



# Village of Brookfield

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

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Brigid Weber

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

VILLAGE MANAGER  
Timothy C. Wiberg

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, February 24, 2020  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
  - 1. Mary Vyskocil – Parks and Recreation Board – Term Expires 5/31/2025

### IV. Public Comment

### V. REPORTS OF SPECIAL COMMITTEES

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

### VI. OMNIBUS AGENDA

- 1. Approval of Minutes: [Village Board Meeting](#) February 10, 2020 and [Committee of the Whole](#) Meeting February 10, 2020
- 2. Approval of [Resolution 2020-05R](#) Relating to a Retirement Healthcare Funding Plan
- 3. Approval of [Resolution 2020-06R](#) to Approve an Agreement with the Hitchcock Design Group for Improvements to the Congress Park Metra Station Project in the Amount of \$36,375
- 4. Approval of [Ordinance 2020-28](#) Authorizing the Purchase of Two (2) 2020 Dodge Durango Police Pursuit Vehicles (PPV) in the Amount of \$29,640.00 (each) Through the State of Iowa Vehicle Purchasing Program Contract for 2020 Law Enforcement Vehicles

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.

**VII. REGULAR BUSINESS**

5. Consideration of [Ordinance 2020-29](#) to Approve a Special Use Permit to Allow a Day Care Facility at 9109 Ogden Avenue
6. Consideration of [Ordinance 2020-30](#) to Allow a Variance from Section 62-75-(a) to Permit a Residential Structure to Exceed 35% Lot Coverage in the A-1 District at 3518 Oak Avenue

**VIII. MANAGERS REPORT**

**IX. 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 - 02/24/20

From Payment Date: 2/11/2020 - To Payment Date: 2/24/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
28822	02/11/2020	Open			Utility Management Refund	TRIEU, TRACY	\$72.64		
28823	02/11/2020	Open			Utility Management Refund	PAASKE, BARBARA	\$72.64		
28824	02/11/2020	Open			Utility Management Refund	ANTONICIC, BEATRICE	\$37.64		
28825	02/11/2020	Open			Accounts Payable	Illinois Dept of Public Health	\$75.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	020420		02/06/2020		annual ambulance inspections		\$75.00		
28826	02/11/2020	Open			Accounts Payable	Groot Industries, Inc.	\$106,811.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4791558		12/03/2019		Acct #3098-251030 - residential garbage svc		\$106,811.45		
28827	02/11/2020	Open			Accounts Payable	Groot Industries, Inc.	\$1,325.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4790414		12/03/2019		Acct #3098-164773, garbage stickers		\$1,325.00		
28828	02/11/2020	Open			Accounts Payable	Groot Industries, Inc.	\$25,340.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4791559		12/03/2019		Acct #3098-386866 - yard waste		\$25,340.94		
28829	02/12/2020	Open			Accounts Payable	Kusper, Robert	\$3,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	021220		02/12/2020		street/parkway bond, permit #2017-00000630		\$3,000.00		
28830	02/12/2020	Open			Accounts Payable	Phelan, Melinda	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	021220		02/12/2020		parkway bond, permit #2018-00001400		\$1,000.00		
28831	02/12/2020	Open			Utility Management Refund	KRZYSTYNIAK, STAN & AMBER	\$4.84		
28832	02/13/2020	Open			Utility Management Refund	BREDAU, LAVINIU & CAROLINA	\$72.64		
28833	02/13/2020	Open			Utility Management Refund	BALESTERI CONSTRUCTION	\$155.44		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Business		101313-002		ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT		
28834	02/13/2020	Open			Utility Management Refund	BOYLE, P	\$235.38		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Residential		202212-001		ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT		
28835	02/13/2020	Open			Utility Management Refund	DOUGHERTY, MICHELE	\$361.68		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Residential		101912-003		ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28836	02/13/2020	Open			Utility Management Refund	EVERSON, LESLIE	\$179.28		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		100781-002	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28837	02/13/2020	Open			Utility Management Refund	HERNANDEZ, KEITH	\$371.04		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		101892-002	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28838	02/13/2020	Open			Utility Management Refund	HOGG, SHAYLA	\$710.92		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		201827-002	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28839	02/13/2020	Open			Utility Management Refund	MORREALE, STEVE	\$742.08		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		200921-004	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28840	02/13/2020	Open			Utility Management Refund	O'CONNOR, CLARE	\$289.58		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		201499-003	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28841	02/13/2020	Open			Utility Management Refund	OLTROGGE, CHRIS	\$405.25		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		200684-002	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28842	02/13/2020	Open			Utility Management Refund	RACHUM, CHARLES	\$434.37		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		100745-003	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28843	02/13/2020	Open			Utility Management Refund	RUSSELL, G	\$210.45		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		202054-001	ONLINE OVER PAYMENT ON 02/12/2020	02/13/2020	REFUND ADJUSTMENT			
28844	02/13/2020	Open			Utility Management Refund	DOMANOWSKI, JOEL	\$183.96		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		200386-001	ONLINE OVER PAYMENT ON 02/11/2020	02/13/2020	REFUND ADJUSTMENT			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28845	02/13/2020	Open			Utility Management Refund	HUGHES, ALLISON	\$491.10		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		200986-002	ONLINE OVER-PAYMENT 02-11-2020	02/13/2020	REFUND ADJUSTMENT			
28846	02/13/2020	Open			Accounts Payable	Chicago Office Products	\$200.24		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	982838-0		02/13/2020	dater, dvd, paper, pens, legal pads, forks, knives		\$200.24			
28847	02/14/2020	Open			Utility Management Refund	MORRISSEY, JOHN	\$612.66		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		100528-001	ONLINE OVER PAYMENT 02/11/2020	02/14/2020	REFUND ADJUSTMENT			
28848	02/18/2020	Open			Accounts Payable	Lauksmen, Julie	\$22.19		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	102219		10/22/2019	pizza for crosswalk painters		\$22.19			
28849	02/18/2020	Open			Accounts Payable	Triggi Construction, Inc.	\$15,475.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	PayEst11		12/04/2019	2018 street improvements project		\$15,475.00			
28850	02/18/2020	Open			Utility Management Refund	FARNAN, JAMES AND MAUREEN	\$27.15		
28851	02/18/2020	Open			Utility Management Refund	REIDY, PATRICK	\$276.55		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		200332-002	ONLINE OVERPAYMENT 021420	02/18/2020	REFUND ADJUSTMENT			
28852	02/19/2020	Open			Utility Management Refund	BEREK, MARTIN AND BRIDGETTE	\$272.07		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		101183-002	over payment 02-18-2020	02/19/2020	REFUND ADJUSTMENT			
28853	02/24/2020	Open			Accounts Payable	Accurate Document Destruction	\$93.35		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	5123516		02/18/2020	Acct #3095-446352-001 shredding		\$93.35			
28854	02/24/2020	Open			Accounts Payable	Adams Tool Kar, LLC	\$93.30		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	01032036339		02/18/2020	3pc ext reach hose grip pliers		\$72.00			
	01242037269		02/18/2020	magnetic pick up tool		\$21.30			
28855	02/24/2020	Open			Accounts Payable	AFC International Inc	\$322.60		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	57486		02/18/2020	CO 50ppm/H2S 10ppm, methane/O2/N2 calibration gas		\$322.60			
28856	02/24/2020	Open			Accounts Payable	Airgas USA LLC	\$45.18		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	9967952937		02/18/2020	cylinder rental		\$45.18			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28857	02/24/2020	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$4,136.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	12332		02/18/2020	january 2020 inspections		\$4,136.25			
28858	02/24/2020	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$164,946.39		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2020-00000144		02/18/2020	medical insurance premiums-acct #051133		\$164,946.39			
28859	02/24/2020	Open			Accounts Payable	Bound Tree Medical, LLC	\$386.69		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	83493899		02/18/2020	curaplex select bvm infant masks, O2 bag reservoir, 40cm H2O pop		\$386.69			
28860	02/24/2020	Open			Accounts Payable	Bristol Hose & Fitting, Inc	\$13.20		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	3422295		02/18/2020	mxf 8JIC x 90		\$13.20			
28861	02/24/2020	Open			Accounts Payable	Brookfield True Value Hardware	\$52.55		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	92674		02/18/2020	tape		\$3.14			
	92684		02/18/2020	ext cord		\$9.89			
	92703		02/18/2020	drain assembly		\$26.53			
	92716		02/18/2020	table		\$12.99			
28862	02/24/2020	Open			Accounts Payable	Burlington Auto Body	\$2,725.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	7604		02/18/2020	front repairs - 2007 chevy tahoe		\$2,725.94			
28863	02/24/2020	Open			Accounts Payable	Cargill Incorporated	\$10,024.87		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2905257289		02/18/2020	deicer salt ice cntrl blk		\$2,012.52			
	2905231378		02/18/2020	deicer salt ice cntrl blk		\$6,009.84			
	2905234759		02/18/2020	deicer salt ice cntrl blk		\$2,002.51			
28864	02/24/2020	Open			Accounts Payable	Case Lots, Inc.	\$565.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2265		02/18/2020	paper towels, toilet paper, black liners, cascade, laundry soap		\$565.95			
28865	02/24/2020	Open			Accounts Payable	Children's Theatre Company	\$1,732.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	010920		02/18/2020	frozen jr		\$1,732.50			
28866	02/24/2020	Open			Accounts Payable	Comcast	\$158.35		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2020-00000145		02/18/2020	8771 20 167 0165665 - internet at FD		\$158.35			
28867	02/24/2020	Open			Accounts Payable	ComEd	\$228.41		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2020-00000146		02/18/2020	0683030051 - svc @ 8652 Southview		\$26.09			
	2020-00000147		02/18/2020	2083099069 - svc @ 8501 Brookfield		\$202.32			
28868	02/24/2020	Open			Accounts Payable	Communications Direct Inc.	\$15.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	SR119489		02/18/2020	replace main board and housing		\$15.00			

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28869	02/24/2020	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$21,987.62		
	Invoice		Date	Description		Amount			
	2020-00000148		02/18/2020	Account ID 8084729, street lighting		\$21,987.62			
28870	02/24/2020	Open			Accounts Payable	Factory Motor Parts	\$993.26		
	Invoice		Date	Description		Amount			
	50-2704682		02/18/2020	friction ready caliper, kit-brake lining, rotor asy-brake, seal		\$654.38			
	50-2677217		02/18/2020	arm asy - front suspension		\$338.88			
28871	02/24/2020	Open			Accounts Payable	Garvey's Office Products	\$193.45		
	Invoice		Date	Description		Amount			
	1873092		02/18/2020	duster, pocket, notes, speakers, pens, corr tape, eraser, clnr		\$101.81			
	1873090		02/18/2020	cardstock, binder, index tabs, post-its		\$91.64			
28872	02/24/2020	Open			Accounts Payable	Groot Industries, Inc.	\$106,811.45		
	Invoice		Date	Description		Amount			
	5088316		02/18/2020	Acct #3098-251030 - residential garbage svc		\$106,811.45			
28873	02/24/2020	Open			Accounts Payable	Groot Industries, Inc.	\$25,340.94		
	Invoice		Date	Description		Amount			
	5088317		02/18/2020	Acct #3098-386866 - yard waste		\$25,340.94			
28874	02/24/2020	Open			Accounts Payable	Hancock Engineering	\$86,730.00		
	Invoice		Date	Description		Amount			
	20-0077		02/18/2020	2019 miscellaneous projects		\$1,540.00			
	20-0078		02/18/2020	2019 street improvements - construction engineering		\$7,715.00			
	20-0079		02/18/2020	ogden ave corridor improvements - concept plan		\$690.00			
	20-0080		02/18/2020	2020 street improvements - design engineering		\$76,785.00			
28875	02/24/2020	Open			Accounts Payable	Heat Engineering Co, The	\$12,591.75		
	Invoice		Date	Description		Amount			
	186378		02/18/2020	service call - fire station 1		\$99.00			
	186382		02/18/2020	service call - PD		\$87.75			
	206427J		02/18/2020	new boiler at fire station 2		\$12,405.00			
28876	02/24/2020	Open			Accounts Payable	Hitchcock Design Group	\$457.50		
	Invoice		Date	Description		Amount			
	23802		02/18/2020	candy cane park oslad grant application		\$457.50			
28877	02/24/2020	Open			Accounts Payable	Illinois Public Safety Agency Network	\$3,750.00		
	Invoice		Date	Description		Amount			
	00042071		02/18/2020	BULLET, ALECS, MINI BULLET		\$3,750.00			
28878	02/24/2020	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$679.75		
	Invoice		Date	Description		Amount			
	44447482		02/18/2020	31-mhd, mtp-65hd		\$679.75			
28879	02/24/2020	Open			Accounts Payable	LA Fasteners Inc.	\$35.58		
	Invoice		Date	Description		Amount			
	1-211039		02/18/2020	adapter		\$35.58			
28880	02/24/2020	Open			Accounts Payable	La Grange Materials, Inc.	\$234.00		
	Invoice		Date	Description		Amount			
	92445		02/18/2020	torpedo sand		\$234.00			

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28881	02/24/2020	Open			Accounts Payable	Lawson Products, Inc.	\$733.34		
	Invoice		Date	Description		Amount			
	9307340944		02/18/2020	PARTS AND SUPPLIES		\$733.34			
28882	02/24/2020	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$475.00		
	Invoice		Date	Description		Amount			
	34665		02/18/2020	leak location services		\$475.00			
28883	02/24/2020	Open			Accounts Payable	Magic of Gary Kantor	\$70.00		
	Invoice		Date	Description		Amount			
	021220		02/18/2020	february 2020 magic class		\$70.00			
28884	02/24/2020	Open			Accounts Payable	Marathon Sportswear	\$172.62		
	Invoice		Date	Description		Amount			
	43404		02/18/2020	youth basketball league shirts		\$172.62			
28885	02/24/2020	Open			Accounts Payable	Marquee Event Rentals	\$60.06		
	Invoice		Date	Description		Amount			
	198906		02/18/2020	october tenting		\$60.06			
28886	02/24/2020	Open			Accounts Payable	Menards	\$326.72		
	Invoice		Date	Description		Amount			
	42954		02/18/2020	clr red oak board, clear red oak, filler panel, loc pwr grab exp		\$52.88			
	42850		02/18/2020	110 degree hinge, bar pull, door shkr pnl		\$273.84			
28887	02/24/2020	Open			Accounts Payable	Metro Garage, Inc.	\$50.00		
	Invoice		Date	Description		Amount			
	45884		02/18/2020	2 axle dot safety inspection		\$25.00			
	45885		02/18/2020	2 axle dot safety inspection		\$25.00			
28888	02/24/2020	Open			Accounts Payable	NAPA Auto Parts	\$286.77		
	Invoice		Date	Description		Amount			
	6306-531734		02/18/2020	wiper blade		\$79.90			
	6306-532085		02/18/2020	dr flex handle		\$51.49			
	6308-758167		02/18/2020	latex dispos glove		\$29.98			
	6308-758166		02/18/2020	adhesive reflector		\$29.90			
	6308-758282		02/18/2020	straight tubing		\$10.14			
	6308-757338		02/18/2020	2.5 def		\$85.36			
28889	02/24/2020	Open			Accounts Payable	NAPA Auto Parts	\$7.35		
	Invoice		Date	Description		Amount			
	6306-529589		02/18/2020	max-40 fuse, atc-40 fuse		\$7.35			
28890	02/24/2020	Open			Accounts Payable	National Seed	\$1,008.00		
	Invoice		Date	Description		Amount			
	592784SI		02/18/2020	ecosalt		\$1,008.00			
28891	02/24/2020	Open			Accounts Payable	NCPERS Group Life Ins.	\$368.00		
	Invoice		Date	Description		Amount			
	3090022020		02/18/2020	supplemental life insurance		\$184.00			
	3090032020		02/18/2020	supplemental life insurance		\$184.00			
28892	02/24/2020	Open			Accounts Payable	Neopost	\$35.96		
	Invoice		Date	Description		Amount			
	020220		02/18/2020	POSTAGE		\$35.96			

# Corporate Warrant - 02/24/20

From Payment Date: 2/11/2020 - To Payment Date: 2/24/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28893	02/24/2020	Open			Accounts Payable	Office of the State Fire Marshal	\$140.00		
	Invoice		Date	Description		Amount			
	9625886		02/18/2020	melben products/manchester - air tank certificate fee - pv		\$140.00			
28894	02/24/2020	Open			Accounts Payable	Orkin Inc.	\$605.72		
	Invoice		Date	Description		Amount			
	190468046		02/18/2020	pest control - 3830 Maple		\$69.75			
	190467647		02/18/2020	pest control - 4301 Elm		\$52.41			
	190468043		02/18/2020	pest control - 4523 Eberly		\$63.42			
	190467514		02/18/2020	pest control - 4545 Eberly		\$82.20			
	190468042		02/18/2020	pest control - 8820 Brookfield		\$78.31			
	190466821		02/18/2020	pest control - fire stations 1&2		\$125.07			
	190467537		02/18/2020	pest control - train station		\$71.14			
	188146250		02/18/2020	pest control - 4523 Eberly		\$63.42			
28895	02/24/2020	Open			Accounts Payable	Paramedic Billing Services	\$1,861.78		
	Invoice		Date	Description		Amount			
	Jan2020		02/18/2020	ambulance billing		\$1,861.78			
28896	02/24/2020	Open			Accounts Payable	PassportParking Inc	\$411.25		
	Invoice		Date	Description		Amount			
	1010051		02/18/2020	january 2020 mobile pay parking		\$411.25			
28897	02/24/2020	Open			Accounts Payable	Priority Print	\$545.25		
	Invoice		Date	Description		Amount			
	20192059		02/18/2020	holiday celebration banners, posters, flyers		\$271.25			
	20192143		02/18/2020	holiday celebration sponsor banners		\$234.50			
	20200141		02/18/2020	business cards - trudeau		\$39.50			
28898	02/24/2020	Open			Accounts Payable	ProxIT Technology Solutions	\$6,991.56		
	Invoice		Date	Description		Amount			
	20929		02/18/2020	january 2020 it services		\$5,034.75			
	20958		02/18/2020	laptop, docking station, monitor		\$1,956.81			
28899	02/24/2020	Open			Accounts Payable	Sam's Club	\$35.70		
	Invoice		Date	Description		Amount			
	002897		02/18/2020	water, coffee		\$35.70			
28900	02/24/2020	Open			Accounts Payable	Shorewood Home & Auto Inc	\$185.37		
	Invoice		Date	Description		Amount			
	03-164382		02/18/2020	jdc detent kit		\$185.37			
28901	02/24/2020	Open			Accounts Payable	Sports Kids Inc	\$1,356.60		
	Invoice		Date	Description		Amount			
	368845		02/18/2020	fall sessions 2019		\$1,356.60			
28902	02/24/2020	Open			Accounts Payable	Suburban Laboratories, Inc.	\$1,050.00		
	Invoice		Date	Description		Amount			
	173352		02/18/2020	coliform presence-absence for IEPA		\$250.00			
	169678		02/18/2020	coliform presence-absence for IEPA		\$250.00			
	166873		02/18/2020	coliform presence-absence for IEPA		\$250.00			
	170787		02/18/2020	coliform presence-absence for IEPA		\$300.00			

# Corporate Warrant - 02/24/20

From Payment Date: 2/11/2020 - To Payment Date: 2/24/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28903	02/24/2020	Open			Accounts Payable	Suburban Truck Parts	\$951.05		
	Invoice		Date	Description		Amount			
	86537		02/18/2020	dust shield, exciter ring		\$204.35			
	86539		02/18/2020	drive axle wheel seal		\$42.56			
	86255		02/18/2020	cap nut, brake drum/kit, taper cone, rear hub sub-assy		\$704.14			
28904	02/24/2020	Open			Accounts Payable	Third Millennium Associates, Inc	\$797.48		
	Invoice		Date	Description		Amount			
	24340		02/18/2020	december 2019 lockbox		\$797.48			
28905	02/24/2020	Open			Accounts Payable	Unifirst Corporation	\$1,398.18		
	Invoice		Date	Description		Amount			
	081 1456222		02/18/2020	laundry service		\$238.47			
	061 1265711		02/18/2020	Village Hall Mats		\$218.34			
	061 1265712		02/18/2020	Metra Station Mats		\$52.45			
	061 1264035		02/18/2020	Public Works Mats		\$52.83			
	081 1454373		02/18/2020	laundry service		\$248.56			
	061 1264036		02/18/2020	Village Hall Mats		\$218.35			
	061 1264037		02/18/2020	Metra Station Mats		\$51.89			
	061 1265710		02/18/2020	Public Works Mats		\$53.25			
	081 1452496		02/18/2020	laundry service		\$264.04			
28906	02/24/2020	Open			Accounts Payable	Unique Plumbing Inc.	\$7,048.75		
	Invoice		Date	Description		Amount			
	20200127		02/18/2020	repair leak		\$7,048.75			
28907	02/24/2020	Open			Accounts Payable	Verizon Wireless	\$3,114.70		
	Invoice		Date	Description		Amount			
	9846988705		02/18/2020	Acct #742014313-00001 trustee ipads		\$163.40			
	9847185237		02/18/2020	Acct #685033343-00001 cell phones		\$2,871.22			
	9847185238		02/18/2020	Acct #685033343-00006, DCUs		\$80.08			
28908	02/24/2020	Open			Accounts Payable	Vermont Systems, Inc	\$3,460.36		
	Invoice		Date	Description		Amount			
	64526		02/18/2020	annual maintenance 1/1/20-12/31/20		\$3,460.36			
28909	02/24/2020	Open			Accounts Payable	Wednesday Journal	\$800.00		
	Invoice		Date	Description		Amount			
	42598-R		02/18/2020	holiday thank you ad		\$400.00			
	42411-R		02/18/2020	holiday stroll full page color		\$400.00			
28910	02/24/2020	Open			Accounts Payable	Wentworth Tire Service	\$2,241.12		
	Invoice		Date	Description		Amount			
	40036352		02/18/2020	tire disposal		\$88.00			
	40036359		02/18/2020	tires		\$2,153.12			
28911	02/24/2020	Open			Accounts Payable	West Central Municipal Conference	\$2,500.62		
	Invoice		Date	Description		Amount			
	0009619-IN		02/18/2020	EAP for 2020		\$2,500.62			
28912	02/24/2020	Open			Accounts Payable	Wholesale Direct Inc.	\$519.38		
	Invoice		Date	Description		Amount			
	000243640		02/18/2020	rear camera system, rear camera, camera cable		\$519.38			

# Corporate Warrant - 02/24/20

From Payment Date: 2/11/2020 - To Payment Date: 2/24/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28913	02/24/2020	Open			Accounts Payable	Picton, Kelly	\$90.18		
	Invoice		Date	Description		Amount			
	021120		02/19/2020	reimbursement for craft supplies, holiday gift book		\$90.18			
28914	02/24/2020	Open			Accounts Payable	Law Offices of John L Fioti	\$875.00		
	Invoice		Date	Description		Amount			
	BF 02-20		02/19/2020	february 2020 adjudication		\$875.00			
28915	02/24/2020	Open			Accounts Payable	Visa	\$560.49		
	Invoice		Date	Description		Amount			
	2020-00000181		02/19/2020	recreation acct *2462		\$560.49			
28916	02/24/2020	Open			Accounts Payable	Suburban Laminating LLC	\$1,065.00		
	Invoice		Date	Description		Amount			
	VB020320PT		02/19/2020	counter for front desk area		\$1,065.00			
28917	02/24/2020	Open			Accounts Payable	Anderson Pump Service	\$1,857.67		
	Invoice		Date	Description		Amount			
	020720		02/19/2020	hydrant meter deposit less water usage		\$1,857.67			
28918	02/24/2020	Open			Accounts Payable	Holton, Lori, Kathryn	\$50.00		
	Invoice		Date	Description		Amount			
	021020		02/19/2020	found not liable for ticket		\$50.00			
28919	02/24/2020	Open			Accounts Payable	Carreon, Anibal	\$175.00		
	Invoice		Date	Description		Amount			
	RT10373		02/19/2020	days off school camp		\$175.00			
28920	02/24/2020	Open			Accounts Payable	Connett-Schreiber, Jenefer	\$188.00		
	Invoice		Date	Description		Amount			
	RT10371		02/19/2020	days off school camp		\$188.00			
28921	02/24/2020	Open			Accounts Payable	Gardner, Shannon	\$70.00		
	Invoice		Date	Description		Amount			
	RT10370		02/19/2020	days off school camp		\$70.00			
28922	02/24/2020	Open			Accounts Payable	Gutfeld, Angelica	\$38.00		
	Invoice		Date	Description		Amount			
	RT10240		02/19/2020	multi-sport mania		\$38.00			
28923	02/24/2020	Open			Accounts Payable	Marin, Wilfredo	\$140.00		
	Invoice		Date	Description		Amount			
	RT10368		02/19/2020	days off school camp		\$140.00			
28924	02/24/2020	Open			Accounts Payable	McIntyre, Kristina	\$315.00		
	Invoice		Date	Description		Amount			
	RT10369		02/19/2020	days off school camp		\$315.00			
28925	02/24/2020	Open			Accounts Payable	Schauer, Becky	\$190.00		
	Invoice		Date	Description		Amount			
	RT10372		02/19/2020	days off school camp		\$190.00			
Type Check Totals:					104 Transactions		\$650,038.04		
<u>EFT</u>									
862	02/21/2020	Open			Accounts Payable	Village of Brookfield	\$357,456.96		
	Invoice		Date	Description		Amount			
	2020-00000177		02/21/2020	salaries		\$357,456.96			

# Corporate Warrant - 02/24/20

From Payment Date: 2/11/2020 - To Payment Date: 2/24/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
863	02/21/2020	Open			Accounts Payable	Village of Brookfield	\$12,663.52		
	Invoice		Date	Description			Amount		
	2020-00000178		02/21/2020	FICA/Medicare			\$12,663.52		
864	02/21/2020	Open			Accounts Payable	Village of Brookfield	\$851.40		
	Invoice		Date	Description			Amount		
	2020-00000179		02/21/2020	SUI			\$851.40		
865	02/21/2020	Open			Accounts Payable	Village of Brookfield	\$738.77		
	Invoice		Date	Description			Amount		
	2020-00000180		02/21/2020	Paycom processing fees			\$738.77		

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

4 Transactions

\$371,710.65

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$650,038.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>104</b>	<b>\$650,038.04</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$371,710.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>4</b>	<b>\$371,710.65</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$1,021,748.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>108</b>	<b>\$1,021,748.69</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$650,038.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>104</b>	<b>\$650,038.04</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$371,710.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>4</b>	<b>\$371,710.65</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$1,021,748.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>108</b>	<b>\$1,021,748.69</b>	<b>\$0.00</b>

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, FEBRUARY 10, 2020  
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  
Village Attorney Richard Ramello  
Rec Director Stevie Ferrari  
Finance Director Doug Cooper  
CD Director Ross Klicker  
Village Planner Elyse Vukelich  
Public Works Director Carl Muell  
Police Chief Edward Petrak  
Deputy Police Chief Michael Kuruvilla  
Interim Fire Chief Brian Baldwin

On Monday, February 10, 2020 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**

Louis Kucera – Police Pension Board term to expire on 4/30/2022

Motion by Trustee LeClere, seconded by Trustee Garvey to appoint Louis Kucera to the Police Pension Board for a term to expire 4/30/2022. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

Jennifer Poltrock – Police Pension Board term to expire 4/30/2022

Motion by Trustee Garvey, seconded by Trustee Gilhooley to appoint Jennifer Poltrock to the Police Pension Board for a term to expire 4/30/2022. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

Susan Rohner – Conservation Commission term to expire 4/30/2023

Motion by Trustee Kaluzny, seconded by Trustee LeClere to appoint Susan Rohner to the Conservation Commission for a term to expire 4/30/2023. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

**PUBLIC COMMENT**

None

**REPORTS OF SPECIAL COMMITTEES**

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

Trustee Cote, made a motion to approve Corporate Warrant dated February 10, 2020 in the amount of \$1,185,672.50, seconded by Trustee Garvey. Upon roll call the motion carried as follows: Ayes: 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**

Trustee Conroy requested that Item 2 Approval of Ordinance 2020-22 Creating a Class 14 Brew Pub Liquor License and Item 3 Approval of Ordinance 2020-23 Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 14 Liquor License – Imperial Oak Brewing, 9526 W. Ogden. These items will be considered at the beginning of Regular Business.

Trustee Garvey made a motion, seconded by Trustee LeClere to Approve the Omnibus Agenda of the January 27, 2020 Village Board Meeting as Amended.

Approval of Minutes: Village Board Meeting January 27, 2020, Committee of the Whole Meeting January 27, 2020

Approval of Ordinance 2020-24 and Ordinance 2020-25 Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 7 and 7A Liquor Licenses – SSA Group, LLC, 8400 W. 31<sup>st</sup> Street

Approval of Ordinance 2020-26 Authorizing the Purchase of Self-Contained Breathing Apparatus for the Fire Department

Approval of Resolution 2020-04R to Enter into an Agreement for the Furnishings of Professional Design Engineering Services for the 2020 Burlington Avenue Phase 1 Project Development Report with Edwin Hancock Engineering Company

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 Ordinance 2020-22 Creating a Class 14 Brew Pub Liquor License

Motion by Trustee Cote, seconded by Trustee Kaluzny to approve Ordinance 2020-22. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

Consideration of Ordinance 2020-23 Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 14 Liquor Licenses – Imperial Oak Brewing, 9526 W. Ogden

Motion by Trustee Garvey, seconded by Trustee Kaluzny to approve Ordinance 2020-23. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

Consideration of Ordinance 2020-27 Amending Chapter 26, Chapter 36 and Chapter 54 of the Village Code Concerning the Possession, Use and Sale of Cannabis and Tobacco Products and Creating a New Text Amendment Ordinance Related to Adults Contributing to the Delinquency of a Minor

Motion by Trustee Garvey, seconded by Trustee Kaluzny to approve Resolution 2020-02R. 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**

Manager Wiberg provided an update on a construction project at 3708 Grand Avenue. This mixed-use project, which has already come before the Board, is going from a mix of one- and two-bedroom units to only one bedroom units. The footprint of the building is not changing.

## **ADJOURN REGULAR VILLAGE BOAR MEETING**

Motion by Trustee Gilhooley, seconded by Trustee Garvey to adjourn the Regular Village Board Meeting of February 10, 2020 at 6:56 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

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Brigid Weber  
Village Clerk

/kla

**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, FEBRUARY 10, 2020  
IN THE BROOKFIELD MUNICIPAL BUILDING**

---

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

**MEMBERS ABSENT:** None.

**ALSO PRESENT:** Village Manager Timothy C. Wiberg  
Assistant Village Manager George Issakoo  
Parks and Recreation Director Stevie Ferrari  
Village Attorney Richard Ramello  
Finance Director Doug Cooper  
CD Director Ross Klicker  
Village Planner Elyse Vukelich  
Police Chief Edward Petrak  
Deputy Police Chief Michael Kuruvilla  
PW Director Carl Muell  
Interim Fire Chief Brian Baldwin

President Ketchmark called the Committee of the Whole Meeting of January 27, 2020 to order at 6:56 P.M.

**Discussion Concerning a Request for a Special Use Permit to Allow a Day Care Center at 9109 Ogden Avenue**

Village Planner Elyse Vukelich presented information regarding the application for a Special Use permit at 9109 Ogden from Let's Play Daycare. The expressed concern about the traffic flow and possible back ups during drop off times. There is also concern about the parking available for drop off times. The petitioners answered questions from the Village Board about their concerns. The Village Board agreed with staff recommendation as well as the recommendations provided by the Planning and Zoning Board. This item will be placed on the February 24 Village Board meeting agenda.

**Discussion Concerning a Requested Lot Coverage Variation for 3518 Oak Avenue**

Village Planner Elyse Vukelich presented information regarding the application for a lot coverage variation. This would be the fourth variance requested for this property. The applicator requested a 43.3% lot coverage variation, the Planning and Zoning Board approved the variation with the recommendation the lot coverage be limited to 37%. The Village Board concurred with the Planning and Zoning Board to approve a 37% variation. This item will be placed on the February 24 Village Board meeting agenda.

**Discussion Concerning a Potential Redesign of the Village Logo**

Parks and Recreation Director Stevie Ferrari presented the proposed redesigned Village logo. The Board recommended that if it is decided to pursue a redesign of the Village logo than input from community stakeholders should be sought.

**Discussion Concerning the Creation of a New Public Safety Twitter Account**

Assistant Village Manager George Issakoo and Police Chief Edward Petrak presented information regarding the creation of a Public Safety Twitter account. The Board recommended the creation of the Public Safety Twitter account to be utilized by the Village Manager's Office and Police Department.

**Discussion Concerning a Recommendation to Increase the Number of Brookfielder Editions Published Annually**

Assistant Village Manager George Issakoo presented information regarding a proposed increase in the number of Brookfielder publications. The Board recommended that staff move forward with the increase to 4 Brookfielder publications in a year.

**PUBLIC COMMENT**

None

**Executive Session- Section 2(c)(2) Collective Bargaining Matters**

Motion made by Trustee Kaluzny, seconded by Trustee Cote to enter into Executive Session pursuant to Section 2(c)(2) of the Open Meetings Act to discuss Collective Bargaining Matters at 8:42 pm. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

The Committee of the Whole reconvened in Open Session at 9:16 pm. Upon roll call, those in attendance were: President Ketchmark and Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere.

**ADJOURNMENT**

Motion by Trustee Gilhooley, seconded by Trustee Garvey to adjourn the Committee of the Whole meeting of February 10, 2020 at 9:17 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

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Brigid Weber  
Village Clerk

/kla



## Request For Board Action

**REFERRED TO BOARD:** February 24, 2020

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Relating to a Retirement Healthcare Funding Plan

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Currently, members of the IAFF Local 4828 Bargaining Unit, Fire Captains, Deputy Police Chief, Police Lieutenants, Police Sergeants and Patrol Officers deposit funds into the Illinois Public Pension Fund Association (IPPFA) Retirement Healthcare Funding Plan. This plan has previously been referred to as Voluntary Employees' Beneficiary Association (VEBA). Since the last amendment, IPPFA has updated the name for this fund to Retirement Healthcare Funding Plan (RHFP). RHFP has a Schedule of Contributions which breaks down the groups listed above into classifications; these classifications determine the percentage of funds to be deposited by the individual into the RHFP. The RHFP requires participation from 100% of the membership from each class. To continue 100% voluntary participation, it is important to make the classification requirements such that members are financially able to make the required contribution amounts. In the time of this Fund, five amendments to classifications have been made previously to support these efforts. This resolution is intended to approve a sixth amendment to make changes to the Police Lieutenants Classification. The change will split the Lieutenant Classification into two divisions. One for those promoted between 5/22/2011 to 12/31/2015 and the other for those promoted after 12/31/2015. The divisions differ in the percentage amounts taken from paychecks and the percentage to be deposited from the employee's payout. This proposed amendment is a result of a request from the membership of the Police Lieutenants Classification.

**FINANCIAL IMPACT:**

None, employee contribution.

**DOCUMENTS ATTACHED:**

[Resolution 2020-05R](#)

**RECOMMENDED MOTION:**

Review and Approve Resolution

RESOLUTION 2020-05R

**A RESOLUTION OF THE VILLAGE OF BROOKFIELD  
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 24<sup>th</sup> DAY OF FEBRUARY 2020

RESOLUTION 2020-05R

**A RESOLUTION OF THE VILLAGE OF BROOKFIELD  
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN**

**WHEREAS**, the Village of Brookfield (the “Village”) is an Illinois municipal corporation and is a member of the Illinois Public Pension Fund Association (“IPPFA”);

**WHEREAS**, the IPPFA has created a Retirement Healthcare Funding Plan (the “Plan”) for the use of its member jurisdictions and offers the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries;

**WHEREAS**, the IPPFA has created for execution a Health and Welfare Document and the corresponding Specifications;

**WHEREAS**, the IPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement (the “Services Agreement”), pursuant to which Transamerica Retirement Solutions (the “Service Agent”) has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement;

**WHEREAS**, the Village has employees rendering valuable services to the Village and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the Village who are subject to a Collective Bargaining Agreement with the Village (as specified in Schedule

A of the Adoption Agreement) that requires inclusion in the Plan or have been designated as a covered class by the employer (as specified in Schedule A of the Adoption Agreement), in order to allow such employees to provide for their retirement security and to serve the interest of the Village in attracting and retaining competent personnel;

**WHEREAS**, the Village has adopted the Health and Welfare Document, the corresponding Trust Agreement and the corresponding Specifications, which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

**WHEREAS**, the corporate authorities have reviewed the Plan documents including, the investment media via prospectus, and have found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Village and its employees who participate in the Plan;

**WHEREAS**, the corporate authorities have been requested to amend Exhibit A of the Health and Welfare document, entitled the "Schedule of Contributions," in order to amend the contribution for police lieutenants; and

**WHEREAS**, the Village is empowered by the laws, rules and regulations of State of Illinois to take on its behalf the actions contemplated by this Resolution;

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

**Section 1:** Exhibit A of the Health and Welfare Document regarding the Village of Brookfield Retirement Healthcare Funding Plan is hereby amended by adopting Exhibit A attached hereto, entitled "Schedule of Contributions Amendment 6."

**Section 2:** This Resolution shall be in full force and effect upon its adoption, as provided by law.

**ADOPTED** this 24<sup>th</sup> day of February, 2020, pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of February 2020.

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

ATTESTED and filed in my office,  
this 24<sup>th</sup> day of February 2020.

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

EXHIBIT A  
SCHEDULE OF CONTRIBUTIONS  
Amendment 6

The Village of Brookfield VEMA Plan schedule is as follows:

Class 1: All Covered Members of the IAFF Local 4828 Bargaining Unit and Fire Captains

IAFF Local 4828 bargaining unit members and Fire Captains who earn in excess of 1383 hours of sick leave shall have mandatorily deferred into the Plan a sum equal to sixty percent (60%) of the member's hourly rate for such sick leave at the end of the month in which it was earned.

Class 2: Deputy Police Chief Retired Prior to December 31, 2008

Upon separation of employment with the Village, all vacation time will mandatorily be deposited into the Plan.

Class 3: Police Lieutenants

- Lieutenants promoted between 5/22/2011 to 12/31/2015 will contribute the following compensation into the Plan:
  - 10% of Pay;
  - 75% of the payout of accumulated sick and vacation time at separation of service will mandatorily be deposited into the Plan.
- Lieutenants promoted after 12/31/2015
  - 2% of pay for first 6 years after promotion;
  - 3% of pay thereafter;
  - 100% of the payout of accumulated sick and vacation time at separation of service will mandatorily be deposited into the Plan.

Class 4: Police Sergeants as of January 1, 2013

Upon separation of employment with the Village, 100% of the payout of accumulated sick, vacation, personal, and compensatory time will mandatorily be deposited into the Plan.

Class 5: Patrol Officers as of July 1, 2017

Upon separation of employment with the Village, 100% of the payout of accumulated sick time will mandatorily be deposited into the Plan.

Amendment date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



## Request For Board

REFERRED TO BOARD: February 24, 2020

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development Department

SUBJECT: Approval of a Resolution to Approve an Agreement with the Hitchcock Design Group for Improvements to the Congress Park Metra Station Project in the Amount of \$36,375

### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In March of 2019, the Village applied for a Community Development Block Grant (CDBG) for improvements to the Congress Park Metra Station. The Village had previously worked on a concept plan, designed by Hitchcock Design Group, that showed potential improvements to the train station consisting of tunnel and shelter improvements, a paved plaza area outside the station, and additional parking.

The Village was awarded a grant in August of 2019. The award amount was \$150,000. The project's scope was narrowed based on the award amount as well as the fact that BNSF plans to replace the retaining wall outside the station in 2020. The scope now includes the creation of a new parking area on the west side of Dubois Avenue, and cosmetic improvements to the tunnel and shelter. The plaza improvements that were included in the original concept plan will be pursued at a later date after the retaining wall is completed.

The total cost of this 2020 phase of the project is \$341,896. Due to CDBG requirements, all work needs to be completed in 2020. Construction is expected to commence in June 2020 with completion in September 2020.

This Resolution is to approve an agreement with Hitchcock Design Group for the design of the project.

### 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. [Professional Services Agreement with Hitchcock Design Group](#)

**RECOMMENDED MOTION:**

A motion would be in order to adopt a Resolution to approve an Agreement with Hitchcock Design Group for the Congress Park Metra Station Improvements

RESOLUTION 2020-06R

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND HITCHCOCK DESIGN, INC. FOR THE FURNISHING OF PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 24<sup>TH</sup> DAY OF FEBRUARY 2020

RESOLUTION 2020-06R

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND HITCHCOCK DESIGN, INC. FOR THE FURNISHING OF PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION**

**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 interest 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 trustees 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 landscape architectural services for the Congress Park Metra Station Phase I Improvements Project (the “Project”) for design and construction administration;

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Hitchcock Design, Inc., doing business as Hitchcock Design Group, has received a proposal from Hitchcock Design, Inc., doing business as Hitchcock Design Group, to provide professional landscape architectural services for the Project and has negotiated a satisfactory agreement for the furnishing of professional design and construction administration services for the Project in an amount not to exceed Thirty-six Thousand Three Hundred Seventy-five Dollars (\$36,375.00), plus reimbursement for project site, delivery and reproduction expenses not to exceed Five Hundred Dollars (\$500.00) 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 an Agreement by and between the Village of Brookfield, Illinois, and Hitchcock Design, Inc. for the furnishing of Professional Landscape Architectural Services for the Congress Park Metra Station Phase I Improvements Project (the “Agreement”) for design and construction administration of 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 the Agreement. The form, terms and provisions of the Agreement and the separate exhibits thereto as provided in the Agreement are hereby approved in substantially the form attached hereto as Exhibit “A,” with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval.

**Section 3:** The Village Manager shall cause to be delivered to Hitchcock Design, Inc. a sufficient number of copies of the Agreement for execution by Hitchcock Design, Inc. Provided that Hitchcock Design, Inc. returns the Agreement to the Village within ten (10) days of the receipt of the Agreement properly executed by it, along with the proper evidence of insurance, then the Village President is authorized to execute and the Village Clerk to attest the Agreement. The officials, officers, employees and

agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

**Section 4:** This resolution shall take effect upon its passage by two-thirds of the of the trustees of the Village and approval in pamphlet form.

**ADOPTED** this 24<sup>th</sup> day of February 2020 pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of February 2020.

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

ATTESTED and filed in my office,  
this 24<sup>th</sup> day of February 2020.

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

**Exhibit “A”**

**AGREEMENT**  
by and between the  
**VILLAGE OF BROOKFIELD, ILLINOIS,**  
and  
**HITCHCOCK DESIGN, INC.**  
for the furnishing of  
**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES**  
for the  
**CONGRESS PARK METRA STATION**  
**PHASE I IMPROVEMENTS PROJECT**  
for  
**DESIGN AND CONSTRUCTION ADMINISTRATION**

**AGREEMENT**  
by and between the  
**VILLAGE OF BROOKFIELD, ILLINOIS,**  
and  
**HITCHCOCK DESIGN, INC.**  
for the furnishing of  
**PROFESSIONAL LANDSCAPE ARCHITECTURAL**  
**SERVICES**  
for the  
**CONGRESS PARK METRA STATION**  
**PHASE I IMPROVEMENTS PROJECT**  
for  
**DESIGN AND CONSTRUCTION ADMINISTRATION**

**AGREEMENT**  
**by and between the**  
**VILLAGE OF BROOKFIELD, ILLINOIS,**  
**and**  
**HITCHCOCK DESIGN, INC.**  
**for the furnishing of**  
**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES**  
**for the**  
**CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT**  
**For**  
**DESIGN AND CONSTRUCTION ADMINISTRATION**

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This agreement, hereinafter referred to as the “Agreement,” made and entered into by and between the Village of Brookfield, Illinois, an Illinois municipal corporation, hereinafter referred to as the “Village,” and Hitchcock Design, Inc., an Illinois corporation, doing business as Hitchcock Design Group, located at 22 East Chicago Avenue, Suite 200A, Naperville, Illinois 60540, hereinafter referred to as the “Landscape Architect,” for professional landscape architectural services for the Congress Park Metra Station Phase I Improvements including, but not limited to, preparation of design and construction documents for pedestrian paving, curb, crosswalk, parking, landscape, and shelter improvements as shown in Exhibit “A,” hereinafter referred to as the “Project,” in Brookfield, Illinois.

In consideration of these premises and of the mutual covenants herein set forth, the Landscape Architect agrees as follows:

**1. Scope of Services.** The Landscape Architect shall perform the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as the “Services”):

**1.01 Final Design Services.**

**1.01.01. Design Development (Pre-Final Documents) Phase.**

**1.01.01.01. Objective:** The objective of this phase is to reach consensus with the Village on the final design, probable construction cost, and implementation strategy for the improvements and obtain construction permits from the appropriate jurisdictional agencies.

**1.01.01.02. Process:** Following the Village’s approval of the Concept Plan, the Landscape Architect shall:

**1.01.01.02.01.** Finalize the design in digital AutoCAD format including:

**1.01.01.02.01.01.** Prepare a Boundary and Topographic Survey (prepared by a qualified professional land surveyor), establishing horizontal and vertical ground control for use in developing permit and construction documents.

**1.01.01.02.01.02.** Prepare design development documents illustrating the final size, horizontal and vertical geometry, structure, materials and finishes, as appropriate, for the proposed improvements including:

**1.01.01.02.01.02.01.** Parking area.

**1.01.01.02.01.02.02.** Sidewalks.

**1.01.01.02.01.02.03.** Landscape.

**1.01.01.02.01.02.04.** Tunnel and shelter light fixtures (fixture replacement only – no electrical system modifications included).

**1.01.01.02.01.02.05.** Shelter glass replacement, roofing (basis of design only – no structural or utility modifications included).

**1.01.01.02.01.02.06.** Handrails and guardrails.

**1.01.01.02.01.02.07.** Coordinate storm sewer adjustment (Hancock will complete the work directly for the Village).

**1.01.01.02.01.03.** Collect and review Product Data and Material Samples.

**1.01.01.02.01.04.** Prepare outline Specifications, including the products, materials and finishes of each component or system.

**1.01.01.02.01.05.** Prepare a summary of quantities and updated Construction Cost Opinion. (A preliminary estimate of the Construction Cost Opinion is attached as Exhibit “K.”)

**1.01.01.02.01.06.** (Meeting #1) Review the Design Development documents with Village representatives (60% review).

**1.01.01.02.02.** Prepare and submit permit documents for Village’s Community Development and Public Works Department’s review.

**1.01.01.02.03.** Prepare and submit permit documents to the Burlington Northern Santa Fe (BNSF) railroad and other regulatory agencies having jurisdiction over the project.

**1.01.01.02.04.** Make one (1) set of authorized revisions to the appropriate permit documents and resubmit to the respective regulatory agencies having jurisdiction over the project.

**1.01.01.02.05.** Obtain permits from the respective regulatory agencies having jurisdiction over the project.

**1.01.01.03.** Deliverables: On or before the completion date for this phase, the Landscape Architect shall deliver to the Village the construction permits from the appropriate jurisdictional agencies, the Design Development Documents, Product Data and Material Samples, Outline Specifications and a Construction Cost Opinion.

**1.01.02. Construction Documents (Final Documents) Phase.**

**1.01.02.01.** Objective: The objective of this phase is to produce the final Construction Drawings and Project Specifications that will be used by others to bid and construct the specified improvements.

**1.01.02.02.** Process: Following the Village's approval of the Design Development documents, the Landscape Architect shall:

**1.01.02.02.01.** Prepare the construction documents including:

**1.01.02.02.01.01.** Digital construction drawings including:

**1.01.02.02.01.01.01.** Cover sheet, project identification and general information;

**1.01.02.02.01.01.02.** Notes, index and standards plan;

**1.01.02.02.02.01.03.** Existing conditions and removals plan;

**1.01.02.02.02.01.04.** Grading plan;

**1.01.02.02.02.01.05.** Geometric layout and materials plan;

**1.01.02.02.02.01.06.** Planting plan;

**1.01.02.02.02.01.07.** Lighting (light fixture replacement only – no electrical engineering included);

**1.01.02.02.02.01.08.** Shelter improvements (basis of design only – no structural, systems, or utility work included); and

**1.01.02.02.02.01.09.** Construction details

**1.01.02.02.02.02.** Written Project Specifications, including, but not limited to:

**1.01.02.02.02.02.01.** General and Supplementary Conditions;

**1.01.02.02.02.02.02.** Burlington Northern Santa Fe (BNSF) railroad and METRA requirements including flagger requirements and costs;

**1.01.02.02.02.02.03.** Community Development Block Grant (CDBG) sections including Notice to Bidders;

**1.01.02.02.02.02.04.** Introductory information;

**1.01.02.02.02.02.05.** Bidding requirements;

**1.01.02.02.02.02.06.** Contracting requirements;

**1.01.02.02.02.02.07.** General requirements; and

**1.01.02.02.02.02.08.** Technical specifications

**1.01.02.02.02.03.** Product data.

**1.01.02.02.03.** Prepare the Project Manual containing the bidding documents and contract documents for the Project prepared in conformance with the format of the Construction Specification Institute for review and approval by the Village and the Village Attorney, to include, but not limited to, the following:

**1.01.02.02.03.01.** Notice to Bidders and Invitation for Bids generally in the format attached hereto as Exhibit “B”, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.02.** Instructions for Bidders generally in the format attached hereto as Exhibit “C” ”, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.03.** General Conditions generally in the format attached hereto as Exhibit “D” ”, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.04.** Detailed specifications;

**1.01.02.02.03.05.** Proposal Form generally in the format attached hereto as Exhibit “E” ”, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.06.** Bid Bond generally in the format attached hereto as Exhibit “F” ”, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.07.** Contract Form generally in the format attached hereto as Exhibit “G””, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

**1.01.02.02.03.08.** Contract Bond generally in the format attached hereto as Exhibit “H””, attached to this Agreement for the Landscape Architect’s use and inclusion in the Project Manual and not to impose any other obligations on Landscape Architect;

in a form suitable for public bidding of contracts in conformance with Illinois law and the Code of Ordinances, Village of Brookfield, Illinois.

**1.01.02.02.04.** Legibly sign and seal the bidding documents with the date signed and license expiration date of the Landscape Architect and/or professional engineer responsible for the document or under whose supervision the document was prepared as follows:

**1.01.02.02.04.01.** The date signed shall be the date the documents are finalized for printing and the Landscape Architect seals and signs the documents.

**1.01.02.02.04.02.** The Landscape Architect’s license expiration date must be later than the date the documents are signed (e.g., license must be current when signing documents).

**1.01.02.02.05.** Seal the cover sheet and each sheet of the drawings in the manner prescribed above. All disciplines must seal the cover sheet.

**1.01.02.02.06.** Seal the project manuals by the design professional responsible for the overall coordination of the Project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover or on a separate sheet immediately following the table of contents.

**1.01.02.02.07.** RESERVED.

**1.01.02.02.08.** The Project Manual shall be prepared as follows:

**1.01.02.02.08.01.** Specifications shall be written as directions to the contractor.

**1.01.02.02.08.02.** Written product specifications shall be included in the Project Manual and shall not be duplicated on the drawings.

**1.01.02.02.08.03.** All material specifications shall be

included in the Project Manual.

**1.01.02.02.08.04.** Use the Construction Specifications Institute's (CSI) Master Format for specification titles and numbers.

**1.01.02.02.09.** All bidding documents require the approval of the Village prior to the Landscape Architect's printing and distributing documents to the public. Upon approval, the Landscape Architect shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.

**1.01.02.02.10.** The contracts shall be advertised at least fourteen (14) calendar days before the bid opening.

**1.01.02.02.11.** The reproduction and distribution of bidding documents is the responsibility of the Landscape Architect.

**1.01.02.02.12.** Shall distribute bid documents to all interested bidders.

**1.01.02.02.13.** The following individuals and offices shall receive the bidding documents.

**1.01.02.02.13.01.** Dodge Plan Rooms. The Landscape Architect shall send one complete set of bidding documents to the F.W. Dodge Corporation Plan Room in Chicago, Illinois.

**1.01.02.02.13.02.** Online Plan Rooms. The Landscape Architect shall send one complete set of bidding documents to an online plan room approved by the Village.

**1.01.02.02.13.03.** Village Website. The Landscape Architect shall provide one complete set of bidding documents to be posted on the Village's website.

**1.01.02.02.13.04.** Village Offices. Bidding documents shall be distributed at the time of public distribution to various Village personnel and sections as listed below:

**1.01.02.02.13.04.01** Village Manager – two (2) sets of bidding documents.

**1.01.02.02.13.04.02** Public Works and Services Department - two (2) sets of bidding documents.

**1.01.02.02.13.04.03** Building Department - two (2) sets of bidding documents.

**1.01.02.02.13.05.** Contractors. Contractors who have been previously approved as capable and conscientious by the Village and the Landscape Architect

**1.01.02.02.14.** Submit the list of Project Manual holders, including addresses and telephone numbers, to the Village Manager and the Director of the Public Works and Services Department on the day bids are to be received.

**1.01.02.02.15.** Respond to all questions, written or verbal response, concerning the Project that are submitted to the Landscape Architect.

**1.01.02.02.16.** Prepare a summary of estimated quantities and update the construction cost opinion.

**1.01.02.02.17.** Review the construction documents with the Village for review and approval to use with permit and bid documents.

**1.01.02.03.** Deliverables: On or before the completion date for this phase, the Landscape Architect shall deliver to the Village the Construction documents, an updated construction cost opinion and the project schedule.

### **1.01.03. Bidding Phase.**

**1.01.03.01.** Objective: The objective of this phase is to help the Village select a qualified contractor to construct the improvements.

**1.01.03.02.** Process: Following approval of the Construction Documentation, the Landscape Architect shall:

**1.01.03.02.01.** Prepare and submit a Contractor Invitation List identifying reputable contractors for the Village's review and consideration.

**1.01.03.02.02.** Help the Village staff coordinate Construction Document and Bid Document printing and help the Village staff advertise and coordinate the bid letting..

**1.01.03.02.03.** Following permit approval, place bidding documents in online digital plan room for bidding distribution and management.

**1.01.03.02.04.** Assist the Village in preparing a legal notice for publication and recommend reputable contractors for the Village's consideration, and if applicable, send personal invitations to contractors.

**1.01.03.02.05.** RESERVED

**1.01.03.02.07.** RESERVED

**1.01.03.02.08.** Perform reference checks for the apparent low bidder's references if needed and issue a bid results summary letter.

**1.01.03.02.09.** Prepare and provide a bid tabulation to all parties that require the information. The Landscape Architect shall provide the Village with one copy of the preliminary bid tabulation

at the bid opening. The Landscape Architect shall electronically mail the final bid tabulation to the Village.

**1.01.03.02.10.** Provide assistance to the Village to identify the apparent successful bidder or bidders as follows:

**1.01.03.02.10.01.** Review any proposed product substitutions submitted and provide the Village with a written recommendation to accept or reject the proposed substitution.

**1.01.03.02.10.02.** Review all unit prices submitted and provide written recommendation or rejection.

**1.01.03.02.10.03.** Review bids submitted that fail to acknowledge all addenda issued and attest that, in the Landscape Architect's opinion, the addenda not acknowledged are, or are not, material matters related to that particular bidder.

**1.01.03.02.10.04.** Review bids submitted that contain additional verbiage applied by the bidder and attest whether, in the Landscape Architect's opinion, the additional verbiage does or does not constitute a qualifying statement.

**1.01.03.02.10.05.** When lowest bid received differs substantially from all other bids received, contact the low bidder, review the bid as it pertains to the requirements of the project and report the findings to the Village Manager in writing.

**1.01.03.02.10.06.** When single bids are received, provide the Village Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.

**1.01.03.02.10.07.** Review the bids submitted to the Village, check references and issue a letter to the Village recommending the award of the contract based on lowest responsible and responsive bidder.

**1.01.03.02.11.** Assist the Village in notifying the successful bidder of the Village's intent to award a contract by issuance of the Notice of Award.

**1.01.03.02.12.** Not discuss with bidders, news media, etc., any presumption of award until the award is decided by the Village.

**1.01.03.03.** Deliverables: On or before the completion date for this phase, the Landscape Architect shall deliver to the Village the Bidding

documents, legal notice, addenda, bid tabulation, award recommendation letter.

## **1.02 Construction Phase Services.**

### **1.02.01. Construction Administration and Observation.**

**1.02.01.01.** Objective: The objective of this phase is to help the Village finalize and administer the Village's construction contract with the contractor, become familiarized with the progress and quality of the contractor's work and to determine if the work is proceeding in general conformance with the contract documents.

**1.02.01.02.** Process: Following the Village's award of the work to a general contractor, the Landscape Architect shall provide the following construction services until the scheduled final acceptance of the work, or until 60 days after substantial completion of the work, whichever occurs first:

**1.02.01.02.01.** Help the Village prepare the contract documents for the Project.

**1.02.01.02.02.** Issue documents stamped and dated "Issued for Construction" to the contractor. The contractor shall not commence work without the documents stamped and dated "Issued for Construction."

**1.02.01.02.02.01.** Issued-for-Construction documents are bid sets (drawings and specifications) that have been updated by the Landscape Architect to incorporate all addenda issued.

**1.02.01.02.02.02.** The contractor shall receive construction documents in the quantity determined by the Village up to a maximum of six (6) sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.

**1.02.01.02.03.** Following the execution of the Contractor Agreement, conduct a pre-construction meeting with the Village and the contractor. A pre-construction meeting shall be scheduled by the Landscape Architect within fourteen (14) calendar days of the Notice of Award. Attendance is mandatory for the Landscape Architect, the contractor and the Village's representatives. Attendance by subcontractors and Landscape Architect's consultants is encouraged, but not mandatory, unless requested by Village Manager.

**1.02.01.02.03.01.** The agenda, at a minimum, shall consist of a discussion of:

**1.02.01.02.03.01.01.** Construction procedures;

**1.02.01.02.03.01.02.** Pay request application procedures and documentation to be supplied by contractor, subcontractors and material suppliers in support thereof;

**1.02.01.02.03.01.03.** Prevailing Wage Act compliance;

**1.02.01.02.03.01.04.** Emergency response plan;

**1.02.01.02.03.01.05.** Responsibilities to the Village;

**1.02.01.02.03.01.06.** Responsibilities of the Landscape Architect;

**1.02.01.02.03.01.07.** Responsibilities the contractor;

**1.02.01.02.03.01.08.** Responsibilities to the public;

**1.02.01.02.03.01.09.** Inspection start time;

**1.02.01.02.03.01.10.** Inspection schedule; and

**1.02.01.02.03.01.11.** Liquidated damages.

**1.02.01.02.03.02.** The Landscape Architect's on-site observation/ representation shall be discussed as it may pertain to the specific requirements of the Project.

**1.02.01.02.03.03.** The contractor will be advised of the Landscape Architect's critical-work-list items so that it can notify the Landscape Architect to make arrangements for on-site representation.

**1.02.01.02.03.04.** Requirements for the Landscape Architect's field tests specified to be performed shall be discussed.

**1.02.01.02.03.05.** The Landscape Architect will explain requirements for submission of shop drawings, samples and product data.

**1.02.01.02.03.06.** The process for obtaining document interpretations and authority for same shall be delineated.

**1.02.01.02.03.07.** RESERVED

**1.02.01.02.03.08.** The Landscape Architect shall record the names, and the names and addresses of their respective firms, of all persons in attendance. The Landscape Architect shall also record the minutes of the pre-construction meeting, listing all questions and all responses to those questions.

**1.02.01.02.03.09.** Minutes of the meeting shall be issued to the Village, the contractor and all other persons attending the pre-construction meeting.

**1.02.01.02.04.** Consult and advise the Village and act as the Village's representative on the Project for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization as provided in the contract documents and herein. The Landscape Architect shall assist the Village in engaging an independent testing service to provide any required materials testing. The Village's instructions to the contractor may be issued through the Landscape Architect who shall have authority to act on behalf of the Village to the extent provided in this Agreement and the contract documents.

**1.02.01.02.05.** The contractor is responsible for any applicable licensing with the appropriate authorities. The Landscape Architect shall receive and review all applicable licenses prior to that contractor's or tradesman's commencing any work.

**1.02.01.02.05.01.** The Landscape Architect shall not knowingly allow any activity to commence or accept any work installed by a non-licensed firm or tradesman where licensure is required.

**1.02.01.02.05.02.** The Landscape Architect shall also receive and review all certificates called for by the specifications (e.g., welding certificate).

**1.02.01.02.05.03.** The Landscape Architect shall submit a list of all required licenses and certificates with copies of each of the required licenses and certificates attached to the Village.

**1.02.01.02.06.** Furnish the Village with a complete Notice to Proceed to approve and sign and following the approval by the Village, forward the Notice to Proceed to the Contractor authorizing the commencement of construction.

**1.02.01.02.07.** When requested by the Village or a contractor, the Landscape Architect shall provide interpretation of the contract documents. The Landscape Architect shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The Landscape Architect shall provide interpretations of the contract documents within seven (7) calendar days of a request for an interpretation by the contractor.

**1.02.01.02.08.** Prepare recommendations for construction Change Orders, when requested by the Village.

**1.02.01.02.08.01.** Only the Village Manager can authorize the Landscape Architect to prepare a Request for Proposal/Change Order (RFP/CO). When authorized, the Landscape Architect shall prepare an RFP/CO for the proposed change.

**1.02.01.02.08.02.** The Landscape Architect shall prepare each RFP/CO including supplemental drawings and/or specifications to describe fully the change in the work. When requested by the Village Manager, the Landscape Architect shall submit a cover letter to the change order package explaining the need for the contract change.

**1.02.01.02.08.03.** The Landscape Architect shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the Landscape Architect shall obtain such information from the contractors prior to forwarding the change order package to the Village.

**1.02.01.02.08.04.** The Landscape Architect shall recommend the issuance or denial of a change order to the Village. Recommending issuance shall mean that the Landscape Architect has reviewed all quantities, prices and other data in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the contract documents.

**1.02.01.02.08.05.** When applicable, the Landscape Architect shall be responsible for obtaining the signatures of the contractor prior to forwarding the change order package to the Village.

**1.02.01.02.09.** Review and monitor all required submittals and shop drawings, product data and material samples and tests which the contractor is required to submit for timeliness and the limited purpose of determining their conformance with the contract documents, the project schedule, general conformance with the design concept and information contained in the contract documents. The Landscape Architect shall review and respond to submittals within seven (7) calendar days.

**1.02.01.02.09.01.** Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

**1.02.01.02.09.02.** The Landscape Architect shall only review those materials and equipment specified in the

contract documents. The Landscape Architect shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.

**1.02.01.02.09.03.** If, in reviewing the submittal, the Landscape Architect determines that contract changes are required, notify the Village Manager and request approval of the required changes prior to returning the submittal to the contractor.

**1.02.01.02.09.04.** No activity requiring review of submittals shall be commenced without the Landscape Architect's approval. The Landscape Architect shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

**1.02.01.02.10.** Review the contractor's schedule of values to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor's making application for payment. The Landscape Architect and the Village must approve all changes to the contractor's schedule of values subsequent to the initially approved document.

**1.02.01.02.11.** Observe the Work at intervals appropriate to the stage of construction, to become familiarized with the progress and quality of the Contractor's Work and to determine if the Work is proceeding in general conformance with the Contract Documents. Review the Project construction schedule for conformance with the contract requirements. Landscape Architect shall not, however, be responsible for the Contractor's means, methods, techniques, sequences or safety precautions in Contractor's performance of the Contractor's Work.

**1.02.01.02.12.** Assist the Village in resolving claims and disputes.

**1.02.01.02.12.01.** The Landscape Architect shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Village Manager. The Landscape Architect shall enter the claim or dispute into a claims log and provide a current copy of the log to the Village at each monthly progress/pay meeting.

**1.02.01.02.12.02.** The Landscape Architect shall review each claim or dispute, including documentation of any

time, money or other expenditure made in connection with it. The Landscape Architect shall provide a written response, interpretation and recommendation for resolution to the claimant and the Village. The Village shall make a final determination on all disputes unless removed to the courts.

**1.02.01.02.12.03. RESERVED.**

**1.02.01.02.12.04. RESERVED.**

**1.02.01.02.13.** Coincidental with periodic observations, participate in progress meetings at the site with the Village and the Contractor. The Landscape Architect shall notify the attendees and conduct the progress/pay site meetings with the Village and the contractor to become familiarized with the progress and quality of the contractor's work and to determine if the work is proceeding in general conformance with the contract documents. The Landscape Architect shall prepare field reports of the progress meetings at the site with the Village and the contractor.

**1.02.01.02.13.01.** The progress/pay meeting dates shall be established by the Landscape Architect at the pre-construction meeting.

**1.02.01.02.13.02.** The progress/pay meeting shall be attended by the Village staff as designated by the Village Manager, the Landscape Architect's project manager, the contractor, subcontractors and consultants. The Landscape Architect's representative attending the meeting must have signature authority.

**1.02.01.02.13.03.** Minimum agenda will consist of reviewing contractor's progress in completing the work, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, discussing project problems and proposed contract changes (claims, RFI, and/or RFP logs), contractor submittals, requests and proposals, other observations and clarifications and reviewing and reconciling contractor's pay applications (Contractor's Affidavit and Sworn Statement).

**1.02.01.02.13.04. RESERVED.**

**1.02.01.02.13.05.** The draft contractor's pay applications will be reviewed by the participants and corrected, as required. The corrected drafts will be retained by each party as a record of any objections/approvals noted during the meeting.

**1.02.01.02.13.06.** The Landscape Architect shall record a written record of all Progress/Pay Meetings with the Village. Meeting minutes shall be submitted to the Village not more than ten (10) calendar days after the meeting.

**1.02.01.02.14.** Based on periodic observations of the Work, review the Contractor's periodic Applications for Payment and prepare a Certificate for Payment.

**1.02.01.02.14.01.** The Landscape Architect shall review and certify contractor's applications for payment and maintain a record of payments and contract balances and all proposed and approved changes thereto. The Landscape Architect shall reconcile and maintain files for the Contractor's Affidavit and Sworn Statement forms and contractor's and subcontractor's and/or supplier's waivers of lien.

**1.02.01.02.14.02.** The Landscape Architect shall ensure that the Contractor's Affidavit and Sworn Statement was completed by the contractor in accordance with the amounts on the draft Contractor's Affidavit and Sworn Statement approved at the progress/pay meeting and that the form is correctly dated, signed and notarized.

**1.02.01.02.14.03.** The Landscape Architect shall ensure that the required Certified Payroll reports are submitted by the contractors and transmitted to Village.

**1.02.01.02.14.04.** The Landscape Architect shall ensure that all waivers of lien utilize the proper form and bear the signatures of the president or vice-president and secretary or assistant secretary of the contractor, subcontractor or supplier submitting the waiver of lien. The corporate seal is not a required element.

**1.02.01.02.14.05.** A Waiver of Lien for the full amount of the payment is required from each contractor, subcontractor or supplier with each application for payment.

**1.02.01.02.15.** Notify the Village Manager immediately if, in the Landscape Architect's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the Landscape Architect.

**1.02.01.02.16.** Participate in one (1) additional site visit to conduct a walk-through and prepare a punch list upon substantial completion of the construction of the work documented by the Landscape Architect. The Landscape Architect shall be responsible for certifying the completion of the contractor's work.

**1.02.01.02.16.01.** The contractor shall provide written notification to the Landscape Architect that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The Landscape Architect shall then make a preliminary inspection of the work and preliminary punch list. If the Landscape Architect is in agreement with the contractor, notify the Village Manager that a substantial completion inspection meeting is warranted. The Landscape Architect shall prepare the certificate of substantial completion with the completed punch list and forward the package to the contractor.

**1.02.01.02.16.02.** Upon contractor notification, the Landscape Architect shall make an inspection of the completed work. If the Landscape Architect is in agreement with the contractor that all of its work is complete, the Landscape Architect shall notify the Village Manager that a final acceptance meeting is warranted. When the work is confirmed as finally accepted by the Landscape Architect and the Village, the Landscape Architect shall prepare and issue a Certificate of Final Acceptance to the contractor.

**1.02.01.02.16.03.** The Landscape Architect shall process and certify final payment including retention only after all items of the contract are completed. The Landscape Architect shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to the Village. The Landscape Architect shall obtain from the contractor all releases and waivers of lien. The Landscape Architect shall reconcile all waivers and provide a statement of final accounting to the Village when the final waivers are not for the full amount of the subcontract.

**1.02.01.03.** Deliverables: On or before the completion date for this phase, the Landscape Architect shall deliver to the Village the Contractor Agreement, Notice to Proceed, Clarifications, Change Orders, Submittal Review Memoranda, Supplemental Instructions, Testing Review, Certificates for Payment Recommendations, Field Reports.

## **1.02.02. Construction Close Out**

**1.02.02.01.** Objective: The objective of this phase is to help the Village close out the construction contract with the contractor.

**1.02.02.02.** Process: After the Contractor notifies the Village that the Work is substantially complete, the Landscape Architect shall provide the following services:

**1.02.02.02.01.** Review and process the Contractor's request for acceptance of substantially completed Work including:

**1.02.02.02.01.01.** Observation of the Work to determine the date of Substantial Completion;

**1.02.02.02.01.02.** If the Work is acceptable, issuance of a Certificate of Substantial Completion;

**1.02.02.02.01.03.** Review the Contractor's list of remaining Work; and

**1.02.02.02.01.04.** If necessary, preparation of a Punch List of deficient or incomplete Work.

**1.02.02.02.02.** Confirm and submit to staff the balance of the Contract Sum, including amounts retained for final completion and/or correction of any deficient Work.

**1.02.02.02.03.** Review and submit to Village the required submittals to be provided by the Contractor, such as, but not limited to:

**1.02.02.02.03.01.** Operating and maintenance manuals;

**1.02.02.02.03.02.** As-built record drawings;

**1.02.02.02.03.03.** Labor and material lien waivers;

**1.02.02.02.03.04.** Release of surety, if any; and

**1.02.02.02.03.05.** Contractor's final Application for Payment.

**1.02.02.02.04.** Review and process the Contractor's final Application for Payment and acceptance of completed work including:

**1.02.02.02.04.01.** Observation of the Work with staff to determine conformance with the Contract Documents and completion of the Punch List; and

**1.02.02.02.04.02.** Issuance of the final Certificate for Payment.

**1.02.02.02.05.** The Village Manager may by the issuance of a Change Order notify the Landscape Architect to make arrangements for an inspection of the contracted work eleven (11) months after substantial completion of the project. The Landscape Architect shall provide a written report of the inspection to the Village Manager within seven (7) calendar days. The Village shall notify affected contractor of any corrective action noted in the report.

**1.02.02.02.06.** Deliverables: On or before the completion date for this phase, the Landscape Architect shall deliver to the Village the Certificate of Substantial Completion, Punch List, Closeout Submittal Review, Certificate for Final Payment Recommendation.

### **1.03 General Project Administration.**

**1.03.01.** In addition to the services described above, the Landscape Architect shall administer the performance of its own work throughout the term of the Agreement by providing the following services:

**1.03.01.01. Communications.**

**1.03.01.01.01.** Schedule, create agendas and summarize the highlights of periodic meetings;

**1.03.01.01.02.** Rehearse, attend and present at public forums identified;

**1.03.01.01.03.** Collect and disseminate communications from other parties; and

**1.03.01.01.04.** Periodically inform Village's representative about Landscape Architect's progress.

**1.03.01.02. Schedules.**

**1.03.01.02.01.** Create, periodically update and distribute the project schedule; and

**1.03.01.02.02.** Coordinate the activities of Landscape Architects' staff and consultants.

**1.03.01.03. Staffing.**

**1.03.01.03.01.** Select and assign staff members and consultants to appropriate tasks and services; and

**1.03.01.03.02.** Prepare and administer consultant agreements.

**1.03.01.04. File Maintenance.**

**1.03.01.04.01.** Establish and maintain appropriate correspondence, financial, drawing and data files;

**1.03.01.04.02.** Obtain appropriate insurance certificates from consultants; and

**1.03.01.04.03.** Maintain appropriate time and expense records.

**2. Commencement and Completion of Services.**

**2.01. Commencement.** The Landscape Architect shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, within seven (7) calendar days after the execution of this Agreement.

**2.02. Completion of Services.** Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Landscape Architect, the Landscape Architect shall complete the all Final Design Services to be performed under this Agreement on or before April 30, 2020. The Landscape Architect shall perform the Services in compliance with the following Project Schedule:

**Project Schedule**

**Completion**

<u>Task</u>	<u>Date</u>
<b>Commence the Services</b>	February 27, 2020
<b>Final Design Services</b>	
<b>Design Development (Pre-Final Documents)</b>	February 29, 2020
1. Prepare boundary and topographic survey	
2. Prepare design development documents	
3. Collect and review product data and samples	
4. Prepare outline specifications	
5. Prepare construction cost opinion	
6. (Meeting #1) review with Village (60% review)	
<b>Construction Documents (Final Documents)</b>	March 31, 2020
1. Prepare construction drawings	
2. Prepare project specifications	
3. Update construction cost opinion	
4. (Meeting #2) review with Village (90% review)	
5. Revise and submit final documents (100%)	
<b>Bidding and Negotiation</b>	April 30, 2020
1. Prepare contractor invitation list	
2. Help advertise and coordinate bid letting	
3. Issue addenda	
4. Review bids and issue award recommendation	
5. Assist with construction contract	
<b>Construction Services</b>	
<b>Administration</b>	August 31, 2020
1. Administration during construction	
<b>Contract Close-out</b>	September 30, 2020
1. Substantial Completion of Construction	
2. Final Acceptance	

Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Landscape Architect, the Landscape Architect shall complete all other Services to be performed under this Agreement in a prompt and timely manner so as not to delay the contractor and within the construction schedule established in the contract documents for the contractor to complete the Project. Time is of the essence of this Agreement and in the performance and completion of the Landscape Architect's Services.

Following receipt of the topographic survey, the Landscape Architect shall prepare a more detailed Project Schedule.

**3. Additional Services.** Unless otherwise mutually agreed between the Village and the Landscape Architect, additional services beyond the scope of the Services above-listed, requested in writing by the Village, shall be performed by the Landscape Architect in accordance with the hourly rates contained in the attached "Exhibit I - Landscape Architect's Service Fees." The Landscape Architect may provide additional services, pursuant to a written Change Order issued pursuant to Section 8 of this Agreement. If so ordered, the additional services may include the following:

- 3.01. Revisions to previously completed and approved phases of the Services.
- 3.02. The services of additional consultants not specified in this Agreement.
- 3.03. Meetings with the Village or presentations to other parties not specified in the Services.
- 3.04. Quantity estimates and construction cost opinion formats other than the Landscape Architect's own format.
- 3.05. Detailed written summaries of the Landscape Architect's work or recommendations.
- 3.06. Services rendered after the time limitations set forth in this Agreement.
- 3.07. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond the Landscape Architect's control.
- 3.08. Services required to re-start the Project if the Village suspends the Landscape Architect's Services at the Village's convenience for more than 90 days during the performance of the Landscape Architect's Services.
- 3.10. Preparation of segregated or multiple contract bid sets or more than one (1) Contractor agreement.
- 3.11. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work.

**4. Landscape Architect's Rights and Responsibilities.**

**4.01. Landscape Architect's Principal in Charge.** The Landscape Architect shall designate a principal in charge for the Agreement. The Village shall address all questions and concerns about this Agreement and the Landscape Architect's performance of its duties of the Agreement to the Landscape Architect's principal in charge.

**4.02. Standard of Care.** Notwithstanding any other provision herein, the Landscape Architect shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The Landscape Architect shall be responsible for the performance of persons retained by the Landscape Architect. Its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

**4.03 Standard of Project Quality.** The Landscape Architect shall exercise professional expertise and judgment in establishing a standard of quality appropriate for the Project and its budget. The standard shall be communicated to the Village early in the design process for review.

**4.04. Project Codes, Standards and Regulations.** The Landscape Architect shall design the project and shall prepare the bidding documents in compliance with building codes formally adopted by the Village. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued, including, but not limited to:

**4.04.01.** The International Building Code, 2015 Edition, as published by the International Code Council, Inc. as amended by the local amendments thereto as

set forth in Section 12-259 of the Code of Ordinances, Village of Brookfield, Illinois;

**4.04.02.** The provisions of the Municipal Code of Chicago relating to electrical inspection also known as the 2002 City of Chicago Electrical Code with the following exclusions: Chapter 2-120, Chapter 13-12 and Chapter 13-20 as amended by the local amendments thereto as set forth in Section 12-136 of the Code of Ordinances, Village of Brookfield, Illinois;

**4.04.03.** The regulations governing the installation of plumbing that certain code of standards known as the Illinois State Plumbing Code, 77 Ill. Admin. Code Part 890 recommended and prepared by the Illinois Department of Public Health, with the advice of the state plumbing advisory board, under the authority contained in 225 ILCS 320/35 *et seq.* as amended by the local amendments thereto as set forth in Section 12-292 of the Code of Ordinances, Village of Brookfield, Illinois;

**4.04.04.** The NFPA 101, Life Safety Code adopted by the State Fire Marshall, Division of Fire Prevention;

**4.04.05.** The Illinois Energy Conservation Code; and

**4.04.06.** The Federal Energy Policy Act.

All requests for deviation shall be documented by the Landscape Architect in writing, submitted to the Village for review and subject to approval by the Village.

**4.05. Alternate Bids.** The Landscape Architect shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the Landscape Architect shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid.

**4.05.01.** Alternate bids may not be included in the project without prior approval of the Village Manager. Alternate bids are intended to complete the original scope of work. Alternate bids shall be developed in manageable dollar values. No more than three alternates shall be developed unless approved by the Village.

**4.05.02.** Alternates must be clearly defined by trade and work items in the specifications and on the drawings. All alternate bids shall be clearly identified.

**4.06. Unit Prices.** The use of unit prices is discouraged. The Village Manager must approve the use of unit prices. When unit prices are used, it is preferable that they be extended to, and included in, the contractor's base bid. Unit prices shall include overhead, profit and all related costs within the unit price.

**4.07. Competitive Product Selection.** It is the responsibility of the Landscape Architect to select and specify products. The Landscape Architect shall write specifications that are explicit, realistic, and non-restrictive.

**4.07.01.** Products shall be specified by manufacturer and model number with a minimum of three manufacturers named who make comparable products. When available, specifications shall include Illinois manufacturers. The Landscape Architect may include more than three manufacturers if all products are considered to be of equal quality.

**4.07.02.** The Landscape Architect may request approval from the Village to prepare a performance specification for a specific material or equipment item when that product or system can be specified by reference to commonly accepted standards such as ASTM, IEEE or NEMA. Performance specifications are allowable only on commodity-type products with multiple manufacturers producing similar items, such as lumber, structural steel members or piping.

**4.07.03.** The use of the phrases “or approved equal,” “similar products manufactured by..,” and “equal products manufactured by..,” or any similar phrase in the bidding documents is prohibited.

**4.07.04.** Only those products named in the bidding documents or approved by written change order shall be approved for installation, and the language shall so state. The phrase “includes, but is not limited to” the following products or manufacturers shall not be used.

**4.07.05.** Products or systems cannot be sole or dual sourced unless the Landscape Architect receives written approval from the Village to specify less than three sources.

**4.07.05.01.** Requests for single or dual sourcing may be initiated by the Landscape Architect and shall be in writing, addressed to the Village Manager.

**4.07.05.02.** Each request shall include justification for the request, including a cost/benefit analysis that establishes that the product or system is economically procurable from only one manufacturer and a comparison of the value of the sole (or dual) sourced item(s) to the total value of the project.

**4.07.05.03.** Approvals will not be given for aesthetic desirability alone.

**4.07.05.04.** A request must be made for each product even if the Village has approved a similar request in the past.

**4.07.05.05.** Where sole sourcing has been approved by the Village for use in the bidding documents because it is meant to be restrictive, the language shall state that no substitutions will be acceptable.

**4.08. Prohibited Products.** The following products are prohibited from use on the Project:

**4.08.01.** Asbestos and asbestos-containing material (ACM).

**4.08.02.** Fire retardant treated (FRT) wood products in structural applications.

**4.08.03.** Chlorofluorocarbons (CFC).

**4.08.04.** Polychlorinated Biphenyl (PCB).

**4.08.05.** Lead-based coatings.

**4.08.06.** Fire suppression systems using ozone-depleting halons.

**4.09. Specified Contractors.** The Landscape Architect shall not specify a restrictive list of acceptable contractors or subcontractors for furnishing and installation of any

component or system without the written approval of the Village Manager. Should the Landscape Architect desire to specify a restrictive list of acceptable contractors or subcontractors for furnishing and installation of any component or system, the Landscape Architect shall submit a written request to the Village Manager indicating the system or component of the work for which the Landscape Architect desires to specify a list of furnishing and installing contractors. This request shall indicate the justification for specifying the installing firms. The Village may direct the Landscape Architect to publicly solicit additional qualified firms.

**4.10. Contractor Qualifications.** When installing contractor competence could affect a significant portion of the work, the Landscape Architect shall include pre-qualification criteria in the specifications relating to the installing contractor's qualifications. These criteria may include experience, size of previous projects, certification by industry-recognized associations, or any other relevant factor. The Landscape Architect shall include language requiring submittal of documentation of these criteria before installing contractor will be approved.

**4.11. Project Construction Duration.** The Landscape Architect shall determine the construction duration based on complexity of the design, site availability, material procurement duration, season of construction start and end, needs of the Village, and any other relevant circumstances. When requested by the Village Manager, the Landscape Architect shall provide written evidence to support its estimate of the construction duration.

## **5. Village's Rights and Responsibilities.**

**5.01. Project Manager.** The Village Manager will be the Village's primary representative in the administration of this Agreement. The Landscape Architect will report to the Village Manager.

**5.02. Village Review.** The Village shall have the right to review and accept the Landscape Architect's submittal of the respective phases of design services for conformance with the provisions of this Agreement and to require a written response to all questions raised regarding such services. The Village's review and any acceptance of the Landscape Architect's submittals do not relieve the Landscape Architect of its responsibilities.

**5.03. Interpretation of Agreement.** The Village and Landscape Architect shall perform their duties under this Agreement reasonably and in good faith. The Landscape Architect shall proceed and continue diligently with the performance of this Agreement provided that the Village continues to pay the Landscape Architect all amounts not reasonably disputed in good faith. Continuation of the performance of this Agreement by either party shall not be construed as a waiver of their respective rights accruing.

**5.04. Error/Omission Change Order Policy.** The Village reserves the right to recover from the Landscape Architect any damages to the extent caused by the Landscape Architect's negligent acts, errors or omissions.

### **5.05. Ownership, Dissemination and Publication of Documents.**

**5.05.01.** All work product created or developed hereunder including, but not limited to, the drawings, specifications, reports and renderings, models, electronic

media and all such other documents prepared by Landscape Architect in connection with any or all of the services delivered to the Village, including the copyrights, is for the use of and shall be the exclusive property of the Village. 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 Architect relating in any manner to the Services performed by the Landscape Architect or by anyone else and used by Landscape Architect in performance of the services shall be a “work made for hire” as defined by the laws of the United States regarding copyrights. All documents listed above may be issued for informational purposes without additional compensation to the Landscape Architect. The Landscape Architect is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

**5.05.02.** The Landscape Architect hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the work product including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Landscape Architect grants permission to the Village to register the copyright and other rights in the work product in the Village’s name. The Landscape Architect 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. The Architect shall not use the work product of the services for the benefit of anyone other than the Village, without the Village’s prior written permission. Upon completion of the Landscape Architect’s services or other termination of this Agreement, the Landscape Architect shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Landscape Architect irrevocably and unconditionally waives all rights in all such work products. The Landscape Architect warrants that all work product of the Landscape Architect will be original, except as otherwise agreed in writing with the Village.

**5.05.03.** In the event that the Village provides the Landscape Architect with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Landscape Architect shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

**5.06. Landscape Architect Performance Evaluations.** The Village will evaluate the performance of the Landscape Architect at the completion of the design and construction phases or as deemed appropriate. The Village may also request the contractors to evaluate the Landscape Architect. The Landscape Architect has the right to review and respond to its performance evaluations.

6. **Professional Fees.** The Village shall pay the Landscape Architect for the performance of the Services a fee as follows:

<u>Scope of Services</u> <u>Item Number</u>	<u>Description</u>	<u>Type of Fee</u>	<u>Fee</u>
1.01 through 1.01.02.03	Construction Documents, Permitting and Bidding Phase	Fixed Fee	\$25,875.00
1.02	Construction Phase	Hourly Rates	<u>Estimated Fee</u> \$10,500.00
<b>Total Professional Fees</b>			\$36,375.00

Each compensation amount or the reimbursable expense budget established will be exclusive for that service or category of expenses only and shall not be used for other services without written modification duly executed by both parties per Section 8. The Landscape Architect’s Professional Fees for any phase shall not exceed the fee shown above for that phase without prior written approval by the Village. The Landscape Architect’s Total Professional Fees shall not exceed \$36,375.00 without prior written approval by the Village.

7. **Reimbursable Expenses.** The Landscape Architect shall be reimbursed for one hundred ten percent (110%) of the actual costs of each reimbursable expense for travel from the Landscape Architect’s office to the project site, delivery and reproduction expenses that are estimated not to exceed Five Hundred Dollars (\$500.00). Travel mileage shall be calculated at the current Internal Revenue Service rate for business mileage. The Landscape Architect shall provide evidence of an authorized expense when requesting any reimbursement.

8. **Change Orders.** The Village shall have the authority by written Change Order to make additions and deletions to the Services. The Landscape Architect’s compensation for additions and deletions to the Services shall be mutually agreed upon between the Village and the Landscape Architect prior to commencement of the services.

9. **Payments.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). The Village may withhold payments, in whole or in part, for a material breach of the Agreement, including, but not limited to, the Landscape Architect’s failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Agreement.

**9.01. Progress Payments.** The Landscape Architect may submit to the Village monthly invoices for Services performed in the proportion that the Services performed by the Landscape Architect in the preceding month bear to the total Services to be performed by the Landscape Architect. The invoices shall describe the invoice period, the services rendered, fees and expenses due, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed. The Landscape Architect’s pay request package shall include the Landscape Architect’s invoice and back-up information in the form of itemized invoices, breakdown of hours and/or work performed and proof of payment for all reimbursable items.

**9.01.01. Design Development (Pre-Final Documents) Phase Compensation.**

Compensation payable to the Landscape Architect for this phase of Services is a fixed fee regardless of the number of hours of services performed. Progress payments will be paid to the Landscape Architect in installments proportional to the percentage of services completed in the compiled period bears to the total services to be performed under this phase of the Agreement.

**9.01.02. RESERVED**

**9.01.03. Construction Phase Compensation.** Compensation payable to the Landscape Architect for this phase of services is at the hourly rates contained in the attached “Exhibit I - Landscape Architect’s Service Fees” for the time expended by the Landscape Architect to perform the services. The total compensation payable to the Landscape Architect for this phase of services shall be paid at the hourly rates set forth in Exhibit I and are estimated not exceed Ten Thousand Five Hundred Dollars (\$10,500.00). Progress payments will be paid to the Landscape Architect in installments for the time expended by the Landscape Architect to actually perform the services in the compiled period at the hourly rates contained in the attached “Exhibit I - Landscape Architect’s Service Fees.” The Landscape Architect shall monitor the time devoted to this phase of the Project to determine whether the percentage of the fees requested to be paid by Village to the Landscape Architect in relation to the total fees to be paid by Village to the Landscape Architect for this phase are less than or equal to the percentage of construction completed. The Landscape Architect shall notify the Village Manager in the transmittal of the invoice if the percentage of the fees requested to be paid by Village to the Landscape Architect in relation to the total fees to be paid by Village to the Landscape Architect for this phase exceed the percentage of construction completed.

**9.02. Final Payment.** Final payment shall be paid by the Village to the Landscape Architect after completion of the Services and within thirty (30) days after approval by the Village’s board of trustees of the final statement for Landscape Architect’s Services.

**10. Insurance Requirements.** The Landscape Architect shall procure and maintain for the duration of the Agreement insurance against claims for errors and omissions and for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services by the Landscape Architect, its agents, representatives, employees or subcontractors. The Landscape Architect shall have the duty to confirm that the terms of all insurance comply with these Insurance Requirements. No action or failure to act on the part of the Village shall constitute a waiver of any requirement. The failure of the Landscape Architect to maintain the insurance required by these Insurance Requirements shall constitute a material breach of the Agreement. The Landscape Architect shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The Village may stop payment to the Landscape Architect if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Landscape Architect’s obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance. If the Village determines at any time that the

Landscape Architect's insurance does not meet the requirements set forth herein, the Village shall provide written notice to the Landscape Architect and, in its sole discretion, may take measures to protect itself and the public from the effect of the Landscape Architect's breach.

## **10.01. General Liability Insurance Requirements.**

### **10.01.01. Comprehensive Automobile Liability.**

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

**10.01.01.01.01.** \$ 500,000 Bodily Injury per Person.

**10.01.01.01.02.** \$1,000,000 Bodily Injury per Occurrence.

**10.01.01.01.03.** \$ 500,000 Property Damage per Occurrence.

**10.01.01.01.04.** \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

**10.01.02. Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the Landscape Architect's negligence. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85).

**10.01.02.01.** The general aggregate limit shall be endorsed on a per project basis.

**10.01.02.01.01.** \$1,000,000 Bodily Injury per Person.

**10.01.02.01.02.** \$2,000,000 Bodily Injury Aggregate Limit.

**10.01.02.01.03.** \$ 500,000 Property Damage per Occurrence.

**10.01.02.01.04.** \$2,000,000 Property Damage Aggregate Limit.

**10.01.02.01.05.** \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

**10.01.03. Umbrella or Excess of Loss Coverage.** If the limits specified in Section 10.01.01 and 10.01.02 are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

## **10.02. Worker's Compensation Requirements.**

**10.02.01. Statutory Requirement.** Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance.

**10.02.02.** The Landscape Architect may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Landscape Architect shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield, Illinois, office.

**10.02.03. Employers Liability.**

**10.02.03.01.** Each accident \$500,000.

**10.02.03.02.** Disease - policy limit \$500,000.

**10.02.03.03.** Disease - each employee \$500,000.

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

**10.03. Professional Liability Insurance Requirements.** Professional liability insurance shall cover the Landscape Architect against claims the Landscape Architect may become obligated to pay arising out of the performance of the Landscape Architect under the Agreement and caused by any error or omission of the Landscape Architect or of any person employed by the Landscape Architect, or any others for whom the Landscape Architect is liable. The Landscape Architect shall maintain a limit of liability no less than \$2,000,000. The limit amount of the insurance shall be on a per claim basis.

**10.04. Deductibles and Self-Insured Retentions.** The Landscape Architect has declared its deductibles or self-insured retentions of its required insurance coverages. Those deductibles or self-insured retentions have been determined to be acceptable by the Village. The Landscape Architect shall not increase its deductibles or self-insured retentions during the term of this Agreement without the written consent of the Village..

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

**10.05.01. Commercial General Liability and Automobile Liability Coverages.**

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

**10.05.01.02.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or its

employees.

**10.05.01.03.** Coverage shall state that the Landscape Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

**10.05.02. Worker's Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Village, its officials and its employees for losses arising from services performed by the Landscape Architect for the Village.

**10.05.03. All Coverages.** Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village. In addition, if any insurance policy required by this clause shall be suspended, voided, canceled, reduced in coverage or in limits, the Landscape Architect shall provide written notice by certified mail, return receipt requested, to the Village. Upon such notice, the Village shall have the right to suspend the services of the Landscape Architect until such deficiency is corrected. Should the Landscape Architect fail to correct the deficiency within thirty (30) calendar days from the receipt of the notice by the Village, the Village may terminate the Agreement.

**10.06. Acceptability of Insurers.** The insurance carrier used by the Landscape Architect shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**10.07. Evidence of Insurance.** The Landscape Architect shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each 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 Village and are to be received and approved by the Village before any Services commence. The Village reserves the right to request full, certified copies of the insurance policies.

## **11. Confidentiality.**

**11.01.** It is anticipated that the Village will disclose to Landscape Architect certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to Landscape Architect any ownership or other proprietary interest in the Confidential Information. Landscape Architect does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. Landscape Architect shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. Landscape Architect 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. Landscape Architect shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or Landscape Architect with a need to know for purposes of the performance of the Services hereunder. Landscape Architect acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by Landscape Architect without the Village's express authorization would be harmful and damaging to the Village's interests:

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

**11.01.02.** All information relating to the Services being performed by Landscape Architect under this Agreement regardless of its type or form that is not known to the public.

**11.01.03.** All plans, drawings, specifications of any Village facility.

**11.01.04.** Financial information, emergency response and homeland security information and law enforcement records that are not known to the public.

**11.01.05.** Law enforcement reports and records.

**11.01.06.** All information provided to the Landscape Architect by the Village pursuant to the terms of this Agreement.

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

**11.03.** All books, papers, records, lists, files, forms, reports, 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 Landscape Architect 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 are the exclusive property of the Village.

**11.04.** Landscape Architect shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Landscape Architect can demonstrate by clear and convincing evidence: (a) was rightfully in Landscape Architect's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Landscape Architect from a

third party without an obligation of confidentiality; or (d) is independently developed by Landscape Architect; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Landscape Architect first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

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

**11.06.** 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 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.

**12. Record Retention and Audit.** The Landscape Architect 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 Landscape Architect shall be available for review and audit by the Village. The Landscape Architect shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Landscape Architect's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The Landscape Architect 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 Landscape Architect to maintain the books, records and supporting documents required by this section or the failure by the Landscape Architect to provide 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.*) 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.

**13. Equal Employment Opportunity.** The Landscape Architect shall comply with all statutory employment requirements, including, but not limited to, the provisions of the "Illinois Human Rights Act" (775 ILCS 5/1-101 *et seq.*) and "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex or national origin in employment under contracts for public buildings or public works" (775 ILCS 10/1 *et seq.*).

**13.01.** In the event of the Landscape Architect's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Landscape Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Landscape Architect agrees as follows:

**13.01.01.** The Landscape Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status 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 underutilization.

**13.01.02.** If the Landscape Architect hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Landscape Architect may reasonably recruit; and the Landscape Architect will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

**13.01.03.** In all solicitations or advertisements for employees placed by the Landscape Architect or on the Landscape Architect's behalf, the Landscape Architect will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

**13.01.04.** The Landscape Architect will send to each labor organization or representative of workers with which the Landscape Architect has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Landscape Architect's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Landscape Architect in the Landscape Architect's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Landscape Architect will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

**13.01.05.** The Landscape Architect will 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 Illinois Department of Human Rights' Rules and Regulations.

**13.01.06.** The Landscape Architect will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

**13.01.07.** The Landscape Architect will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Landscape Architect will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Landscape Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. The Landscape Architect shall (except where it has obtained identical certifications from proposed subcontractors and material Landscape Architects for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material Landscape Architects prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause. The Landscape Architect shall retain such certifications in its files.

**14. Prohibition of Segregated Facilities.** The Landscape Architect will 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" 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.

**15. Sexual Harassment Policy.** The Landscape Architect has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

**16. Public Works Employment Discrimination Act.** The Landscape Architect 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 Landscape Architect, subcontractor, nor any person on its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap

unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this Agreement, 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.

**17. Certifications.** The Landscape Architect shall submit to the Village a certification (Exhibit “J”) that the Landscape Architect, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

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

**17.02.** Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

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

**17.04.** Not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

Additionally, that:

**17.05.** The Landscape Architect is not delinquent in any obligation to the Illinois Department of Employment Security.

**17.06.** The Landscape Architect maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

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

**17.08.** No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Landscape Architect in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois;

**17.09.** The Landscape Architect 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 Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois;

**17.10.** The Landscape Architect is not in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois, by an officer or employee of the Village having 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 Landscape Architect.

**17.11.** The Landscape Architect is not in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois, by the Landscape Architect having 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.

**17.12.** Neither the Landscape Architect 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 Landscape Architect 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.

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

**18. Assignment of Contract.** The Village is induced to enter into this Agreement by, among other things, the professional qualifications of the Landscape Architect. This Agreement is exclusive between the Village and the Landscape Architect. This Agreement or any right or obligations hereunder may not be assigned by the Landscape Architect, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Landscape Architect for any reason.

**19. Appropriation.** This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation. This Agreement shall remain in full force and effect until terminated by the Village or the Landscape Architect as provided herein.

**20. Indemnification.** The Landscape Architect shall defend (to the extent covered by insurance), and indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, reasonable costs

and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, to the extent caused by the negligent or willful misconduct in performance of these services by the Landscape Architect, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers. The Landscape Architect shall, to the extent covered by insurance, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees and volunteers, in any such action, the Landscape Architect shall, to the extent covered by insurance, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Landscape Architect to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of this Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this Agreement.

## **21. Conflicts of Interest.**

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

**21.01.01.** A shareholder, director, officer member or partner of the Landscape Architect (i) holds an elective office in Village; (ii) is an appointed officer or employee of the Village.

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

**21.02.** The Landscape Architect, 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.

**22. Notices.** Written notices between Village and Landscape Architect shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid; by overnight delivery service; or by electronic mail, addressed to the other party as follows:

**22.01.** If to the Village:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Timothy C. Wiberg, Village Manager  
[twiberg@brookfieldil.gov](mailto:twiberg@brookfieldil.gov)

**22.02.** If to Landscape Architect:

Hitchcock Design, Inc.  
22 East Chicago Avenue  
Naperville, Illinois 60540  
Attn: Bill Inman, President and Chief Executive Officer  
[binman@hitchcockdesigngroup.com](mailto:binman@hitchcockdesigngroup.com)

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

**23. Entire Agreement.** This agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Landscape Architect. This Agreement is executed that day and year first written above.

**24. Suspension of Services.** The Village may, at any time, by written notice to the Landscape Architect (Suspension of Services Notice) require the Landscape Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such notice, the Landscape Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. The Village shall pay the Landscape Architect for the services performed by the Landscape Architect up to the date of receipt of the Suspension of Services Notice. The Landscape Architect may suspend its services if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Landscape Architect notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed suspension date and provided further that the Village shall have the right to cure any default within said notification period.

**25. Termination of Agreement.**

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

**25.02. Termination for Convenience.** This Agreement may be terminated by the Village by notifying the Landscape Architect in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date.

**25.03. Termination by the Landscape Architect.** This Agreement may be terminated by the Landscape Architect if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), provided, however, that the Landscape Architect notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed termination date and provided further that the Village shall have the right to cure any default within said notification period.

**25.04. Termination for Cause** This Agreement additionally may be terminated by the Village upon written notice to the Landscape Architect, at its last known post office address, upon the occurrence of any one or more of the following events, without prejudice to any other right or remedy:

**25.04.01.** If the Landscape Architect commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Landscape Architect 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 bankruptcy or insolvency;

**25.04.02.** If a petition is filed against the Landscape Architect 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 the Landscape Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

**25.04.03.** If the Landscape Architect makes a general assignment for the benefit of creditors;

**25.04.04.** If a trustee, receiver, custodian or agent of the Landscape Architect is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Landscape Architect 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 the Landscape Architect's creditors;

**25.04.05.** If the Landscape Architect admits in writing an inability to pay its debts generally as they become due.

**25.04.06.** If the Landscape Architect commits a breach of this Agreement.

**25.05. Termination Rights.**

**25.05.01.** Upon termination, the Landscape Architect shall deliver to the Village, copies of partially completed drawings, specifications, partial and completed estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Village. The Village may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Landscape Architect.

**25.05.02.** If the Agreement is terminated by the Village for funding or for convenience or by the Landscape Architect under Section 25.03, the Landscape Architect shall be paid for any and all services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the services performed.

**25.05.03.** If the Agreement is terminated by the Village under Section 25.04, the Landscape Architect 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 Landscape Architect. The Village reserves the right to recoup any or all previous payments, or deduct from payments due the Landscape Architect, then or thereafter, for the cost of correcting such deficiencies with a completing Landscape Architect and, including, but not limited to, the cost of additional Landscape Architect services made necessary by such failure to perform. If the Village's expenses in completing the Agreement exceed the unpaid balance or the Agreement sum, the Landscape Architect shall pay the difference to the Village.

**25.05.04.** Should the Village terminate the Landscape Architect after bidding and prior to completion of the project, the termination shall not waive any claim the Village may have as a result of errors or omissions, except that the terminated Landscape Architect shall not be liable for any changes to the documents made by another Landscape Architect contracted by the Village to complete the project.

**26. Severability.** 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 Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

**27. Compliance with Laws.** The Landscape Architect will comply with all laws, codes, ordinances and regulations that are in effect as of the date of this Agreement. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the Agreement throughout, and they will be deemed to be included in the contract the same as though written therein in full.

**28. Waiver of Breach.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

- 29. Obligations Survive.** The obligations or duties imposed upon the Landscape Architect under the Agreement shall survive any termination or closeout of the Agreement.
- 30. Successors and Assigns.** The Village and the Landscape Architect each binds itself, its partners, successors and assigns and legal representative to other the party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.
- 31. Independent Contractor.** The Landscape Architect is an independent contractor and in providing its services under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the Agreement.
- 32. Reserved.**
- 33. Secretary of State Registration.** The Landscape Architect certifies the Landscape Architect is authorized to do business in Illinois and is in good standing with the Illinois Secretary of State.
- 34. Cooperation with Village's Consultants.** The Village reserves the right to execute other agreements in connection with the project. The Landscape Architect shall cooperate with any consultant retained by the Village, but the Landscape Architect shall not be contractually responsible for such consultants.
- 35. Solicitation of Village Employees.** The Landscape Architect and its consultant(s) shall notify the Village Manager if it solicits or intends to solicit for employment any of the Village's employees during any part of the procurement process or during the term of the Agreement The Landscape Architect and its consultant(s) shall notify the Village President if it solicits or intends to solicit for employment the Village Manager during any part of the procurement process or during the term of the Agreement.
- 36. Incorporation of Exhibits.** The exhibits and attachments to this Agreement are hereby incorporated into and made a part of this Agreement by this reference.
- 37. Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the Circuit Court of Cook County, Illinois.

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

**THE SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Landscape Architect this 24<sup>th</sup> day of February 2020.

**Hitchcock Design, Inc.**

By

\_\_\_\_\_  
Bill Inman, President and Chief Executive Officer

ATTEST:

By \_\_\_\_\_  
Geoffrey Roehll, Secretary

Executed by the Village this 24<sup>th</sup> day of February 2020.

**Village of Brookfield**

By

\_\_\_\_\_  
Kit Ketchmark, Village President

ATTEST:

By \_\_\_\_\_  
Brigid Weber, Village Clerk

**EXHIBIT “A”**  
**Congress Park Station Phase 1 Improvements Project**  
**Pedestrian Paving, Curb, Crosswalk, Parking, Landscape and Shelter Improvements**



PREPARED FOR  
**Village of Brookfield**

NORTH

SCALE 1"=20'

0' 10' 20' 30'

ISSUE DATE: OCTOBER 13, 2018  
 All drawings are preliminary and subject to change.  
 © 2018 Hirschcock Design Group

**Phase 1 Proposed Improvements**  
**Congress Park Metra Station**  
 Brookfield, Illinois



**EXHIBIT “B”**

**[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT’S INCLUSION  
IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON  
LANDSCAPE ARCHITECT]**

**NOTICE TO BIDDERS AND INVITATION FOR BIDS  
VILLAGE OF BROOKFIELD  
CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT**

**RECEIPT OF BIDS**

The Village of Brookfield will receive sealed proposals for the Congress Park Metra Station Phase I Improvements Project until \_\_:00 \_\_.M. Central Daylight Savings Time, \_\_\_\_ day, \_\_\_\_\_, 2020, at the Office of the Village Manager. Bids will be opened and read in the Edward Barcall Hall in the Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois, on \_\_ day, \_\_\_\_\_, 2020, at \_\_:00 \_\_.M., Central Daylight Savings Time. The Project consists of the following work:

**VILLAGE OF BROOKFIELD  
CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT**

**CONTRACT DOCUMENTS**

Specifications and bid forms may be obtained from the Office of the Village Manager, at 8820 Brookfield Avenue, Brookfield, Illinois 60513. No bidding documents will be issued after 4:30 P.M. on Friday, \_\_\_\_\_, 2020. Bid proposals must be submitted on the forms provided. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The Village of Brookfield will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any error or omission in the plans or proposal. Sealed envelopes or packages containing bids shall be addressed to the Village Manager and plainly marked “CONGRESS PARK METRA STATION PHASE I IMPROVEMENTS PROJECT” on the outside of the envelope.

**QUESTIONS, CHANGES, CLARIFICATION**

Any questions that arise must be made in writing and shall be directed by electronic mail to the Timothy C. Wiberg, Village Manager, Village of Brookfield at [twiberg@brookfieldil.gov](mailto:twiberg@brookfieldil.gov). The written questions, along with the Village’s response, shall be circulated to all known potential bidders without identifying the party submitting the questions. The cut-off for receipt of additional questions shall be 12:00 Noon, Central Standard Time on \_\_\_\_\_, 2020, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed and faxed to all known potential contractors by 4:00 P.M., Central Standard Time on \_\_\_\_\_, 2020. Receipt of any addenda must be acknowledged in writing as part of the Bidder’s Proposal. Bidders shall be

responsible for ensuring that they have received any and all addenda. The Village of Brookfield shall not assume responsibility for the receipt by the Bidder of any addenda.

### **BID SECURITY**

Each proposal shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the "Village of Brookfield" for not less than five percent (5%) of the amount of the proposal. The proposal guaranty checks of all, except the two responsive, responsible proposers which the Village determines in its sole discretion to be the proposers with whom the Village desires to commence negotiations for a contract, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two responsive, responsible proposers will be returned after the contract and the contract bond of the successful proposer have been properly executed and approved. Bid bonds will not be returned.

### **RIGHT TO REJECT BIDS**

The Village of Brookfield reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the Village of Brookfield.

### **AWARD OF CONTRACT**

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder that the Village of Brookfield in its sole discretion determines to be in the best interest of the Village. In determining who the lowest responsive, responsible bidder is, the Village of Brookfield will consider all factors that it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is.

### **LEGAL REQUIREMENTS**

Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).

Village of Brookfield, Illinois

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Timothy C. Wiberg, Village Manager

**EXHIBIT “C”  
INSTRUCTIONS FOR BIDDERS**

**[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT’S INCLUSION  
IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON  
LANDSCAPE ARCHITECT]**

**1. Preparation of Bids**

- a) The Bidder shall follow all instructions contained herein and included in the Invitation for Bids and bid forms for submission of bids on the contract item for which bids are sought.
- b) The Bidder shall submit its bid in the manner required by the Invitation for Bids.
- c) The Bidder must submit its proposal on the supplied Proposal form. Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the bid form. When alternate bids are sought for a particular contract item, the alternates will be identified in the bid form. A bid on every alternate is required unless otherwise specifically provided. When required by the Invitation for Bids, the Bidder shall indicate a unit price for each of the separate price items called for in the bid form. The Bidder may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the bid form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the Bidder, which shall be written in permanent, non-erasable ink. Proposals shall be free of erasures or interlineations. Proposals modified by erasures or interlineations will not be considered. Partial bids will not be considered.
- d) Each bid shall be accompanied by a bid bond in the form provided by the Village of Brookfield with the bid form package. The bid bond shall be made and tendered by a surety acceptable to the Village of Brookfield in the amount stated in the Invitation for Bids. The Village of Brookfield will accept a bank cashier’s check or a certified check in lieu of a surety bid bond.
- e) The Bidder before submitting its proposal, shall carefully examine the provisions of the contract documents, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and the wage rates applicable to the work, become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required and become fully acquainted with the detailed requirements of the construction.
- f) The general prevailing rate of wages in Cook County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

**2. Certifications.** Each bid shall be accompanied by a Contractor’s Certification in the form

provided by the Village of Brookfield with the bid form package. The Bidder shall certify the following:

- a) **Illinois Taxes.** The Bidder shall certify that if it is a partnership, that it is not, and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- b) **Bid Rigging.** The Bidder shall certify that, if it is a partnership, that it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- c) **Educational Loan.** The Bidder shall certify that if it is an individual, that it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.
- d) **Payment of Prevailing Wages.** The Bidder shall certify that it has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- e) **Veterans Preference Act.** The Bidder shall certify that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- f) **Employment of Illinois Workers on Public Works Act.** The Bidder shall certify that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- g) **Drug-free Workplace.** The Bidder shall certify that it will provide a drug-free workplace by:
  - (A) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Bidder's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on such contract, the employee will:
      - a. Abide by the terms of the statement; and
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (B) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Bidder's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug violations;
  - (C) Making it a requirement to give a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
  - (D) Notifying the Department within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;
  - (E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- h) **Human Rights Number.** The Bidder shall certify that at the time the Bidder submitted a bid on this contract, the Bidder had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.
- i) **Prohibited Interest in Contract.** The Bidder shall certify that:
- (1) No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Bidder, or
  - (2) If the Bidder's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Bidder, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent

(1%) of such Bidder, the Bidder has disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

j) **Gift Ban.** The Bidder shall certify that:

(1) No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Bidder in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) The Bidder has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois.

k) **Substance Abuse.** The Bidder shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Bidder 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.

l) **Presidential Executive Order 13224.** The Bidder shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Bidder 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.

**3. Experience.** The Bidder shall provide the business information, information regarding terminations, litigation, suspension and debarment requested by the Village of Brookfield and at least four (4) references to the Village of Brookfield of work successfully performed, similar in nature to the proposed work, within the past three (3) years. The following shall be provided for each project.

- 1) The project owner's name;
- 2) The name, address, telephone number and e-mail address of the project owner's contact person;
- 3) The services provided and the dollar value of work performed on the project; and
- 4) The inclusive dates the work was performed.

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

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

**6. Public Opening of Bids.** Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. The name of each Bidder and the price term of each bid will be read aloud and recorded in a tabulation of bids for each contract item advertised. After execution of the contract, the tabulation of bids in the total amount and unit price items, if applicable, of all Bidders will be available for public inspection.

**7. Consideration of Bids.**

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

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

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

1) The object of the contract being procured is no longer required.

2) The contract provisions require amendment.

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

4) The bid prices exceed available funds or the bid prices exceed the anticipated estimate of costs to the extent that, in the judgment of the Village of Brookfield Manager, prices are unreasonable.

5) Evidence of collusion among Bidders.

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

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

1) More than one bid for the same contract item from a Bidder under the same or different names.

- 2) Evidence of collusion among Bidders.
- 3) Unbalanced bids in which the bid prices for some items are, in the judgment of the Village of Brookfield, out of proportion to the bid prices for other items.
- 4) If the bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- 5) If the bid form is other than that furnished or authorized by the Village of Brookfield, or if the form is altered or any part thereof is detached.
- 6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend, in the judgment of the Village of Brookfield, to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 7) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8) If the bid is not accompanied by the proper bid bond or substitute guaranty.
- 9) If the bid is prepared in any manner other than as indicated in these Instructions or the Invitation for Bids making the bid not responsive.
- 10) If the Bidder:
  - (i) Violated a material term of a prior contract with the Village;
  - (ii) Committed an act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the Village, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
  - (iii) Committed an act or omission which indicates a lack of business integrity or business honesty;
  - (iv) Made or submitted a false claim against the Village or any other public entity;
  - (v) Provided false information to the Village;
  - (vi) Has been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
  - (vii) Has been suspended or debarred by the United States through a federal agency;
  - (viii) Has been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
  - (ix) Has been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);

- (x) Has been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
- (xi) Has been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
- (xii) Has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (xii) Has been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiii) Has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xiv) Has a performance evaluation determined by the Village to be unsatisfactory;
- (xv) Has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvi) Has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the Village;
- (xvii) Has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts; or
- (xvi) Has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the Bidder.

**8. Mistakes.**

- a) If a Bidder claims a mistake in its bid, the bid may be withdrawn in accordance with this section without payment of damages to the Village of Brookfield as provided in the terms of a bid bond or other bid security, provided the Bidder claiming the mistake demonstrates to the Village of Brookfield with competent and reliable evidence:
  - 1) That the claimed mistake is related to a material feature of the contract;
  - 2) That the mistake would have serious, material consequences to the Bidder such that enforcement of a contract would be unconscionable;
  - 3) That the mistake occurred notwithstanding the exercise of reasonable care by the Bidder; and
  - 4) That the Bidder has raised the claim of a mistake without delay in order to prevent the Village of Brookfield from altering its position in such a manner that loss to the Village of Brookfield would occur.
- b) The Village of Brookfield reserves the right to correct obvious, apparent errors in bids. A bid may not be withdrawn if a mistake is apparent and the intended correct bid is clearly evident on the face of the bid. Examples of mistakes that may be clearly evident

on the face of the bid include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

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

## **9. Award after Bid Evaluation**

a) Unless all bids are rejected, an award notification will be made to the lowest responsible bidder whose bid is responsive and conforms to the requirements and criteria of the invitation. Tie bids will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the bid most advantageous to the Village of Brookfield. An individual contract item advertised in an Invitation for Bids may state other, additional award and evaluation criteria that will be capable of objective consideration for award.

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

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

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

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

4) The bidder shall have submitted all information requested by the Invitation for Bids concerning responsibility.

**10. Time for Award.** Unless the Invitation for Bids specifies a different time for bid acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of bids.

**11. Delay in Award.** Should circumstances be encountered after the bid opening that may delay the award beyond the sixty (60) day or other advertised period, the responsive bidders may be requested to extend the bid acceptance period.

## **12. Binding Contract**

a) Once an award has been made, the bidder is bound to perform according to the terms and conditions of the contract, the Invitation for Bids and these Instructions.

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

**13. Requirement of a Contract Bond.** The successful bidder awarded a contract shall furnish the Village of Brookfield a performance and payment bond with good and sufficient

sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The Surety shall be acceptable to the Village of Brookfield, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village of Brookfield. Performance security for other contracts shall be as stated in the Invitation and contract.

**14. Insurance Requirements.** The successful bidder awarded a contract shall furnish and maintain the insurance coverage specified in the contract documents provided by insurance companies acceptable to the Village of Brookfield and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village of Brookfield will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in the contract documents.

**15. Execution of Contract.**

a) The bid form submitted by the bidders may be in such a form that the signature of the bidder on the form is also the signature of the bidder for purposes of contract execution. In such circumstances, the Village of Brookfield will, after acceptance and approval of the bid for contracting purposes, execute the contract and return a copy to the bidder.

b) If the contract as bid requires additional execution by the bidder, the contract shall be executed by the successful bidder and returned, together with any required contract bond, within 15 days after the contract has been mailed to the bidder. Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder is cause for the cancellation of the award and the forfeiture of the proposal guaranty. If the contract is not executed by the Village of Brookfield within 15 days following receipt from the bidder of the properly executed contract and bond, the bidder shall have the right to withdraw the bid without penalty.

## EXHIBIT “D”

### GENERAL CONDITIONS

[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT’S INCLUSION  
IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON  
LANDSCAPE ARCHITECT]

#### SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

#### SECTION 101. DEFINITION OF TERMS

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

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

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

**101.02 Calendar Day.** Every day shown on the calendar.

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

**101.04 Construction Documents.** The plans, specifications and drawings created by the Landscape Architect pursuant to which the project is to be constructed by the Contractor.

**101.05 Contract.** The written agreement between the Village and the Contractor entitled “Contract,” setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work of the Project and the basis of payment. The Contract includes the contract documents all of which constitute one instrument.

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

**101.07 Contract Time.** The number of calendar days allowed for completion of the project by the Contractor, including authorized time extensions as required or permitted herein.

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

**101.09 Contractor’s Representative.** The person designated by the Contractor as its representative and serving as its project manager.

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

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

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

**101.13 Special Provisions.** Additions and revisions to the General Conditions, covering conditions peculiar to this individual Contract.

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

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

**101.16 Village.** The Village of Brookfield, Illinois

## **SECTION 102. CONTRACT REQUIREMENTS**

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

**102.01.01** Has carefully examined the provisions of the Contract, inspected in detail the observable conditions at the site of the proposed Project, investigated and become familiar with local legal requirements affecting the Contract and is fully acquainted with the detailed requirements of the work;

**102.01.02** Agrees, subject to the terms and conditions of the contract documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make reasonable examinations or gain a reasonable understanding of the Contract requirements.

**102.02 Certifications.** The executed Contract shall be accompanied by Contractor's Certification in the form attached hereto as Exhibit "A." The Contractor shall certify the following:

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

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

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

**102.02.03.01** Publishing a statement:

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

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

**102.02.03.01.03** Notifying the employee that, as a condition of employment on such Contract, the employee will:

**102.02.03.01.03.01** Abide by the terms of the statement; and

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

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

**102.02.03.02.01** The dangers of drug abuse in the workplace;

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

**102.02.03.02.03** Any available drug counseling, rehabilitation, and employee assistance program; and

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

**102.02.03.03** Making it a requirement to give a copy of the statement required by subparagraph 102.02.03.01.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**102.02.03.04** Notifying the Village within ten (10) days after receiving notice under subparagraph 102.02.03.01.01.02 from an employee or otherwise receiving actual notice of such conviction;

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

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

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

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

**102.02.05 Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a proposal on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

**102.02.06 Prohibited Interest in Contract.** The Contractor shall certify that:

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

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

**102.02.07 Gift Ban.** The Contractor shall certify that:

**102.02.07.01** No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois; and

**102.02.07.02** The Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois.

**102.02.08 Substance Abuse.** The Contractor shall certify that 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.

**102.02.09 Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**102.03 Contract Bond.** The Contractor shall furnish a performance bond and a labor and material payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum in a form acceptable to the Village. (*See the Public Construction Bond Act [30 ILCS 550].*) The Surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time.

## **SECTION 103. VILLAGE'S OBLIGATIONS**

**103.01 Duty to Cooperate.** The Village shall, throughout the performance of work on the Project, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate the timely and efficient performance of work.

### **103.02 Furnishing of Services and Information**

**103.02.01** The Village shall provide, at its own cost and expense, for Contractor's information and use, all of following, which Contractor is entitled to rely upon in performing its work:

**103.02.01.01** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable Contractor to perform the work;

**103.02.01.02** A legal description of the site;

**103.02.01.03** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the site.

## **SECTION 104. SCOPE OF WORK**

**104.01 Intent of the Contract.** The intent of the contract is to prescribe a complete outline of work, which the Contractor undertakes to do in full compliance with the contract documents. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract.

**104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.** The Village reserves the right to make, in writing, at any time during work, changes or alterations in the work and the performance of Extra Work to complete the project satisfactorily. Such changes, alterations and Extra Work shall not invalidate the Contract nor release the Surety. The Contractor shall perform the work as altered. If the alterations or changes significantly change the character of the work under the Contract, an adjustment will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village may determine to be fair and equitable. The basis for the adjustment for work performed by a subcontractor shall be at the cost charged by the subcontractor plus fifteen percent (15%) for the Contractor's overhead and profit. All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. Claims for Extra Work that have not been authorized in writing by the Village will be rejected. The Contractor shall accept payment for alterations, which result in an increase or decrease in the work, to be performed according to the following:

**104.02.01** No allowance will be made for delays or anticipated profits.

**104.02.02** Extra Work which is not included in the Contract, the cost of which is not otherwise agreed to, will be paid for according to Article 109.04.

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

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

Upon written notification, the Village will investigate the conditions, and if it determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding

loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Village will notify the Contractor of its determination whether or not an adjustment of the Contract is warranted.

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

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

## **SECTION 105. CONTROL OF WORK**

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

The Village will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the Village.

The Contract does not require the Village to provide the Contractor with direction or advice on how to do the work. If the Village approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the Village. Any approval or recommendation received by the Village, which causes an increase in cost, will be approved through a valid change order.

Subject to Contractor's rights to payment and the Village's obligation to agree to contract adjustments in time and cost, in case of failure on the part of the Contractor to execute work ordered by the Village, the Village may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or

which may become due the Contractor under the Contract.

Authority to increase the amount payable to the Contractor or to extend the Contract Time may only be exercised by written change order signed by the Village President and authorized by a due and proper vote of the board of trustees. Change orders or a series of change orders that total \$10,000 or more or extend the time of completion by a total of 30 days or more, may only be authorized if the board of trustees determines, in writing, that (1) the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or (2) the change is germane to the original Contract as signed, or (3) the change order is in the best interest of the Village. Contractor shall not be obligated to perform any work relating to a change order unless and until the due and proper vote of the board of trustees is taken, and the approval is transmitted to the Contractor.

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

The Village reserves the right to accept work produced by the Contractor if the Village finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the Contract. In this event, the Village shall document the basis of acceptance by Contract modification, which may provide for an appropriate adjustment in the Contract price for such work or materials as the Village deems necessary to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village and shall be subject to the procedure outlined in Paragraph 109.10.04 of this Contract. Work done contrary to instructions given by the Village or any Extra Work done without written approval given by the Village will be considered as unacceptable, and no payment shall be made therefor under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

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

**105.03 Cooperation by Contractor.** The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village, appointed inspectors and other contractors in every way possible. The Contractor shall

have on the work at all times, as the Contractor's agent, a competent, English-speaking superintendent capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village or authorized representatives. The superintendent shall have full authority to execute orders or directions of the Village without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

**105.04 Authority and Duties of the Village.** The Village Engineer and Village building inspectors are authorized to inspect the project, and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Village building inspectors are not authorized to alter or waive the provisions of the contract documents. The inspectors are not authorized to issue instructions contrary to the contract documents, or to act as foreman for the Contractor. The inspectors have the authority to reject defective work or material and to suspend any work being improperly performed.

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

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

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

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

## **SECTION 106. CONTROL OF MATERIALS**

**106.01 Source of Supply and Quality Requirements.** The materials to be specified for the Project shall meet all quality requirements of the Contract Documents. All materials specified by Contractor for permanent incorporation in the project shall be new unless otherwise specifically prescribed in the contract documents.

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

## **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**107.01 Laws to be Observed.** The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or enactments as exist at the present, of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

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

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

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

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

**107.06 Confidentiality of Information.** Any documents, data, records, or other information relating to the Project and all information secured by the Contractor from the

Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

**107.07 Worker's Compensation Insurance.** Prior to the approval of its Contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the Worker's Compensation Act of the State of Illinois, as amended. Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the Contract has been completed and accepted according to the contract documents; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Village, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said Worker's Compensation Act may be considered as a breach of the Contract.

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

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

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

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

**107.09 Employment Preference.** The Contractor shall comply with the Veterans Preference Act, as amended.

**107.10 Equal Employment Opportunity.** In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be

declared ineligible for future contracts or subcontracts with the Village; and the Contract may be cancelled 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.

During the performance of this Contract, the Contractor shall:

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

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

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

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

**107.10.05** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

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

**107.12 Permits and Licenses.** The Village shall procure all permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor and each subcontractor shall obtain all licenses, and pay all charges and fees for such licenses, required for the lawful prosecution of the work. If the Village requests that the Contractor obtain any permits in connection with the work, the Village shall pay all applicable fees for such permits.

**107.13 Patented Devices, Material, and Processes.** If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, unless required by the contract documents, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement and shall include the cost of such agreement in the price proposed for the work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is

furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and Surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the Contract and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

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

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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

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

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed; or the

Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary; and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

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

**107.16 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

**107.17 Insurance.** The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category

is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

**107.17.01 Worker’s Compensation and Employer’s Liability.**

**107.17.01.01** Worker’s compensation shall be provided according to the provisions of the Illinois Worker’s Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

**107.17.01.02** Employer’s Liability.

**107.17.01.02.01** Each accident \$1,000,000

**107.17.01.02.02** Disease - policy limit \$1,000,000

**107.17.01.02.03** Disease - each employee \$1,000,000

**107.17.02 Commercial General Liability.** Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability.

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

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

**107.17.02.01** General aggregate limit \$2,000,000

**107.17.02.02** Products-completed operations aggregate limit \$2,000,000

**107.17.02.03** Each occurrence limit \$1,000,000

**107.17.03 Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles.

**107.17.03.01** Bodily Injury & Property Damage Liability Limit:

\$1,000,000 each occurrence

**107.17.04 Umbrella Liability.** Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

**107.17.04.01 Liability Limit:** \$10,000,000.00 combined single limit.

**107.17.05** All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

**107.17.06** Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

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

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

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

**107.18.02** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

**107.18.03** Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.

**107.19 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers, in which case the Village shall pay any additional costs associated with such reduced deductibles; or the

Contractor shall procure a bond, at the Village's expense, guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

**107.20.01 General Liability and Automobile Liability Coverages.**

**107.20.01.01** The Village, its officials, agents and representatives are to be named as additional insureds as respects liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents and employees.

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

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

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

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

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

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

**107.21 Verification of Coverage.** The Contractor shall, prior to the Village's executing

the Contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit “E”), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each 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 Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement (Exhibit “F”) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit “F”), such as ISO Additional Insured Endorsements CG 2010 (Exhibit B) or CG 2026 (Exhibit C). The Village reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor’s obligation to obtain and keep in force the required insurance.

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

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

**107.24 Contractor Safety Responsibility.** Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the Village, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties, regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement imposed by the Contractor or a subcontractor. The Contractor agrees to require this workplace safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Village to be a third-party beneficiary of each guarantee.

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

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

**107.27 No Waiver of Legal Rights.** The Village shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor; nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor the work or materials do not in fact conform to the Contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the

Village of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

**107.28 Work Time Restrictions.** The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Village, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Village should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if it shall further determine that loss or inconvenience would result to any party in interest, it may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

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

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

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

## **SECTION 108. PROSECUTION AND PROGRESS**

**108.01 Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village. The Contractor will be permitted to enter into trade contracts. The Village may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No trade contracts, subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or Surety of liability under the Contract and bonds. All transactions of the Village shall be with the Contractor. The Contractor's Representative shall be on the job at all times when either Contract or subcontractor work is being performed. All trade contracts shall be in writing and contain the required Equal Employment Opportunity provisions and labor compliance provisions, including the Contract minimum wage requirements. The Contractor shall permit Village representatives to examine the trade contracts upon notice. Upon joint agreement of the Village and the Contractor, anyone who does not perform satisfactory work will be removed from the premises. The Contractor shall comply at once and shall not employ the subcontractor for any further work under this Contract. All subcontractors shall be licensed with the Village as a condition for approval to perform work on the project.

**108.02 Progress Schedule.** After the award of the Contract and prior to starting work, the Contractor shall submit to the Village a satisfactory progress schedule or critical path schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work before the completion date specified in the contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the Village at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten (10) working days, the Village will select the controlling item of work for the purpose of charging working days. When the contract specifies a completion date and at any time the actual progress is 45 calendar days behind the proposed progress shown on the approved schedule, the Village will select the controlling item of work for the purpose of checking the progress of the work. The Village will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

**108.03 Prosecution of the Work.** The Contractor shall begin the work to be performed under the contract not later than ten days after the execution of the contract by the

Village, unless otherwise provided in the Contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the Village at least 24 hours in advance of either discontinuing or resuming operations.

**108.04 Completion Date.** The Contractor shall complete all work subject to the date on or before the specified completion date contained in the Contractor's Proposal.

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

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

contract time as a result of authorizing a change in methods or equipment under these provisions.

**108.06 Overtime Work.** Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Village's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction Work shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m.

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

**108.08 Wages of Employees on Public Works.** All wages paid by the Contractor, each subcontractor and their subcontractors shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor and their subcontractors of the wage rates set forth in this Contract and any revisions thereto. If the Illinois Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this Contract. (See Exhibit "G")

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

Upon two business days' notice, the Contractor, each subcontractor and their subcontractors shall make available for inspection the records to the Village, its officers and agents, and to the Illinois Director of Labor and its deputies and agents at all reasonable hours at a location within Illinois. The Contractor, each subcontractor and their subcontractors shall permit its employees to be interviewed on the job, during working hours, by compliance investigators

of the Village or the Illinois Department of Labor.

The Contractor, each subcontractor and their subcontractors shall submit monthly, in person, by mail, or electronically a certified payroll to the Village (Exhibit "H"). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor, subcontractor or their subcontractors, as applicable, which avers that:

**108.08.01** Such records are true and accurate;

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

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

**108.09 Suspension of Work.** The Village shall have authority to suspend the work, in whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the Contract or written orders of the Village. Orders to suspend or resume work shall be complied with immediately. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, and take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the Village. The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.08. Except as provided hereinbelow, for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the Village in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Village in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village will evaluate the Contractor's request. If the Village determines that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the wrongful acts or omissions of the Contractor, a subcontractor, their subcontractors, or their suppliers. The

Village will notify the Contractor of its determination whether or not an adjustment of the contract is warranted.

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

#### **108.10 Determination and Extension of Contract Time.**

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

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

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

**108.10.01.03** Fires;

**108.10.01.04** Epidemics;

**108.10.01.05** Strikes or other labor disruptions extending in duration more than five calendar days;

**108.10.01.06** Material delivery;

**108.10.01.07** Cataclysmic events;

**108.10.01.08** Events beyond the control of the Contractor and events not reasonably foreseeable;

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven (7) calendar days of Contractor's identification of the commencement of each such delay requesting an adjustment, and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same.

Interim completion dates incorporated into a Contract subject to a final completion date and completion date plus working days contracts shall be governed by these provisions.

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

**108.10.02** Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the Contract, or unless such extension of time is required as a result of an act or omission of the Village.

**108.11 Failure to Complete the Work on Time.** Time is of the essence to the Contract. Should the Contractor fail to complete a critical path item on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of One Thousand Dollars (\$1,000.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of any work that prohibits the Village's use of the facility or occupation of the premises. The liquidated damage amount specified will accrue and be assessed until the work is substantially complete, and during the completion of any final punch list items that prohibit the Village's use of the facility or occupation of the premises. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

**108.12 Default on Contract.** If the Contractor fails to begin the work under the Contract within the time specified, or fails to perform the work with sufficient workers to ensure the completion of said work within the specified time, or shall perform the work in a manner inconsistent with the contract documents or shall neglect or refuse to require subcontractors to remove materials or perform anew their work as shall be rejected as defective or nonconforming, or if Contractor shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in accordance with terms of the Contract, the Village shall give notice in writing to the Contractor and the Contractor's Surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not cure or commence and diligently pursue a cure of such default, the Village shall, upon written certificate from the Village of the fact of such delinquency and the Contractor's failure to comply with said notice, have the right to terminate this Contract and at its option to call upon the Surety to complete the work according to the terms of the Contract, or it may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its reasonable opinion, shall be required for the completion of said Contract as required herein. When the Village calls upon the Surety to complete the work, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances belonging to Contractor for the purpose of completing the work under the Contract and employ by contract or otherwise any person or persons satisfactory to the Village to finish the work without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the bond. Payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses incurred by the Village in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the Contract has been completed, the Village will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

**108.13 Termination of the Contractor's Responsibility.** Whenever the work called for by the Contract has been completely performed on the part of the Contractor and all parts of the work have been approved by the Village and accepted by the Village according to the Contract, and the final estimate paid, the Contractor's obligations shall then be considered

fulfilled, except those obligations which by their nature extend beyond the completion of the work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

**108.14 Termination for Public Convenience.** The Village may, by written order, terminate the Contract or any portion thereof after determining that for reasons beyond either the Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made at a proportionate value; and no claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Village, and that are not incorporated in the work may, at the option of the Village, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Village. Termination of a contract, as stated above, will not relieve the Contractor or its Surety of the responsibility of replacing defective work as required by the Contract.

## **SECTION 109. MEASUREMENT AND PAYMENT**

**109.01 Measurement of Quantities.** All work completed under the Contract will be measured by the Village.

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

**109.03 Scope of Payment.** The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein

specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and contract documents. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Village shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

**109.04 Payment for Extra Work.** Extra Work which results from any of the changes as specified in Article 104.02 shall not be started until written authorization from the Village is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

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

**109.04.01 Lump Sum Price or Agreed Unit Prices.** When Extra Work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Village.

**109.04.02 Force Account Basis.** When Extra Work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

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

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

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

**109.04.02.04 Equipment.** For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village, the Contractor shall be paid the actual cost of rental of such equipment, including transportation charges paid by the Contractor. The equipment shall be of a type and size reasonably required to complete the Extra Work.

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

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

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

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

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

**109.04.02.07.03** Quantities of materials, prices and extensions.

**109.04.02.07.04** Transportation of materials.

**109.04.02.07.05** Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

**109.04.02.08** Work performed by an approved subcontractor. When Extra Work is performed by an approved subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

**109.04.02.09** All statements of the cost of force account work shall be furnished to the Village not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the Extra Work; are waived and the Village is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

**109.05 Payment for Items Omitted When Partially Completed.** Should the Village cancel or alter any portion of the Contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor shall be paid in accordance with the terms of Section 108.14.

**109.06 Partial Payments and Retainage.** At least once each month, the Contractor shall submit to the Village an Application for Payment, in writing, based upon percent of project completion, and the value thereof.. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Village. After fifty percent (50%) or more of the work is completed, the Village may, at its discretion, approve the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent (5%) of the total adjusted Contract price. When the principal items of the work have been satisfactorily completed, a semi-final Application for Payment may be made with the consent of the Surety. Payment to the Contractor under such Application for Payment shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

**109.07 Partial Payment Documentation.** The Contractor shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Village:

**109.07.01** With whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-subcontractors;

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

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

**109.07.04** The Village shall receive the Contractor's and subcontractors' lien waivers supporting each partial payment estimate in trust and shall hold the lien waivers in trust until payment is made to the Contractor. The Village shall deliver to the Contractor a trust receipt evidencing its receipt of the lien waivers in trust. In the event that the Village fails to make payment to the Contractor in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), the Village shall return the lien waivers from Contractor or its subcontractors supporting the partial payment estimate to the Contractor.

**109.08 Payment approval.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

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

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final approval of the work, provided there exists no lien filed against the public funds or

against any private property on which work is performed according to the law.

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

**109.10 Contract Claims.** If the Contractor claims that additional payment is due under the terms of the Contract or for any other reason arising out of the performance of the Contract and the Village has not agreed, during the ordinary course of Contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to relevant records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Village access to relevant records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made, unless a claim is made in accordance with the procedure outlined in Paragraph 109.10.04. The Contractor may present a claim made by a subcontractor founded upon the terms of the Contract or the actions and orders of the Village without being first required to make payment to the subcontractor provided: the Contractor makes written certification that the subcontractor is entitled to additional compensation; that the subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the subcontractor do not bar payment to the subcontractor. The written certification may authorize the subcontractor to present the subcontractor's claim directly to the Village. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract and any releases or waivers signed by the subcontractor in favor of the Contractor. The Contractor's interest in the subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

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

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

**109.10.01.02** The name of any Village official or employee involved in or

knowledgeable about the claim.

**109.10.01.03** The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.

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

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

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

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

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

**109.10.01.09** A statement containing the following language:

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

\_\_\_\_\_ ,

\_\_\_\_\_

(Name)

(Title)

of \_\_\_\_\_

→

(Company)

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

Dated \_\_\_\_\_

/S/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

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

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies, subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Canceled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (17) All documents including pricing books and bid documents that relate

to each and every claim together with all documents that support the amount of damages as to each claim.

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

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

**109.10.04 Procedure.** The Village provides two administrative levels for claims review.

Level I – Village Project Representative  
Level II - Village Board of Trustees

All claims shall first be submitted at Level I. The Village shall consider all information submitted with the claim and shall render a detailed decision in writing on the claim within ten (10) days after receipt, which decision shall address each required element of the Claim, indicating Village's concurrence or disagreement with such element. Claims not conforming to this article will be returned without consideration. The Village may schedule a claim presentation meeting if in the Village's judgment such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ten (10) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within thirty (30) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within thirty (30) days of the receipt of the written request for appeal.

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

sixty (60) days after the date of the Village Board of Trustees' written decision, the failure to file shall constitute a release and waiver of the claim.

**109.10.05 Basis of Payment.** After resolution of a claim in favor of the Contractor, any adjustment in time required for the Work will be made according to Section 108. Any adjustment in the costs is to be paid in accordance with the terms of this Contract. The above basis of payment is an essential element of the Contract, and the claim cost recovery of the Contractor shall be so limited.

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

**EXHIBIT A**

**CONTRACTOR’S CERTIFICATION**

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

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

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

- (A) The Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) The Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) The Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) The Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
  - (1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
  - b. Specifying the actions that will be taken against employees for violations of such prohibition;
  - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
    - i. Abide by the terms of the statement;
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance program; and
  - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) The Contractor, at the time the Contractor submitted a proposal on this Contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

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

(H) No officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois; and

(I) The Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois.

(J) 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.



## EXHIBIT B

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CG 20 10 03 97

### **ADDITIONAL INSURED B OWNERS, LESSEES OR CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

## EXHIBIT C

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CG 20 26 11 85

### ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT D**

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II B Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for Bodily injury@ or Aproperty damage@ caused, in whole or in part, by Ayour work@ at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the AproductsCcompleted operations hazard@.

CG 20 37 07 04

8 ISO Properties, Inc., 2004

**EXHIBIT E (EXAMPLE)**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) Completed		
PRODUCER  Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		INSURERS AFFORDING COVERAGE		NAIC #		
INSURED  COVERAGES Fully Completed		INSURER A: Name of Insurance Company		Completed		
		INSURER B: Name of Insurance Company		Completed		
		INSURER C: Name of Insurance Company		Completed		
		INSURER D: Name of Insurance Company		Completed		
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY CG001</b>  G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT ((IF REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		<b>AUTOMOBILE LIABILITY CA001</b>  G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		<b>GARAGE LIABILITY</b>  G ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	<b>EXCESS UMBRELLA LIABILITY</b>  G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C		<b>WORKES COMPENSATION AND EMPLOYERS= LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	O WC STATU- _ OTHER TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DIESEASE-POLICY LIMIT \$1,000,000
		<b>OTHER</b> Policy Number Professio		Policy Start Date	Policy End Date	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.  ACORD 25 (2001/08) _ ACORD CORPORATION 1988				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT		

## EXHIBIT F

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability arising out of your work@.

For purposes of this endorsement, arising out of your work@ shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Exhibit G

Cook County Prevailing Wage Rates posted on 12/16/2019

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	

Exhibit G

OPERATING ENGINEER	AII	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	AII	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	AII	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
ORNAMENTAL IRON WORKER	AII	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25
PAINTER	AII	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87
PAINTER - SIGNS	AII	BLD		39.06	43.86	1.5	1.5	2.0	2.0	2.67	3.32	0.00	0.00
PILEDRIVER	AII	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73
PIPEFITTER	AII	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67
PLASTERER	AII	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50
PLUMBER	AII	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	AII	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70
SHEETMETAL WORKER	AII	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86
SIGN HANGER	AII	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00
SPRINKLER FITTER	AII	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65
STEEL ERECTOR	AII	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	AII	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95
TERRAZZO FINISHER	AII	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88
TERRAZZO MASON	AII	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93
TILE MASON	AII	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93
TRAFFIC SAFETY WORKER	AII	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15

## Exhibit G

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

## Exhibit G

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

## Exhibit G

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

## Exhibit G

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

## Exhibit G

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

## EXHIBIT H

### INSTRUCTIONS FOR CERTIFIED PAYROLL FORM **PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.**

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's website at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol) for more detailed information regarding application of the Prevailing Wage Act.

**AFFIDAVIT**

**SUBCONTRACTORS**

**Monthly Statement of Compliance**

**Attach explanation of monies paid, copy of contract or billing, or other pertinent information.**

**Date:** \_\_\_\_\_

Company Name: \_\_\_\_\_

I, \_\_\_\_\_ (name signatory party), \_\_\_\_\_ (title),

Contact Person: \_\_\_\_\_

do hereby state: that I pay or supervise the payment of the persons employed on the public works project

Address: \_\_\_\_\_

Village, State, Zip: \_\_\_\_\_

\_\_\_\_\_ (name of project); that during the payroll period commencing

Telephone Number: \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year),

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

all persons employed on said project have been

Village, State, Zip: \_\_\_\_\_

paid the full wages earned, that no rebates

Telephone Number: \_\_\_\_\_

have been or will be made either directly or indirectly

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

to or on behalf of said \_\_\_\_\_

(name of contractor or subcontractor) from the full

Village, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

Village, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_



**EXHIBIT "E"**

**[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON LANDSCAPE ARCHITECT]**

**RETURN WITH BID**

**PROPOSAL FOR:  
VILLAGE OF BROOKFIELD  
CONGRESS PARK METRA STATION PHASE I  
IMPROVEMENTS PROJECT**

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

1. In conformity with the Notice to Bidders and Invitation for Bids and the Instructions for Bidders, the undersigned, having examined the Proposal and Specifications, submits the following proposal of

---

*(Contractor's Name)*

for the Village of Brookfield Congress Park Metra Station Phase I Improvements Project to be constructed in strict compliance with Notice to Bidders and Invitation for Bids, the General Conditions, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and to which the undersigned agrees to accept as part of the contract.

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

3. The undersigned agrees to complete the work within \_\_\_\_\_ (\_\_\_\_) **calendar days** after the issuance of by the Village of a Notice to Proceed unless an extension of time is granted in accordance with the Specifications.

4. A proposal guaranty in the proper amount, as specified in the Special Provision for Bidding Requirements and Conditions for Contract Proposals, effective January 1, 2002, published by the Illinois Department of Transportation, Bureau of Local Roads, Check Sheet LRS6 accompanies this proposal.

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

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

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

**EXHIBIT "E"**

**[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON LANDSCAPE ARCHITECT]**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Bidder's Proposal of Making Entire Improvements				

The undersigned Contractor acknowledges receipt of the following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**(If an individual):**

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

**Signature of Bidder:** \_\_\_\_\_

**(If a partnership)**

\_\_\_\_\_  
Partnership's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

**Signature of General Partner:** \_\_\_\_\_

**EXHIBIT "E"**

**[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON LANDSCAPE ARCHITECT]**

**(If a corporation)**

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of President

**Signature of President:** \_\_\_\_\_

\_\_\_\_\_  
Name of Secretary

**Attest by Secretary:**

\_\_\_\_\_

EXHIBIT "F"

[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON LANDSCAPE ARCHITECT]

BID BOND

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

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said PRINCIPAL is submitting a written proposal to the Village of Brookfield acting through its President and Board of Trustees for furnishing construction services designated as the Congress Park Metra Station Phase I Improvements Project.

THEREFORE, if the proposal is accepted and a contract awarded to the Principal by the Village of Brookfield for the Congress Park Metra Station Phase I Improvements Project and the Principal shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the contract documents, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

PRINCIPAL

SURETY

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature, Title

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_  
(Names of individuals signing on behalf of PRINCIPAL and SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

**EXHIBIT "F"**

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 201\_\_.

EXHIBIT "G"

[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION  
IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON  
LANDSCAPE ARCHITECT]

CONTRACT

This Contract is made this \_\_\_ day of \_\_\_\_\_, 2020 between the Village of Brookfield, the Village, and \_\_\_\_\_, the Contractor, for the Village of Brookfield Congress Park Metra Station Phase I Improvements Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Village and the agreements set forth in the Proposal hereto attached, to be made Contractor, and according to the terms of the Contract Bond, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following work, furnish all materials and labor necessary to complete the work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with Notice to Bidders and Invitation for Bids, the General Conditions, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's proposal.

B. **Contract Time**

The Contractor shall complete the Work within \_\_\_ (\_\_\_) **calendar days** after the issuance of by the Village of a Notice to Proceed.

C. **Final Payment**

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

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

3. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

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

a. If to the Village:

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

**EXHIBIT "G"**

b. If to the Contractor:

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City State Zip Code*

Attn: \_\_\_\_\_

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

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

Village: Village of Brookfield	Contractor: _____
By: _____ Kit P. Ketchmark, Village President	(If a corporation)
Attest:	By: _____ President
By: _____ Brigid Weber, Village Clerk	Attest:
	By: _____ Secretary
	(If a partnership)
	By: _____ Partner
	(If an individual)
	By: _____

EXHIBIT "H"

[INCLUDED HERE AS AN EXHIBIT FOR LANDSCAPE ARCHITECT'S INCLUSION IN PROJECT MANUAL AND NOT TO IMPOSE ANY OTHER OBLIGATIONS ON LANDSCAPE ARCHITECT]

**CONTRACT BOND**  
**(For Projects in Excess of \$50,000)**

WE, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety is held and firmly bound unto the Village of Brookfield, Illinois in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), lawful money of the United States, well and truly to be paid unto Village of Brookfield, Illinois for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Village of Brookfield, Illinois this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village of Brookfield, Illinois acting through its awarding authority for the performance of work on the captioned contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money. The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Brookfield, Illinois, will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the Contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Brookfield, Illinois, and the Principal has been made.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Brookfield, Illinois and its board of trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Company Name  
By: \_\_\_\_\_

\_\_\_\_\_  
Name of Surety  
By: \_\_\_\_\_

**EXHIBIT "H"**

Signature, Title

Signature of Attorney-in-Fact

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby  
certify that \_\_\_\_\_ and

\_\_\_\_\_  
*(Names of individuals signing on behalf of Principal and Surety)*

who are each personally known to me to be the same persons whose names are subscribed to the  
foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and  
acknowledged respectively, that they signed, sealed and delivered said instrument as their free and  
voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 201\_\_.

**EXHIBIT "I"**

**LANDSCAPE ARCHITECT'S SERVICES FEES**

<b><u>Employee Classification</u></b>	<b><u>Rate Per Hour</u></b>
Senior Principal .....	\$265.00
Principal .....	\$195.00
Senior Associate .....	\$150.00
Associate .....	\$125.00
Junior Associate .....	\$105.00

**EXHIBIT “J”**

**LANDSCAPE ARCHITECT’S CERTIFICATION**

I, Richard G. Hitchcock, hereby certify that I am the President of Hitchcock Design, Inc. (the “Landscape Architect”) and as such hereby represent and warrant to the Village of Brookfield as a condition of any agreement with the Village of Brookfield, Illinois, that the Landscape Architect, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
4. Not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title1, Chapter 17, Section 9-2.

In addition, the Landscape Architect hereby represents and warrants to the Village of Brookfield, Illinois, as a condition of any agreement with the Village of Brookfield, Illinois, that the Landscape Architect:

1. Is not delinquent in any obligation to the Illinois Department of Employment Security.
2. Maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Landscape Architect’s workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

**EXHIBIT “J”**

- (1) The dangers of drug abuse in the workplace;
    - (2) The Landscape Architect’s policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug violations;
  - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
  - D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
  - E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
3. Certifies 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 any interest in the Landscape Architect; or, if the Landscape Architect’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 Landscape Architect, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of the Landscape Architect, the Landscape Architect has disclosed to the Village in writing the name(s) of the holder of such interest.
  4. Certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Landscape Architect in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois;
  5. 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

**EXHIBIT "J"**

speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois;

- 6. 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 Landscape Architect 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.

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

Dated: February \_\_, 2020

Landscape Architect: Hitchcock Design, Inc.

By: \_\_\_\_\_  
Richard G. Hitchcock, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Richard G. Hitchcock, known to me to be the President of Hitchcock Design, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as his free act and deed and as the authorized free act and deed of Hitchcock Design, Inc.

Dated: February \_\_, 2020

\_\_\_\_\_  
Notary Public



## Preliminary Budget Costs

Date: October 22, 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
concrete sidewalk (temp patch 327 sf)	3,190	SF	\$ 10	\$ 31,900
curb ramps (detectable warnings)	30	SF	\$ 35	\$ 1,050
concrete curb and gutter	425	LF	\$ 25	\$ 10,625
asphalt paving - vehicular	780	SY	\$ 50	\$ 39,000
pavement striping	380	LF	\$ 2	\$ 760
under drains	25	LF	\$ 5	\$ 125
storm structure adjustment allowance	1	LS	\$ 5,000	\$ 5,000
under drains	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:				\$ 125,435

**New Parking Lot Improvements Subtotal: \$ 125,435**

**EXHIBIT "J"**

C\14693 **Other Project Costs**

general conditions (10%)	1	LS	10%	\$ 23,084
design and bid contingency (20%)	1	LS	20%	\$ 46,167
construction contingency (5%)	1	LS	5%	\$ 11,542
Subtotal:				\$ 80,792

**Construction Subtotal: \$ 311,627**

**Design and Engineering**

dd/cd phase services (10%)	1	LS	10%	\$ 23,084
construction phase services (5%)	1	LS	5%	\$ 11,542
Subtotal:				\$ 34,625

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

**Project Total: \$ 346,253**



## Request For Board Action

**REFERRED TO BOARD:** February 24<sup>th</sup>, 2020

**AGENDA ITEM NO: 4**

**ORIGINATING DEPARTMENT:** Police Department

**SUBJECT:** Approval of Ordinance 2020-28 Authorizing the Purchase of Two (2) 2020 Dodge Durango Police Pursuit Vehicles (PPV) in the Amount of \$29,640.00 (each) Through the State of Iowa Vehicle Purchasing Program Contract for 2020 Law Enforcement Vehicles.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** Staff requests that the Village Board approve use of general funding to purchase two (2) new vehicles for use in the Police Patrol Division. The new vehicles will replace a 2014 Ford Explorer with 117,456 miles and a 2011 Ford Expedition with 105,341 miles, both of which have exceeded their expected lives for Patrol usage.

Typically, our new vehicles are purchased through a State of Illinois cooperative plan. In December 2019 an order for a new vehicle through the Northwest Municipal Conference Cooperative Purchase Plan was cancelled due to a lack of production capacity. As a result, staff had to pursue other options. Due to limited inventory and model availability in Illinois, staff researched and found broader selections and availability within our neighboring State of Iowa. The State of Iowa Vehicle Purchasing Program also meets public purchasing requirement standards.

**Vehicle:** Two (2) 2020 Dodge Durango PPVs, from Stew Hansen Dodge City, State of Iowa Purchasing Cooperative, Urbandale, Iowa.

**FINANCIAL IMPACT:**

Vehicle: \$29,640 each for a total of \$59,280

**DOCUMENTS ATTACHED:**

1. [Ordinance Approving Purchase](#)
2. [Vehicle Information](#)

**RECOMMENDED MOTION:**

Approve Ordinance above authorizing the Police Department to use general funds to purchase the described vehicles.

**ORDINANCE 2020 – 28**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO  
2020 DODGE DURANGO POLICE PURSUIT VEHICLES BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 24<sup>TH</sup> DAY OF FEBRUARY 2020**

Published in Pamphlet form by  
Authority of the Corporate Authorities  
of the Village of Brookfield, Illinois,  
this 24<sup>th</sup> day of February 2020.

**ORDINANCE 2020 – 28**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO  
2020 DODGE DURANGO POLICE PURSUIT VEHICLES BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

**WHEREAS**, the Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*) authorizes the Village to purchase personal property, supplies and services jointly with one or more other governmental units;

**WHEREAS**, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase and acquire two (2) 2020 Dodge Durango Police Pursuit Vehicles for the police department constituting personal property necessary for the Village to perform essential governmental functions;

**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, waive the procedure prescribed for the submission of competitive bids, solicit proposals in the open market and purchase through the State of Iowa Purchasing Cooperative, operating to facilitate joint purchases, two (2) 2020 Dodge Durango Police Pursuit Vehicles from Stew Hansen Dodge City, Urbandale, Iowa, the price to be paid by the Village having been established within one year

preceding the issuance of the purchase order by the Village, by open and competitive bidding through the State of Iowa Purchasing Cooperative; 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 issue a Purchase Order for the purchase and acquisition of two (2) 2020 Dodge Durango Police Pursuit Vehicles to be therein described on the terms and conditions therein provided;

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

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

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of, negotiate a satisfactory agreement and issue purchase orders for two (2) 2020 Dodge Durango Police Pursuit Vehicle from Stew Hansen Dodge City, Urbandale, Iowa, through the State of Iowa Purchasing Cooperative.

**Section 3:** It is hereby determined that the Village, after due negotiation, has received satisfactory proposals for two (2) 2020 Dodge Durango Police Pursuit Vehicle from Stew Hansen Dodge City, Urbandale, Iowa.

**Section 4:** It is hereby determined that it is advisable, necessary and in the public interest that the Village shall issue and that the Village Manager shall be and is

hereby authorized and directed to execute a Purchase Order for two (w) 2020 Dodge Durango Police Pursuit Vehicle from Stew Hansen Dodge City, Urbandale, Iowa, a copy of which Purchase Order is attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such document being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk of the Village is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

**Section 5:** The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Purchase Order.

**Section 6:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 7:** All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

**Section 8:** This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24<sup>th</sup> day of February 2020, pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of February 2020.

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

**ATTESTED** and filed in my office,  
and published in pamphlet form  
this 24<sup>th</sup> day of February 2020.

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

Exhibit "A"

**PURCHASE ORDER –  
TWO (2) 2020 DODGE DURANGO POLICE PURSUIT VEHICLES**

**VILLAGE OF BROOKFIELD, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS**

**PURCHASE ORDER –  
TWO (2) 2020 DODGE DURANGO POLICE PURSUIT VEHICLES**

**VILLAGE OF BROOKFIELD, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS**

**1. SERVICES & DELIVERABLES.**

Seller agrees to perform the services (“Services”) and/or provide the goods or Service deliverables (collectively referred to as “Goods”), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions (“Agreement”). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the Village of Brookfield village manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller’s prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. Village of Brookfield hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Village of Brookfield shall not be subject to any charges or other fees as a result of such cancellation.

**2. DELIVERY.**

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The Village of Brookfield reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Village of Brookfield may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller’s available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Village of Brookfield’s purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

**3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.**

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the Village of Brookfield. Title to the Goods shall pass to the Village of Brookfield upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the Village of Brookfield, the Village of Brookfield may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the Village of Brookfield shall have the right to require delivery of the Goods not destroyed.

**4. PAYMENT.**

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller’s quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs,

duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the Village of Brookfield's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the Village of Brookfield of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the Village of Brookfield for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the Village of Brookfield within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the Village of Brookfield reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the Village of Brookfield shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

## **5. WARRANTIES.**

**5.1 Services:** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**5.2 Goods:** Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the Village of Brookfield or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the Village of Brookfield for a period of five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the Village of Brookfield Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the Village of Brookfield.

If the Village of Brookfield identifies a warranty problem with the Goods during the warranty period, the Village of Brookfield will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the Village of Brookfield's option, either repair or replace such Goods, or credit the Village of Brookfield's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

## **6. INSPECTION.**

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

## **7. INDEPENDENT CONTRACTOR.**

The Village of Brookfield is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the Village of Brookfield by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the Village of Brookfield, and, therefore, are not entitled to any employee benefits of the Village of Brookfield, including, but not limited to,

any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

#### **8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.**

The Village of Brookfield is a unit of government. No charges will be allowed for taxes from which the Village of Brookfield is exempt. The Village of Brookfield is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village of Brookfield is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The Village of Brookfield shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The Village of Brookfield will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

#### **9. INSURANCE.**

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the Village of Brookfield with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any the Village of Brookfield property under the care, custody or control of Seller or Seller's assistants.

#### **10. INDEMNITY.**

Seller shall indemnify, hold harmless, and at the Village of Brookfield's request, defend the Village of Brookfield, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the Village of Brookfield alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the Village of Brookfield's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

Should the Village of Brookfield's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the Village of Brookfield the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

#### **11. CONFIDENTIALITY.**

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield that is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to

act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the Village of Brookfield Confidential Information. Additionally, Seller agrees to limit its internal distribution of the Village of Brookfield Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Village of Brookfield Confidential Information.

Seller further agrees not to use the Village of Brookfield Confidential Information except in the course of performing hereunder and will not use such Village of Brookfield Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Village of Brookfield Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products that incorporate the Village of Brookfield Confidential Information. All the Village of Brookfield Confidential Information is and shall remain the property of the Village of Brookfield. Upon the Village of Brookfield's written request or the termination of this Agreement, Seller shall return, transfer or assign to the Village of Brookfield all the Village of Brookfield Confidential Information, including all Work Product, as defined herein, and all copies thereof.

## **12. OWNERSHIP OF WORK PRODUCT.**

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the Village of Brookfield without having been designed, customized or modified for the Village of Brookfield do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the Village of Brookfield. Seller hereby agrees to irrevocably assign and transfer to the Village of Brookfield and does hereby assign and transfer to the Village of Brookfield all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The Village of Brookfield will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the Village of Brookfield deems appropriate. Seller agrees: (a) to disclose promptly in writing to the Village of Brookfield all Work Product in its possession; (b) to assist the Village of Brookfield in every reasonable way, at the Village of Brookfield's expense, to secure, perfect, register, apply for, maintain, and defend for the Village of Brookfield's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the Village of Brookfield's name as it deems appropriate; and (c) to otherwise treat all Work Product as the Village of Brookfield Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the Village of Brookfield to Seller shall remain the sole property of the Village of Brookfield.

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the Village of Brookfield any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the Village of Brookfield or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield's business, or the Village of Brookfield's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

### **13. TERMINATION.**

The Village of Brookfield may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the Village of Brookfield shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets, including any additional costs to be incurred by the Village of Brookfield in completing the Services.

The Village of Brookfield may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the Village of Brookfield shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the Village of Brookfield if the Village of Brookfield fails to pay Seller within sixty (60) days after Seller notifies the Village of Brookfield in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the Village of Brookfield of all the Village of Brookfield Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the Village of Brookfield's instructions, will promptly deliver to the Village of Brookfield all such the Village of Brookfield Confidential Information and/or Work Product.

### **14. REMEDIES.**

If Seller breaches this Agreement, the Village of Brookfield shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the Village of Brookfield shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the Village of Brookfield's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the Village of Brookfield; and any resale so made shall be for the account of Seller.

### **15. FORCE MAJEURE.**

The Village of Brookfield shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the Village of Brookfield is so excused, both parties may terminate the Agreement; and the Village of Brookfield shall at its expense and risk, return any Goods received to the place of shipment.

### **16. SEVERABILITY.**

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **17. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE VILLAGE OF BROOKFIELD BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE VILLAGE OF BROOKFIELD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**18. ASSIGNMENT; WAIVER.**

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Village of Brookfield. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Village of Brookfield without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

**19. NON-EXCLUSIVE AGREEMENT.**

This is not an exclusive agreement. The Village of Brookfield is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

**20. NOTICES.**

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Village of Brookfield representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

**21. SURVIVAL OF OBLIGATIONS.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**22. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

**23. ENTIRE AGREEMENT; MODIFICATION.**

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the Village of Brookfield, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

**24. COMPLIANCE WITH LAWS.**

**24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

**24.2 Hazardous Materials:** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

**24.3 Customs:** Upon the Village of Brookfield's request, Seller will promptly provide the Village of Brookfield with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

**25. INJUNCTIVE RELIEF.**

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the Village of Brookfield for which there will be no adequate remedy at law and, in the event of such breach, the Village of Brookfield will be entitled to seek injunctive relief, or a decree of specific performance.

**26. CERTIFICATIONS.**

Seller shall submit to the Village of Brookfield a certification that attests the following:

**26.1** The Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**26.2** The Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

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

**26.4** The Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

**26.5** The Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

**26.6** 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 Seller in accordance with Code of Ordinances of the Village of Brookfield;

**26.7** No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value 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 Seller in violation of the Code of Ordinances of the Village of Brookfield; and

**26.8** The Seller has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Brookfield.

**Village of Brookfield**  
 8820 Brookfield Avenue  
 Brookfield, IL 60513  
 Phone 708-485-7344  
 Fax 708-485-9508

<b>Purchase Order</b>
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<b>Supplier Name</b>	Stew Hansen Dodge City	<b>Order Date:</b>	February 24, 2020
<b>Address</b>	12103 Hickman Road	<b>Payment Terms:</b>	
<b>City, State</b>	Urbandale, Iowa	<b>F.O.B. Point:</b>	
<b>Zip</b>	50323	<b>Freight Terms:</b>	
<b>FAX:</b>	(515) 251-5354	<b>Acct Code:</b>	
<b>Phone:</b>	(515) 251-4234	<b>Tax Exempt No.:</b>	98-1912-07
<b>Attn:</b>			

**Ship To:**  
 Village of Brookfield  
 8820 Brookfield Avenue  
 Brookfield, IL 60513  
 Phone: 708-485-7344  
 Attn: Timothy C. Wiberg, Village  
 Manager

**Invoice To:**  
 Village of Brookfield  
 8820 Brookfield Avenue  
 Brookfield, IL 60513  
 Phone: 708-485-7344  
 Attn: Douglas Cooper, Finance  
 Director

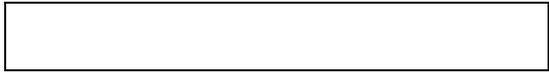
Tax ID:			Ship via:			Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total		
98-1912-07								
1	2	WDEE75	2020 Dodge Durango Police Pursuit Vehicle Base Vehicle Price		\$34,870.00	\$69,740.00		
<b>Packages</b>								
2	2	22Z	Quick Order Package 22Z Durango Pursuit Vehicle		N/C	N/C		
<b>Powertrain</b>								
3	2	EZH	Engine: 3.6L V6 24V VVT I w/ESS		N/C	N/C		
4	2	DFD	Transmission: 8-Speed Automatic (850RE)		N/C	N/C		
5	2	DPM	3.45 Rear Axle Ratio		Included	Included		
6	2	Z6J	GVWR: 6,500 lbs.		Included	Included		
<b>Wheels &amp; Tires</b>								
7	2	TP5	Tires: P265/60R18 BSW On/Off Road		N/C	N/C		
8	2	WP1	Wheels: 18" x 8.0" Painted Aluminum		N/C	N/C		
<b>Seats &amp; Seat Trim</b>								
9	2	H7	Cloth Low-Back Bucket Seats		N/C	N/C		
<b>Other Options</b>								
10	2	APA	Monotone Paint Application		N/C	N/C		
11	2	YEP	Manufacturer's Statement of Origin		N/C	N/C		
12	2	ADL	Skid Plate Group Front Suspension Skid Plate; Fuel Tank Skid Plate Shield; Transfer Case Skid Plate Shield; Underbody Skid Plate		\$295.00	\$590.00		
13	2	UAG	Radio: Uconnect 4 w/7" Display		N/C	N/C		
<b>Fleet Options</b>								
14	2		FCA 5-yr./100,000 Mile Powertrain Limited Warranty All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5)		N/C	N/C		

			receive the 3-year 36,000 mile Basic Limited Warranty and the 5-year/100,000 mile Fleet Powertrain coverage. The 5-year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and RAM vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.			
			<b>Interior Colors For: Primary w/Pursuit</b>			
15	2	X9	Black		N/C	N/C
			<b>Primary Colors For: Primary w/Pursuit</b>			
16	2	PXJ	DB Black Clearcoat		N/C	N/C
			Vehicle Subtotal		\$35,165.00	\$70,330.00
			Destination		<u>\$1,495.00</u>	<u>\$2,990.00</u>
			Vehicle Subtotal (including Destination)Total		\$36,660.00	\$73,320.00
			Discount		<u>(\$8,160.00)</u>	<u>(\$16,320.00)</u>
			Total		\$28,500.00	\$57,000.00

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*Timothy C. Wiberg, Village Manager*

**Village of Brookfield**  
 8820 Brookfield Avenue  
 Brookfield, IL 60513  
 Phone 708-485-7344  
 Fax 708-485-9508



Supplier Name Stew Hansen Dodge City  
 Address 1 12103 Hickman Road  
 City, State, Zip Urbandale, Iowa 50323

**Purchase Order Comments**

DIMENSIONS & CAPACITIES 2020 Dodge Durango 4dr AWD Pursuit (WDEE75)

Output..... 293 hp@ 6,400 rpm  
 Torque ..... 260 lb.-ft. @ 4,000 rpm  
 Drag coefficient..... 0.35  
 1st gear ratio ..... 4.714  
 2nd gear ratio..... 3.143  
 3rd gear ratio ..... 2.106  
 4th gear ratio..... 1.667  
 5th gear ratio..... 1.285  
 6th gear ratio..... 1.000  
 7th gear ratio..... 0.839  
 8th gear ratio..... 0.667  
 Reverse gear ratio ..... 3.295  
 City/hwy ..... 18 mpg/25 mpg  
 Curb weight .....4,814 lbs.  
 GVWR .....6,500 lbs.  
 Payload.....1,460 lbs.  
 Towing capacity .....6,200 lbs.  
 Front legroom.....40.3"  
 Rear legroom .....38.6"  
 Front headroom .....39.9"  
 Rear headroom .....39.8"  
 Front hip room.....57.0"  
 Rear hip room.....42.8"  
 Front shoulder room .....58.5"  
 Rear shoulder room .....50.4"  
 Passenger area volume ..... 99.2 cu.ft.  
 Length.....20 1.2"  
 Body width .....75.8"  
 Body height .....70.9"  
 Wheelbase .....119.8"  
 Front track .....63.9"  
 Rear track .....64.1"  
 Turning radius .....18.5'  
 Fuel tank ..... 24.6 gal.  
 Interior cargo volume ..... 47.7 cu.ft.  
 Interior cargo volume seats folded ..... 47.7 cu.ft.  
 Interior maximum cargo volume .....84.5 cu.ft.

**Warranty:**

Months/Distance  
 Basic: 36 month/36,000 Miles  
 Powertrain: 60 months/100,000 Miles  
 Corrosion Perforation: 60 months/unlimited mileage  
 Roadside Assistance: 60 months/60,000 Miles

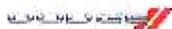
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 Name & Title

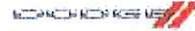
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 Date

## 2020 Dodge Durango Pursuit



**Stew Hansen Dodge City**





Prepared For:

Prepared By:  
Administrator  
Stew Hansen Dodge City  
12103 Hickman Rd  
Urbandale, Iowa, 50323  
Phone: 5152514234  
Fax: 5152515354

**SELECTED EQUIPMENT** **2020 Dodge Durango**

**4dr AWD Pursuit (WDEE75)**

**MSRP**

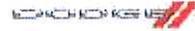
WDEE75	Base Vehicle Price (WDEE75)	STD	34,870.00
<b>Packages</b>			
2BZ	Quick Order Package 2BZ <i>Durango Pursuit Vehicle</i>	OPT	N/C
<b>Powertrain</b>			
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	N/C
DFT	Transmission: 8-Speed Automatic (850RE)	STD	N/C
DLK	3.45 Rear Axle Ratio	STD	N/C
Z6K	GVWR: 6,500 lbs	STD	N/C
<b>Wheels &amp; Tires</b>			
TP5	Tires: P265/60R18 BSW On/Off Road	STD	N/C
WP1	Wheels: 18" x 8.0" Painted Aluminum	STD	N/C
<b>Seats &amp; Seat Trim</b>			
H7	Cloth Low-Back Bucket Seats	STD	N/C
<b>Other Options</b>			
APA	Monotone Paint Application	STD	N/C
YEP	Manufacturer's Statement of Origin	OPT	N/C
ADL	Skid Plate Group <i>Front Suspension Skid Plate; Fuel Tank Skid Plate Shield; Transfer Case Skid Plate Shield; Underbody Skid Plate</i>	OPT	295.00
UAG	Radio: Uconnect 4 w/7" Display	STD	N/C

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## SELECTED EQUIPMENT Continued

		MSRP	
Fleet Options			
	FCA 5 yr/100,000 Mile Powertrain Limited Warranty <i>All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and RAM vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.</i>	OPT	N/C
Interior Colors For : Primary w/Pursuit			
X9	Black	OPT	N/C
Primary Colors For : Primary w/Pursuit			
PXJ	DB Black Clearcoat	OPT	N/C
<b>Vehicle Subtotal</b>			<b>\$35,165.00</b>
<b>Destination</b>			<b>\$1,495.00</b>
<b>Vehicle Subtotal (including Destination)</b>			<b>\$36,660.00</b>

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Prepared For:

Prepared By:

Administrator  
Stew Hansen Dodge City  
12103 Hickman Rd  
Urbandale, Iowa, 50323  
Phone: 5152514234  
Fax: 5152515354

**PRICE SHEET** **2020 Dodge Durango**

4dr AWD Pursuit (WDEE75)

	<b>MSRP</b>
<b>Vehicle Price (excluding option discounts)</b>	<b>\$35,165.00</b>
<b>Vehicle Subtotal</b>	<b>\$35,165.00</b>
Option Credits	0.00
Other (Discount)Margin	(8,160.00)
Incentives	0.00
<b>Total Other Items</b>	<b>(8,160.00)</b>
Net Selling Price	\$27,005.00
Destination	1,495.00
<b>Total Quote</b>	<b>\$28,500.00</b>
<b>TOTAL</b>	<b>\$28,500.00</b>

\_\_\_\_\_  
**Customer Signature**

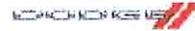
\_\_\_\_\_  
**Date**

Added necessary Equipment:

Driver side Spotlight:	\$590.00
Secure Park (stay-on feature) and Dimming feature for night usage:	\$550.00

**GRAND TOTAL: \$29,640.00**

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**Prepared For:**

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Phone: 5152514234  
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**DIMENSIONS & CAPACITIES**

**2020 Dodge Durango**

**4dr AWD Pursuit (WDEE75)**

Output .....	293 hp @ 6,400 rpm
Torque .....	260 lb.-ft. @ 4,000 rpm
Drag coefficient .....	0.35
1st gear ratio .....	4.714
2nd gear ratio .....	3.143
3rd gear ratio .....	2.106
4th gear ratio .....	1.667
5th gear ratio .....	1.285
6th gear ratio .....	1.000
7th gear ratio .....	0.839
8th gear ratio .....	0.667
Reverse gear ratio .....	3.295
City/hwy .....	18 mpg/25 mpg
Curb weight .....	4,814 lbs.
GVWR .....	6,500 lbs.
Payload .....	1,460 lbs.
Towing capacity .....	6,200 lbs.
Front legroom .....	40.3 "
Rear legroom .....	38.6 "
Front headroom .....	39.9 "
Rear headroom .....	39.8 "
Front hiproom .....	57.0 "
Rear hiproom .....	42.8 "
Front shoulder room .....	58.5 "
Rear shoulder room .....	50.4 "
Passenger area volume .....	99.2 cu.ft.
Length .....	201.2 "
Body width .....	75.8 "
Body height .....	70.9 "
Wheelbase .....	119.8 "
Front track .....	63.9 "
Rear track .....	64.1 "
Turning radius .....	18.5'
Fuel tank .....	24.6 gal.

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## DIMENSIONS & CAPACITIES Continued

Interior cargo volume .....	47.7 cu.ft.
Interior cargo volume seats folded .....	47.7 cu.ft.
Interior maximum cargo volume .....	84.5 cu.ft.

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**Prepared For:**

**Prepared By:**  
Administrator  
Stew Hansen Dodge City  
12103 Hickman Rd  
Urbandale, Iowa, 50323  
Phone: 5152514234  
Fax: 5152515354

**WARRANTY** **2020 Dodge Durango**

**4dr AWD Pursuit (WDEE75)**

**Months/Distance**

Basic .....	36 month/36,000 miles
Powertrain .....	60 month/100,000 miles
Corrosion Perforation .....	60 month/unlimited mileage
Roadside Assistance .....	60 month/60,000 miles

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary. Reference DX05102932 11/20/2019



## Request For Board

REFERRED TO BOARD: February 24<sup>th</sup>, 2020

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Special Use Permit to Allow a Daycare Facility at 9109 Ogden Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant for PZC Case 20-01 requests approval of a Special Use to operate a daycare at 9109 Ogden Avenue. The applicant plans to operate a daycare in the 6,000 square foot building with capacity for 78 children and 10 employees.

The Planning and Zoning Commission met to review the staff report, application and testimony from the public on January 23<sup>rd</sup>, 2020. Staff had included two recommended conditions for the project:

- 1) That the parking area to the west of the building be utilized only for employee parking and not for pick-up or drop-off of children
- 2) That the business receive a permit from the State of Illinois Department of Children and Family Services

They voted unanimously to adopt staff's Findings of Fact and recommend approval of the Special Use to the Village Board of Trustees with the following amendments to staff's recommendation:

- ~~1. That the parking area to the west of the building be utilized only for employee parking and not for pick-up or drop-off of children.~~
2. 1. That the business receive a permit from the State of Illinois Department of Children and Family Services.
2. That the business install directional signage to turn southbound off Ogden Avenue through the parking area west of the building
3. That the business stripe four parallel parking spaces in the parking area adjacent to the building.

This was discussed by the Village Board at the February 10<sup>th</sup>, 2020 Committee of the Whole meeting. The Ordinance as presented contains the following conditions for approval:

The parking lot to the west of the building on the Property shall:

- 1) Be striped to designate four (4) parking spaces adjacent to the building;
- 2) The four (4) parking spaces shall be designated with signage as "Employee Parking Only";
- 3) Drop off and pick up of children shall not be permitted from the parking lot to west of the building;
- 4) Contain signage prohibiting the drop off and pick up of children from the parking lot; and
- 5) Contain signage restricting vehicular traffic to one way travel southbound only.
- 6) Receive a permit from the State of Illinois Department of Children and Family Services

In addition:

- 1) A substantial physical barrier (concrete planters, bollards or similar barriers) be placed along the west and north perimeters of the concrete pad spaced sufficiently close together to prevent a motor vehicle from accessing the space immediately north of the building on the Property (currently paved with concrete)
- 2) The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services. The operator of the daycare center on the Property shall cease operation of the daycare center on the Property shall cease operation of the daycare center on the Property at any time that his child care license is not in good standing

Additionally, it should be noted that at the Committee of the Whole meeting on February 10, 2020 there were discussions regarding the safety concerns of walking children along Ogden Avenue to enter and leave the facility. This is the main reason the condition regarding a landscape plan to assist in protecting the facility was added. Please note that on February 18, 2020 at approximately 7:45 am a vehicle did veer off of Ogden Avenue and crash into the building at 8906 Ogden Avenue (this is approximately 3 blocks East of the proposed daycare facility). The Chief Building Inspector reports that this is the 29<sup>th</sup> time since 2006 that he has been called out on Ogden Avenue for this type of incident. In an effort to address this the petitioner is proposing installing a series of concrete planters in front of the building. The Chief of Police has also provided comments and a recommendation of bollards in the attachments.

**FINANCIAL IMPACT:**

N/A

**DOCUMENTS ATTACHED:**

1. [Ordinance](#)
2. [Draft PZC Minutes for 1/23/20](#)
3. [Staff Report and Special Use Application](#)
4. [Photo of Accident at 8906 Ogden Avenue](#)
5. [Email from Chief Petrak and Photo of Recommended Bollards](#)
6. [Proposed Concrete Planters and Locations](#)

**RECOMMENDED MOTION:**

Review and consideration of Special Use by Village Board of Trustees

ORDINANCE 2020-29

**AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE FOR A  
DAYCARE CENTER FOR THE PROPERTY LOCATED AT  
9109 OGDEN AVENUE IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 24<sup>TH</sup> DAY OF FEBRUARY 2020

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 24<sup>th</sup> day of February 2020.

ORDINANCE 2020-29

**AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE FOR A DAYCARE CENTER FOR THE PROPERTY LOCATED AT 9109 OGDEN AVENUE IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, *et seq.*), and pursuant to the applicable provisions of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, the applicant, Carolina Sanchez, the proposed lessee, with the consent of Michael Kuhn and Alice Kuhn, beneficiaries of Chicago Title and Trust Company, as successor trustee to Wintrust Asset Management Company, N. A. under Trust Agreement dated May 14, 1999 and known as trust number LFT-1322, the owner, has filed a Special Use Application to permit the operation of a child daycare center on the property which is legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”);

**WHEREAS**, the Property is presently zoned C-1 General Service District, and the Property abuts property on the north, east and west sides presently zoned C-1 General Service District and on the south side presently zoned A-1 Single-Family Residential District;

**WHEREAS**, after due public notice having been published in the *Brookfield Landmark* on January 8, 2020, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Special Use Application on January 23, 2020, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application materials, took sworn testimony and accepted

evidence pertaining to the Special Use Application for consideration of the requested special use, and all persons who desired to be heard on the matter were heard;

**WHEREAS**, the Planning and Zoning Commission, having duly considered the question of approval of the special use to permit a child daycare center at the Property has caused a written report of its determination and recommendation approving the special use to authorize a child daycare center at the Property to be submitted to the President and Board of Trustees (the “Corporate Authorities”) of the Village of Brookfield, Illinois (the “Village”) and which is attached hereto as Exhibit “B”;

**WHEREAS**, based on the evidence presented at the hearing, the Village of Brookfield Planning and Zoning Commission made the following findings of fact, which are summarized as follows:

- A. The Subject Property is located at 9109 Ogden Avenue, Brookfield, Illinois. Carolina Sanchez is the proposed lessee of the Property. The Special Use Application was filed with the consent of Michael Kuhn and Alice Kuhn, beneficiaries of Chicago Title and Trust Company, as successor trustee to Wintrust Asset Management Company, N. A. under Trust Agreement dated May 14, 1999 and known as trust number LFT-1322, the owner of the Property;
- B. The Property is located in the C-1 General Service District. Therefore, pursuant to Section 62-30 of the Brookfield Code, the proposed daycare center is a permissible use to be considered to be permitted as a special use in the C-1 General Service District;
- C. The proposed special use at the Subject Property to permit a daycare center is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole because the daycare center would offer service for children 6 weeks old to 12 years old, Monday through Friday, from 6:00 AM to 6:00 PM, which would provide the public, including residents of the village, with a conveniently located child care facility;
- D. After having considered the availability of locations for a daycare center at other sites which may permit the requested daycare center as a “use of right” and which may be more appropriate, no site was identified which

would permit the daycare center as a “use of right” which was more appropriate because a daycare center is only permitted as a “use of right” in the C-3 Centralized Commercial District in the village, and there are no currently available locations for a daycare center in the C-3 Centralized Commercial District in the village;

- E. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, certain special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use because:
1. There are safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property created by the granting of the special use due to the possibility of the unlicensed operation of a daycare center. The Child Care Act of 1969 requires daycare centers, with certain exceptions not applicable to the proposed special use, to be licensed by the Illinois Department of Children and Family Services. Therefore, to mitigate the safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property, it is recommended that the following condition be imposed:
    - a. The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services;
  2. There is motor vehicle traffic impact on the surrounding neighborhood created by the granting of the special use because the Property is located on Ogden Avenue, a four-lane state highway with considerable traffic volume particularly during the morning and evening rush hours. The pattern of dropping off and picking up children at the daycare center would likely occur during the peak hours of traffic volume. There is a likelihood that traffic turning into the parking area to the west of the building will back up onto Ogden Avenue creating a potential traffic hazard. Therefore, to mitigate the motor vehicle traffic impact on the surrounding neighborhood, it is recommended that the following conditions be imposed:
    - a. That directional signage be installed to turn southbound off Ogden Avenue through the parking area adjacent to the building on the Property; and

- b. That the parking area be striped to designate four (4) parking spaces adjacent to the building;
- F. All requisite conditions for the approval of the requested special use to permit the operation of a daycare center on the Property have been met by the applicant;
- G. The standards for the granting of the special use have been met and proved by the applicant; and
- H. It is in the best interests of the Village that the special use be approved to permit the operation of a daycare center on the Property, subject to the conditions set forth in this ordinance;

**WHEREAS**, the Village of Brookfield Planning and Zoning Commission determined that the following standards have been met and proved by the applicant:

- A. The proposed special use to permit the operation of a daycare center on the Property is necessary and desirable to provide a service or a facility that is in the interest of public convenience or will provide for the general welfare of the zoning district or the village as a whole;
- B. After having considered the availability of locations for a daycare center at other sites which may permit the requested daycare center as a “use of right” and which may be more appropriate, no site would permit the daycare center as a “use of right” which was more appropriate; and
- C. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, the following special conditions, limitations, controls or other mechanisms need be undertaken to lessen or preclude any undesirable effects of granting the special use:
  - 1. The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services;
  - 2. Directional signage shall be installed to turn southbound off Ogden Avenue through the parking area adjacent to the building on the Property; and
  - 3. The parking area shall be striped to designate four (4) parking spaces adjacent to the building;

**WHEREAS**, in accordance with the aforesaid laws and ordinances, the Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit the operation of a daycare center on the Property;

**NOW, THEREFORE, BE IT ORDAINED** by the 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: Findings.** Based on the evidence presented at the hearing, the corporate authorities regarding the special use find that:

- A. The Subject Property is located at 9109 Ogden Avenue, Brookfield, Illinois. Carolina Sanchez is the proposed lessee of the Property. The Special Use Application was filed with the consent of Michael Kuhn and Alice Kuhn, beneficiaries of Chicago Title and Trust Company, as successor trustee to Wintrust Asset Management Company, N. A. under Trust Agreement dated May 14, 1999, and known as trust number LFT-1322, the owner of the Property;
- B. The Property is located in the C-1 General Service District. Therefore, pursuant to Section 62-30 of the Brookfield Code, the proposed daycare center is a permissible use to be considered to be permitted as a special use in the C-1 General Service District;
- C. The proposed special use at the Subject Property to permit a daycare center is necessary and desirable to provide a service or a facility that is in the interest of public convenience or will provide for the general welfare of the zoning district or the village as a whole because the daycare center would offer service for children 6 weeks old to 12 years old, Monday through Friday, from 6:00 AM to 6:00 PM, which would provide the public, including residents of the village, with a conveniently located child care facility;
- D. After having considered the availability of locations for a daycare center at other sites which may permit the requested daycare center as a “use of right” and which may be more appropriate, no site was identified which

would permit the daycare center as a “use of right” which was more appropriate because a daycare center is only permitted as a “use of right” in the C-3 Centralized Commercial District in the village, and there are no currently available locations for a daycare center in the C-3 Centralized Commercial District in the village;

E. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, certain special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use because:

1. There is motor vehicle traffic impact on the surrounding neighborhood created by the granting of the special use because the Property is located on Ogden Avenue, a four-lane state highway with considerable traffic volume particularly during the morning and evening rush hours. The pattern of dropping off and picking up children at the daycare center would likely occur during the peak hours of traffic volume. There is a likelihood that traffic turning into the parking area to the west of the building will back up onto Ogden Avenue creating a potential traffic hazard. Therefore, to mitigate the motor vehicle traffic impact on the surrounding neighborhood, the following conditions shall be imposed:

The parking lot to the west of the building on the Property shall:

- a. Be striped to designate four (4) parking spaces adjacent to the building;
- b. The four (4) parking spaces shall be designated with signage as “Employee Parking Only”;
- c. Drop off and pick up of children shall not be permitted from the parking lot to the west of the building;
- d. Contain signage prohibiting the drop off and pick up of children from the parking lot; and
- e. Contain signage restricting vehicular traffic to one-way travel southbound only;

2. There are safety concerns on the surrounding neighborhood and the persons entering and leaving the Property created by the granting of the special use because there is a space immediately north of the building on the Property (currently paved with concrete) which could potentially be accessed by a motor vehicle. The presence of a motor

vehicle at this location would pose a safety concern to persons, particularly young children, entering and exiting the building. Therefore, to mitigate the possibility that a motor vehicle could potentially access the space immediately north of the building on the Property (currently paved with concrete), the following condition shall be imposed:

- a. A substantial physical barrier (concrete planters, bollards or similar barriers) be placed along the west and north perimeters of the concrete pad spaced sufficiently close together to prevent a motor vehicle from accessing the space immediately north of the building on the Property (currently paved with concrete);
3. There are safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property created by the granting of the special use due to the possibility of the unlicensed operation of a daycare center. The Child Care Act of 1969 requires daycare centers, with certain exceptions not applicable to the proposed special use, to be licensed by the Illinois Department of Children and Family Services. Therefore, to mitigate the safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property, the following condition shall be imposed:
- a. The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services. The operator of the daycare center on the Property shall cease operation of the daycare center on the Property at any time that its child care license is not in good standing;
- F. All requisite conditions for the approval of the requested special use to permit the operation of a daycare center on the Property have been met by the applicant;
- G. The standards for the granting of the special use have been met and proved by the applicant; and
- H. It is in the best interests of the Village that the special use be approved to permit the operation of a daycare center on the Property, subject to the conditions set forth in this ordinance;

**Section 3: Compliance with Standards.** The corporate authorities find that

the following standards have been met and proved by the applicant:

- A. The proposed special use to permit the operation of a daycare center is necessary and desirable to provide a service or a facility that is in the interest of public convenience or will provide for the general welfare of the zoning district or the village as a whole;
- B. After having considered the availability of locations for the daycare center at other sites which may permit the requested daycare center as a “use of right” and which may be more appropriate, no site would permit the daycare center as a “use of right” which was more appropriate; and
- C. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, the certain special conditions, limitations, controls or other mechanisms need to be undertaken to lessen or preclude any undesirable effects of granting the special use as set forth in this ordinance.

**Section 4: Approval of Special Use.** The corporate authorities hereby approve a special use on the Property to permit the operation of a daycare center subject to the following conditions:

- 1. To mitigate the motor vehicle traffic impact on the surrounding neighborhood, it is recommended that the following condition be imposed:

The parking lot to the west of the building on the Property shall:

- a. Be striped to designate four (4) parking spaces adjacent to the building;
  - b. The four (4) parking spaces shall be designated with signage as “Employee Parking Only”;
  - c. Drop off and pick up of children shall not be permitted from the parking lot to the west of the building;
  - d. Contain signage prohibiting the drop off and pick up of children from the parking lot; and
  - e. Contain signage restricting vehicular traffic to one way travel southbound only;
- 2. To mitigate the possibility that a motor vehicle could potentially access the space immediately north of the building on the Property (currently paved with concrete), it is recommended that the following condition be imposed:

- a. A substantial physical barrier (concrete planters, bollards or similar barriers) be placed along the west and north perimeters of the concrete pad spaced sufficiently close together to prevent a motor vehicle from accessing the space immediately north of the building on the Property (currently paved with concrete); and
3. To mitigate the safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property, it is recommended that the following condition be imposed:
  - a. The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services. The operator of the daycare center on the Property shall cease operation of the daycare center on the Property at any time that its child care license is not in good standing.

**Section 5: Severability.** If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this Ordinance are declared to be severable.

**Section 6: Incorporation of Exhibits.** All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

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

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

**ADOPTED** this 24<sup>th</sup> day of February 2020 pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of February 2020.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 24<sup>th</sup> day of February 2020

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

**Exhibit "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 3, 4, 5, AND 6 IN BLOCK 2 IN ROOSEVELT PARK, BEING A SUBDIVISION IN PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-03-216-064-0000 and 18-03-216-004-0000

Commonly known as 9109 Ogden Avenue, Brookfield, Illinois.

**Exhibit “B”**

**DETERMINATION AND RECOMMENDATION OF THE  
PLANNING AND ZONING COMMISSION**

**From:** Village of Brookfield Planning and Zoning Commission  
**To:** President and Board of Trustees of the Village of Brookfield, Illinois  
**Re:** **PZC 20-01 9109 Ogden Avenue, Brookfield, Illinois.**  
**Applicant:** Carolina Sanchez

Special Use Application requesting a special use permit to operate a daycare center on the property commonly known as 9109 Ogden Avenue, Brookfield, Illinois.

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Due public notice was published in the *Brookfield Landmark* on January 8, 2020, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the applicant’s Special Use Application on Thursday, January 23, 2020, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Application for consideration of the requested special use, and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a special use to permit the operation of a daycare center on the property commonly known as 9109 Ogden Avenue, Brookfield, Illinois, based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

- A. The Subject Property is located at 9109 Ogden Avenue, Brookfield, Illinois. Carolina Sanchez is the proposed lessee of the Property. The Special Use Application was filed with the consent of Michael Kuhn and Alice Kuhn, beneficiaries of Chicago Title and Trust Company, as successor trustee to Wintrust Asset Management Company, N. A. under Trust Agreement dated May 14, 1999, and known as trust number LFT-1322, the owner of the Property;
- B. The Property is located in the C-1 General Service District. Therefore, pursuant to Section 62-30 of the Brookfield Code, the proposed daycare center is a permissible use to be considered to be permitted as a special use in the C-1 General Service District;
- C. The proposed special use at the Subject Property to permit a daycare center is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole because the daycare center would offer service for children 6 weeks old to 12 years old, Monday through Friday, from 6:00 AM to 6:00 PM, which would provide the public, including residents of the village, with a conveniently located child care facility;
- D. After having considered the availability of locations for a daycare center at other sites which may permit the requested daycare center as a “use of right” and which may be more appropriate, no site was identified which would permit the daycare center as a “use of right” which was more appropriate because a daycare center is only permitted as a “use of right” in the C-3 Centralized Commercial District in the village, and there are no currently available locations for a daycare center in the C-3 Centralized Commercial District in the village;
- E. After having considered any unique, special or unusual circumstances, the extent of the same and what, if any, special conditions, limitations, controls or other mechanisms may be undertaken to lessen or preclude any undesirable effects of granting the special use, certain special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use because:
  - 1. There are safety concerns on the surrounding neighborhood and the persons patronizing the daycare center on the Property created by the granting of the special use due to the possibility of the unlicensed operation of a daycare center. The Child Care Act of 1969 requires daycare centers, with certain exceptions not applicable to the proposed special use, to be licensed by the Illinois Department of Children and Family Services. Therefore, to mitigate the safety concerns on the surrounding neighborhood and the

persons patronizing the daycare center on the Property, it is recommended that the following condition be imposed:

- a. The operator of the daycare center on the Property shall obtain and maintain a child care license issued by the Illinois Department of Children and Family Services.
2. There is motor vehicle traffic impact on the surrounding neighborhood created by the granting of the special use because the Property is located on Ogden Avenue, a four-lane state highway with considerable traffic volume particularly during the morning and evening rush hours. The pattern of dropping off and picking up children at the daycare center would likely occur during the peak hours of traffic volume. There is a likelihood that traffic turning into the parking area to the west of the building will back up onto Ogden Avenue creating a potential traffic hazard. Therefore, to mitigate the motor vehicle traffic impact on the surrounding neighborhood, it is recommended that the following conditions be imposed:
- a. That directional signage be installed to turn southbound off Ogden Avenue through the parking area adjacent to the building on the Property; and
  - b. That the parking area be striped to designate four (4) parking spaces adjacent to the building;
- F. All requisite conditions for the approval of the requested special use to permit the operation of a daycare center on the Property have been met by the applicant;
- G. The standards for the granting of the special use have been met and proved by the applicant; and
- H. It is in the best interests of the Village that the special use be approved to permit the operation of a daycare center on the Property, subject to the conditions set forth in this ordinance.

**VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513**

**JOURNAL OF THE PROCEEDINGS OF THE  
PLANNING AND ZONING COMMISSION**

**HELD ON THURSDAY, JANUARY 23<sup>rd</sup>, 2020  
IN THE BROOKFIELD VILLAGE HALL**

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**MEMBERS PRESENT:** Chairman: Charles Grund; Commissioners: Jennifer Hendricks, Karen Miller, Mark Weber, Chris Straka;

**ALSO PRESENT:** Elyse Vukelich, Village Planner; Michael Garvey, Village Trustee;

On Thursday, January 23<sup>rd</sup>, 2020, 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.

**Public Hearings**

**PZC Case 20-01 – Special Use for Let’s Play Daycare at 9109 Ogden Avenue**

Motion to open the public hearing by Commissioner Miller, seconded by Commissioner Straka. The motion carried 5-0.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed special use. She explained that the proposed daycare would have the capacity for 78 children and 10 employees. She gave a summary of their business operations.

Vukelich explained that the code requires this business to have 26 parking spaces. Though the site only has four on-site parking spaces, they are leasing 11 parking spaces at 4111 Park Avenue. The code allows businesses to utilize public parking within 1,000 feet of the business. Those spaces can reduce the requirement by one required space for every four public parking spaces. Let’s Play is able to meet the parking requirement by utilizing public parking spaces on Park and Elm Avenue, both north and south of the alley.

Vukelich mentioned that a daycare in this location is consistent with the Comprehensive Plan’s future land use map. She also stated that there is a non-conforming freestanding sign on the property, but that the business is aware it will need to be removed. Their future signage will conform to the requirements of the recently adopted sign ordinance.

Vukelich stated that if the Commission chooses to recommend this special use for approval to the Village Board, that staff recommends placing two conditions on the project: First, that the parking area to the west of the building only be utilized for employee parking and not for pick-up or drop-off. Second, that the business receive a permit from the State of Illinois Department of Children and Family Services.

Commissioner Hendricks asked where drop off would take place. Vukelich said that it would take primarily place in the public parking spaces on Park Avenue and Elm Avenue, and that parents would walk their children into daycare. She said staff felt this was preferable to parents pulling into the parking area west of the building to drop children off. Staff did not want to encourage traffic in the alley or congestion on Ogden Avenue.

Commissioner Weber said he could see parents pulling into the parking area. He hopes that the daycare center would have very distinct signage and direction to the parents that no one can stop on Ogden Avenue. He also asked about ADA spaces. Vukelich said they are not required to have an ADA space.

Commissioner Miller asked if there are enough parking spaces to accommodate a large group of parents dropping off at a particular time. Vukelich added that the 4111 Park Avenue spaces could also be utilized for drop off. She also said the applicant will explain the drop-off window of time and how that relieves congestion. She said that it does meet the code in terms of the parking requirement.

Commissioner Straka asked if it's DCFS that accepts the use of Ehlert Park as an outdoor play area. Vukelich said yes.

Chairman Grund said that he isn't sure that the Village can truly regulate where parents are parking, especially when they are in a hurry.

Commissioner Miller said she would like to hear how they manage drop off at other locations.

Vukelich said that the first condition brings a consequence to parents parking in the area west of the building. If they were violating the condition, the Village could revoke the special use permit.

Chairman Grund asked about the second condition, which requires them to obtain a permit from DCFS. Vukelich said it was important to include just in case they did not have one, so that the Village wouldn't be allowing an operational daycare without a license.

Commissioner Hendricks asked if there was a sidewalk on the west side of the building. Vukelich stated that it is all concrete and there is no designated walkway.

Commissioner Weber asked if they do receive approval, but parents are pulling in to the area west of the building for drop off, could the Village go back and suggest that they stripe the area for parking. Vukelich stated that the first step would be to warn them that they are violating the conditions of their special use permit.

Commissioner Hendricks stated that she is concerned about the condition because it is the parents of the children who would be violating it, not the business. She is not sure how the business would prevent it.

Chairman Grund asked who would be out there ensuring that it is only be utilized for employee parking. Vukelich said she would let the applicant elaborate on that.

#### PUBLIC COMMENT:

Connie Mastodonado of 9103 Ogden stated that she owns the business next door and has concerns about parking for her clients. She is concerned that the parents are going to be utilizing all the public parking for pick up and drop off, and she wants to ensure that her clients have places to park as well.

Commissioner Weber asked how long her clients typically stay. Mastodonado stated that they stay anywhere from 15 minutes to a few hours.

Jim Carlson of 4110 Park Avenue stated that he supports the special use of a daycare at this location. He believes the area to the west of the building should be used for pick-up and drop-off. He works at another daycare. He also lives directly behind the business and says that the alley is already utilized like a street.

Mastodonado said that she does not believe the public parking has the capacity for 78 children to be picked up and dropped off daily.

Carlson stated that the public parking spaces on Park and Elm are two-hour parking. Vukelich confirmed this.

#### APPLICANT PRESENTATION:

Jeff Fields of 8014 46<sup>th</sup> Street in Lyons represents Let's Play Daycare. He stated that the drop-off window from 6:00 AM to 9:30 PM should alleviate congestion. He said with the three current locations there are no issues with heavy congestion or parents fighting over parking spaces. He said that he would be happy to put signage in the area west of the building stating that it is only employee parking. He also said they have good communication with the parents and could let them all know via email.

Chairman Grund asked the applicant where he thought the parents would plan to park when he first looked at the building.

Fields explained that when he first looked at the building, he believed the area west of the building would be good for pick-up and drop-off, but that he was amenable to staff's suggestion. Chairman Grund asked what he would prefer. Fields indicated that he felt the public parking on Elm and Park was enough, and that though 78 children may seem like a lot they have three other centers with higher capacity who do not experience congestion.

Chairman Grund asked if there was a pick-up window in the evening. Fields said pick-up typically takes place from 3:00 PM to 6:00 PM, but there is no designated window.

Chairman Grund ensured that Fields understood that 78 is the maximum for the number of children for this facility if they receive approval. Fields said that he understood.

Commissioner Miller said that she prefers the idea of having the employees utilize the 11 parking spaces at 4111 Park Avenue and allowing parents to use the area west of the building for pick up and drop off.

Commissioner Weber said that he agrees.

Commissioner Hendricks asked if the area west of the building was a street. Vukelich stated that it is private property, and she considers it a parking area or drive aisle.

Chairman Grund stated that if people were previously parking on an angle in that area, they were doing that incorrectly. He stated that you couldn't stripe it for angled parking.

Trustee Garvey asked if there is any directional control for the area west of the building. Vukelich stated that there was not, that you could enter off of Ogden or the alley. Trustee Garvey asked if there was concern or need for directional signage or control. He also asked if staff was concerned about traffic backing up onto Ogden Avenue if parents are utilizing that area for pick up or drop off.

Vukelich stated that the parking area is 25 feet wide, so it could barely be utilized as a two-way drive aisle if no one was parking in it. She also said that staff was concerned about traffic backing up onto Ogden if it was utilized as a drop off or pick up area.

Commissioner Weber said that given the close communication Let's Play has with the parents, couldn't the parents be warned to utilize the public parking on Park and Elm? Fields said that there are parent handbooks which detail where they can park. He said they could send out notices via email.

Chairman Grund said that if the Village put a restriction on it, he recommends that there is some directional control so that traffic only enters off Ogden Avenue. Commissioner Straka said that he agrees, and that the business should utilize directional signage.

Jim Carlson of 4110 Park Avenue said he lives directly behind the business and that the alley is utilized by trucks often. He said that the parking on Park and Elm is not very far from the building, and he does not believe that parking in those spaces and walking will be a deterrent.

Connie Mastodonado of 9103 Ogden said that previously, trucks would pull up onto the sidewalk or park temporarily on Ogden Avenue to drop off auto parts for the previous business. She says this would be a dangerous situation for a facility with children.

Motion to close the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

#### COMMISSIONER DELIBERATION:

Commissioner Straka stated that he believes that there should be directional signage directing traffic southbound through the parking area.

Commissioner Hendricks stated that she agrees with the directional signage and would also prefer striping of the parallel parking spaces. She has concerns about people parking on the apron. She doesn't have a preference for whether it is parent or employee parking.

Commissioner Weber said that if the 11 spots on 4111 Park Avenue are designated as employee parking, he feels the issue of where to park will work itself out. He could see parents utilizing it but moving quickly through. He wonders if the Village could change the public parking on Park and Elm to 15 minute parking.

Commissioner Miller said she views the area west of the building as a flex space for employees or parents.

Chairman Grund said that he agrees with the other commissioners. The alleys are already utilized. He thinks the issue will work itself out and that it is not necessary to regulate.

Commissioner Straka asked how many employees are typically there at one time. Fields said that there are 10 employees, but not all are there all day.

Commissioner Weber asked if the other facilities are at capacity. Fields said that the other facilities are usually around 50% capacity.

The Commissioners discussed the proposed conditions, and agreed upon the changes they want to make.

Commissioner Hendricks made a motion, seconded by Commissioner Miller, to approve PZC Case 20-01 with the following changes to staff's recommendation:

1. To strike the first condition proposed by staff, which was "That the parking area to the west of the building be utilized only for employee parking and not for pick up or drop off of children."
2. To keep the second condition proposed by staff, which was "That the business receive a permit from the State of Illinois Department of Children and Family Services."
3. To add a condition: "That the business install directional signage to turn southbound off Ogden Ave through the parking area adjacent to the building."
3. To add a condition: "That the business stripe four parallel parking spaces in the parking area adjacent to the building."

The motion carried 5-0.

PZC Case 20-02 – Variance for 3518 Oak Avenue

Motion to open the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed variance. She mentioned that the applicant recently came before the Commission to request three variances, which were approved by the Village Board. The applicant is coming back to request a fourth variance for building coverage. She mentioned that the building coverage for the home that was demolished was 37%, though the requirement of the A-1 Zoning District is 35%.

She stated that on the previous application the building coverage calculation did not include the square footage of the garage. The applicant is requesting an additional 8.3% of coverage, or 261 square feet of coverage, to bring the property up to 43.3% building coverage.

Chairman Grund asked if the previously approved setbacks still meet the requirements. Vukelich confirmed that they do.

Trustee Garvey stated that the staff report lists the Village Board meeting as February 27<sup>th</sup>, but clarified that it is February 24<sup>th</sup>.

Chairman Grund asked if staff has done analysis of adjacent properties to see if they meet the building coverage requirement. Vukelich stated that she did one for lot area on the previous application, and found that several other homes on the block were on substandard lots. She believes there are homes on the block that do not meet the building coverage requirements, and pointed out that the previous home did not meet the building coverage requirements.

Commissioner Weber asked about stormwater management. Vukelich confirmed that the property will need to meet the stormwater ordinance.

Commissioner Straka pointed out that the proposal meets the greenspace requirement.

Commissioner Hendricks asked what the benefit of meeting the building coverage requirement is. Vukelich stated that along with the greenspace requirement, it is intended to prevent flooding and overdevelopment. Commissioner Hendricks asked if the stairs and deck were included in the building coverage calculation. Vukelich said no, but that they do not count towards greenspace.

Commissioner Miller said that the building coverage requirement also contributes to the neighborhood's character. Vukelich pointed out that the additional square footage has been added to the rear and does not necessarily affect the look of the home from the street.

APPLICANT PRESENTATION:

The applicant did not have anything to add since she had recently given a presentation on her proposal for the variances she applied for in 2019.

PUBLIC COMMENT:

None.

Motion to close the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

COMMISSIONER DELIBERATION:

Chairman Grund stated that he doesn't believe the commission has ever given a variance for building coverage. He wishes he had more information about the rest of the block.

Commissioner Straka said that he lives nearby, and he does not believe that this would be out of conformance with the other properties on the street.

Commissioner Hendricks had concerns about the conditions of approval that the applicant listed. She felt that the applicant did not answer the questions fully or describe a hardship. She would prefer that the conditions of approval be clarified or changed.

Commissioner Weber said that the structural issues the property faced due to a contractor error could be the hardship.

Commissioner Hendricks said it is a concern that they are not using the footprint of the previous home and that they are actually increasing the coverage from what the previous home had. She said if the condition were listed as being met it would potentially be acceptable.

Commissioner Straka said that the conditions were acceptable at the previous hearing. Commissioner Miller asked if it was fair to closely examine the conditions on this variance if they didn't do so on the applicant's previous application. Chairman Grund pointed out that that was for setbacks, not the building coverage.

Commissioner Hendricks stated that the setbacks were in the character of the neighborhood. She suggested that they adopt different conditions of approval.

Commissioner Hendricks also said she wasn't sure there was a hardship. Miller said that she agrees because the original home had a smaller building coverage.

Vukelich suggested that they ask the applicant what she plans to do if her variance is denied.

Reina Salto, the applicant, spoke on why she was requesting the variance.

Chairman Grund asked where the footprint of the home was increasing. Vukelich stated that the home on this site plan is larger than the one that was demolished. She clarified that the previous site plan at the last Planning and Zoning Commission meeting did not meet the building coverage requirement because the calculation did not include the garage. The applicant altered her site plan for the Village Board meeting because she did not request that variance. She is now requesting that variance.

Commissioner Hendricks explained to the applicant that the legal conditions require a hardship to approve a variance. She does not believe there is one.

Vukelich suggested that the if the concern is adding more square footage than what was there previously, that the Commission add a condition to limit the building coverage to 37%, which is what the previous home had. The commissioners felt this was acceptable.

Commissioner Straka made a motion, seconded by Commissioner Hendricks, to approve PZC Case 20-02 with the following changes to staff's recommendation:

1. To add a condition: "That the maximum building coverage be 37% in lieu of the proposed 43.3%"

The motion carried 5-0.

### **New Business**

Approval of Minutes from November 21st, 2019 with amendments. Motion by Commissioner Hendricks, seconded by Chairman Grund. Motion carries, 3-0, with Commissioners Straka and Miller abstaining.

**Old Business**

Commissioner Straka asked if the TIF districts were approved. Trustee Garvey stated that it had been, and that the boundaries were amended.

**Staff Update**

Vukelich gave a presentation on the Department of Community Development’s upcoming projects for 2020, including improvements to the Congress Park Metra Station, new bike shelters at the Congress Park and Brookfield Metra Stations, the Kiwanis Park canoe launch, the Des Plaines River Trail South extension bike path, the Ogden Land Use Plan, and the new crosswalks at Grand and Prairie.

**Next Meeting:**

Scheduled for Thursday, February 27<sup>th</sup>, 2020.

**Adjournment**

At approximately 8:25 p.m. there was a motion made by Commissioner Straka to adjourn, seconded by Commissioner Miller. Motion carries, 5-0.

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

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# Village of Brookfield

## Planning and Zoning Commission Staff Report

**TO:** The Village of Brookfield's Planning and Zoning Commission

**HEARING DATE:** January 23<sup>rd</sup>, 2020

**FROM:** The Village of Brookfield's Community Development  
Department

**PREPARED BY:** Elyse Vukelich, Village Planner

### TITLE

**PZC Case 20- 01 – Special Use Permit for Let's Play at 9109 Ogden Avenue;** The applicant requests a special use permit for the property at 9109 Ogden Avenue for a daycare.

### GENERAL INFORMATION

**APPLICANT:** **Carolina Sanchez**  
2723 S 60<sup>th</sup> Court  
Cicero, IL 60804

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

### PROPERTY INFORMATION

**EXISTING ZONING:** C-1 General Commercial District  
**EXISTING LAND USE:** Vacant  
**PINs:** 18-03-216-064-0000 & 18-03-216-004-0000

### SURROUNDING ZONING AND LAND USES:

North: C-1 General Commercial; Vehicle rental  
South: A-1 Single Family Residential; Single Family Home  
East: C-1 General Commercial; Office  
West: C-1 General Commercial; Animal hospital

## ANALYSIS

### SUBMITTALS

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

1. Application for Public Hearing;
2. Certification of Legal Notice Published January 8<sup>th</sup>, 2020 in the *Riverside Brookfield Landmark*;
3. Signed Affidavit for the Mailed Letters to Surrounding Property Owners Indicating Public Hearing;

### DISCUSSION

The applicant plans to lease the property at 9109 Ogden Avenue to operate a daycare. The applicant operates three other daycares in the area, all called "Let's Play." A daycare is a special use in the C-1 General Commercial District per the use table in Section 62-30 of the Village Code. The property is currently vacant and was previously occupied by an auto parts store.

**Exhibit 1: Site Location and Aerial**



Section 62-24 code defines day care as the following:

*(c) Day care. Uses providing care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day. Examples include state-licensed child care centers, preschools, nursery schools, head start programs, after-school programs and adult day care facilities. Day care expressly includes state-accredited adult day care facilities and facilities for child care, as defined in the Illinois Child Care Act.*

*(1) Day care center. A facility licensed by the State of Illinois that provides day care for more than eight children or any number of adults.*

*(2) Day care home. A dwelling unit licensed by the State of Illinois in which day care is provided for more than three but no more than eight children, excluding all natural, adopted and foster children of the residents of the dwelling unit.*

The applicant plans to operate what is considered a daycare center, as it will have more than eight children. The facility will be licensed by the State of Illinois, though the process with the State must take place after they receive approval of their special use permit from the Village.

The building measures 6,000 SF, and according to the Illinois Department of Children and Family Services (DCFS), there must be a minimum of 35 square feet of activity area per child over the age of two years. The applicant has stated that approximated 4,500 square feet will be dedicated to activity area. The applicant believes they have the capacity for 78 children in this facility. However, during the DCFS licensing process, the amount of children permitted will be strictly capped.

In terms of operations, the applicant plans to be open Monday through Friday from 6:00 AM to 6:00 PM. Parents will be able to drop their children off between 6:00 AM and 9:30 AM. The applicant anticipates that this will relieve congestion in the area, because rather than all parents arriving at the same time for drop-off, they are able to arrive whenever is most convenient for them. Pick-up is allowed any time before 6:00 PM.

DCFS has outdoor play area requirements for daycares. However, the requirement for an on-site outdoor play area can be waived if the daycare is close to a park. Ehlert Park is two blocks south of 9109 Ogden Avenue. Let's Play plans to organize daily field trips to Ehlert Park. As a result, there will be no outside play area on the site at 9109 Ogden Avenue.

### **Parking**

Section 62-290 of the Village Code requires that day cares provide 1 parking space per employee, plus 1 space for each five children or adults. Let's Play is planning to have the capacity for 78 children ( $78/5 = 15.6 = 16$ ), and 10 employees (10). Therefore, the required amount of parking for this business is 26 parking spaces.

The site itself has an area for parking just west of the building. According to the requirements laid out in Section 62-266 of the Village Code, this 25.11 feet x 100 feet space can accommodate four parallel parking spaces. Let's Play plans to use this area for employee parking only. Staff recommends placing a condition on this proposed special use permit that the area west of the building only be utilized for employee parking, and that no drop-off or pick-ups take place in this area. Staff does not want to encourage more traffic utilizing this alley, or congestion within the drive aisle.

In addition, the applicant has provided a signed lease with the owner of 4111 Park Avenue to lease 11 parking spaces (highlighted in the aerial on the following page). Off-site parking is permitted in the C-1 District under Section 62-223 of the Village Code. This leaves 11 parking spaces to be accounted for.

Section 62-291 details the options for parking credits, including public parking. The code states:

*(d) Public parking. Nonresidential uses may receive credit for parking spaces within a nearby public parking lot or public parking garage, as follows:*

*(1) The nearest pedestrian entrance to the public parking lot or garage must be*

- located within 1,000 feet of the lot on which the subject use is located;
- (2) The parking facility must be open to the general public from at least 8:00 a.m. to 8:00 p.m.;
- (3) Minimum parking requirements may be reduced by one parking space for every four parking spaces within the public parking lot or garage, not to exceed a total reduction of more than 25 spaces.

There are 14 public parking spaces on the Park Avenue and 14 public parking spaces on Elm Avenue that can count towards this requirement, as they are in 1,000 feet of the site and available between 8:00 AM and 8:00 PM. With only one for every four spaces counting towards the requirement, this can account for seven more parking spaces ( $28/4 = 7$ ).

While there is public parking on the north side of Ogden Avenue on Elm Avenue and Park Avenue, this should not be utilized by this business. Pedestrians should not be encouraged to cross Ogden Avenue where there is no signalized intersection. There is more public street parking on Elm Avenue and Park Avenue south of the alley. This is still well within 1,000 feet of 9109 Ogden Avenue and has no permitting restrictions on who is able to park there. Therefore, eight on-street parking spaces on Elm Avenue and eight on-street parking spaces on Park Avenue account for the rest of the difference ( $8/4 = 2$ ).

**Exhibit 2: Location of Parking**



Ultimately, the parking calculation results in the following:

**Exhibit 3: Parking Calculation Table**

Location	Number of Spaces	Notes
9109 Ogden (on-site)	4	Employee parking only
Elm Avenue	14/4 = 3.5	Public street parking, counts for 3.5 spaces
Park Avenue	14/4 = 3.5	Public street parking, counts for 3.5 spaces
4111 Park Avenue	11	Leased off-site parking
Elm Avenue south of alley	8/4 = 2	Public street parking, counts for 2 spaces
Park Avenue south of alley	8/4 = 2	Public street parking, counts for 2 spaces
	<b>=26</b>	

**PUBLIC COMMENT**

There have been no public comments 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 on January 23<sup>rd</sup>, 2020.

**DISCUSSION**

Standards of Review for Special Uses

Chapter 62-Zoning, Article IX, of the Village of Brookfield’s Code of Ordinances outlines the process and the standards of review for special uses. In developing its recommendation, the Planning and Zoning Commission shall determine the following (*applicants answers below with staff comments in italics*):

**If, and to what extent, the proposed special use at the particular location is necessary and desirable to provide a service or a facility;**

We are proposing to allow a child daycare center use. The center would offer service for children 6 weeks old to 12 years old, Monday through Friday, from 6:00 AM to 6:00 PM. We currently have 3 centers with the same hours, days and age range. The Center will have a drop off window, rather than a drop off time. The window will be from 6:00 AM to 9:30 AM. Parents may also pick up their child at any given time throughout the day. There is no set pick up time. This is done to alleviate traffic congestion that is caused by having a set arrival and/or dismissal time.

**If, and to what extent, the proposed special use at the particular location is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole;**

The district is zoned for commercial use and licensed child care center will fit that use perfectly within the area. We plan to have a positive impact in the area by offering quality child care service. We would also be a good fit within the area. One block east of the property location is CSS (Community Support Services). They are a nonprofit that help developmentally disabled people and we believe we would be a good fit within this neighborhood.

**Whether other sites are available which permits the requested special use as a permitted use and whether such sites are more appropriate locations;**

*A day care is not a permitted by right use anywhere in the Village of Brookfield.*

**Whether due to any unique or unusual circumstances, any special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use;**

All new construction will be completed including flooring, electrical, plumbing and, if need be, roof and HVAC work. Construction will comply with codes mandated by the Village of Brookfield.

## RECOMMENDATIONS

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Staff recommends discussion and consideration of the proposed special use permit. If approved, staff recommends the following conditions:

1. That the parking area to the west of the building be utilized only for employee parking and not for pick up or drop off of children.
2. That the business receive a permit from the State of Illinois Department of Children and Family Services.

If are in agreement with the applicant's responses to the standards of review and votes to recommend approval of the proposed special use permit to the Village Board of Trustees, staff anticipates that the recommendation will be reviewed by the Committee of the Whole on February 10<sup>th</sup>, 2020 and by subsequent vote by the Village Board on February 24<sup>th</sup>, 2020.



Village of Brookfield  
 Planning and Zoning Commission Application Packet

**Special Use Permit Application**

**Applicant Information:**

- 1. Name and Phone Number of contact person for application process Jeff Fields - 708-983-5615 Cell phone
- 2. Petitioner's Name Carolina Sanchez
- 3. Petitioner's Address 2723 S 60th Court Cicero, IL 60804
- 4. Phone Number 708-833-0486
- 5. Email Address cermak@letsplaychildcare.com
- 6. Fax Number 708-853-7905
- 7. Owner of Record Name LaGrange Motor Parts Company - Michael Kuhn - President
- 8. Owner of Record Address PO Box 69 LaGrange, IL 60525

**Property Information:**

- 9. Common Street Address 9109 Ogden Ave Brookfield, IL 60513
- 10. Legal Description Lots 3, 4, 5 and 6 in Block 2 in Roosevelt Park, being a subdivision in part of the west 1/2 of the northeast 1/4 of section 3, township 38 north, range 12 east of the third principal meridian, in cook county, IL
- 11. Permanent Tax Index Number 18-03-216-064-0000 (Building) & 18-03-216-004-0000 (Parking)
- 12. When did the owner acquire the property? Pending special use permit

13. Is the petitioner in the process of purchasing/leasing the property? Yes  No   
 If so, is the purchase/lease contingent on approval of the special use? Yes  No

14. Is your property use presently (check one): Conforming  Non-conforming

15. If the property is a non-conforming use, please explain: Current pole sign is not in compliance, as per Village Planner Elyse Vukelich. We will make adjustments to be in compliance or remove sign completely.  
Parking is also not in village compliance. There are 7 public spots on Elm Ave at the south side of Ogden Ave and 7 spots on Park Ave on the south side of Ogden Ave. We have also arranged to rent 11 parking spots at 4111 Park Ave.

**16. Surrounding Zoning and Land Use:**

	Zoning District	Land Use
North	C1	Commercial
South	A-1	Residential
East	C1	Commercial
West	C1	Commercial

**Special Use Permit Application, continued**

17. What is the Zoning Classification of the subject property? C-1
18. What is the special use requested? Child daycare center

**Conditions for Approval (attach a separate sheet if necessary):**

19. Describe the proposed use's compatibility with the intent and purpose of the property's zoning district:  
We are proposing to allow a child daycare center use. The center would offer service for children 6 weeks old to 12 years old, Monday through Friday, from 8:00 AM to 6:00 PM. We currently have 3 centers with the same hours, days and age range. The Center will have a drop off window, rather than a specific drop off time. The window will be from 6:00 A.M. to 9:30 A.M. Parents may also pick up their child at any given time throughout the day. There is no set pick up time. This is done to alleviate traffic congestion that is caused by having a set arrival and/or dismissal time.

20. Describe the proposed use's compatibility with existing uses on site and in the vicinity:  
The district is zoned for commercial use and a licensed child care center will fit that use perfectly within the area. We plan to have a positive impact in the area by offering quality child care service. We would also be a good fit within the area. One block east of the property location is CSS (Community Support Services). They are a nonprofit that help developmentally disabled people and we believe we would be a good fit within this neighborhood.

21. Describe what special actions, if any, are contemplated to modify any unique, special, or unusual impacts which the special use may cause or intensify upon properties and uses upon public facilities or neighboring properties:  
All new construction will be completed including flooring, electrical, plumbing and, if need be, roof and HVAC work. Construction will comply with codes mandated by the Village of Brookfield.

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

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

Carolina Sanchez  
Petitioners Signature

12-18-19  
Date

Michael Kim  
Owner's Signature (or authorized agent)

12-18-19  
Date

**AFFIDAVIT OF OWNERSHIP AND TRUST DISCLOSURE**

COUNTY OF Cook )  
 ) ss

STATE OF ILLINOIS )

I, (print name) Michael Kuhn, 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): 9109 Ogden, Brookfield

and that such property is owned by (print owner's name) Michael Kuhn 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, Michael Kuhn, as trustee/beneficiary of The Chicago Title Trust Company Trust Number 1322

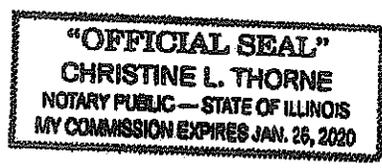
pursuant to Section 765 ILCS 405 of the Illinois Compiled Statutes, being first duly sworn, hereby state and represent that the person/persons, Body/Bodies Politic, corporation/corporations or other entity/entities below designated is/are the beneficiary/beneficiaries of said land trust, that the beneficiary/beneficiaries 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
Michael Kuhn	117 Fuller road	50% JT
Alice Kuhn	117 Fuller road	50% JT

Michael Kuhn  
 (Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
9 DAY OF December, 2019

Christine L. Thorne  
 (Notary Public)



**AFFIDAVIT OF PUBLIC NOTICE  
TO SURROUNDING PROPERTY OWNERS**

The undersigned petitioner, on oath states that the undersigned notified, in writing, the owners of all property within 250 feet, excluding rights of way, in each direction of the property to which his petition relates, by personal delivery or by mail; that a public hearing would be held to consider such petition; that such notice was given no less than 15 days prior to such hearing; and that the owners so notified, are those shown on the last available tax records of the county. (Please attach a list of notified property owners).

Carolina Sanchez  
(Print Name)

Carolina Sanchez  
(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

9<sup>th</sup> DAY OF January, 2020

Patricia Resendiz  
(Notary Public)

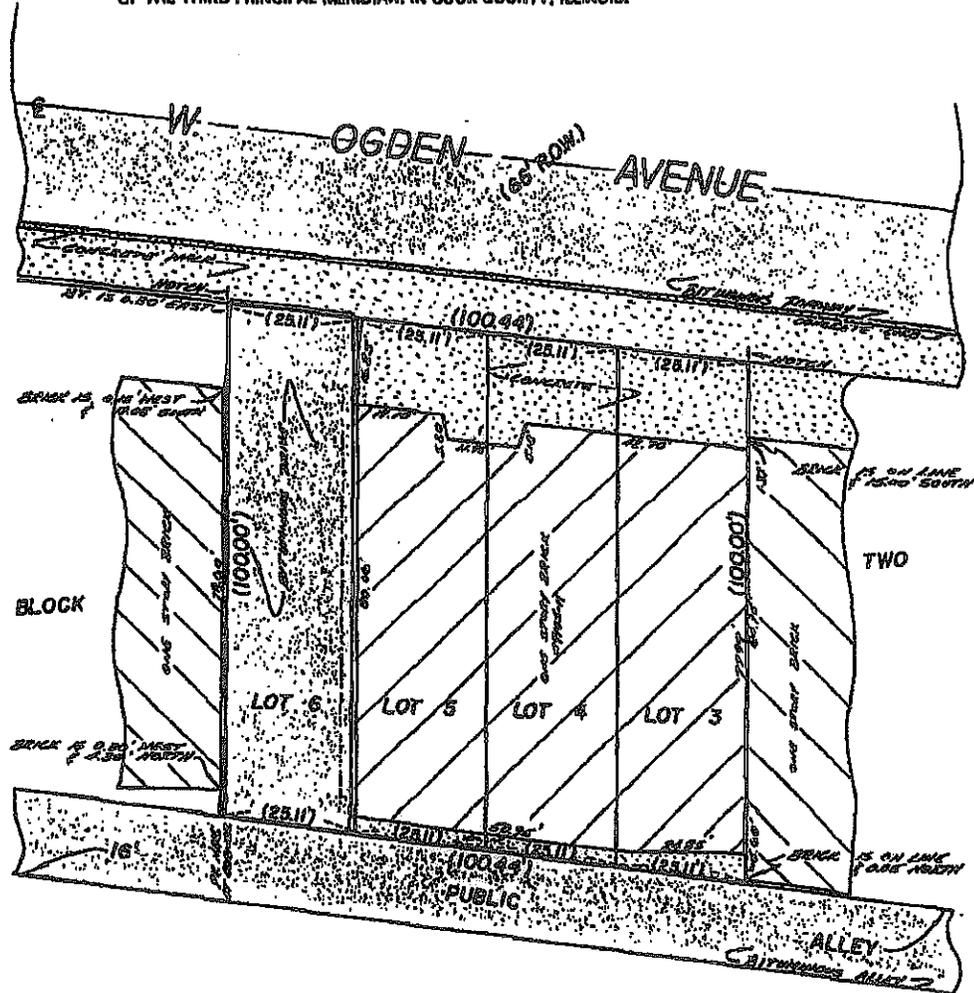


**Legend**

- ⊙ Monumentation Found
- Monumentation Set
- (R#) Record Dimension
- X- Fence Line

# Plat of Survey

LOTS 3, 4, 5 AND 6 IN BLOCK 2 IN ROOSEVELT PARK, BEING A SUBDIVISION IN PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois  
County of Cook | S.S.

I, Michael Nelson, hereby certify that I have surveyed the property above, that the plat hereon shown is a correct representation of said survey - all measurements being corrected to the standard of 68° Fahrenheit.

Signed and Sealed at Brookfield, Illinois this 20th day of May, A.D. 1995

By Michael Nelson, Illinois Professional Land Surveyor No. 3885.

Foundation located as shown hereon this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

By \_\_\_\_\_, Illinois Professional Land Surveyor No. 3066.

I hereby certify that I have made a resurvey this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

By \_\_\_\_\_, Illinois Professional Land Surveyor No. 3885.

**NOTES**

This copy is not valid without embossed seal.

All distances shown hereon are in feet and decimal parts thereof.

Building Lines and Easements are shown only where they are so recorded in the maps. Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.

Consult the local authorities for additional setback lines and restrictions not shown hereon. Compare all points before building and report any discrepancies at once.

Consult utility companies and municipalities prior to the start of any construction.

Do not dissume distances from scaled measurements made hereon.

Prepared for:		Revision Log		<b>RESPONSE LAND SURVEYING, INC.</b>  708.482.7850 FAX 482.3137  Commercial & Residential Services 8100 W. Ogden Avenue Brookfield, IL 60513
PRAZAN				
Date:	Drawn by:			
May 20, 1995	Y&R			
Scale:	Filed with:	Prepared by:		
1" = 20'	5/17/95	5164		

# Commercial Lease

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This lease is made between Steven D. Campbell, herein called Lessor, of 9445 W. Ogden Ave, Brookfield, IL 60513, and Carolia Sanchez herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Brookfield, County of Cook, State of IL, described as were it to be addressed 4111 Park Ave. upon the following TERMS and CONDITIONS:

**1. Term and Rent.** Lessor demises the above premises a, commercial parking lot for a term of concurrent with business license of Let's Play Child Development Center, commencing with issuance of a business license and terminating on non renewal of business license or sooner as provided herein at the annual rental rate of \$Six Hundred Dollars (\$600.00)for the 1<sup>st</sup> 6 months and \$800 for months 7 through 12 payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

**2. Use.** Lessee shall use and occupy the premises for commercial parking. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

**3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and \_\_\_\_\_, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

**4. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

**5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

**6. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

**7. Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone

services. In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**8. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

**9. Parking.** During the term of this lease, Lessee shall have the exclusive use in common with Lessor.

**10. Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within \_\_\_\_\_ days of the commencement of the term hereof.

**11. Indemnification of Lessor.** To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

**12. Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of sub rogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

**13. Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part

of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**14. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

**15. Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within \_\_\_\_\_ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such \_\_\_\_\_ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than \_\_\_\_\_ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**16. Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of eight Hundred Dollars (\$800) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

**17. Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

**18. Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

**19. Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**20. Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

**21. Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

**22. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**23. Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of \_\_\_\_\_ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ \_\_\_\_\_. The option shall be exercised by written notice given to Lessor not less than \_\_\_\_\_ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

**24. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**25. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit.

**26. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 18<sup>th</sup> day of Dec, 2019 .

Lessor:

  
\_\_\_\_\_

Lessee:

  
\_\_\_\_\_

Lessor to be responsible for landscape maintenance and Lessee to be responsible for snow removal for the term of the lease.

Rent to Increase 5% at the beginning of each successive 12 month period throughout the duration of the lease

# Traffic Map - 9109 Ogden Ave - Carolina Sanchez

Elm Ave and Park Ave are both two way streets. Vehicles may enter and exit on Ogden Ave. We will have a drop off window from 6:00 AM to 9:30 AM so there will not be a large amount of traffic at on given time, like a school would have with a set arrival/dismissal time. The same would apply for pickup. Parents may also pickup their child at any time.





DENTIST  
708-485-7710

BROOKFIELD  
FD  
CAPTAIN  
S. J. ...

WHITE SUV  
LICENSE: ...

BROOKFIELD  
FD

## Elyse Vukelich

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**From:** Ed Petrak  
**Sent:** Thursday, February 20, 2020 9:25 AM  
**To:** Elyse Vukelich  
**Cc:** Ross Klicker  
**Subject:** RE: Landscape/Planter plan

Good morning Elyse,

From a public safety viewpoint I have concerns about a storefront-type daycare center on Ogden Avenue. This is a high volume, 4-lane street with moderate speeds. We've had many vehicle versus building crashes along Ogden including one last year that involved a semi-truck. While planters might help, I'm not sure that they should be relied upon as a safety barrier. If they were to move forward with this project I would rather see something similar to the bollards in the below link or a more secure/permanent, protective barrier, similar to what you might see outside of a sporting venue. I'd also do something that would prevent any entry to that west drive off Ogden. If they want to use it as employee parking, exit and entry should come off the alley.

<https://www.goldlawpa.com/news/prioritize-and-win-the-premises-liability-cases-arising-from-accidental-storefront-crashes/>

Ed

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**From:** Elyse Vukelich <EVukelich@brookfieldil.gov>  
**Sent:** Wednesday, February 19, 2020 8:49 AM  
**To:** Ed Petrak <epetrak@brookfieldil.gov>  
**Cc:** Ross Klicker <RKlicker@brookfieldil.gov>  
**Subject:** FW: Landscape/Planter plan

Chief Petrak,

The proposed daycare at 9109 Ogden Avenue has selected the following planter as a barrier for the front of their building. They have stated they plan to have one of these planters every five feet. I have a note from the last Board meeting that they wanted your input on whatever planter they select. Do you have any thoughts on this? I know with previous planters there has been concern with cars hitting them and their potential to hit another object.

<https://www.theparkcatalog.com/round-concrete-planter-154-1084>

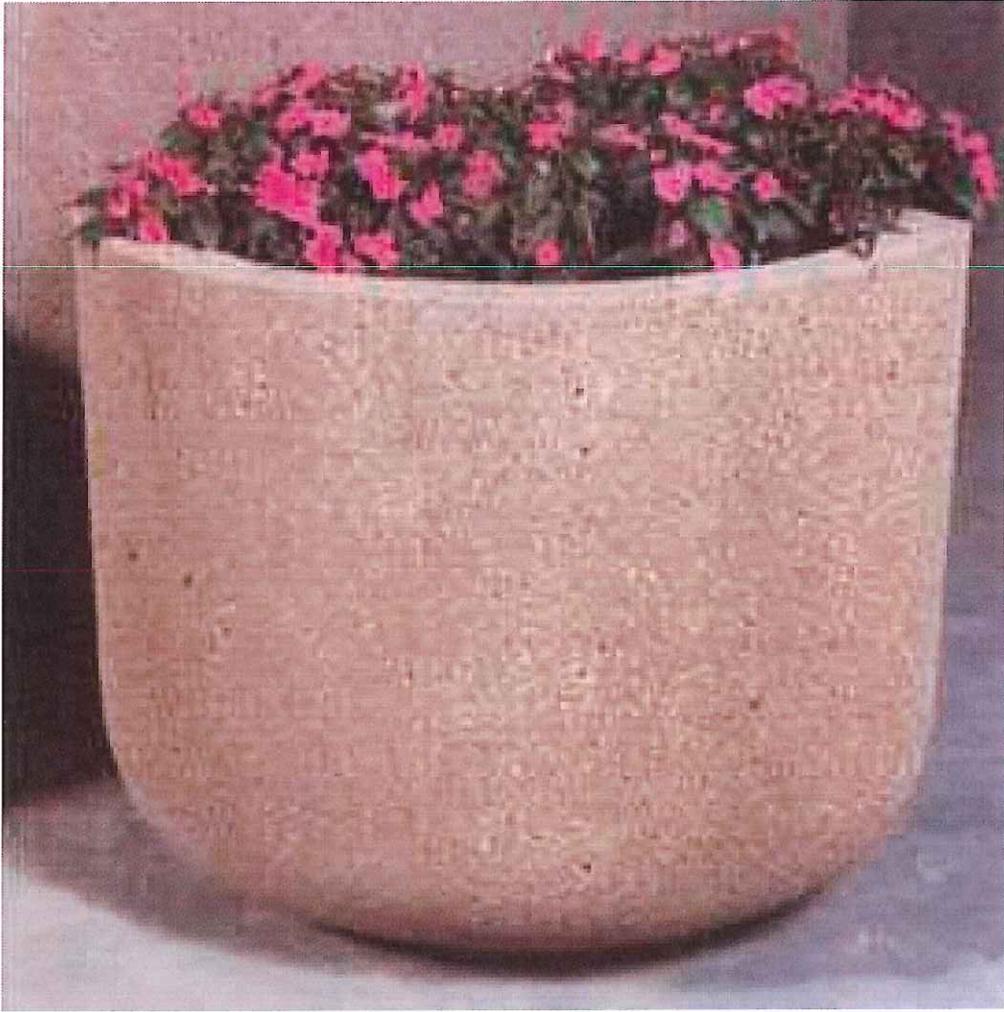
Thanks,

**Elyse Vukelich, AICP**  
Village Planner  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
708-485-1445











## Request For Board

**REFERRED TO BOARD:** February 24<sup>th</sup>, 2020

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Community Development Department

**SUBJECT:** Consideration of a Variance from Section 62-75-(a) to permit a residential structure to exceed 35% Lot Coverage in the A-1 district at 3518 Oak Avenue (PZC Case 20-02)

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The applicant for PZC Case 20-02 requests approval of a Variance for the property at 3518 Oak Avenue. The applicant is proposing to build a single family home on a vacant lot. The lot was previously occupied by a single family home that was demolished. In 2019, the Village Board granted variances to the applicant for lot width and frontage, lot area, and interior side yard setback. The applicant is now requesting a fourth Variance for maximum building coverage.

The Planning and Zoning Commission met to review the staff report, application and testimony from the public on January 23<sup>rd</sup>, 2020. The voted unanimously to adopt staff's Findings of Fact and recommend approval of the Variance to the Village Board of Trustees with the following condition:

- 1) That the maximum building coverage be 37% in lieu of the proposed 43.3%

This was discussed by the Village Board at the February 10<sup>th</sup>, 2020 Committee of the Whole meeting.

**FINANCIAL IMPACT:**

N/A

**DOCUMENTS ATTACHED:**

1. [Ordinance](#)
2. [Draft PZC Minutes for 1/23/20](#)
3. [Staff Report and Variance Application](#)

**RECOMMENDED MOTION:**

Review and approval of Variance by Village Board of Trustees

ORDINANCE 2020-30

**AN ORDINANCE TO APPROVE AND AUTHORIZE A ZONING VARIATION TO THE  
PROPERTY COMMONLY KNOWN AS 3518 OAK AVENUE, BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 24<sup>TH</sup> DAY OF FEBRUARY 2020

Published in pamphlet form by authority of the  
corporate authorities of the Village of Brookfield,  
Illinois, the 24<sup>th</sup> day of February 2020

ORDINANCE 2020 – 30

**AN ORDINANCE TO APPROVE AND AUTHORIZE A ZONING VARIATION TO THE PROPERTY COMMONLY KNOWN AS 3518 OAK AVENUE, BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, *et seq.*), and the applicable provisions of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, the petitioner, Reina Salto, a contract purchaser of the real estate from Fischer Real Estate Sales and Consulting, Inc., the owner of the real estate commonly known as 3518 Oak Avenue, Brookfield, Illinois (the “Property”), has filed a Zoning Variance Application requesting a variation of the maximum building coverage requirement of thirty-five percent (35%) (1,096 square feet on a 3,133-square-foot lot) of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) (1,357 square feet);

**WHEREAS**, the Property is presently zoned A-1 Single Family Residence District and abuts property on north, south, east and west sides presently zoned A-1 Single Family Residence District;

**WHEREAS**, after due public notice having been published in the *Riverside Brookfield Landmark* on January 8, 2020, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Zoning Variance Application on January 23, 2020, at 7:00 p.m. before the Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all

required Zoning Variance Application materials, took sworn testimony and accepted evidence pertaining to the Zoning Variance Application for consideration of the requested zoning variation; and all persons who desired to be heard on the matter were heard;

**WHEREAS**, the Planning and Zoning Commission having duly considered the question of approval of the requested variation made findings of fact, found that the standards for the variation had been met and issued a written determination and recommendation that the Property be denied a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%), but be granted a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%), which determination and recommendation is attached hereto as Exhibit "A";

**WHEREAS**, based on the evidence presented at the public hearing, the Planning and Zoning Commission made the following findings of fact relative to the request for a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself; however, the difficulties do not prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because there are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot that meet the maximum building coverage requirement. The recently demolished home on this specific parcel had building coverage of thirty-seven percent (37%), while not conforming to the maximum building coverage requirement, it is significantly less than the requested forty-three and three-tenths percent (43.3%) building coverage;
2. The hardship alleged as the basis for the variation is self-imposed and self-created by the petitioner because the Property can be developed compliant with the requirements of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement; and
3. There are other means other than the variation requested by which hardship can be avoided in order to permit a reasonable use of the Property because the Property can be developed compliant with the requirements of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement;

**WHEREAS**, based on the evidence presented at the public hearing, the Planning and Zoning Commission made the following findings of fact relative to a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the twenty-five-foot (25') lot was subdivided at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot. There was recently a home on this specific parcel that had to be demolished due to the fault of the

prior contractor. There are no adjacent lots that the applicant could readily acquire in order to create a conforming lot. As such, “full use” on a par with other nearby properties is not currently possible;

2. The hardship alleged as the basis for the variation is not self-imposed or self-created by the petitioner or by prior owners because the Property as originally platted has not been altered, and the existing lot was purchased as-is with limited width and street frontage. The lot was not reduced in width or square footage by unpermitted acts of prior owners;
3. There are no means other than the variation requested by which hardship can be avoided in order to permit a reasonable use of the Property because the Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore, the petitioner is unable to purchase or annex additional property to add to the Property to make it compliant with the requirements of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois;
4. The variation sought will not have any negative effect on the supply of light and air to adjacent properties because the lot is the same as the width of the adjacent lots, and the proposed project conforms to the Village’s height, and green space requirements. Therefore, the proposed variation would not impair the supply of light or air to adjacent properties;
5. The variation sought will increase the value of the Property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher property values as a result of a high-quality new construction home to be built. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block;
6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home, and the proposed project would result in a new single-family home. The general purpose and intent of the Brookfield Code as it pertains to this application is to protect the neighborhood character, health, safety, and welfare of the area. If the proposed variation was to be approved, the project would maintain the harmony of neighborhood as well improve the health, safety and welfare;
7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the lot which is a permitted use in the A-1 Single Family Residential District;

8. Granting the variation will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted;
9. Granting the variation will not conflict with the 2020 Master Plan because the plan determines that the Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that matches the character of the neighborhood; and
10. Granting the variation will not change the use of the property because the Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District;

**WHEREAS**, the Planning and Zoning Commission determined that the following standards had not been met and proved by the petitioner sufficient to justify a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
2. The hardship alleged as the basis for the variation is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner; and
3. There are no 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;

**WHEREAS**, the Planning and Zoning Commission determined that the following standards have been met and proved by the petitioner to justify a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
2. The hardship alleged as the basis for the variation is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner;
3. There are no 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;
4. The variation sought will not impair an adequate supply of light or air to adjacent property;
5. The variation sought will not unreasonably diminish the values of adjacent property;
6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois;

**WHEREAS**, the physical limitations of the Property present certain practical difficulties and particular hardships for the petitioner resulting from the application of the strict letter of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, to the Property; however, the requisite conditions for the approval of the requested variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) have not been met and proved by the petitioner; nevertheless, the requisite conditions for the approval of the requested variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard

and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) have been met and proved by the petitioner, and it is in the best interests of the Village that the zoning variation increasing the maximum building coverage to thirty-seven percent (37%) be approved;

**NOW, THEREFORE,** be it ordained by the Village President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

**Section 1:** The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

**Section 2:** The Property is commonly known as 3518 Oak Avenue, Brookfield, Illinois, and is legally described as follows:

Lot 10 in Block 6 in Grossdale, a subdivision of the South East Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 3518 Oak Avenue, Brookfield, Illinois

Permanent Index Number: 15-34-401-029-0000

**Section 3:** Based on the evidence presented at the public hearing, the corporate authorities find that:

1. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) is derived from difficulties pertaining to the Property itself; however, the difficulties do not prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used. There are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot that meet the maximum building coverage requirement. The recently demolished home on this specific parcel had building coverage of thirty-seven percent (37%), while not conforming to the

maximum building coverage requirement, it is significantly less than the requested forty-three and three-tenths percent (43.3%) building coverage;

2. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) is self-imposed and self-created by the petitioner because the Property can be developed compliant with the requirements of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement;
3. There are means other than the variation requested to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) by which hardship can be avoided in order to permit a reasonable use of the Property because the Property can be developed compliant with the requirements of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement;
4. The variation sought to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will not have any negative effect on the supply of light and air to adjacent properties because the width of the lot is the same as the width of the adjacent lots, and the proposed project conforms to the Village's height and green space requirements. Therefore, the proposed variation would not impair the supply of light or air to adjacent properties;
5. The variation sought to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will increase the value of the Property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher property values as a result of a high-quality new construction home to be built. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block;
6. The variation sought to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home and the proposed project would result in a new single-family home.

The general purpose and intent of the Brookfield Code as it pertains to this application is to protect the neighborhood character, health, safety, and welfare of the area. If the proposed variation was to be approved, the project would maintain the harmony of neighborhood as well improve the health, safety and welfare;

7. The variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the lot which is a permitted use in the A-1 Single Family Residential District;
8. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted;
9. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will not conflict with the 2020 Master Plan because the plan determines that the Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that matches the character of the neighborhood; and
10. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) will not change the use of the property because the Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

**Section 4:** Based on the evidence presented at the public hearing, the corporate authorities find that the following standards have not been met and proved by the petitioner to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%):

1. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a

maximum building coverage of forty-three and three-tenths percent (43.3%) is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;

2. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner; and
3. There are no means other than the requested variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.

**Section 5:** Subject to Sections 6, 7 and 8 below, the corporate authorities hereby deny a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%).

**Section 6:** Based on the evidence presented at the public hearing, the corporate authorities find that:

1. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) is derived from difficulties pertaining to the Property itself which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the twenty-five-foot (25') lot was subdivided at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot. There was recently a home on this specific parcel that had to be demolished due to the fault of the prior contractor. There are no adjacent lots that the applicant could readily

acquire in order to create a conforming lot. As such, “full use” on a par with other nearby properties is not currently possible;

2. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) is not self-imposed or self-created by the petitioner because the Property as originally platted has not been altered, and the existing lot was purchased as-is with limited width and street frontage. The lot was not reduced in width or square footage by unpermitted acts of prior owners.
3. There are no other means other than the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) by which hardship can be avoided in order to permit a reasonable use of the Property because the Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore, the petitioner is unable to purchase or annex additional property to add to the Property to make it compliant with the requirements of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois;
4. The variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will not have any negative effect on the supply of light and air to adjacent properties because the width of the lot is the same as the width of the adjacent lots, and the proposed project conforms to the Village’s height and green space requirements. Therefore, the proposed variation would not impair the supply of light or air to adjacent properties;
5. The variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will increase the value of the Property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher property values as a result of a high-quality new construction home to be built. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block;
6. The variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home, and the proposed project would result in a new single-family home. The general purpose and intent of the Brookfield Code as it pertains to this application is to protect the neighborhood

character, health, safety, and welfare of the area. If the proposed variation were to be approved, the project would maintain the harmony of neighborhood as well improve the health, safety and welfare of the area;

7. The variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the lot which is a permitted use in the A-1 Single Family Residential District;
8. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted;
9. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will not conflict with the 2020 Master Plan because the plan determines that the Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that matches the character of the neighborhood; and
10. Granting the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) will not change the use of the property because the Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

**Section 7:** Based on the evidence presented at the public hearing, the corporate authorities find that the following standards have been met and proved by the petitioner:

1. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
2. The hardship alleged as the basis for the variation to permit the construction of a single-family residential home on the Property with a

maximum building coverage of thirty-seven percent (37%) is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner;

3. There are no means other than the variation to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.
4. The variation sought will not impair an adequate supply of light or air to adjacent property;
5. The variation sought will not unreasonably diminish the values of adjacent property;
6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois

**Section 8:** The corporate authorities hereby grant a variation of the maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled "Bulk, yard and space requirements" of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%).

**Section 9:** Except as modified by the relief granted, all improvements to the Property shall be constructed in compliance with all other provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, all setback and area requirements of the A-1 Single-Family Residence District, and all other applicable provisions of the Code of Ordinances of Brookfield, Illinois.

**Section 10:** Subject to an extension of time's being granted by the corporate authorities, the variation granted herein must be exercised within six (6) months of the effective date of this ordinance. Upon the failure to exercise the variation granted

herein within six (6) months of the effective date of this ordinance, the variation shall terminate automatically unless extended by action of the Board of Trustees as provided in the Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois.

**Section 11:** If any provision or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

**Section 12:** All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

**Section 13:** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 24<sup>th</sup> day of February 2020 pursuant to a roll call vote as follows:

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

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

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

ABSTENTION: \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of February 2020.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 24<sup>th</sup> day of February 2020.

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

**Exhibit “A”**

**DETERMINATION AND RECOMMENDATION OF THE  
PLANNING AND ZONING COMMISSION**

**From:** Village of Brookfield Planning and Zoning Commission  
**To:** President and Board of Trustees of the Village of Brookfield, Illinois  
**Re:** **PZC 20-02 Variance – 3518 Oak Avenue, Brookfield, Illinois**  
**Date:** January 23, 2020

**Applicant:** Reina Salto, a contract purchaser of the real estate from Fischer Real Estate Sales and Consulting, Inc., the owner

Zoning Variance Application requesting a variation of the maximum building coverage requirement of thirty-five percent (35%) (1,096 square feet on a 3,133-square-foot lot) of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) (1,357 square feet) for the Property commonly known as 3518 Oak Avenue, Brookfield, Illinois.

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Due public notice was published in the *Riverside Brookfield Landmark* on January 8, 2020, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the petitioner’s Zoning Variance Application on Thursday, January 23, 2020, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Zoning Variance Application materials, took sworn testimony and accepted evidence pertaining to the Zoning Variance Application for consideration of the requested zoning variation; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a variation of the maximum building coverage requirement of thirty-five percent (35%) (1,096 square feet on a 3,133-square-foot lot) of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%) (1,357 square feet), based on the evidence presented at the public hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself; however, the difficulties do not prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because there are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot that meet the maximum building coverage requirement. The recently demolished home on this specific parcel had building coverage of thirty-seven percent (37%), while not conforming to the maximum building coverage requirement, it is significantly less than the requested forty-three and three-tenths percent (43.3%) building coverage;
2. The hardship alleged as the basis for the variation is self-imposed and self-created by the petitioner because the Property can be developed compliant with the requirements of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement; and
3. There are means other than the variation requested by which hardship can be avoided in order to permit a reasonable use of the Property because the Property can be developed compliant with the requirements of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, relative to the maximum building coverage requirement.

Additionally, based on the evidence presented at the public hearing, the Planning and Zoning Commission makes the following findings of fact relative to a variation of the

maximum building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) which are summarized as follows:

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used because the twenty-five-foot (25') lot was subdivided at a time before the current Code of Ordinances of Brookfield, Illinois, was adopted. There are a significant number of homes existing in the neighborhood and elsewhere in Brookfield on a twenty-five-foot (25') wide lot. There was recently a home on this specific parcel that had to be demolished due to the fault of the prior contractor. There are no adjacent lots that the applicant could readily acquire in order to create a conforming lot. As such, “full use” on a par with other nearby properties is not currently possible;
2. The hardship alleged as the basis for the variation is not self-imposed or self-created by the petitioner or by prior owners because the Property as originally platted has not been altered, and the existing lot was purchased as-is with limited width and street frontage. The lot was not reduced in width or square footage by unpermitted acts of prior owners;
3. There are no means other than the variation requested by which hardship can be avoided in order to permit a reasonable use of the Property because the Property is surrounded by privately owned lots owned by other property owners and improved with single-family homes; therefore, the petitioner is unable to purchase or annex additional property to add to the Property to make it compliant with the requirements of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois;
4. The variation sought will not have any negative effect on the supply of light and air to adjacent properties because the lot is the same as the width of the adjacent lots, and the proposed project conforms to the Village’s height, and green space requirements. Therefore, the proposed variation would not impair the supply of light or air to adjacent properties;
5. The variation sought will increase the value of the Property in question and accordingly, will not unreasonably diminish the values of adjacent property because it is likely that adjacent properties would realize higher

property values as a result of a high-quality new construction home to be built. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block;

6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety because the previous use for the project site was a single-family home, and the proposed project would result in a new single-family home. The general purpose and intent of the Brookfield Code as it pertains to this application is to protect the neighborhood character, health, safety, and welfare of the area. If the proposed variation were to be approved, the project would maintain the harmony of neighborhood as well improve the health, safety and welfare;
7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the variation will allow a residential home to be constructed on the lot which is a permitted use in the A-1 Single Family Residential District;
8. Granting the variation will not alter the character of the neighborhood because the neighborhood is residential and will remain residential should the variation be granted;
9. Granting the variation will not conflict with the 2020 Master Plan because the plan determines that the Property be used for residential uses, and the proposed use is residential. Additionally, the 2020 Master Plan encourages in-fill development that matches the character of the neighborhood; and
10. Granting the variation will not change the use of the property because the Property is located within the A-1 Single Family Residential District, and the proposed use is a permitted use in the A-1 Single Family Residential District.

The Planning and Zoning Commission determined that the following standards had not been met and proved by the petitioner sufficient to justify a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself, which prevent full use of the

Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;

2. The hardship alleged as the basis for the variation is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner; and
3. There are no 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.

The Planning and Zoning Commission determined that the following standards have been met and proved by the petitioner to justify a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%):

1. The hardship alleged as the basis for the variation is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the A-1 Single Family Residential District can be used;
2. The hardship alleged as the basis for the variation is neither self-created nor self-imposed by the petitioner or his/her agent, nor by unauthorized and unpermitted acts of any prior owner;
3. There are no 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;
4. The variation sought will not impair an adequate supply of light or air to adjacent property;
5. The variation sought will not unreasonably diminish the values of adjacent property;
6. The variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and
7. The variation is in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois.

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommends that the Property be denied a variation of the maximum

building coverage requirement of thirty-five percent (35%) of Section 62-75 entitled “Bulk, yard and space requirements” of the Code of Ordinances of Brookfield, Illinois, to permit the construction of a single-family residential home on the Property with a maximum building coverage of forty-three and three-tenths percent (43.3%), but be granted a variation of the maximum building coverage requirement to permit the construction of a single-family residential home on the Property with a maximum building coverage of thirty-seven percent (37%) for the property commonly known as 3518 Oak Avenue, Brookfield, Illinois.

**VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513**

**JOURNAL OF THE PROCEEDINGS OF THE  
PLANNING AND ZONING COMMISSION**

**HELD ON THURSDAY, JANUARY 23<sup>rd</sup>, 2020  
IN THE BROOKFIELD VILLAGE HALL**

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**MEMBERS PRESENT:** Chairman: Charles Grund; Commissioners: Jennifer Hendricks, Karen Miller, Mark Weber, Chris Straka;

**ALSO PRESENT:** Elyse Vukelich, Village Planner; Michael Garvey, Village Trustee;

On Thursday, January 23<sup>rd</sup>, 2020, 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.

**Public Hearings**

**PZC Case 20-01 – Special Use for Let’s Play Daycare at 9109 Ogden Avenue**

Motion to open the public hearing by Commissioner Miller, seconded by Commissioner Straka. The motion carried 5-0.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed special use. She explained that the proposed daycare would have the capacity for 78 children and 10 employees. She gave a summary of their business operations.

Vukelich explained that the code requires this business to have 26 parking spaces. Though the site only has four on-site parking spaces, they are leasing 11 parking spaces at 4111 Park Avenue. The code allows businesses to utilize public parking within 1,000 feet of the business. Those spaces can reduce the requirement by one required space for every four public parking spaces. Let’s Play is able to meet the parking requirement by utilizing public parking spaces on Park and Elm Avenue, both north and south of the alley.

Vukelich mentioned that a daycare in this location is consistent with the Comprehensive Plan’s future land use map. She also stated that there is a non-conforming freestanding sign on the property, but that the business is aware it will need to be removed. Their future signage will conform to the requirements of the recently adopted sign ordinance.

Vukelich stated that if the Commission chooses to recommend this special use for approval to the Village Board, that staff recommends placing two conditions on the project: First, that the parking area to the west of the building only be utilized for employee parking and not for pick-up or drop-off. Second, that the business receive a permit from the State of Illinois Department of Children and Family Services.

Commissioner Hendricks asked where drop off would take place. Vukelich said that it would take primarily place in the public parking spaces on Park Avenue and Elm Avenue, and that parents would walk their children into daycare. She said staff felt this was preferable to parents pulling into the parking area west of the building to drop children off. Staff did not want to encourage traffic in the alley or congestion on Ogden Avenue.

Commissioner Weber said he could see parents pulling into the parking area. He hopes that the daycare center would have very distinct signage and direction to the parents that no one can stop on Ogden Avenue. He also asked about ADA spaces. Vukelich said they are not required to have an ADA space.

Commissioner Miller asked if there are enough parking spaces to accommodate a large group of parents dropping off at a particular time. Vukelich added that the 4111 Park Avenue spaces could also be utilized for drop off. She also said the applicant will explain the drop-off window of time and how that relieves congestion. She said that it does meet the code in terms of the parking requirement.

Commissioner Straka asked if it's DCFS that accepts the use of Ehlert Park as an outdoor play area. Vukelich said yes.

Chairman Grund said that he isn't sure that the Village can truly regulate where parents are parking, especially when they are in a hurry.

Commissioner Miller said she would like to hear how they manage drop off at other locations.

Vukelich said that the first condition brings a consequence to parents parking in the area west of the building. If they were violating the condition, the Village could revoke the special use permit.

Chairman Grund asked about the second condition, which requires them to obtain a permit from DCFS. Vukelich said it was important to include just in case they did not have one, so that the Village wouldn't be allowing an operational daycare without a license.

Commissioner Hendricks asked if there was a sidewalk on the west side of the building. Vukelich stated that it is all concrete and there is no designated walkway.

Commissioner Weber asked if they do receive approval, but parents are pulling in to the area west of the building for drop off, could the Village go back and suggest that they stripe the area for parking. Vukelich stated that the first step would be to warn them that they are violating the conditions of their special use permit.

Commissioner Hendricks stated that she is concerned about the condition because it is the parents of the children who would be violating it, not the business. She is not sure how the business would prevent it.

Chairman Grund asked who would be out there ensuring that it is only be utilized for employee parking. Vukelich said she would let the applicant elaborate on that.

#### PUBLIC COMMENT:

Connie Mastodonado of 9103 Ogden stated that she owns the business next door and has concerns about parking for her clients. She is concerned that the parents are going to be utilizing all the public parking for pick up and drop off, and she wants to ensure that her clients have places to park as well.

Commissioner Weber asked how long her clients typically stay. Mastodonado stated that they stay anywhere from 15 minutes to a few hours.

Jim Carlson of 4110 Park Avenue stated that he supports the special use of a daycare at this location. He believes the area to the west of the building should be used for pick-up and drop-off. He works at another daycare. He also lives directly behind the business and says that the alley is already utilized like a street.

Mastodonado said that she does not believe the public parking has the capacity for 78 children to be picked up and dropped off daily.

Carlson stated that the public parking spaces on Park and Elm are two-hour parking. Vukelich confirmed this.

#### APPLICANT PRESENTATION:

Jeff Fields of 8014 46<sup>th</sup> Street in Lyons represents Let's Play Daycare. He stated that the drop-off window from 6:00 AM to 9:30 PM should alleviate congestion. He said with the three current locations there are no issues with heavy congestion or parents fighting over parking spaces. He said that he would be happy to put signage in the area west of the building stating that it is only employee parking. He also said they have good communication with the parents and could let them all know via email.

Chairman Grund asked the applicant where he thought the parents would plan to park when he first looked at the building.

Fields explained that when he first looked at the building, he believed the area west of the building would be good for pick-up and drop-off, but that he was amenable to staff's suggestion. Chairman Grund asked what he would prefer. Fields indicated that he felt the public parking on Elm and Park was enough, and that though 78 children may seem like a lot they have three other centers with higher capacity who do not experience congestion.

Chairman Grund asked if there was a pick-up window in the evening. Fields said pick-up typically takes place from 3:00 PM to 6:00 PM, but there is no designated window.

Chairman Grund ensured that Fields understood that 78 is the maximum for the number of children for this facility if they receive approval. Fields said that he understood.

Commissioner Miller said that she prefers the idea of having the employees utilize the 11 parking spaces at 4111 Park Avenue and allowing parents to use the area west of the building for pick up and drop off.

Commissioner Weber said that he agrees.

Commissioner Hendricks asked if the area west of the building was a street. Vukelich stated that it is private property, and she considers it a parking area or drive aisle.

Chairman Grund stated that if people were previously parking on an angle in that area, they were doing that incorrectly. He stated that you couldn't stripe it for angled parking.

Trustee Garvey asked if there is any directional control for the area west of the building. Vukelich stated that there was not, that you could enter off of Ogden or the alley. Trustee Garvey asked if there was concern or need for directional signage or control. He also asked if staff was concerned about traffic backing up onto Ogden Avenue if parents are utilizing that area for pick up or drop off.

Vukelich stated that the parking area is 25 feet wide, so it could barely be utilized as a two-way drive aisle if no one was parking in it. She also said that staff was concerned about traffic backing up onto Ogden if it was utilized as a drop off or pick up area.

Commissioner Weber said that given the close communication Let's Play has with the parents, couldn't the parents be warned to utilize the public parking on Park and Elm? Fields said that there are parent handbooks which detail where they can park. He said they could send out notices via email.

Chairman Grund said that if the Village put a restriction on it, he recommends that there is some directional control so that traffic only enters off Ogden Avenue. Commissioner Straka said that he agrees, and that the business should utilize directional signage.

Jim Carlson of 4110 Park Avenue said he lives directly behind the business and that the alley is utilized by trucks often. He said that the parking on Park and Elm is not very far from the building, and he does not believe that parking in those spaces and walking will be a deterrent.

Connie Mastodonado of 9103 Ogden said that previously, trucks would pull up onto the sidewalk or park temporarily on Ogden Avenue to drop off auto parts for the previous business. She says this would be a dangerous situation for a facility with children.

Motion to close the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

#### COMMISSIONER DELIBERATION:

Commissioner Straka stated that he believes that there should be directional signage directing traffic southbound through the parking area.

Commissioner Hendricks stated that she agrees with the directional signage and would also prefer striping of the parallel parking spaces. She has concerns about people parking on the apron. She doesn't have a preference for whether it is parent or employee parking.

Commissioner Weber said that if the 11 spots on 4111 Park Avenue are designated as employee parking, he feels the issue of where to park will work itself out. He could see parents utilizing it but moving quickly through. He wonders if the Village could change the public parking on Park and Elm to 15 minute parking.

Commissioner Miller said she views the area west of the building as a flex space for employees or parents.

Chairman Grund said that he agrees with the other commissioners. The alleys are already utilized. He thinks the issue will work itself out and that it is not necessary to regulate.

Commissioner Straka asked how many employees are typically there at one time. Fields said that there are 10 employees, but not all are there all day.

Commissioner Weber asked if the other facilities are at capacity. Fields said that the other facilities are usually around 50% capacity.

The Commissioners discussed the proposed conditions, and agreed upon the changes they want to make.

Commissioner Hendricks made a motion, seconded by Commissioner Miller, to approve PZC Case 20-01 with the following changes to staff's recommendation:

1. To strike the first condition proposed by staff, which was "That the parking area to the west of the building be utilized only for employee parking and not for pick up or drop off of children."
2. To keep the second condition proposed by staff, which was "That the business receive a permit from the State of Illinois Department of Children and Family Services."
3. To add a condition: "That the business install directional signage to turn southbound off Ogden Ave through the parking area adjacent to the building."
3. To add a condition: "That the business stripe four parallel parking spaces in the parking area adjacent to the building."

The motion carried 5-0.

PZC Case 20-02 – Variance for 3518 Oak Avenue

Motion to open the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

STAFF PRESENTATION: Village Planner Elyse Vukelich gave a presentation on the proposed variance. She mentioned that the applicant recently came before the Commission to request three variances, which were approved by the Village Board. The applicant is coming back to request a fourth variance for building coverage. She mentioned that the building coverage for the home that was demolished was 37%, though the requirement of the A-1 Zoning District is 35%.

She stated that on the previous application the building coverage calculation did not include the square footage of the garage. The applicant is requesting an additional 8.3% of coverage, or 261 square feet of coverage, to bring the property up to 43.3% building coverage.

Chairman Grund asked if the previously approved setbacks still meet the requirements. Vukelich confirmed that they do.

Trustee Garvey stated that the staff report lists the Village Board meeting as February 27<sup>th</sup>, but clarified that it is February 24<sup>th</sup>.

Chairman Grund asked if staff has done analysis of adjacent properties to see if they meet the building coverage requirement. Vukelich stated that she did one for lot area on the previous application, and found that several other homes on the block were on substandard lots. She believes there are homes on the block that do not meet the building coverage requirements, and pointed out that the previous home did not meet the building coverage requirements.

Commissioner Weber asked about stormwater management. Vukelich confirmed that the property will need to meet the stormwater ordinance.

Commissioner Straka pointed out that the proposal meets the greenspace requirement.

Commissioner Hendricks asked what the benefit of meeting the building coverage requirement is. Vukelich stated that along with the greenspace requirement, it is intended to prevent flooding and overdevelopment. Commissioner Hendricks asked if the stairs and deck were included in the building coverage calculation. Vukelich said no, but that they do not count towards greenspace.

Commissioner Miller said that the building coverage requirement also contributes to the neighborhood's character. Vukelich pointed out that the additional square footage has been added to the rear and does not necessarily affect the look of the home from the street.

APPLICANT PRESENTATION:

The applicant did not have anything to add since she had recently given a presentation on her proposal for the variances she applied for in 2019.

PUBLIC COMMENT:

None.

Motion to close the public hearing by Commissioner Straka, seconded by Commissioner Miller. The motion carried 5-0.

COMMISSIONER DELIBERATION:

Chairman Grund stated that he doesn't believe the commission has ever given a variance for building coverage. He wishes he had more information about the rest of the block.

Commissioner Straka said that he lives nearby, and he does not believe that this would be out of conformance with the other properties on the street.

Commissioner Hendricks had concerns about the conditions of approval that the applicant listed. She felt that the applicant did not answer the questions fully or describe a hardship. She would prefer that the conditions of approval be clarified or changed.

Commissioner Weber said that the structural issues the property faced due to a contractor error could be the hardship.

Commissioner Hendricks said it is a concern that they are not using the footprint of the previous home and that they are actually increasing the coverage from what the previous home had. She said if the condition were listed as being met it would potentially be acceptable.

Commissioner Straka said that the conditions were acceptable at the previous hearing. Commissioner Miller asked if it was fair to closely examine the conditions on this variance if they didn't do so on the applicant's previous application. Chairman Grund pointed out that that was for setbacks, not the building coverage.

Commissioner Hendricks stated that the setbacks were in the character of the neighborhood. She suggested that they adopt different conditions of approval.

Commissioner Hendricks also said she wasn't sure there was a hardship. Miller said that she agrees because the original home had a smaller building coverage.

Vukelich suggested that they ask the applicant what she plans to do if her variance is denied.

Reina Salto, the applicant, spoke on why she was requesting the variance.

Chairman Grund asked where the footprint of the home was increasing. Vukelich stated that the home on this site plan is larger than the one that was demolished. She clarified that the previous site plan at the last Planning and Zoning Commission meeting did not meet the building coverage requirement because the calculation did not include the garage. The applicant altered her site plan for the Village Board meeting because she did not request that variance. She is now requesting that variance.

Commissioner Hendricks explained to the applicant that the legal conditions require a hardship to approve a variance. She does not believe there is one.

Vukelich suggested that if the concern is adding more square footage than what was there previously, that the Commission add a condition to limit the building coverage to 37%, which is what the previous home had. The commissioners felt this was acceptable.

Commissioner Straka made a motion, seconded by Commissioner Hendricks, to approve PZC Case 20-02 with the following changes to staff's recommendation:

1. To add a condition: "That the maximum building coverage be 37% in lieu of the proposed 43.3%"

The motion carried 5-0.

### **New Business**

Approval of Minutes from November 21st, 2019 with amendments. Motion by Commissioner Hendricks, seconded by Chairman Grund. Motion carries, 3-0, with Commissioners Straka and Miller abstaining.

**Old Business**

Commissioner Straka asked if the TIF districts were approved. Trustee Garvey stated that it had been, and that the boundaries were amended.

**Staff Update**

Vukelich gave a presentation on the Department of Community Development’s upcoming projects for 2020, including improvements to the Congress Park Metra Station, new bike shelters at the Congress Park and Brookfield Metra Stations, the Kiwanis Park canoe launch, the Des Plaines River Trail South extension bike path, the Ogden Land Use Plan, and the new crosswalks at Grand and Prairie.

**Next Meeting:**

Scheduled for Thursday, February 27<sup>th</sup>, 2020.

**Adjournment**

At approximately 8:25 p.m. there was a motion made by Commissioner Straka to adjourn, seconded by Commissioner Miller. Motion carries, 5-0.

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

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DRAFT



# Village of Brookfield

## Planning and Zoning Commission Staff Report

**TO:** The Village of Brookfield's Planning and Zoning Commission

**HEARING DATE:** January 23, 2020

**FROM:** The Village of Brookfield's Community and Economic Development Department (CEDD)

**PREPARED BY:** Elyse Vukelich, Village Planner

### TITLE

**PZC 20-02 – Variance for 3518 Oak;** The applicant is seeking a variance for an increase in maximum building coverage to build a single family home at 3518 Oak Avenue.

### GENERAL INFORMATION

**APPLICANT:** **Reina Salto**  
1925 S. 49<sup>th</sup> 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 January 8<sup>th</sup>, 2020 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;

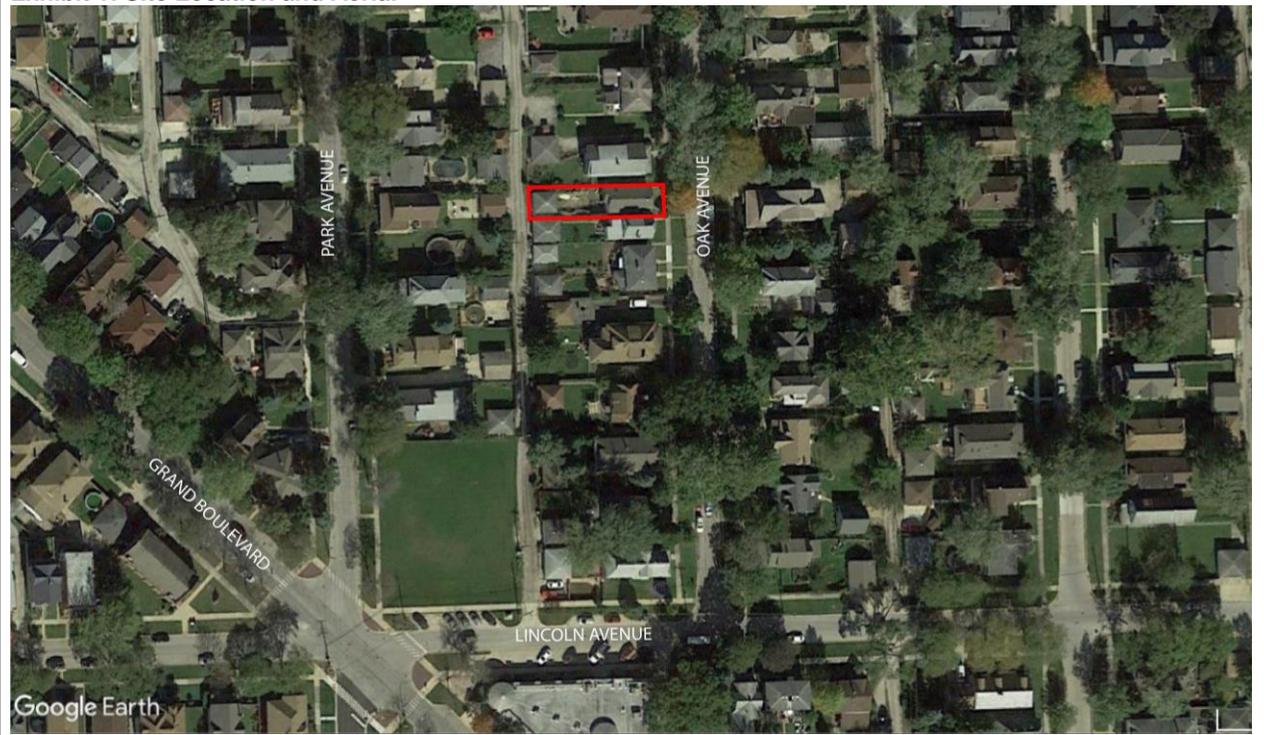
### PUBLIC COMMENT

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 January 23<sup>rd</sup>, 2020.

### 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.

Exhibit 1: Site Location and Aerial



The applicant, Ms. Reina Salto, applied for three variances to construct a new single family home on the property in 2019. The variances requested were for lot width and street frontage, lot area, and interior side yard setback (as shown in the table on the next page).

**Exhibit 1: Table of Variances Requested and Approved by the Village Board on October 28, 2019**

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

After the recommendation for approval from the Planning and Zoning Commission, the Village Board approved all three variances at their meeting on October 28<sup>th</sup>, 2019.

### DISCUSSION

The applicant is returning for a fourth variance to increase the maximum building coverage on the proposed single family home. The principle structure (shown on the site plan) has a footprint of 977 square feet, and a proposed two car garage which measures 380 square feet. Section 62-2 of the Village Code defines building coverage as the following:

*Building coverage* means the horizontal area measured within the outside of the exterior walls of the ground floor of all principle and accessory structures on the lot, expressed as a percentage of the total lot area.

The maximum building coverage for an interior lot in the A-1 district is 35%. With a lot area of 3,133 square feet, this leaves the applicant with a maximum of 1,096 square feet of building area for both the house and the garage. The applicant's previous application to the Planning and Zoning Commission included the same site plan shown here, but the garage had not been included in the calculation for building coverage. The site plan presented to the Village Board corrected this error and reduced the footprint of the house even further. The applicant is seeking a variation to move forward with 43.3% building coverage.

**Exhibit 2: Table of Variance Requested**

Variation Sought	Zoning Code Requirement	Proposed	Difference
Maximum Building Coverage	35% (1,096 SF on a 3,133 SF lot)	43.3% (1,357 SF)	8.3% (261 SF)

It also should be noted that the applicant has produced a site plan that does still conform to the requirement of a minimum of 40% greenspace. The lot has 1,286 square feet of greenspace, which is 41% of the lot area.

### 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):

- 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.

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.

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.

4. **That the variation sought will not impair an adequate supply of light or air to adjacent property.**

It will not.

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.

6. **That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety.**

It will not.

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.

## **RECOMMENDATIONS**

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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 variance 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 February 10<sup>th</sup>, 2020 and by subsequent vote by the Village Board on February 27<sup>th</sup>, 2020.



The Village of Brookfield  
Planning and Zoning Commission Application

## Zoning Variance Application

### Applicant Information:

1. Name and Phone Number of contact person for application process
2. Petitioner's Name
3. Petitioner's Address
4. Phone Number
5. Email Address
6. Fax Number
7. Owner of Record Name
8. Owner of Record Address

Reina Salto - SIT Investments Group, Inc.  
1925 S. 49th CT Cicero, IL 60804  
708 296-2600  
reinasalto1@gmail.com  
SIT Investments group, Inc - Reina Salto

### Property Information:

9. Common Street Address
10. Legal Description
11. Permanent Tax Index Number (PIN)
12. When did the owner acquire the property?

3518 Oak Ave., Brookfield, IL 60513  
Lot 10 in block 6 in Grossdale, a subdivision of the southeast quarter of Section 34, Township 39 north range 12 east of the third principal meridian, in Cook county, Illinois

October 29, 2019

13. Is the petitioner in the process of purchasing the property? Yes \_\_\_ No   
If so, is the purchase contingent on approval of variation? Yes \_\_\_ No

14. Is your property use presently (check one): Conforming \_\_\_ Non-conforming

15. If the property is a non-conforming use, please explain: \_\_\_\_\_

Property was granted with variance for lot with, lot area, interior side yard set back. requesting variance for building coverage.

16. Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	A1	Residential
South	A1	Residential
East	A1	Residential
West	A1	Residential

**Zoning Variance Application, continued**

17. What is the Zoning Classification of the subject property? A1

18. List the variance(s) you are requesting:

- (1) Section 62- 75 Variance requested to Increase maximum building coverage from 35% to 43.3%
- (2) Section 62- \_\_\_\_\_ Variance requested to \_\_\_\_\_
- (3) Section 62- \_\_\_\_\_ Variance requested to \_\_\_\_\_

19. What is the proposed use of or improvement to the property? New Single family home

20. Is the building for (Check one): Personal Use \_\_\_ Rental \_\_\_ Resale

Please provide responses for the standards for granting zoning variances (attached).

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.

[Signature]  
 Petitioners Signature

12/17/2015  
 Date

[Signature]  
 Owner's Signature (or authorized agent)

12/17/2015  
 Date

**STANDARDS FOR GRANTING ZONING VARIANCES**  
**The Village of Brookfield's Zoning Code (Chapter 62, Section 62-760)**

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 in the same zoning district can be used;

The width of the lot is 25' wide. There are significant amount of homes in Brookfield on a 25' wide lot. lot had a previous home on it. Building a home on lot will bring another tax paying resident to town.

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. It needs a home on it.

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 suffice plan.

4. That the variation sought will not impair an adequate supply of light or air to adjacent property;

It will not

5. That the variation sought will not unreasonably diminish the values of adjacent property;

Facts show that new construction home raise values of neighboring properties

6. That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety;

It will not

7. That the variation is in harmony with the general purpose and intent of this ordinance.

Yes, Variation is to build a beautiful luxury single family home on the property/lot and bring more home owners to the town.



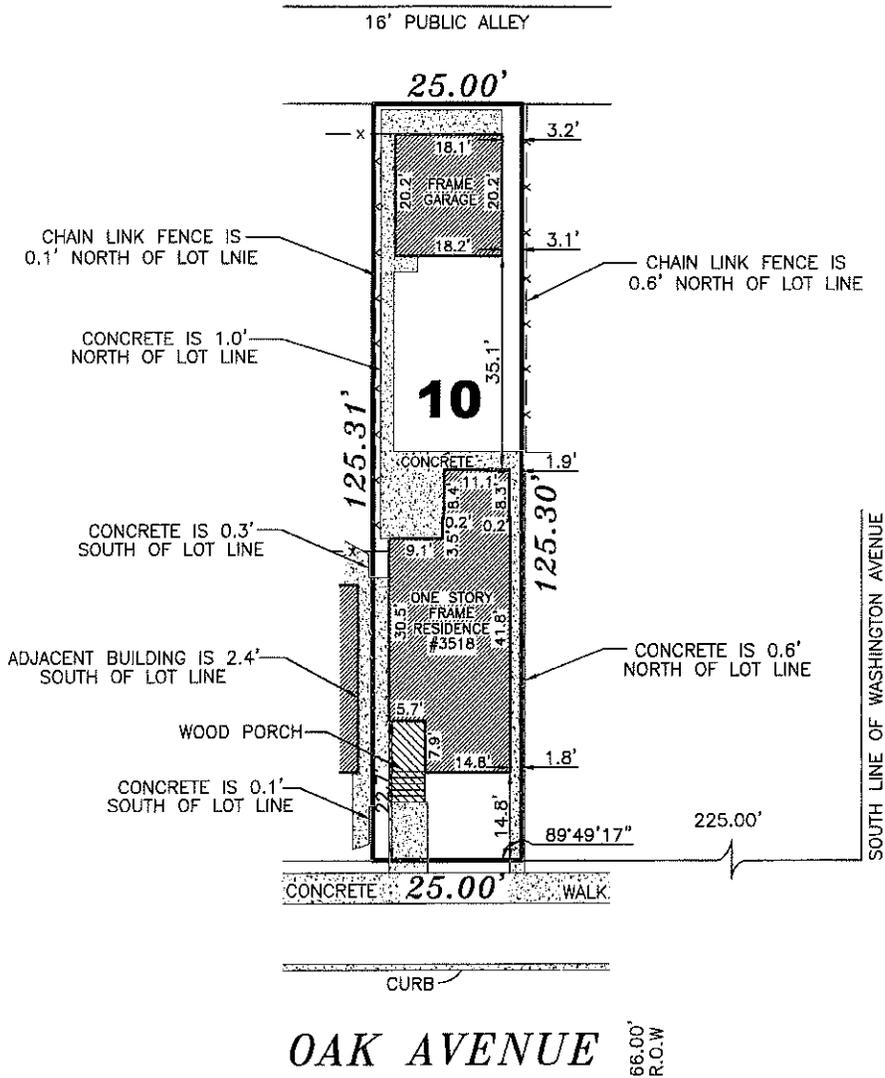
# PLAT OF SURVEY

OF

LOT 10 IN BLOCK 6 IN GROSSDALE, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3518 OAK AVENUE

NOTE:  
JNT LAND SURVEY WAS ASKED TO WRITE A LEGAL DESCRIPTION FOR THIS SURVEY, BASED UPON TAX ID NUMBERS, VERBAL COMMUNICATION, OR BY OTHER MEANS. THIS LEGAL CORRECTLY IDENTIFIES THE PROPERTY SURVEYED. JNT LAND SURVEY DOES NOT OFFER ANY GUARANTEE THAT THE CLIENT OWNS ALL OR ANY PART OF THE PROPERTY. THIS LEGAL DESCRIPTION SHOULD BE COMPARED TO A TITLE POLICY TO MAKE CERTAIN THAT THE CLIENT DOES IN FACT OWN THE ENTIRE TRACT OF LAND SURVEYED.



CLIENT: M2 HOLDINGS LLC

AREA OF SURVEY = 3133 SQ.FT.



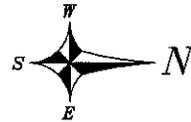
15935 S. BELL ROAD (708) 645-1136  
HOMER GLEN, IL. 60491 FAX (708) 645-1138  
WWW.JNTLANDSURVEY.COM

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCE.



PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR CORPORATION  
LICENSE NO.  
184.004450

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY LICENSE EXPIRES 11/30/16



STATE OF ILLINOIS } S. S.  
COUNTY OF WILL }

1" = 20'  
SCALE

FIELD WORK COMPLETED ON 13th DAY OF JUNE, 2016.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 16th Day of JUNE, 2016.

IPLS No. 3354

**AFFIDAVIT OF PUBLIC NOTICE  
TO SURROUNDING PROPERTY OWNERS**

The undersigned petitioner, on oath states that the undersigned notified, in writing, the owners of all property within 250 feet, excluding rights of way, in each direction of the property to which his petition relates, by personal delivery or by mail; that a public hearing would be held to consider such petition; that such notice was given no less than 15 days prior to such hearing; and that the owners so notified, are those shown on the last available tax records of the county. (Please attach a list of notified property owners).

Reing SATH

(Print Name)

R Sath

(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

10 DAY OF Jan, 2020

Ronald Schwartz  
(Notary Public)



Letter of Intent  
In Support of Request for Variance  
3518 Oak Ave, Brookfield, Illinois 60513

This Letter of Intent is in support of my request for a variance in:

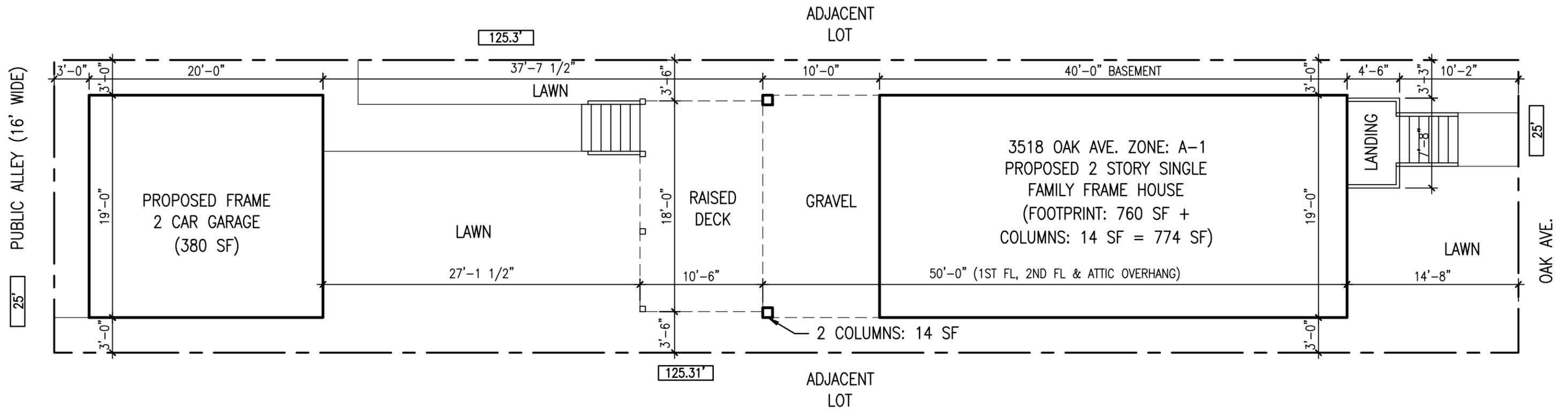
1. Variance requested to *increase maximum building coverage from 35% to 43.3%* for a proposed single family home on 3518 Oak Ave Brookfield, Illinois 60513.

We are thankful that previous request for variances have been approved: Lot Width and Frontage of 25 feet (Difference of -25 feet, code requires 50 feet), Lot Area of 3,133 square feet (Difference of -2,967 square feet, code requires 6,100 square feet), Interior Side Yard Setback of 3 feet (Difference of -2 feet, code requires 5 feet).

The reason for this variance request is to have the opportunity to increase the size of the proposed home. This variance would allow for a larger property that would generate an increase of value for both the surrounding homes and property.

I am happy to cooperate with the Village of Brookfield. For reference on my past work in Brookfield please see:

1. 4119 Park Ave, Brookfield, Illinois 60513
2. 4308 Maple Ave, Brookfield, Illinois 60513



LOT: 3132.5 SF

MAX LOT COVERAGE: 37% (1159 SF)

380 GARAGE + 774 HOUSE PROPOSED = 1154 SF

MIN GREEN SPACE: 40% (1253 SF)

1283 SF PROPOSED (40.9%)

SITE PLAN

02/07/20





# Village of Brookfield

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

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, February 24, 2020**

**7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

## AGENDA

- I. Roll Call
- II. Discussion Concerning a Request from the Village of Riverside to Participate in Funding the [Installation of a Radio Signal Repeater](#) in Riverside/Brookfield High School
- III. Discussion Concerning a Potential Amendment to the Village Code [Relating to Curb Cuts](#)
- IV. Discussion Concerning a Potential Amendments to the Village Code [Regarding Outdated Regulations](#)
- V. Discussion Concerning a Process to Undertake a [Redesign of the Village Logo](#)
- VI. Public Comment – Any member of the audience who wishes to address the President and Village Board may do so at this time
- VII. Executive Session – Pursuant to Section 2(c)(1) of the Open Meetings Act to discuss Personnel Matters
- VIII. 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:** February 21, 2020  
**TO:** President Ketchmark and Members of the Village Board  
**FROM:** Timothy C. Wiberg, Village Manager  
**Re:** February 24 Committee of the Whole Meeting

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Please find below a summary of the items for the February 24 Committee of the Whole (COTW) meeting:

- 1) **Discussion Concerning a Request from the Village of Riverside to Participate in Funding the Installation of a Radio Signal Repeater in Riverside/Brookfield High School**  
The Village of Riverside is interested in installing a radio signal repeater in Riverside/Brookfield High School in order to improve the signal quality for emergency responders. There are currently areas in the school building that are not conducive to a quality radio signal. [Attached is a memorandum](#) from the Police Chief of Riverside concerning this issue. The Riverside Police Chief will be present on Monday evening to discuss this issue with the Village Board.
- 2) **Discussion Concerning a Potential Amendment to the Village Code Relating to Curb Cuts**  
At its January 27 COTW meeting, the Board began discussing potential policy changes to the manner by which the Village handles curb cuts for single-family homes that provide for a driveway that does not lead to a garage. Following discussion, the Board requested additional information concerning several issues. [Attached is a memorandum](#) from the Village Planner providing this additional information.
- 3) **Discussion Concerning Potential Amendments to the Village Code Regarding Outdated Regulations**  
Village staff has discovered several Code sections that contain regulations that no longer reflect current practice and/or are impediments to good government. [Attached is a memorandum](#) from the Community Development Director summarizing these proposed modifications.
- 4) **Discussion Concerning a Process to Undertake a Redesign of the Village Logo**  
At its last COTW meeting, the Board reviewed several options provided by staff for a redesigned Village logo. The Board did not believe that any of the options provided reflected an ideal new logo to represent the Village. The Board opined that additional options would be important, and that public input should be sought to review additional options. On Monday evening, staff will discuss several options to involve the public in this process and seek Board direction as to what future process should be followed to update the Village logo.

If you should have any questions, please feel free to contact me.



MEMORANDUM—RIVERSIDE POLICE DEPARTMENT  
OFFICE OF THE CHIEF OF POLICE

To: President Kit P. Ketchmark, Board of Trustees and Manager Timothy Wiberg  
From: Tom Weitzel, Police Chief  
CC: Ed Petrak, Police Chief, Manager Jessica Frances and Fire Chief Matt Buckley  
Re: Radio Repeater System for RBHS  
Date: February 20, 2020

Thomas Q. Weitzel  
Chief of Police

The purpose of this memorandum is to give the Brookfield President, Board, and Manager a brief overview of the repeater system Riverside has been requesting funding and installation of for numerous years.

William Gutschick  
Deputy Chief of Police

Thank you for the invitation to speak to the board.

Frank Lara  
Operations Lieutenant

As Chief, I first raised this issue in June 2014. There have been three radio strength studies done by Chicago Communication, the latest one being completed in November 2019. During these testing phases, both police and fire officials have walked the building with the technicians from Chicago Communication to ensure accuracy and reliability. Additionally, school staff including the school safety officer and, in the latest walkthrough, the superintendent, were in attendance.

Pamela S. McCall  
Executive Aide to the  
Chief of Police

Each report that has been issued by Chicago Communication has noted a deficiency in the radio strengths. This translates to our portable police radios having dead spots within the high school when trying to communicate with our consolidated dispatch center in North Riverside and, at times, officer communication via portable radio. The signal strength problems are on the first floor and more prominently in the basement area of Riverside Brookfield High School.

Each community has been provided with the latest November 2019 report by Chicago Communication. They did the review because they are the sole-source vendor that can operate on our current radio system. The radio system is owned by the Cook County Sheriff's Police and is loaned out to local municipalities for use.

The funding being requested for the repeater system, technically known as a bi-directional signal amplifier, would be for the following split: School District 208, Brookfield, North Riverside and Riverside. All these municipalities use the same radio system. The Brookfield Zoo Police Department can switch over and talk on our frequency, but they do not use the current frequency for their day-to-day operations.

The technical expert from Chicago Communication noted in his report that the system currently does not meet standards set by radio communications nationwide. The overall signal strength for the entire high school is poor. I want to make it clear that we can still communicate in large parts of the high school - there are just sections of the school that the radios cannot penetrate in order to get to our dispatch center or officer to officer.

There are many reasons the radio signals are not reaching the communication center. Some of those factors are building design, building materials, weather conditions, foliage coverage, and seasonal conditions.

As Chief of Police in Riverside, which has primary jurisdiction over Riverside Brookfield High School, I have been requesting for this repeater system for nearly 6 years. It is essential to upgrade the radio communication system so that the entire school is covered.



MEMORANDUM—RIVERSIDE POLICE DEPARTMENT  
OFFICE OF THE CHIEF OF POLICE

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**REPEATER SYSTEM, 2/18/20 Pg. 2 Of 2**

At no time should a police officer have to respond to the high school in an emergency situation and not be able to reach other officers or our consolidated dispatch center. There is no dispute that there is a radio frequency problem at the high school.

Once this system is installed, there will be follow-up radio communication testing to ensure it meets the standards. There will be verification that the system is working by Chicago Communication.

This bi-directional signal amplifier will increase safety for students, staff, parents, vendors, and anyone entering the high school.

It will increase safety for police officers and allow our communication center to better deliver information via the radio system to police officers who respond.

The following is an example of how this helps all agencies. It is not uncommon for a call for service to the high school to go out on the radio frequency where a Brookfield police officer may respond first. This has happened in the past. If a Brookfield officer, for example, was in the area of Washington and Golf and there was an emergency call that came in, they would obviously respond to our mutual aid request for help.

There have been many times that Brookfield police officers are on the scene before Riverside. In fact, the Brookfield Police Department has made arrests and apprehended offenders who have fled the school before Riverside police officers were able to respond. Brookfield police officers need to have direct communication as much as Riverside police officers.

We are asking for the financial sharing agreement because these communities feed into Riverside Brookfield High School, and you have students from your communities who attend the high school.

Riverside Fire and Emergency Service Chief Matthew Buckley will be in attendance to answer any questions the board may have on fire-related issues.

I can say without a doubt that all three reports have stated that there are radio deficiencies at Riverside Brookfield High School and am asking you to support the request and the proposed intergovernmental agreement that has been shared with your board to improve overall safety for the students and staff at Riverside Brookfield High School, in addition to first responders.

**Cost Sharing.** Upon conveyance of the Equipment from Riverside to the District following its installation, Riverside shall seek reimbursement for costs related to the purchase and installation of the Equipment from the Parties. The Parties shall share responsibility for the costs of purchase and installation of the Equipment in the amount of \$67,750, in the following agreed amounts:

a. District:	\$25,000
b. Riverside:	\$14,750
c. Brookfield:	\$14,000
d. North Riverside:	<u>\$14,000</u>
Total:	\$67,750

I would be happy to answer any questions the board may have on this issue.



# COMMITTEE ITEM MEMO

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**ITEM:** New Curb Cut Policy During Street Projects  
**COMMITTEE DATE:** February 24, 2020  
**PREPARED BY:** Elyse Vukelich, Village Planner  
**PURPOSE:** Continued Discussion of a New Policy and Process for Non-Conforming Curb Cuts During Street Improvement Projects  
**BUDGET AMOUNT:** N/A

## **BACKGROUND:**

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At the Committee of the Whole Meeting on January 27<sup>th</sup>, 2020, staff presented proposed a new policy regarding non-conforming curb cuts that are improved during a street project. As staff explained during that meeting, Section 62-268 of the Village's Zoning Code prohibits parking spaces in the front yard setback in residential districts. In addition, properties that have alley access are not permitted to have new curb cuts from the street. However, there are several instances of curb cuts throughout Brookfield that lead to a parking space located in the front setback. There are also instances of a single family home with a garage facing the alley and a curb cut in the front of the home. When the Village undertakes a street project, staff needs to make a decision on whether or not the design of the street project should include a depressed or full-height curb for these non-conforming parking spaces.

Staff has discovered that the Village's approach to this subject has varied over time. Prior to 2018, the Village did require the installation of full height curbs during street projects to cut off access to these parking spaces. In 2018, in response to complaints from the public, the Village's policy was to allow these parking spaces as long as the parking space measured 8.5 feet by 18 feet (the size required by the Zoning Code). However, by re-installing a depressed curb the Village allows them to remain despite the non-conformity. On January 27<sup>th</sup>, staff presented an option that included removing the depressed curb cut if the home had a detached garage with alley access. If the home did not have a detached garage with alley access, the Village could enter into an agreement with the homeowner that they will remove the apron and install a full-height curb upon the sale of their home or the construction of a two-car garage.

During the discussion on January 27<sup>th</sup>, the majority of the Board did not feel this was the optimal approach. The Board recommended that staff review each individual case to be affected during the 2020 street project and return to Committee of the Whole for further discussion.

Since then, staff has looked at each case and has prepared a recommendation. Staff is seeking a Village Board direction on the following three scenarios in order to finish the design for the 2020 street project. In addition, staff requests that the Village Board offer opinions on a series of questions that will help staff ensure that the Village Code mirrors the Board's opinion and approach to these situations. The goal of this discussion is to create a consistent policy and approach to residential parking spaces and curb cuts that is reflected in the Village Code.

### **Scenario 1 – Apron in the Right of Way Only**



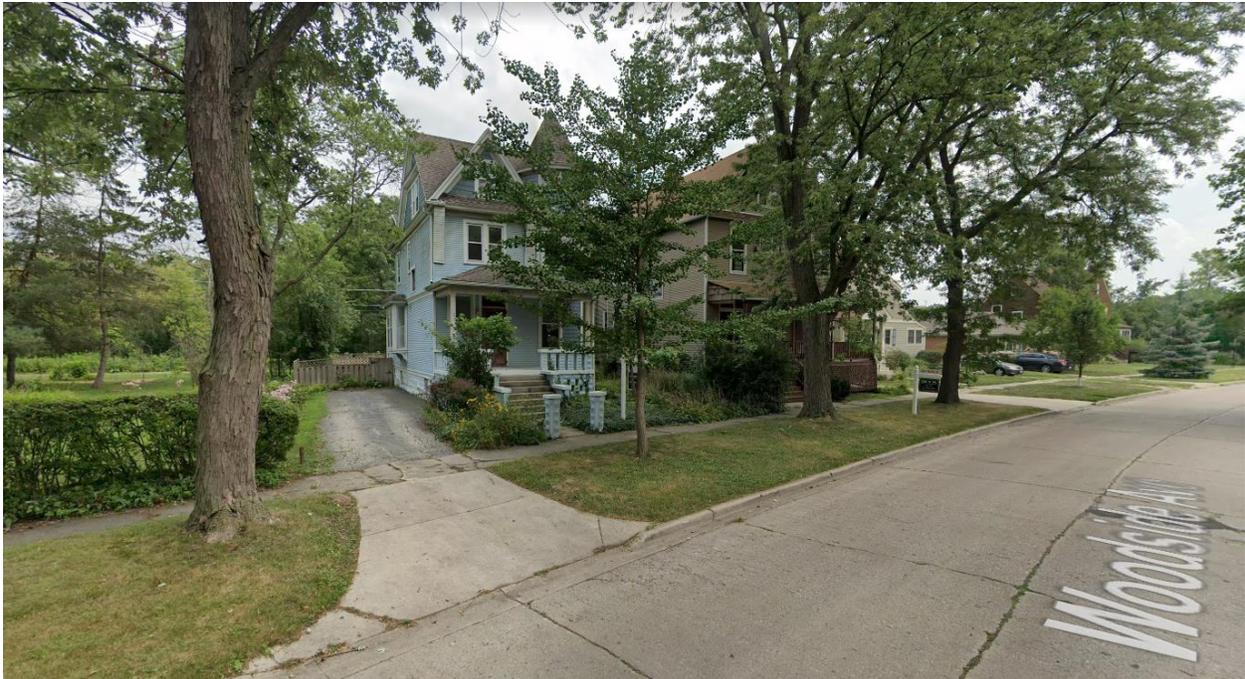
In the first scenario, a concrete apron with a depressed curb exists in the parkway, but ends at the sidewalk. The driveway does not extend onto private property. There are four (4) of these scenarios that will be affected by the 2020 street project.

### **Scenario 2 – Driveway in the Front Setback That Does Not Go Beyond Setback**



In the second scenario, a concrete apron with a depressed curb provides access to a driveway in the front setback. The driveway ends at the front of the home. There are five (5) of these scenarios that will be affected by the 2020 street project.

### Scenario 3 – Driveway Goes Beyond Front Setback But Does Not Lead to a Garage



In the third scenario, a concrete apron with a depressed curb provides access to a driveway that extends along the side of the home, however, the driveway does not lead to a garage. It either stops short of the rear yard or a fence prevents access to the rear yard. There are seven (7) of these scenarios that will be affected by the 2020 street project.

### Scenario 4 – Single Family Home Has Two Curb Cuts



Finally, the fourth scenario is a home with two curb cuts. One leads to a front facing garage, and the other provides access to a circular driveway in the front setback. There is only one (1) of these scenarios that will be affected by the 2020 street project.

## Each Scenario's Conformance with Village Code

Below is Section 62-268 of the Zoning Code, which governs the location of parking spaces, and Section 46-391, which governs where curb cuts should be located. Following is an analysis of which aspects of the code each scenario is in conflict with.

### **Sec. 62-268. - Required setback.**

No parking space nor portion thereof located in any residential zoning district may be located within any front yard setback. Nor shall any such parking space be located in any side or rear yard, except to the extent exempted within those sections governing side and rear yard usage within residential zoning districts. No parking spaces in any other zoning district may be located closer than five feet to any front yard property line or corner property line, or lot where landscaping is required under the terms of any special use of planned development permit. In all cases, no vehicle may be parked nor property owner maintain any parking lot or parking space to be occupied wherein any vehicle overhangs any public right-of-way or public sidewalk.

### **Sec. 46-391. - New curb cuts prohibited for residential uses or districts.**

(a) For all properties improved with residential uses or located in residential zoning districts as defined by the zoning provisions of this Code, no new curb cut on a public street shall be permitted where an alley is available to be used for access. Where an alley is not available for access, a property owner may apply for a curb cut on a public street.

(b) The department of public works and safety shall review the application and make a recommendation to the division of building and zoning of the department of administration. The zoning enforcement administrator or, in the absence of a zoning enforcement administrator, the village manager shall review the application.

(c) Should the zoning enforcement administrator or, in the absence of a zoning enforcement administrator, the village manager find that the application complies with the requirements of this section, the application for a curb cut shall be approved and a curb cut permit shall be issued.

The first scenario (apron in the right of way only) does not conform to Section 62-628 of the Zoning Code, which states "No vehicle may be parked nor property owner maintain any parking lot or parking space to be occupied wherein any vehicle overhangs any public right-of-way or public sidewalk."

The second scenario (driveway in the front setback that does not go beyond setback) does not conform to Section 62-628 of the Zoning Code, which states "No parking spaces nor portion thereof located in any residential zoning district may be located within any front yard setback."

It is unclear whether the third scenario (driveway goes beyond the front setback but does not lead to a garage) conforms to the code. Section 62-268 states that "nor shall any such parking space be located in any side or rear yard, except to the extent exempted within those sections governing side and rear yard usage within residential zoning districts."

However, in Section 62-13, which governs "Setback and Yard Exceptions", the code states that "Driveways and curbs, provided that such driveways provide access to legally authorized parking spaces" so long as they are "no closer than 12 inches to any side or rear lot line."

Once again, in Section 62-13.2.h of the Zoning Code states that "parking pads in single family residential districts, installed per the adopted building code" are exempt from rear and side yard setbacks so long as they conform to the yard requirements for detached garages. It also states that if parking pads are located in a corner side yard setback they must be screened with a solid fence.

There is no definition of a driveway or a parking pad. Therefore, each scenario may meet the code depending on how the Village interprets the term “driveway” or “parking pad,” and how close each parking space is to the property line.

The fourth scenario (single family home with two curb cuts) does not meet Section 62-268, which states that no parking space may be located in the front setback. The circular drive provides access to a parking space which is located entirely in the front setback.

### **Staff Recommendation for Each Scenario**

#### **Scenario 1 – Apron in the Right of Way Only**



Staff recommends that in all four instances of the first scenario that the Village remove the apron, install a full height curb, and restore the parkway with sod during the upcoming street project. Because the apron does not lead to a parking space on private property, and each of these homes has a two car detached garage, it is entirely within the Village’s right to remove a non-conforming parking space on Village property. In addition, some of these spaces do not measure 8.5 feet by 18 feet, which results in a car overhanging the street or sidewalk. The Village should communicate with the property owner and make them aware of the situation, but should plan to remove them.

### **Scenario 2 – Driveway in the Front Setback That Does Not Go Beyond Setback**



Staff recommends that in all five instances of the second scenario, that the Village re-install the apron and a depressed curb. It was clear to staff during the discussion last time that the Board desired a stronger reason other than non-conformance for any proposed removal. While they are not in conformance with the zoning code, any agreement or requirement that they be removed when the home is sold (as proposed at the last meeting) could lead to a depreciation of the home's value. During site visits, staff observed that all of these driveways are utilized. Therefore, staff believes the Village should leave them intact.

### **Scenario 3 – Driveway Goes Beyond Front Setback But Does Not Lead to a Garage**



Staff recommends that in all seven instances of the third scenario, that the Village reinstall the apron and depressed curb. The zoning code is not straightforward on this issue. In addition, if the driveway extends beyond the home by 18 feet, the parking space is technically not located in the front setback. Staff recommends that the code be amended to provide clarity on what is and isn't allowed in the front setback, but also to leave these intact during the upcoming street project.

## Scenario 4 – Single Family Home Has Two Curb Cuts



Staff recommends that in the only instance of a single family home having two curb cuts, that the Village reinstall the apron and depressed curb. If the Village is going to reinstall the depressed curb for the second scenario, the approach should remain consistent towards parking spaces located in the front setback.

If the Village Board supports this approach, staff will communicate to the Village Engineer that these designs should be incorporated into the street project. In addition, staff plans to reach out to these property owners to explain the decision and how it will affect their property.

### Questions for the Village Board

Staff would like to ask the Village Board to provide its opinion on the following questions to guide policy going forward:

1. Should a new home be allowed to be served by a front facing garage, driveway and curb cut, or should it only utilize alley access? If it depends on the scenario, what are some of the factors that should be considered?
2. Does the Village Board intend to keep the current regulations regarding no new curb cuts if there is alley access?
3. Does the Village Board intend to keep the current regulations regarding no parking spaces located in front setbacks?
4. Does the Village Board desire to eventually remove the parking spaces that are located in the front setback?

### STAFF RECOMMENDATION:

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Village staff recommends the Village of Brookfield Committee of the Whole review and discuss the proposal.

### REQUESTED COURSE OF ACTION:

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Review, discussion, and direction to staff.



# COMMITTEE ITEM MEMO

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**ITEM:** Municipal Code Updates  
**COMMITTEE DATE:** February 24, 2020  
**PREPARED BY:** Ross Klicker, Director of Community Development  
**PURPOSE:** To Discuss Needed Municipal Code Updates  
**BUDGET AMOUNT:** N/A

## **BACKGROUND:**

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Recently Community Development undertook a review of Municipal Code Sections that pertained to its everyday functions and enforcement activities. The purpose of this review was to see if there were sections that are either out of date to today's modern construction practices, or due to the Department's everyday functions and policies. The following is a summary of the additions, deletions and changes that are recommended by the Community Development Department:

- In Chapter 2, Article V – It is recommended that the Village update its Department structure to include the Department of Community Development and Parks and Recreation.
- In Chapter 6, Article III, Division 1 – It is recommended to remove all references to the requirement to be a Brookfield resident to obtain a liquor license. This is a provision which is not currently enforced.
- In Chapter 12, Article 1 – It is recommended to remove the special provisions relative to moving a house. These regulations were written in an era when moving a house took several days. With modern construction practices although not an easy process, moving a home is not as big of an ordeal and therefore these requirements are not needed.
- Also, in Chapter 12, Article 1 – It is recommended to remove the requirements pertaining to issuance of shopping center permits on state aid routes. This section is out of date to current development practices.
- Finally, in Chapter 12, Article 1 – It is recommended to remove the requirements for Deposits for construction operations. The Community Development Department does charge deposits on work which requires digging in the Public Right of Way, but those bond requirements are covered in other sections of the Municipal Code. The bonds or deposits referenced in these sections are for residential and commercial permit activity on private property. These bonds or deposits have not been collected in several years and are not believed to be necessary due to other

requirements such a contractor registration which require contractors to provide information on insurance which would cover any damages contemplated in this section of the Code.

- In Chapter 12, Article IV, Division 3 – It is recommended to remove most of the sections pertaining to Fences and Hedges. These sections are covered under the Property Maintenance Code and are duplicative and unnecessary.
- In Chapter 12, Article V – It is recommended to remove any reference to an Electrical Commission. This is a Commission the Village does not have.
- In Chapter 26, Article III – It is recommended that the section pertaining to smoke emissions be removed. Most of the equipment referenced in this Section is no longer used in modern construction and building practices, or if they are, they have been updated to not produce the levels of smoke describes in this section.
- In Chapter 36, Article XII, Division 3 – It is recommended that in the section on Construction Operations that the list of prohibited equipment be deleted as some of the equipment listed no longer used in modern construction practices (steam shovels and hoists) and the other items that are listed are used almost every day within the Village of Brookfield. Things such as pneumatic hammers and shovels, used to be very cumbersome and extremely loud. Today it is hard to contemplate a roof being singled in Brookfield without the assistance of a pneumatic hammer or driveway or sidewalk being removed without the assistance of a pneumatic shovel.
- In Chapter 46, Article VI, Division 4 – It is recommended to update the language pertaining to new curb cuts to reflect modern home building practices. If a lot is wide enough it is common practice to build a single-family detached home with an attached two-car garage. These garages typically load to the front of the residence and with our current regulations prohibiting new curb cuts, it may prevent someone from building this type of residence. It is believed that this is hindering development and redevelopment within the community. The proposed change would allow for new construction of single-family homes which have a two-car attached garage to have a new curb cut to facilitate construction of these units.
- Also, in Chapter 46, Article VI Division 4 – It is recommended to remove the section which outlines fees charged for J.U.L.I.E. locate services. This is a free service which the Village is not allowed to charge fees for use. Additionally, fees have never been collected for providing this service.

**ATTACHMENTS:**

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1. Detailed Overview of Recommended Municipal Code Changes.

**REQUESTED COURSE OF ACTION:**

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Should the Committee of the Whole agree with these recommend code changes and Ordinance will be drafted for consideration.

**ATTACHMENT 1:**

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Detailed Overview of Recommended Municipal Code Changes

CHAPTER 2 - ADMINISTRATION  
ARTICLE V. - DEPARTMENTS

Sec. 2-391. - Established.

The executive and administrative powers and duties of the village shall be distributed and exercised through the following departments:

- (1) Administration department.
- (2) Finance department.
- (3) Department of public works and services.
- (4) Fire department.
- (5) Police department.
- (6) Community Development**
- (7) Parks and Recreation**

Sec. 2-392. - Department heads.

The supervision of the village departments shall be under the direction of the department directors appointed by the village manager.

Sec. 2-393. - Duties, qualifications and compensation of department and division heads.

The duties, qualifications and compensation of the directors of the various village departments and the heads of divisions thereunder shall be as determined by ordinance and by the regulations provided in this Code and by state law.

Sec. 2-394. - Department of administration.

The department of administration, under the direction of the assistant village manager, shall include all of the administrative functions of the village exclusive of those assigned to other departments, and shall contain the following divisions:

- (1) Division of general services, which shall include all matters pertaining to office administration, personnel administration and clerical services.
- (2) Division of human resources, which shall include all matters pertaining to the administration of these duties. ~~Division of inspection under the chief building inspector, which shall include all matters pertaining to the inspection of the construction and alteration of buildings, and all matters pertaining to electrical installations and repairs and plumbing installations and repairs.~~
- ~~(3) Division of health, which shall include the health officer and the sanitarian and all matters pertaining to health and sanitation.~~
- ~~(4) Division of engineering, which shall include all matters pertaining to engineering work.~~
- ~~(5) Division of building and zoning, which shall include under the supervisor of building and zoning all matters pertaining to the enforcement of the dwelling code, subdivision control and zoning.~~

Sec. 2-395. - Department of finance.

The finance department, under the direction of the finance director, shall include matters pertaining to finance and shall contain the following divisions:

- (1) Division of accounts under the finance officer, which shall include all matters pertaining to the finances of the village except those delegated to the village treasurer.
- (2) Division of treasury under the village treasurer, which shall include those matters pertaining to the custody and authorized disbursement of village funds.

**Sec. 2-396. - Department of public works and services.**

The department of public works and services, under the director of public works and services, shall include matters pertaining to public works and services, and shall contain the following divisions:

- (1) Division of water, which shall include all matters pertaining to the water supply and sewage systems of the village.
- (2) Division of streets, which shall include all matters pertaining to the public streets and alleys.
- (3) Division of equipment maintenance, which shall include the operation of the village garage.
- (4) Division of recreation, which shall include all matters relating to village recreation and leisure facilities and activities.

**Sec. 2-397. - Department of fire.**

The department of fire, under the fire chief, shall include all matters pertaining to fire protection in the village.

**Sec. 2-398. - Department of police.**

The department of police, under the police chief, shall include all matters pertaining to police protection in the village.

**Sec. 2-399 – Department of community development.**

**The department of community development, under the director of community development, shall include matters pertaining to building & code enforcement, planning and economic development.**

**Sec. 2-400 – Department of parks and recreation.**

**The department of parks and recreation, under the director of parks and recreation, shall provide quality recreation programming and special events to all people infants to seniors in an inclusive and welcoming environment.**

CHAPTER 6 – ALCOHOLIC BEVERAGES  
ARTICLE III – LICENSES  
DIVISION 1 – GENERALLY

Sec. 6-54. - Qualifications for licensure.

A local liquor license may not be issued to the following:

- (1) ~~A person who is not a resident of the village.~~
- (2) A person who is not of good character or reputation in the community in which he resides.
- (3) A person who is not a citizen of the United States.
- (4) A person who has been convicted of a felony under any federal or state law, if the local liquor commissioner determines, after investigation, that such person has not been sufficiently rehabilitated to warrant the public trust.
- (5) A person who has been convicted of being the keeper of or is keeping a house of ill fame.
- (6) A person who has been convicted of pandering or another crime or misdemeanor opposed to decency and morality.
- (7) A person whose license issued under the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., has been revoked for cause.
- (8) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon first application.
- (9) A partnership, if any general partner thereof, or any limited partner thereof, owning more than a five percent interest in such partnership would not be eligible to receive a license hereunder for any reason, other than citizenship ~~and residence within the village.~~
- (10) A corporation, if an officer, manager or director thereof, or any stockholder or stockholders, owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder other than citizenship ~~and residence within the village.~~
- (11) A corporation unless it is incorporated in the state or unless it is a foreign corporation which is qualified to transact business in the state.
- (12) A person whose place of business is operated by a manager or agent unless the manager or agent possesses the same qualifications required of the licensee.
- (13) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, or who has forfeited his bond in court to answer charges for any such violation.
- (14) A person who does not beneficially own the premises for which a license is sought, or who does not have a lease thereon for the full period which the license is to be issued.
- (15) Any law-enforcing public official, including the president of the village, or any member of the village board of trustees, or president or member of a county board, and no such official shall be interested directly in the manufacture, sale or distribution of alcoholic liquor, except that a license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the state liquor control commission.
- (16) A person who is not a beneficial owner of the business to be operated by the licensee.
- (17) A person who has been convicted of a state gambling offense.
- (18) A person, or partnership if it or any of its members, or a corporation if any manager or director or stockholder owning more than 20 percent of the corporate stock, has been issued a federal wagering stamp by the federal government for the current tax period.

- (19) Any premises for which a federal wagering stamp has been issued by the federal government for the current tax period.
- (20) Any premises within 100 feet of any church, school, hospital, mortuary, home for aged or indigent persons or for veterans and their families or any military or naval station, provided that this prohibition shall not apply to regularly organized clubs, hotels, restaurants, food shops or other businesses where the sale of alcohol is not the principal business carried on. This prohibition does not apply to the renewal of a license when a church or school is established subsequent to the original issuance. In the case of a church, the distance is measured to the nearest part of a building used for worship or education rather than the property lines. Otherwise, the distance is measured from property lines.
- (21) Any place where the majority of customers are minors of school age where the principal business transacted consists of school books, school supplies, food, lunches or drinks for such minors.
- (22) A premises on the same block with an already established premises which has a liquor license of the same class, with the same opening and closing hours for the retail sale of alcoholic liquor.
- (23) This section shall not apply where such premises were established prior to December 19, 1949. The term "block," as used in this section, is defined as that portion of one side of a street running from intersecting street to the next intersecting street.
- (24) A premises which is defined as an adult use in section 62-2 and designated a permitted use within an I-1 Zoning District in section 62-127, including any premises required to be licensed as an adult use pursuant to section 4-49.

CHAPTER 12 - BUILDINGS AND CONSTRUCTION  
ARTICLE III. - PERMITS AND FEES

~~Sec. 12-94. — Special provisions relative to house moving permits.~~

- ~~(a) — Notwithstanding any other provision of this article, a permit to move any building shall be issued only to a licensed house mover. Such a permit shall state specifically all the conditions thereto and shall prescribe the route to be taken in moving the building and the time limit for such moving.~~
- ~~(b) — No permit for moving any building shall be issued until there is filed with the chief building inspector a consent in writing, signed by the owners or their authorized agents, of a majority of the frontage upon the side of the street where such building is proposed to be moved, nearest intersecting streets.~~
- ~~(c) — On each and every night while a building being moved under a permit from the village remains on any street or alley, from dusk until sunrise, the permit holder shall place or cause to be placed, at each corner of such building, a red light.~~
- ~~(d) — It shall be unlawful for the holder of a permit to move a building to permit or suffer such building to be or remain in any of the public grounds of the village for any time longer than specified in the permit.~~

~~Sec. 12-96. — Prerequisites to issuance for shopping centers on state aid routes. —~~

~~No permit will be issued for the construction of shopping centers situated on or adjacent to state aid routes within the corporate limits of the village, before the county superintendent of highways has been notified of the application for such permit and given pertinent information relating thereto. A copy of this section, duly certified by the clerk of the village, shall be filed in the office of the county superintendent of highways.~~

~~Sec. 12-100. - Deposit required prior to construction operations.~~

- ~~(a) — No person shall perform any work for which a building permit is required if the cost of such work is \$1,000.00 or more, without first making a cash deposit with the village manager or his designee of \$200.00 for residential construction and \$500.00 for commercial construction. Such sum shall be increased an appropriate amount if, in the opinion of the chief building inspector, the stated amount would not be sufficient to construct or repair damages to sidewalks, pavements, trees and any other village property which are already damaged or obviously will be damaged in the course of construction. Such sum shall be paid in addition to the cost of a building permit.~~
- ~~(b) — The deposit made pursuant to this section shall be refunded to the permittee upon return of the cash deposit receipt when certificates of occupancy have been issued and when compliance with this chapter and other village ordinances are complete, less deductions for damages to sidewalks, trees, pavement and any other village property.~~
- ~~(c) Any deposit not redeemed within two years after completion of the work shall be forfeited to the village.~~

## ARTICLE IV – BUILDING CODE AND REGULATIONS

### DIVISION 3 – FENCES AND HEDGES

#### ~~Sec. 12-200. – Required maintenance.~~

~~Any property owner receiving the permit to erect a fence or plant a hedge and the property owner's successors and heirs who thereafter receive title to the property, shall maintain the fence erected in good repair or hedge planted in neatly pruned condition. All fences shall be required to be maintained in a manner and in a condition equal to that of the fence when it was erected. No hedge shall be permitted to encroach within one foot of any public sidewalk or the property line.~~

#### Sec. 12-201. - Construction requirements.

- (a) All fences shall be constructed of new material. No single strand, electric, barbed wire or similarly hazardous fence shall be allowed within the village.
- (b) ~~Every fence constructed, erected, altered or enlarged after the effective date of the ordinance from which this division is derived shall be of an architectural design common to the village and shall be so designed and constructed as to be compatible with its environment and surrounding properties from an architectural standpoint.~~
- (c) ~~No fence shall be of such architectural design that the same is manifestly inferior or is so radically different as to impair marketability or property values of the existing property in the same immediate vicinity.~~
- (d) All fences shall be constructed with the finished or smooth side facing outward, that is all posts and supporting beams shall face toward the permit holder's property.
- (e) Uniform design shall be maintained along the entire length of each fence span.
- (f) The attachment of any fencing, screening or other material added to an existing fence is prohibited. However, this shall not preclude the installation of privacy slats to chain-link fencing.

#### ~~Sec. 12-202. – Nonconforming fences and hedges.~~

- (a) ~~In all cases when a fence is erected or a hedge is planted, as applicable, contrary to the provisions of this Code, the code enforcement officer shall forthwith notify, by certified mail, the owner or agent of the land on which the fence or hedge is located. The notice shall describe the manner in which the fence or hedge violates this Code.~~
- (b) ~~Except in circumstances where the condition of the fence or hedge presents a danger to public health or safety, the notice shall notify and permit the property owner to make such repairs as necessary to make such fence or hedge comply with the provisions of this division within 30 days. A property owner may apply to the village manager, and upon the showing of good cause, the village manager may approve in writing an extension of the compliance period by not more than an additional 60 days.~~
- (c) ~~Whenever a legal nonconforming fence and hedge cannot be maintained in compliance with the maintenance standards set forth in this Code, such nonconforming fence or hedge shall be removed.~~

## ARTICLE V – ELECTRICAL CODE AND REGULATIONS

### Sec. 12-261. ~~Electrical commission~~

- ~~(a) *Established.* The village has established an electrical commission which shall consist of six members, as provided in this section.~~
- ~~(b) *Members.* The electrical inspector shall be a member and ex officio chairperson of such commission; of the other five members, one shall be a registered professional engineer; one an electrical contractor; one a journeyman electrical; one a representative of an inspection bureau maintained by the fire underwriters, if such a representative resides in the village, and if no such representative resides in the village, then the chief of the fire department; and one representative of an electrical supply company. If there is no person residing in the village who is qualified under any one of these descriptions, the village president may appoint some other person to fill that position. All members of the electrical commission shall be appointed by the village president with the advice and consent of the village board.~~
- ~~(c) *Compensation.* All electrical inspectors, and any other village employee who may be appointed to the commission shall serve on the commission without additional compensation thereof. The other members shall receive such compensation as may be fixed by the board of trustees or shall serve without compensation if such is not fixed.~~
- ~~(d) *Duties.* The electrical commission shall recommend safe and practical standards and specifications for the installation, alteration and use of electrical equipment designed to meet the necessities and conditions that prevail in the village, shall recommend reasonable rules and regulations governing the issuance of permits by the electrical inspection division, shall recommend reasonable rules and regulations governing the issuance of permits by the electrical inspection division, and shall recommend reasonable fees to be paid for the inspection of electrical equipment installed or altered within the village.~~
- ~~(e) *Adoption.* Standards, specifications, rules and regulations and fees recommended by the commission shall not become effective until adopted by ordinance by the board of trustees. All fees so adopted shall be paid into the village treasury.~~

CHAPTER 26 – HEALTH AND SANITATION  
ARTICLE II – AIR QUALITY REGULATIONS

~~Sec. 26-26. — Smoke emissions restricted.~~

~~The emission of dense smoke within the village from the smokestack of any locomotive, steam roller, steam derrick, steam pile driver, tar kettle or other similar machine or contrivance or from the smokestack or chimney of any building or premises, except for a period of six minutes in any one hour during which the fire box is being cleaned out or a new fire being built therein, is hereby declared to be unlawful and a nuisance and may be summarily abated by the chief building inspector or by any one whom he may duly authorize for such purpose. Such abatement shall be in addition to any penalty imposed for the violation of this section.~~

CHAPTER 36 – OFFENSES AND NUISANCES  
ARTICLE XII – NUSIANCES  
DIVISION 3 – NOISE

Sec. 36-711. - Construction operations.

- (a) ~~It shall be unlawful for any person to operate or use any pile drivers, steam shovels, pneumatic hammers, pneumatic shovels, derricks, steam hoists, apparatus, the use of which is attended with loud or unusual noises, in any block in which more than half of the buildings on either side of the street are used exclusively for residence purposes.~~
- (b) It shall be unlawful for any person to construct, demolish, alter or repair any building or structure, to grade mechanically land or excavate any ditch, trench, hole, streets and highways with powered mechanical equipment between the hours of 12:00 a.m. (midnight) to 7:30 a.m. and from 7:00 p.m. to 11:59 p.m. on weekdays (other than legal holidays), between the hours of 12:00 a.m. (midnight) to 8:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Saturdays (other than legal holidays) and between the hours of 12:00 a.m. (midnight) to 9:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Sundays and legal holidays. Emergency work and work undertaken by local, state, or federal governmental entities are exempt from this provision.
- (c) Upon written application to the village manager stating the applicant's name, the specific work to be done, the location of the work to be done and the time required to complete the work, the village manager may, in his/her discretion, issue written permission to undertake the construction, demolition, alteration or repair any building or structure, to grade mechanically land or excavate any ditch, trench, hole, streets and highways with powered mechanical equipment between the hours of 12:00 a.m. (midnight) to 7:30 a.m. and from 7:00 p.m. to 11:59 p.m. on weekdays (other than legal holidays), between the hours of 12:00 a.m. (midnight) to 8:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Saturdays (other than legal holidays) and between the hours of 12:00 a.m. (midnight) to 9:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Sundays and legal holidays if he/she determines that the public health and safety will not be detrimentally affected by the noise created by the work proposed to be performed. Permission granted under this subsection shall be for a period of no more than seven days and may be renewed for one period of no more than seven days. The village manager may, in his/her discretion, impose conditions and/or restrictions upon the permission granted.

CHAPTER 46 – STREETS, SIDEWALKS AND RIGHTS OF WAY  
ARTICLE VI – CONSTRUCTION AND MAINTENANCE  
DIVISION 4 – EXCEVATIONS

Sec. 46-391. - New curb cuts prohibited for residential uses or districts.

- a) For all properties improved with residential uses or located in residential zoning districts as defined by the zoning provisions of this Code, no new curb cut on a public street shall be permitted **for existing residential structures** where an alley is available to be used for access. **When a new residential dwelling structure is built (defined as new foundation and building) a property owner may apply for a curb cut on a public street provided there is a minimum of a two car attached garage being built as part of the new residential structure.** Where an alley is not available for access, a property owner may apply for a curb cut on a public street.
- b) The department of public works and safety shall review the application and make a recommendation to the division of building and zoning of the department of administration. The zoning enforcement administrator or, in the absence of a zoning enforcement administrator, the village manager shall review the application.
- c) Should the zoning enforcement administrator or, in the absence of a zoning enforcement administrator, the village manager find that the application complies with the requirements of this section, the application for a curb cut shall be approved and a curb cut permit shall be issued.

~~Sec. 46-394. - J.U.L.I.E. processing fees. \_\_\_\_\_~~

- ~~a) If a resident or business requests a J.U.L.I.E. check to be conducted on private property, the resident or business shall reimburse the village for marking the J.U.L.I.E. location at the hourly rate a maintenance operator is paid to mark the location, plus material costs. There will be a one hour minimum cost for marking a J.U.L.I.E. location.~~
- ~~b) The village will issue an invoice to the resident or business owner within 30 days the J.U.L.I.E. location was made. Failure to pay the invoice within 60 days of the J.U.L.I.E. location will result in a denial of all subsequent village permit requests until said balance is paid in full.~~