity (veh/h)	1123	-	-	335	447	1264	-
HCM Lane V/C Ratio	0.008	-	-	0.066	0.17	0.007	-
HCM Control Delay (s)	8.2	0	-	16.5	14.7	7.9	0
HCM Lane LOS	A	A	-	C	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	0.6	0	-

Lanes, Volumes, Timings
 110: Grand Boulevard & Grand Drwy

09/13/2019



Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	15	375	208	12	14	10
Future Volume (vph)	15	375	208	12	14	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Frt			0.992		0.943	
Flt Protected		0.998			0.972	
Satd. Flow (prot)	0	1859	1848	0	1707	0
Flt Permitted		0.998			0.972	
Satd. Flow (perm)	0	1859	1848	0	1707	0
Link Speed (mph)		25	25		25	
Link Distance (ft)		262	674		86	
Travel Time (s)		7.1	18.4		2.3	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Adj. Flow (vph)	16	395	219	13	15	11
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	411	232	0	26	0
Sign Control		Free	Free		Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 110: Grand Boulevard & Grand Drwy

09/13/2019

Intersection						
Int Delay, s/veh	0.6					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations		↕	↔		↕	
Traffic Vol, veh/h	15	375	208	12	14	10
Future Vol, veh/h	15	375	208	12	14	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	395	219	13	15	11

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	232	0	-	0	653 226
Stage 1	-	-	-	-	226 -
Stage 2	-	-	-	-	427 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1336	-	-	-	432 813
Stage 1	-	-	-	-	812 -
Stage 2	-	-	-	-	658 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1336	-	-	-	426 813
Mov Cap-2 Maneuver	-	-	-	-	426 -
Stage 1	-	-	-	-	800 -
Stage 2	-	-	-	-	658 -

Approach	SE	NW	SW
HCM Control Delay, s	0.3	0	12.1
HCM LOS			B

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1
Capacity (veh/h)	-	-	1336	- 531
HCM Lane V/C Ratio	-	-	0.012	- 0.048
HCM Control Delay (s)	-	-	7.7	0 12.1
HCM Lane LOS	-	-	A	A B
HCM 95th %tile Q(veh)	-	-	0	- 0.1

Lanes, Volumes, Timings
 120: Lincoln Drwy & Lincoln Avenue

09/13/2019



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Volume (vph)	0	0	3	63	9	0
Future Volume (vph)	0	0	3	63	9	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Flt						
Flt Protected				0.998	0.950	
Satd. Flow (prot)	1863	0	0	1859	1770	0
Flt Permitted				0.998	0.950	
Satd. Flow (perm)	1863	0	0	1859	1770	0
Link Speed (mph)	25			25	25	
Link Distance (ft)	256			406	71	
Travel Time (s)	7.0			11.1	1.9	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	0	0	3	66	9	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	0	0	69	9	0
Sign Control	Free			Free	Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection						
Int Delay, s/veh	1.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↔	↔	
Traffic Vol, veh/h	0	0	3	63	9	0
Future Vol, veh/h	0	0	3	63	9	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	3	66	9	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	-	1	0	73
Stage 1	-	-	-	-	1
Stage 2	-	-	-	-	72
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	0	1622	-	931
Stage 1	-	0	-	-	1022
Stage 2	-	0	-	-	951
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1622	-	929
Mov Cap-2 Maneuver	-	-	-	-	929
Stage 1	-	-	-	-	1022
Stage 2	-	-	-	-	949

Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	929	-	1622	-
HCM Lane V/C Ratio	0.01	-	0.002	-
HCM Control Delay (s)	8.9	-	7.2	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0	-	0	-

Lanes, Volumes, Timings
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	17	0	8	9	19	38	3	247	17	11	192	5
Future Volume (vph)	17	0	8	9	19	38	3	247	17	11	192	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.958			0.922			0.991			0.997	
Flt Protected		0.967			0.993						0.997	
Satd. Flow (prot)	0	1676	0	0	1657	0	0	1846	0	0	1852	0
Flt Permitted		0.967			0.993						0.997	
Satd. Flow (perm)	0	1676	0	0	1657	0	0	1846	0	0	1852	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		227			229			346			309	
Travel Time (s)		6.2			6.2			9.4			8.4	
Confl. Peds. (#/hr)	15		1	16		8	8		16	16		8
Confl. Bikes (#/hr)												
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	5%	5%	5%	5%	5%	5%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Adj. Flow (vph)	20	0	9	10	22	44	3	287	20	13	223	6
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	29	0	0	76	0	0	310	0	0	242	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

HCM 6th TWSC
 10: Grand (NW)/Grand (SE) & Park (NB)/Lincoln (WB)

09/13/2019

Intersection												
Int Delay, s/veh	2.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	0	8	9	19	38	3	247	17	11	192	5
Future Vol, veh/h	17	0	8	9	19	38	3	247	17	11	192	5
Conflicting Peds, #/hr	15	0	1	16	0	8	8	0	16	16	0	8
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	86	86	86	86	86	86	86	86	86	86	86	86
Heavy Vehicles, %	5	5	5	5	5	5	2	2	2	2	2	2
Mvmt Flow	20	0	9	10	22	44	3	287	20	13	223	6

Major/Minor	Minor1		Minor2		Major1		Major2					
Conflicting Flow All	619	582	329	584	589	249	237	0	0	323	0	0
Stage 1	319	319	-	260	260	-	-	-	-	-	-	-
Stage 2	300	263	-	324	329	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.55	6.25	7.15	6.55	6.25	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.045	3.345	3.545	4.045	3.345	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	397	421	706	419	417	782	1330	-	-	1237	-	-
Stage 1	686	648	-	738	687	-	-	-	-	-	-	-
Stage 2	703	685	-	682	641	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	344	405	685	399	401	765	1320	-	-	1218	-	-
Mov Cap-2 Maneuver	344	405	-	399	401	-	-	-	-	-	-	-
Stage 1	674	636	-	730	673	-	-	-	-	-	-	-
Stage 2	624	671	-	660	629	-	-	-	-	-	-	-

Approach	EB		WB		SE		NW	
HCM Control Delay, s	14.5		12.6		0.1		0.4	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1218	-	-	409	552	1320	-	-
HCM Lane V/C Ratio	0.011	-	-	0.071	0.139	0.003	-	-
HCM Control Delay (s)	8	0	-	14.5	12.6	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.5	0	-	-

Lanes, Volumes, Timings
 110: Grand Boulevard & Grand Drwy

09/13/2019



Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	26	238	194	20	21	14
Future Volume (vph)	26	238	194	20	21	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Frt			0.988		0.946	
Flt Protected		0.995			0.971	
Satd. Flow (prot)	0	1853	1840	0	1711	0
Flt Permitted		0.995			0.971	
Satd. Flow (perm)	0	1853	1840	0	1711	0
Link Speed (mph)		25	25		25	
Link Distance (ft)		255	680		88	
Travel Time (s)		7.0	18.5		2.4	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Adj. Flow (vph)	30	277	226	23	24	16
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	307	249	0	40	0
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					

Intersection						
Int Delay, s/veh	1.2					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations		↕	↔		↕	
Traffic Vol, veh/h	26	238	194	20	21	14
Future Vol, veh/h	26	238	194	20	21	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	30	277	226	23	24	16

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	249	0	-	0	575 238
Stage 1	-	-	-	-	238 -
Stage 2	-	-	-	-	337 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1317	-	-	-	480 801
Stage 1	-	-	-	-	802 -
Stage 2	-	-	-	-	723 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1317	-	-	-	467 801
Mov Cap-2 Maneuver	-	-	-	-	467 -
Stage 1	-	-	-	-	780 -
Stage 2	-	-	-	-	723 -

Approach	SE	NW	SW
HCM Control Delay, s	0.8	0	11.9
HCM LOS			B

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1
Capacity (veh/h)	-	-	1317	- 560
HCM Lane V/C Ratio	-	-	0.023	- 0.073
HCM Control Delay (s)	-	-	7.8	0 11.9
HCM Lane LOS	-	-	A	A B
HCM 95th %tile Q(veh)	-	-	0.1	- 0.2

Lanes, Volumes, Timings
 120: Lincoln Drwy & Lincoln Avenue

09/13/2019



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Volume (vph)	0	0	5	55	11	0
Future Volume (vph)	0	0	5	55	11	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Flt Protected				0.996	0.950	
Satd. Flow (prot)	1863	0	0	1785	1770	0
Flt Permitted				0.996	0.950	
Satd. Flow (perm)	1863	0	0	1785	1770	0
Link Speed (mph)	25			25	25	
Link Distance (ft)	266			396	74	
Travel Time (s)	7.3			10.8	2.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	6%	6%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	0	0	6	64	13	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	0	0	70	13	0
Sign Control	Free			Free	Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized

Intersection						
Int Delay, s/veh	1.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↔	↔	
Traffic Vol, veh/h	0	0	5	55	11	0
Future Vol, veh/h	0	0	5	55	11	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	2	6	6	2	2
Mvmt Flow	0	0	6	64	13	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	-	1	0	77
Stage 1	-	-	-	-	1
Stage 2	-	-	-	-	76
Critical Hdwy	-	-	4.16	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.254	-	3.518
Pot Cap-1 Maneuver	-	0	1596	-	926
Stage 1	-	0	-	-	1022
Stage 2	-	0	-	-	947
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1596	-	922
Mov Cap-2 Maneuver	-	-	-	-	922
Stage 1	-	-	-	-	1022
Stage 2	-	-	-	-	943

Approach	EB	WB	NB
HCM Control Delay, s	0	0.6	9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	922	-	1596	-
HCM Lane V/C Ratio	0.014	-	0.004	-
HCM Control Delay (s)	9	-	7.3	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0	-	0	-

ATTACHMENT 2:

Draft Minutes from September 26th, 2019 Planning and Zoning Commission

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE
PLANNING AND ZONING COMMISSION

HELD ON THURSDAY, SEPTEMBER 26th, 2019
IN THE BROOKFIELD VILLAGE HALL

MEMBERS PRESENT: Chairman: Charles Grund; Commissioners: Patrick Benjamin; Todd Svoboda; Christopher Straka; Mark Weber; Karen Ann Miller; Jennifer Hendricks

ALSO PRESENT: Elyse Vukelich, Village Planner; Michael Garvey, Village Trustee;

On Thursday, September 26th, 2019, Chairman Grund called the meeting of the Planning and Zoning Commission to order at approximately 7:00 P.M. Secretary Weber conducted the roll call.

Staff Update

No staff update.

New Business

Approval of Minutes with corrections for September 19th, 2019. Motion by Commissioner Svoboda, seconded by Commissioner Straka. Motion carries, 6-0, with Commissioner Hendricks abstaining.

Public Hearings

PZC Case 19-06 – Final Planned Development for the Linda Sokol Francis Brookfield Public Library at 3541 Park Avenue and 3606 Grand Boulevard

Motion to open the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 7-0.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed final planned development. She stated that this case is being reheard due to a new traffic study that was submitted by the library. She went over the existing conditions of the site, and the variances that were requested in the preliminary planned development.

She went over the additional variance that the Brookfield Public Library is requesting as part of the Final Planned Development, which is to increase the size of parking lot signage from 4 square feet to 19.5 and 9 square feet.

Vukelich stated that the new traffic study was reviewed by Hancock Engineering. She also stated that Hancock Engineering recommended the plans for final engineering. She also added that at the most recent Village Board meeting it was confirmed that the 3500 block of Park Avenue is scheduled to be resurfaced by the Village in 2021.

APPLICANT PRESENTATION: Dan Pohrte of Product Architecture gave an overview of the project. He presented the site plan, floor plans, renderings of the building, and went over the major materials.

Michael May of TADI gave an overview of the new traffic study. He stated that he is a licensed Professional Engineer in the state of Illinois. He gave an overview of the data collection. Counts were taken on Thursday, September 5th and Saturday, September 7th. He showed videos from the traffic counts. There was a block party taking place on Park Avenue for a portion of the traffic study, but explained why the impact was negligible. May went on to discuss trip generation and how many new trips the library is expected to generate. He stated that the intersection is expected to operate at the same level of service with the new library. May went over the recommendations from the traffic study, which included recommending an additional crossing guard at the intersection after school lets out, the addition of stop signs at the driveways from the parking lot, and a no right turn sign on Lincoln at the driveway exit.

Commissioner Svoboda asked about the software platform used for the traffic analysis. May explained his reasoning for using the software.

PUBLIC COMMENT: Mark McCann of 3510 Park Avenue stated that he was skeptical of the legality of the traffic study. He is upset that the alley will not be paved. He feels the library did not conduct this traffic study legally. McCann stated that he believes the Planning and Zoning Commissioners are knowingly approving a plan that violates state law, and that they should question how it could impact their own professional licenses. He stated that TADI has no credibility and he hopes that the Village follows the law.

Tom Moore of the Brookfield Public Library stated that he has worked at the library since 2008. He feels that the new library is necessary because the current library does not have enough room. He stated that the librarians are all talented and provide great programs for Brookfield.

Jonathan Platt of 3649 Madison stated that he observed the planning process for the new library and feels the library has made every effort possible to lessen the impact on the neighbors. He feels that the traffic study is credible and doesn't understand the skepticism. He strongly supports the new library. He appreciates the effort of the library board and the library's leadership.

Sam Levin of Hollywood was concerned about the metal fins on the library's elevations rusting. He stated that he does not like the design. He does not think that a library is necessary in every community. He asked why we can't share a library with a neighboring community. He feels this new library should not be on the burden of the taxpayer. He feels the traffic analysis is flawed. He doesn't think anyone has asked the neighbors of the library how this will affect them. He feels there should be needle disposal boxes in the bathrooms of the new library.

Michael May of TADI responded to the concerns of Mr. Levin. He went over his analysis regarding the parking lot. Mr. May showed his professional engineer license and certification on a slide from his PowerPoint presentation. He stated that this is his own professional license, not TADI's and that in 17 years the company license has never been used for a traffic study. TADI is currently renewing its professional license with the state of Illinois. He spoke with the Illinois Department of Financial and Professional Regulation and they confirmed that he is allowed to submit plans with his professional license while TADI is pending registration. He stated that it is unusual for engineers to stamp traffic studies.

Dan Pohrte of Product Architecture stated that the metal fins will not rust due to the materials.

Motion to close the public hearing by Commissioner Benjamin, seconded by Commissioner Straka. The motion carried 7-0.

COMMISSIONER DELIBERATION: Commissioner Benjamin said that Michael May of TADI gave an excellent presentation. He does not question Mr. May's credibility. He feels that this final planned development is in line with the preliminary planned development and is supportive of the project.

Commissioner Straka said he agrees with Commissioner Benjamin. He asked if adding a second crossing guard during school arrival and departure times would be a requirement of the library. Vukelich responded stating that the Village Manager is aware of the recommendation and that he will take it into consideration.

Commissioner Weber stated that he has taken the testimony very seriously because he lives so close to the library.

Commissioner Svoboda said that the additional information and the review of Hancock Engineering supports the recommendation for this project.

Commissioner Miller thanked Mr. May for his explanation of the traffic study.

Commissioner Hendricks said that she agrees with all the comments.

Chairman Grund asked if the stop signs recommended by the traffic study should be added as a condition of approval. Mr. May stated that he is not entirely sure if they are on library property.

Commissioner Benjamin made a motion, seconded by Commissioner Straka, to approve PZC case 19-06 with the conditions recommended by staff AND a condition to include two stop signs as stated and a left turn only sign if they occur on private property in the parking area. The motion carried 7-0.

Next Meeting:

Scheduled for Thursday, October 24th, 2019.

Adjournment

At approximately 7:54 p.m. there was a motion made by Commissioner Svoboda to adjourn, seconded by Commissioner Benjamin. Motion carries, 7-0.

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

//e

DRAFT



COMMITTEE ITEM MEMO

ITEM: Alcohol sales at outdoor Summer concerts 2020

COMMITTEE DATE: October 14, 2019

PREPARED BY: Stevie Ferrari
Director of Parks and Recreation

BUDGET AMOUNT: \$4,500

BACKGROUND:

The Parks and Recreation Department hosts a series of outdoor summer concerts in Kiwanis Park each Friday evening June-August 7pm-8:30pm. Historically, live music, food and non-alcoholic beverage purchases from an outside contracted vendor is provided at these events. In Summer of 2019, the Parks and Recreation Department added some additional event amenities including children's entertainment (large outdoor yard games, inflatables, face painting), 50/50 raffle sales and themed evenings. We have anywhere from 300 (average number) to 600 (high number) people in attendance on any given evening.

Alcohol sales during the Summer concert evenings have never been a part of the offered event amenities. We currently prohibit the bringing and consumption of alcohol at our Summer concert events but have allowed families to bring personal coolers for non-alcoholic and picnic items.

The Parks and Recreation Department, with the assistance of the Parks and Recreation and Special Events Commissioners would like to eliminate outside food vendors and offer alcohol and food sales directly through the department.

The Village's Attorney has been consulted on this item and has provided the following necessary steps for the village to serve alcohol beverages at the Summer Concert Series:

The department would apply for a village Class 8 and an S3 liquor license under 1 themed event, "Summer Concert Series" totaling 10 days (the number of concert dates). Once the village licenses are issued, it would apply to the Illinois Liquor Commission for a special event retailer's license. The state special event retailer's license would allow the village to purchase up to \$500.00 of alcoholic beverages from an alcoholic beverage retailer to be sold at the event. Purchases of alcoholic beverages in excess of \$500.00 must be made from an alcoholic beverage distributor. (*The Parks and Recreation Department would not be purchasing alcohol in excess of \$500 for each event).

If the Board chooses to move forward with the approval of an ordinance for a Class 8 and S3 liquor license to the Village of Brookfield Parks and Recreation Department for the special event series “Outdoor Summer Concerts”, the department would come back to the board at a later date with a resolution to proceed.

ATTACHMENTS:

1. [APPLICATION](#) FOR STATE OF ILLINOIS SPECIAL EVENT RETAILER’S LIQUOR LICENSE (NOT-FOR-PROFIT)

STAFF RECOMMENDATION:

With the support of the Special Events and Parks and Recreation Commissions, staff recommends the board approves the ordinance of a Class 8 and S3 liquor license to allow for the alcohol sales during our Summer Concert Series.

The department anticipates the following positive outcomes with alcohol sales at concert events:

- Increase in attendance due to the new amenity offered to adults 21 and over with the availability of alcohol at the live concert series
- As a result of increased attendance, increased exposure to recreation programming and other special events being offered by the department.
- A potential increase of revenue for the parks and recreation department with an expected additional net revenue of \$6,500.
 - *This is a conservative estimate based off of nearby community alcohol revenue sales with similar event set up (North Riverside Parks and Recreation and Oakbrook Park District offers alcohol sales at their outdoor Summer Concert Series)

REQUESTED COURSE OF ACTION:

Board approval of the support of an ordinance of a Class 8 and S3 liquor license to allow for the alcohol sales during our Summer Concert Series.

**Illinois Liquor Control
Commission**



**JB Pritzker
Governor**

**100 W. RANDOLPH ST., SUITE 7-801
CHICAGO, ILLINOIS 60601
TELEPHONE: 312 814-2206
TDD: 312 814-1844**

**300 W. JEFFERSON ST., SUITE 300
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov**

**APPLICATION FOR STATE OF ILLINOIS
SPECIAL EVENT RETAILER'S LIQUOR LICENSE (NOT-FOR-PROFIT)**

DEFINITION: A Special Event Retailer's License (Not-for-Profit) shall permit the licensee to purchase alcoholic liquors from an Illinois licensed distributor (unless the licensee purchases less than \$500 of alcoholic liquors for the special event, in which case the licensee may purchase the alcoholic liquors from a licensed retailer), and shall allow the licensee to sell and offer for sale, at retail, alcoholic liquors for use or consumption, but not for resale in any form, and only at the location and on the specific date(s) designated for the special event on the license. An "event" can be defined as a single theme. A Special Event Retailer's License **must** be obtained for each single theme per location with a maximum duration of 15 days. All not-for-profit corporations are required to secure a license for each 15-day increment and each special "event".

ELIGIBILITY: The Special Event Retailer's License (Not-for-Profit) application form is to be used only for events conducted by an educational, fraternal, political, civic, religious or not-for-profit organization. **DO NOT** use this form if you have a current Illinois Retailer's Liquor License (see Special Use Permit License instructions).

Local liquor licensing authority approval is required for this license.

Dram shop insurance to the maximum limit is required for this license.

FEE: \$25.00 A \$25.00 per application fee is due if the event is: 1) a single theme; 2) at the same location for not more than 15 days from start to finish; and 3) application is received at least 14 days in advance of the start date of the event. (Note: Lead time is required in order to schedule site inspections).

**LATE FEE:
ADD \$25.00** Add a \$25.00 late fee to **EACH** application if you expect that the application will not be received at the Commission office at least 14 days **PRIOR** to the scheduled event start date. The Commission requires this lead time in order to schedule site inspections.

Note: "FOR-PROFIT" ORGANIZATIONS WHICH CURRENTLY DO NOT HOLD A STATE LIQUOR LICENSE and wish to hold a special event will be required to obtain a standard Retailer's Liquor License for \$750.00 that covers the date(s) of the special event. This is the only way you will be able to purchase alcoholic beverages from a distributor. You will need to fill out the standard IL-567-0015, Retailer's Liquor License application form.

PRIVATE PARTY is an event where attendance is by invitation only, the host controls access to the premises, and alcoholic beverages are provided to invited guests at no charge. A Special Event Liquor License is not required for a private party.

On the following pages, please **PRINT OR TYPE** the information requested in the spaces provided. The form must bear an original signature; no faxed or photocopied forms or rubber stamped signatures will be accepted.

IMPORTANT NOTICE: THE ILLINOIS LIQUOR CONTROL COMMISSION IS REQUESTING DISCLOSURE OF INFORMATION THAT IS NECESSARY UNDER THE ILLINOIS LIQUOR CONTROL ACT (235 ILCS 5/1 ET SEQ.). DISCLOSURE OF THIS INFORMATION IS MANDATORY. FAILURE TO PROVIDE ANY INFORMATION WILL RESULT IN THE NON-ISSUANCE OF YOUR LICENSE.

**FOR OFFICE
USE ONLY**

FOR OFFICIAL USE ONLY

LICENSE NO.

DATE ISSUED

EXPIRATION DATE

COUNTER

Application for State of Illinois Special Event Retailer's Liquor License

1. APPLICANT INFORMATION

Provide the information requested in the spaces below, including the corporate/organization name, Federal Employer Identification Number (FEIN); corporate/organization mailing address; county and telephone number.

1a.

NAME				FEDERAL EMPLOYER ID NO.	
ADDRESS		CITY	STATE	ZIP CODE	COUNTY
AREA CODE/TELEPHONE NO.					
()					

1b. CONTACT INFORMATION

Provide the requested contact information for your business. The contact person should be the responsible party we can contact who can answer questions on behalf of the business. The mobile or alternate number should be in addition to any business numbers on file. The email address should be the active email address for the business, not the personal email address of the contact person.

CONTACT PERSON'S NAME (First, Last)	BUSINESS PHONE NUMBER	ALTERNATE PHONE NUMBER (Home, Cell, etc.)
	()	()
EMAIL ADDRESS		FAX NUMBER
		()

2. CERTIFICATION

Public Act 90-596 was enacted to ensure that special event holders pay all required sales taxes if they hold more than two special events during a calendar year or if they are not a valid "not-for-profit" organization. Applicants for Special Event Retailer Not-for-profit Liquor licenses must now certify that both of the following conditions apply to this particular special event. Please check the boxes that apply. If either box is left unchecked, the Commission will issue this license as "NON-CERTIFIED" which may require the organization to pay sales taxes on the gross receipts from all sales of food and beverages at the event. The certifying officer must be listed under Section 5 of the application, having provided all required identifying information. Should you have any questions regarding sales tax liability or sales tax registration information, please call the Department of Revenue Toll Free Hotline at 1 800 732-8866.

- I hereby certify that the organization which is applying for this Special Event Retailer Not-for-profit Liquor license is a valid "not-for-profit" entity which holds either a resale number [a resale sales tax number] issued under Section 2(c) of the Retailers' Occupation Tax Act; a sales tax registration [a sales tax number] under Section 2(a) of the Retailers' Occupation Tax Act; or a current, valid exemption identification number [a tax-exempt "E" number] issued under Section 1(g) of the Retailers' Occupation Tax Act.
- I hereby certify that the organization which is applying for this Special Event Retailer Not-for-profit Liquor license has held no more than two such special events during the current calendar year (January 1 - December 31). This special event must be included in your calculation.

SIGNATURE OF APPLICANT/AUTHORIZED AGENT	TITLE/POSITION	DATE

3. STATUS OF ORGANIZATION

Check appropriate box and provide sales tax exemption details.

- A. Educational
- B. Fraternal
- C. Political
- D. Civic
- E. Religious
- F. Other Not-For-Profit

Date of Incorporation: _____

Or attach an Illinois Department of Revenue Sales Tax Exemption Letter (specify) _____

4. SPECIAL EVENT DETAIL

- Provide the date(s) and time(s) that the event will be held. When you receive your printed license certificate from the Commission, times will be listed in military time (e.g., "0200" = 2AM, "1200" = noon, "2400" = midnight).
- Provide the address/location of the event. If an address is not available, provide specific instructions to enable our investigators to find the event. **Note: Only one location is allowed per application.**
- Provide the name/type of the event (e.g., neighborhood festival, Oktoberfest, fish fry, tasting/sampling, etc.).
- Determine the total number of event themes/types for which approval is requested. Use a separate application for each event theme/type.
- Determine the total number of days and locations covered by the event. For example, if your event is held on three successive Fridays at the same location, you are only required to fill out a single application and pay a single application fee since the total duration is 15 days or less and the location is the same. If the location changes weekly in the aforementioned example, however, you will be required to fill out three applications and pay three fees.

DATE OF EVENT: EVENT STARTS (MONTH/DAY/YR)	EVENT TIME: TIME FROM (AM/PM)	DATE OF EVENT: EVENT ENDS (MONTH/DAY/YR)	EVENT TIME: TIME TO (AM/PM)	LOCATION OF EVENT: STREET ADDRESS CITY/STATE/ZIP	EVENT THEME: TYPE OF EVENT

5. CORPORATE/ORGANIZATION OFFICER INFORMATION

The individual signing this application at the bottom of Page 4 **MUST** be listed in this section.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

6. PRIOR LIQUOR LICENSE INFORMATION

- A. Is this your first state liquor license application? Yes ___ No ___
- B. If this is not your first state liquor license application, provide the date of your first filing: _____
- C. Has the organization ever applied for and been denied a liquor license? Yes ___ No ___
If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.
- D. Has the organization had any previous Special Event Retailer's Liquor License(s) suspended or revoked? Yes ___ No ___
If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.

7. LOCAL AUTHORITY APPROVAL

You MUST submit proof of local authority approval for your event. Generally, your local municipality will issue approval in the form of a letter, a certificate, or a rubber stamp. If the event is taking place in an unincorporated area, the county will need to provide the approval. If the event is taking place on state or federal property, please contact our office as special approval will be necessary. Local authorities will use the box below for "approval" stamps or seals, such as the City of Chicago Liquor Commission. If stamps/seals are not applicable, **attach** a photocopy of the approval letter or certificate.

ATTACH:
LOCAL AUTHORITY APPROVAL
(IF MISSING, APPLICATION WILL BE REJECTED)

OR

**Local Liquor
Commissioner's
Event Approval
Stamp Here
(if applicable)**

8. DRAM SHOP INSURANCE

You MUST submit proof that Dram Shop insurance to the maximum limit has been secured for this event. **Attach** a photocopy of the insurance rider to this application. Remember, it must cover the **location** where the special event is being held and the coverage **must** coincide with the dates of the event.

ATTACH:
DRAM SHOP INSURANCE RIDER
(IF MISSING, APPLICATION WILL BE REJECTED)

9. PAYMENT

Determine the payment amount for your application(s). For efficiency, you may group multiple applications and submit a single check to cover all events. Make check or money order payable to: ILLINOIS LIQUOR CONTROL COMMISSION. The Commission does not accept U.S. currency/cash as payment.

10. LATE FILING FEE

If you expect that your application will not arrive at the Commission office within the required 14-day advance notice, submit an additional **\$25.00** late fee for EACH application. **If the late fee is not included, the application(s) will be rejected.**

11. SIGNATURE/DATE/TITLE

The application must be signed and dated by the applicant or an authorized agent of the applicant along with the title/position of the person signing. **The signature must be an original;** rubber stamps, photocopies, or faxed copies are not accepted.

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: THE MATTERS STATED IN THE FORE-GOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE STATE OF ILLINOIS TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ILLINOIS, IN PARTICULAR, THE ILLINOIS LIQUOR CONTROL ACT, RULES AND REGULATIONS, AND THE CIVIL RIGHTS SECTIONS THEREOF.

FURTHER, I AGREE TO NOTIFY THIS COMMISSION WITHIN 30 WORKING DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION.

SIGNATURE OF APPLICANT/AUTHORIZED AGENT

TITLE/POSITION

DATE

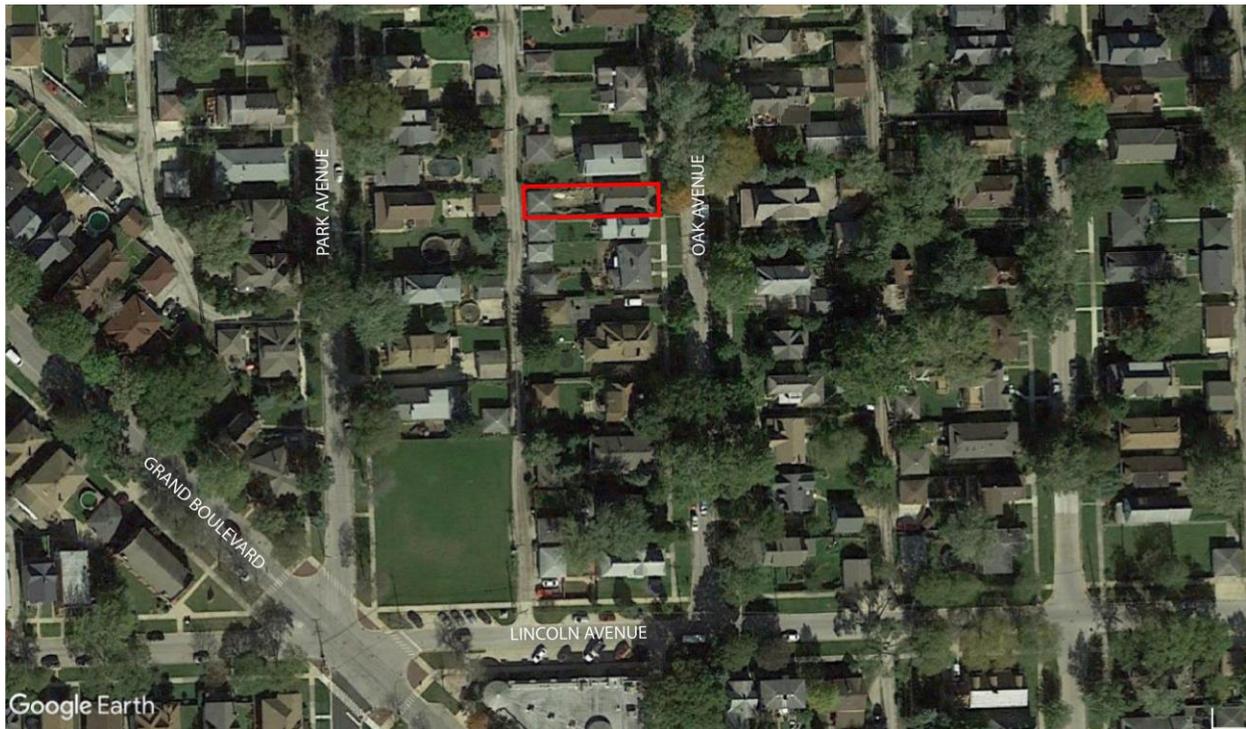


COMMITTEE ITEM MEMO

ITEM: PZC Case 19-07 – Variance for 3518 Oak Avenue
COMMITTEE DATE: October 14th, 2019
PREPARED BY: Elyse Vukelich, Village Planner
PURPOSE: Report of the Findings for PZC Case 19-07
BUDGET AMOUNT: N/A

BACKGROUND:

The applicant for PZC Case 19-07 requests approval of three variances to the property at 3518 Oak Avenue. The property is an existing lot in the A-1 Single Family Residential District. The property contained a single family home until a contractor error caused part of the foundation wall to collapse. The house was deemed unsafe and unreparable, and was demolished in April of 2019.



The applicant is requesting the following three variances from the zoning code in order to build a single family home on the now vacant lot:

Exhibit 1: Table of Variances Requested

Variation Sought	Zoning Code Requirement	Proposed	Difference
Lot Width and Street Frontage	50 feet	25 feet	-25 feet
Lot Area	6,200 square feet	3,133 square feet	-3,067 square feet
Interior Side Yard Setback	5 feet	3 feet	-2 feet

This project was heard by the Planning and Zoning Commission on September 19th, 2019 and was recommended to the Village Board of Trustees. The applicant has altered the site plan since the Planning and Zoning Commission meeting but is still requesting the same variances as before.

ATTACHMENTS:

1. [Staff Report](#) for PZC Case 19-07 from September 19th, 2019 Planning and Zoning Commission
2. [New Site Plan](#) (altered since September 19th, 2019 Planning and Zoning Commission)
3. [Approved Minutes](#) from September 19th, 2019 Planning and Zoning Commission

STAFF RECOMMENDATION:

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

REQUESTED COURSE OF ACTION:

Review and discussion of the requested variances.

ATTACHMENT 1:

Staff Report for PZC Case 19-07 from September 19th, 2019 Planning and Zoning Commission



Village of Brookfield

Planning and Zoning Commission Staff Report

TO: The Village of Brookfield's Planning and Zoning Commission

HEARING DATE: September 19, 2019

FROM: The Village of Brookfield's Community and Economic Development Department (CEDD)

PREPARED BY: Elyse Vukelich, Village Planner

TITLE

PZC 19-07 – Variance for 3518 Oak; The applicant is seeking variances for a reduction of lot width and frontage, lot area, and interior side yard setback for the property at 3518 Oak Avenue.

GENERAL INFORMATION

APPLICANT: **Reina Salto**
1925 S. 49th Ct.
Cicero, IL 60804

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

PROPERTY INFORMATION

EXISTING ZONING: A-1 Single Family Residential District
EXISTING LAND USE: Vacant, previously a Single Family Home
PROPERTY SIZE: 3,133 Square Feet
PINs: 15-34-401-029-0000

SURROUNDING ZONING AND LAND USES:

North: A-1 Single Family Residential District; Single Family Home
South: A-1 Single Family Residential District; Single Family Home
East: A-1 Single Family Residential District; Single Family Home
West: A-1 Single Family Residential District; Single Family Home

ANALYSIS

SUBMITTALS

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

1. Application for variations requesting a Public Hearing;
2. Certification of Legal Notice published September 4th, 2019 in the *Riverside Brookfield Landmark*;
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating the Public Hearing Letters were mailed to surrounding property owners;

PUBLIC COMMENT

No public comments have been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted after the writing of this report will be presented at the Planning and Zoning Commission public hearing on September 19, 2019.

BACKGROUND

In 2017, the owner of 3518 Oak Avenue applied to add an addition to the single family home on site and rehab the interior of the home. During construction, part of the foundation wall was structurally compromised, and the foundation wall collapsed. A full collapse of the home was stopped by the installation of emergency shoring, however, the house was deemed unsafe and unrepairable. The Village required demolition, and the home was demolished in April 2019.

DISCUSSION

The applicant is requesting three variances from Chapter 62 of the Village Code in order to build a single family home on the now vacant lot at 3518 Oak Avenue. The lot measures 25 feet in width by 125.31 feet in length, with a total lot area of 3,132.5 square feet. The variances requested are detailed in the table below:

Exhibit 1: Table of Variances Requested

Variation Sought	Zoning Code Requirement	Proposed	Difference
Lot Width and Street Frontage	50 feet	25 feet	-25 feet
Lot Area	6,200 square feet	3,133 square feet	-3,067 square feet
Interior Side Yard Setback	5 feet	3 feet	-2 feet

While the site previously contained a single family home, the site is now vacant. The footprint of the previous single family home is detailed in the Plat of Survey submitted by the applicant. The previous single family home had an interior side yard setback of 1.8 feet on the north property line, and 2.7 feet in the south property line. As shown in the table above and on the applicant's proposed site plan, the applicant is requesting a variance for an interior side yard setback of 3 feet on both property lines. The applicant is requesting a setback closer to the required 5 feet than the previous home had.

The site is located in the A-1 Single Family Zoning District on Oak Avenue between Lincoln and Washington Avenues. As shown below, there are five other homes on the 3500 block of Oak Avenue that sit on lots that measure less than the required 6,200 square feet for the A-1 Single Family Residential District.



Exhibit 2 – 3500 Block of Oak Avenue. Single family homes on lots that measure less than the required 6,200 square feet are outlined in red.

The A-1 Single Family Zoning District only permits three uses: single family homes, small community residences, and large community residences. Because there is no vacant land adjacent to the property, if a variance is not granted for the lot width, frontage, and lot area, the land cannot be built upon.

The Comprehensive Plan lists 3518 Oak as a “Traditional Neighborhood” in its Housing & Neighborhoods map. Goal 2 of the Housing and Neighborhoods chapter is to “Encourage and support the development of diverse housing products at various price points and sizes, including senior and multi-family housing.” (p. 80) The fourth strategy listed for this goal is to “Encourage new development and infill development which is complementary to the scale and character of surrounding residential uses.” Due to the fact that there are five other homes on the block on substandard lots, the approval of these variations could be considered “infill development which is complementary to the scale and character of surrounding residential uses.”

It also should be noted that the applicant has produced a site plan that only requires variances from the width, frontage, lot area, and interior side yard setbacks, but manages to conform to the greenspace requirement, building coverage, and front yard setback (the proposed front yard setback is within 3 feet of adjacent homes' setbacks).

CONDITIONS FOR APPROVAL OF VARIATIONS

The standards for variation review, section 62-760 of the Village Zoning Procedure, requires all of the following conditions to be met for approval of variations. (Applicant's responses below with staff comments in italics):

1. **The hardship alleged as the basis for the variation must be derived from difficulties pertaining to the property itself which prevent full use of the property of the same extent other properties in close proximity within the same zoning district can be used.**

The width of the lot is 25 feet wide. There are a significant amount of homes in Brookfield on a 25 foot wide lot. There was recently a home on this specific parcel that had to be demolished due to the fault of the contractor. We would like to build a beautiful home on the property that will bring another tax paying resident to the town.

There are no adjacent lots that the applicant could acquire in order to create a conforming lots. As such, "full use" on a par with other nearby properties is not currently possible.

2. **The hardship alleged as the basis for a variation must not be self-created or self-imposed by the applicant or his agent nor by unauthorized and unpermitted acts of any prior owner.**

The lot is vacant and needs a home on it.

The hardship is the result of a change in the Village code requirements after the lot was created.

3. **That there is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property.**

There are not, building a new home on the lot where a home was for the past 100 years is the plan.

Because the property is surrounded by privately owned lots with single family homes, the owner of the property is unable to purchase or annex additional yard to add to this property in order to make it compliant with the Village Code. A reasonable use of the property would be single family homes on lots smaller than those currently allowed by the code, but that conform to the surrounding area.

4. **That the variation sought will not impair an adequate supply of light or air to adjacent property.**

It will not.

The applicant has not requested variations from the Village's side yard setback, height, and green space requirements. Therefore, proposed project would not impair the supply of light or air to adjacent properties.

5. **That the variation sought will not unreasonably diminish the values of adjacent property.**

Facts show that new construction homes raise the value of neighboring properties.

The variations sought do not diminish the values of adjacent properties. Considering a single family home was on this lot previously, it is unlikely that adjacent properties would see lower property values as a result of a new construction home.

6. That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety.

It will not.

Once again, because a single family home was on this lot previously it will not increase congestion beyond what already existed.

7. That the variation is in harmony with the general purpose and intent of this ordinance.

Yes, the variation is to build a beautiful, luxury single family home on the property and bring more homeowners to town.

The general purpose and intent of the Village Code as it pertains to this application is to protect the neighborhood character, health, safety, and welfare of the area. If the proposed variations were to be approved, the project would maintain the harmony of neighborhood as well improve the health safety and welfare.

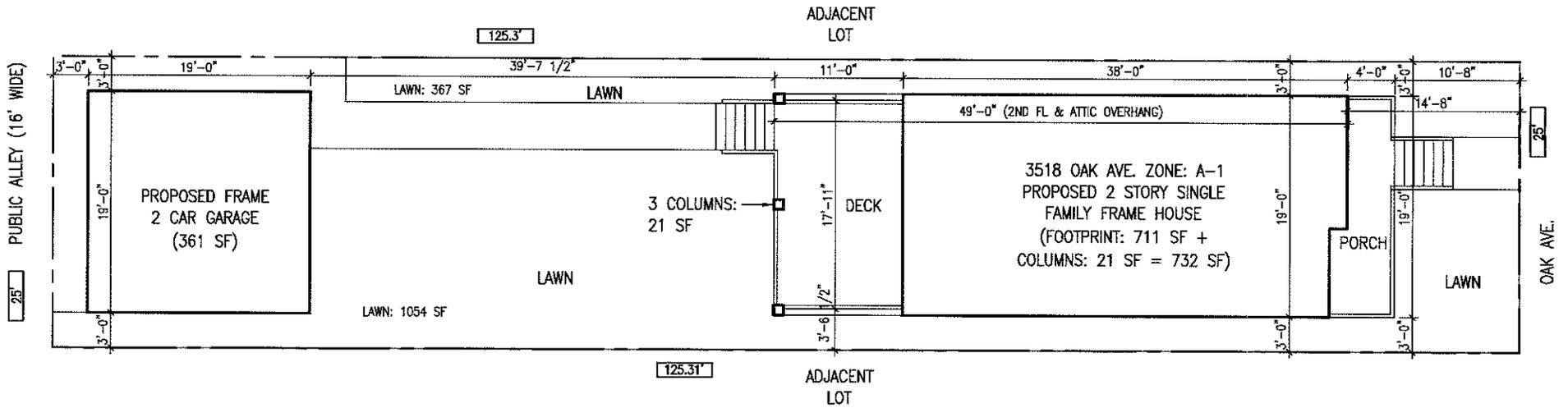
RECOMMENDATIONS

Staff recommends consideration of the variance as requested. If Commissioners are in agreement with the applicant's responses to the standards of review, the Commission can vote to recommend approval of the proposed variations to the Village Board of Trustees.

If Commissioners vote to recommend approval, staff anticipates the Planning and Zoning Commission recommendation to be reviewed by the Committee of the Whole on October 14, 2019 by subsequent vote by the Village Board on October 28, 2019.

ATTACHMENT 2:

New Site Plan (altered since September 19th, 2019 Planning and Zoning Commission)



LOT: 3132.5 SF
 MAX LOT COVERAGE: 35% (1096 SF)
 361 GARAGE + 732 HOUSE PROPOSED = 1093 SF

MIN GREEN SPACE: 40% (1253 SF)
 1421 SF PROPOSED

SITE PLAN

10/05/19



ATTACHMENT 3:

Approved Minutes from September 19th, 2019 Planning and Zoning Commission

**VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513**

**JOURNAL OF THE PROCEEDINGS OF THE
PLANNING AND ZONING COMMISSION**

**HELD ON THURSDAY, SEPTEMBER 19th, 2019
IN THE BROOKFIELD VILLAGE HALL**

MEMBERS PRESENT: Chairman: Charles Grund; Commissioners: Patrick Benjamin; Todd Svoboda; Christopher Straka; Mark Weber; and Karen Ann Miller

MEMBERS ABSENT: Jennifer Hendricks

ALSO PRESENT: Elyse Vukelich, Village Planner; Michael Garvey, Village Trustee;

On Thursday, September 19th, 2019, Chairman Grund called the meeting of the Planning and Zoning Commission to order at approximately 7:00 P.M. Secretary Weber conducted the roll call.

Staff Update

Village Planner Elyse Vukelich stated that the Amendment to the Sign Code has been discussed at the Village Board and will be voted on in October. She also mentioned that the Village Board is currently discussing whether or not the Village should prohibit or allow the sale of recreational cannabis.

Public Hearings

PZC Case 19-07 – Variance for 3518 Oak Avenue

Motion to open the public hearing by Commissioner Miller, seconded by Commissioner Svoboda. The motion carried 6-0, with Commissioner Hendricks absent. The public is sworn in.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed variance to 3518 Oak Avenue. She mentioned that the property previously had a single family home, which was demolished due to the collapse of the foundation wall during an addition. Because the lot size is non-conforming, the applicant is requesting three variances to build a new two-story single family home on the lot. The first is to reduce the required lot width and frontage from 50 feet to 25 feet. The second is to reduce the required lot area from 6,200 square feet to 3,133 square feet. The third is to reduce the required interior side yard setback from 5 feet to 3 feet.

The Village Planner stated that the Comprehensive Plan does call for infill development that is complementary to the scale and character of surrounding residential uses. She showed a photo that depicted other single family homes on the block that occupy lots under the required 6,200 square feet.

Chairman Grund asked if when the addition was sought in 2017, if a permit was issued and if the house met the greenspace requirements.

Vukelich stated that the permit was issued and underwent a zoning review. Chairman Grund stated that it seems the new house may be smaller than what was there previously.

Commissioner Weber said that he understands that variances are based on a hardship and asked if the approval of these variances would be different than approval of a vacant 25 foot lot. Vukelich stated that the consideration of the hardship is up to the Commission, and that this lot was in a unique situation.

APPLICANT PRESENTATION: Reina Salto of 3518 Oak, the applicant, stated that she hopes her project will be approved. She has built other properties in Brookfield, and feels this is a nice community.

Chairman Grund asked when she purchased the property. Ms. Salto stated that she has not purchased the property yet and that the purchase is dependent on the approval of the requested variances. Commissioner Miller asked who is responsible for construction. Ms. Salto stated that she is.

PUBLIC COMMENT: Chris Fischer of 3518 Oak stated that he owns the property. He said the contractor he hired collapsed the foundation, and that it has been a terrible situation. He said that Reina Salto submitted an offer and that she has built homes in Brookfield before.

Michelle Peterson Newell of 3514 Oak asked the Village Planner to clarify the side yard setbacks for the proposed plan. Commissioner Straka stated that this includes the eave and dripline, not just the exterior wall. She also said that during construction previously, the contractor damaged her mother's property. She said it has still not been repaired or maintained.

Commissioner Weber asked if the 3 foot setback would be greater than the setback of the previous home. Village Planner Vukelich stated that the previous home was 1.8 and 2.7 feet from the property lines, so this would be an improvement.

Motion to close the public hearing by Commissioner Straka, seconded by Commissioner Benjamin. The motion carried 6-0, with Commissioner Hendricks absent.

COMMISSIONER DELIBERATION: Commissioner Benjamin stated that he looked at the site and believes that this would be an improvement over the current state of the property. He said that though it is a lot of relief, there are many non-conforming lots in Brookfield. He said he is in support.

Commissioner Straka said that he agrees and supports the project. He said it is in alignment with the comprehensive plan and meets all conditions for approval of the variations. Commissioner Weber stated that the hardship was not of the property owner's doing.

Commissioner Svoboda stated that he recommends approval.

Commissioner Miller agreed.

Chairman Grund said that this is a unique situation and that the Commission hasn't seen a case like this before. He said that the side yards being less than what was previously there convinced him to support the project. He believes that this supports the infill housing requirement of the Comprehensive Plan. He also said that the new drainage requirements will apply and potentially help flooding.

Commissioner Svoboda made a motion, seconded by Commissioner Miller, to approve PZC case 19-07. The motion carried 6-0, with Commissioner Hendricks absent.

New Business

Approval of Minutes with corrections for August 22nd, 2019. Motion by Commissioner Straka, seconded by Commissioner Miller. Motion carries, 5-0, with Commissioner Benjamin abstaining and Commissioner Hendricks absent.

Old Business

PZC Case 19-06 – Final Planned Development for the Linda Sokol Francis Brookfield Public Library at 3541 Park Avenue and 3606 Grand Boulevard (continued)

Vukelich stated that the Final Planned Development will return to the Planning and Zoning Commission. However, the project was only partially public noticed and needs to be continued to the next meeting

Commissioner Straka made a motion to continue PZC Case 19-06 to the September 26th, 2019 meeting, seconded by Commissioner Benjamin. Motion carries.

Next Meeting:

Scheduled for Thursday, September 26th, 2019.

Adjournment

At approximately 7:21 p.m. there was a motion made by Commissioner Miller to adjourn, seconded by Commissioner Svoboda. Motion carries, 6-0.

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

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