



Village of Brookfield

Community and Economic
Development Department
8820 Brookfield Avenue
Brookfield, IL 60513

Seasonal

Right-of-Way Encroachment

Permit Application

Part 1: General Information

Address/Location of Encroachment: _____

Name of Applicant: _____

Address: _____ Phone: _____

I have read and will comply with the regulations concerning allowable right-of-way encroachments in the Commercial Districts outlined in Chapter 46 of the Village Code. I understand this is not a building permit for the construction of a permanent encroachment, and that I must enter into a License Agreement with the Village in order to place my proposed temporary or permanent encroachment in the public right-of-way. Upon application submittal, I will submit to the Village a Certificate of Insurance naming the Village of Brookfield as an additional insured. A separate Certificate is required for each Application.

Signature of Applicant: _____

Name of Property Owner: _____

Signature of Property Owner: _____

Part 2: Encroachment Information

Check Type of Encroachment	Temporary (specify dates) or Permanent	No.
Planter		
Awning or Canopy		
Table, Decorative or Dining		
Chair		
Bench		
Decorative Item (Statue, etc)		
Other (describe):		

Attach a photo or cut sheet of the proposed encroachment.

Attach a plat of survey showing the location of the encroachment, including dimensions from property lines, buildings, and the street/curb.

For planters, attach a list of proposed plant materials.

For Office Use Only

Community and Economic Development Department Review:

Conditions or Explanation: _____

Zoning Official _____ Date _____

Public Works Department Review:

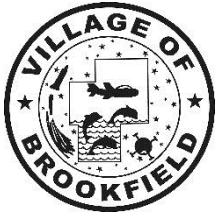
Conditions or Explanation: _____

Public Works _____ Date _____

Manager's Office Review:

Village Manager or Assistant Village Manager authorization to enter into license agreement:

Village Manager/Assistant Village Manager _____ Date _____



Village of Brookfield

Right Of Way (ROW) Encroachment Check List

1. Complete ROW application
2. License Agreement complete (last page)
3. Site Plan demonstrating ability to preserve a 5ft unobstructed walk way.
4. Insurance (COI)
 - a. General liability must be occurrence form policy not claims made
 - i. Each occurrence \$1,000,000
 - ii. Damage to rented premises \$50,000
 - iii. Med EXP \$5,000
 - iv. Personal & Adv Injury \$1,000,000
 - v. General Aggregate 2,000,000
 - b. Description of Operations- additional insured Village of Brookfield, its officials, employees, agents, and volunteers
 - c. Village of Brookfield listed as certificate holder
 - d. CG 2010 or CG 2026 form (AIE) – Village of Brookfield
 - e. Dates listed on Start and End – (April – November)

Check
1
2
3
4
4a
4ai
4aii
4aiii
4aiv
4av
4b
4c
4d
4e

ORDINANCE NO. 2010 - 41

AN ORDINANCE TO AMEND CHAPTER 24 OF THE
CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS,
REGARDING PERMITTED ENCROACHMENTS IN COMMERCIALY-ZONED NON-
IDOT RIGHT-OF-WAY

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10 DAY OF MAY, 2010

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 10 day
of May 2010.

ORDINANCE NO. 2010- 41

AN ORDINANCE TO AMEND CHAPTER 24 OF THE
CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS,
REGARDING PERMITTED ENCROACHMENTS IN COMMERCIALY-ZONED NON-
IDOT RIGHT-OF-WAY

WHEREAS, the Village Code of the Village of Brookfield currently allows for a limited type of encroachment of temporary and permanent fixtures in Commercially Zoned Districts;

WHEREAS, certain temporary and permanent encroachments can enhance the character of the Commercially Zoned Districts;

WHEREAS, the Village Code must provide for a process and regulations governing the use of the public right-of-way for temporary and permanent encroachments in order to protect the safety and character of the Commercially Zoned Districts;

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

Section!: Section 24-4 entitled "Sidewalk Planters" in Chapter 24 entitled "Streets and Sidewalks" of the Village Code of Ordinances of the Village of Brookfield, as amended, is hereby amended by changing the title of Section 24-4 to "Permitted Encroachments in Commercially Zoned Districts."

Section 2: Section 24-4 is hereby further amended to be deleted in its entirety and read as follows:

SEC. 24-4. Permitted Encroachments in Commercially Zoned Districts.

No person shall place or maintain an encroachment or obstruction in the public right of way without a permit as provided in this section. The Village Manager or his designee is hereby authorized to issue a license to the owner or occupant of non-residential property located in

Commercially Zoned Districts for one or more encroachments into the Village of Brookfield Right of Way that meet the standards and criteria set forth in this section.

A. Allowable encroachments in the public right-of-way.

1. Subject to permit approval and entering into a license agreement per the provisions of this Section, the following privately owned encroachments may be permitted to encroach into the public right-of-way in the Commercially Zoned District and may not be placed in Illinois Department of Transportation (IDOT) Right of Way: Planters, awnings or canopies, decorative or dining tables and chairs, benches, or other decorative items relative to the adjacent business or special event.

B. License and Agreement Required.

A Right-of-Way Encroachment License and Agreement is required for the placement of any allowable encroachments in the public way. Any owner or occupant of a non-residential property located in the Commercially Zoned District may apply for a Right-of-Way Encroachment License and Agreement to request approval of an encroachment meeting the requirements of this Ordinance. Upon license approval, the owner or occupant must enter into a License Agreement (Appendix A) prior to placing the encroachment in the public way.

C. General Standards.

1. Proposed encroachments must be located on the public sidewalk adjacent to the licensee's property in the area bounded by the licensee's property line, the back edge of the curb line, and the licensee's property lines extended to the street and so located to maintain a minimum of five foot (5') unobstructed sidewalk width

and a minimum of five foot (5') unobstructed accessway from each entrance or exit of the building located on the property to the street.

2. Temporary encroachments are those that are placed in the public way seasonally. Such encroachments may not be permanently affixed to the building or public way and must be removed from November 1st through April 15th of each year. Permanent encroachments are those that are placed in the public way year-round. Only awnings or canopies may be pennitted as permanent encroachments. Such encroachments must, in addition to a Right-of-Way Encroachment License and Agreement, obtain a Building Permit in accordance with Chapter 6 of this Ordinance.
3. With the exception of Awnings and Canopies, no allowable encroachment may be utilized for the purpose of displaying signage or advertisements.
4. All permitted encroachments must be constructed of weather resistant materials and maintained in good condition, clean and free oflitter, by the property owner or occupant. Permits are subject to revocation in the event the encroachment is not maintained by the property owner or occupant.
5. Allowable encroachments shall be located so that the encroachment does not obstruct any traffic control sign or device or street identification sign and does not impair the safe visibility of pedestrians and vehicular traffic.
6. Any existing permanent encroachments non-conforming to the provisions of this Ordinance must be maintained in good condition and be permitted and licensed per the provisions of this Ordinance. In the event an existing permanent

encroachment is damaged by any means 50% of greater, removed, or replaced, the new encroachment must meet the provisions of this Ordinance.

7. A Right-of-Way Encroachment License and Agreement may be denied in the event the proposed encroachment does not complement or substantially conform to the character of the zoning district and Village-supplied streetscape accessories.

D. Standards for Allowable Encroachments

1. Planters

- a. The sidewalk planters shall be located on the public sidewalk adjacent to the licensee's property in the area bounded by the licensee's property line, the back edge of the curb line and the licensee's property lines extended to the street and so located to maintain a minimum five foot (5') unobstructed sidewalk width and a minimum five foot (5') unobstructed accessway from each entrance or exit of the building located on the property to the street.
- b. The sidewalk planters shall be located so that the sidewalk planter and the vegetation growing from the sidewalk planter does not obstruct any traffic control sign or device or street identification sign and does not impair the safe visibility of pedestrians and vehicular traffic.
- c. The sidewalk planters shall be constructed from weather resistant materials approved by the Village Manger.
- d. The sidewalk planter shall not be affixed, attached or anchored to the public sidewalk or any building or wall, but shall be of sufficient size and weight to resist being easily tipped or toppled.

e. The vegetation planted in the sidewalk planters shall be approved by the Village Forester, kept cultivated, trimmed of overgrowth and weed free. The licensee shall be responsible for planting all vegetation in the sidewalk planter, keeping the sidewalk planter planted with vegetation during all growing seasons, maintaining, weeding and watering the vegetation. The sidewalk planters shall be maintained in good repair, clean and free from litter.

2. Awnings or Canopies

- a. Awnings or canopies must be permitted and constructed in accordance with Chapters 6 (Building), 30 (Zoning) and 31 (Signs) of this Ordinance. Awnings and canopies may project in to the public right-of-way if a Right-of-Way Encroachment License and Agreement are approved.
- b. Awnings and canopies projecting into the right-of-way may not be supported by poles or any similar structure support extending to the ground.

3. Tables, Chairs, Benches

- a. Tables, chairs, and benches located in the public right-of-way must meet the zoning and liquor license requirements for outdoor dining or consumption of beverages. Previously approved outdoor dining facilities in the public right-of-way may continue to be used as such, but must obtain a Right-of-Way Encroachment License and Agreement in accordance with this Ordinance.
- b. Benches must match Village-supplied benches in make, model, style, color, and finish.

4. Other decorative items

- a. Any proposal for decorative items in the public right-of-way must directly relate to the adjacent business or special event.
- b. The Village may deny a Right-of-Way Encroachment License and Agreement if the proposal does not demonstrate a direct relationship with the adjacent business or special event, or if the decorative item does not substantially conform to the character of the zoning district or Village-supplied streetscape accessones.

E. Liability and Indemnification

1. The licensee shall agree to assume all liability and shall indemnify, defend and hold harmless the village, its officials, employees, agents, and volunteers, for any injury or damage to persons or property, including the village's property, officials, employees, agents, and volunteers, occasioned by or arising in connection with any pmi of the encroachment, the use or occupancy of the area occupied by the encroachment or the existence or condition of the encroachment. The licensee shall fmiher agree to indemnify, defend and hold harmless the village and its officials, employees, agents, and volunteers against (i) any actions which may be brought against the village, its officials, employees, agents, and volunteers, arising out of the license issued, the installation and use of the encroachment, or any act or omission of the licensee, its agents or assigns, or any independent contractor on the licensee's behalf, and (ii) any claim or expenses incurred by the village, its officials, employees, agents, and volunteers, in enforcing the terms and provisions of the license against the licensee.

2. The licensee shall obtain and keep in full force and effect throughout the term of the license insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the placement of the encroachment in or on the public right of way. The insurance policy shall contain commercial general liability limits not less than \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The insurance policy shall name the village, its officials, employees, agents, and volunteers, as additional insureds. The insurance policy shall be written on an occurrence basis and not on a claims made basis. The licensee's insurance coverage shall be primary as respects the village, its officials, employees, agents, and volunteers. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the village. The insurance policy shall be issued by an insurer with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. Any insurance or self-insurance maintained by the village, its officials, employees, agents, and volunteers shall be excess of licensee's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the insurance policy shall not affect coverage provided to the village, its officials, employees, agents, and volunteers. The Licensee shall submit to the Village Manager, prior to the installation of the encroachment, a certificate of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, evidencing the required coverage. The village shall also have the right to request, and the licensee shall

promptly provide to the village, full certified copies of the insurance policy and its endorsements.

3. The licensee shall execute a license agreement substantially in the form set forth in Appendix A to this Chapter.

F. Tenn. All temporary Right-of-Way Encroachment License and Agreements shall be for a term of one calendar year from January 1 to December 31. Permits and licenses for perrnanent encroachments shall be valid until such encroachment is removed.

G. License Fees. No annual fee shall be charged for a Right-of-Way Encroachment License and Agreement. Permit fees shall be charged in accordance with the Fee Schedule set forth in Chapter 2 of this ordinance.

H Revocation. The Village Manager may revoke any license or permit if the license agreement is terminated or the encroachment does not conform to the requirements of this section.

Section 3: Severability

If any section, subsection, sentence, clause, phrase, or other portion of this ordinance or its application to any person is, for any reason, declared invalid, in whole or in part, by any court or agency of competent jurisdiction, the declaration of invalidity shall not affect the validity of the remaining portions of the ordinance.

Section 4: Effective Date

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

ADOPTED this **10** day of **May, 2010**, pursuant to a roll call vote as follows:

AYES: Trustees Edwards, Towner, Leclere, Hall and Prause

NAYS: None

ABSENT: Trustee Oberhauser


ABSTENTION: None

APPROVED by me this 10 day of May , 2010.



Michael J. Garvey, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and
published in pamphlet form this
11 day of May , 2010.



Clerk of the Village of Brookfield, Cook County, Illinois

**LICENSE AGREEMENT ALLOWING THE PLACEMENT OF
A PERMITTED RIGHT-OF-WAY ENCROACHMENT
IN THE CENTRALIZED COMMERCIAL DISTRICT**

THIS LICENSE AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the Village of Brookfield, Illinois (the "Village") and _____ (the "Licensee"),

WITNESSETH:

WHEREAS, Licensee owns or otherwise has an interest in the property located at _____, Brookfield, Illinois (hereinafter referred to as the "Property") which is located within the C-3 Centralized Commercial District as defined in Section 30-6.02 of the Code of Ordinances of the Village of Brookfield and the boundaries of which district are delineated of the Official Village of Brookfield Zoning Map.

WHEREAS, the Licensee desires to place a permitted right-of-way encroachment located adjacent to the Property as shown in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Village of Brookfield, pursuant to Section 24-4 of the Code of Ordinances of the Village of Brookfield may issue a license for the placement of certain permitted encroachments on the public sidewalk in the Centralized Commercial District, subject to the conditions contained therein and upon execution of this license agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of this agreement.
2. Village hereby grants unto the Licensee, its successors and assigns, an exclusive and revocable license for the benefit of the Property to use, in the manner hereinafter specified, that portion of public sidewalk adjacent to the Property and as shown in Exhibit A (hereinafter referred to as the "Encroachment Area").
3. The license herein granted shall be limited to the use by the Licensee of the Encroachment Area for the purpose of placing a sidewalk planter at that location.
4. Licensee accepts the Encroachment Area in its present condition for the purpose of placing the encroachment requested in the attached application therein.
5. This license is subject to any rights of third parties in the Encroachment Area and the Village makes no warranty regarding the Village's right to use the Encroachment Area except as regards the interest of the Village.

6. The Licensee assumes all liability and shall indemnify, defend and hold harmless the Village, its officials, employees, agents, and volunteers, for any injury or damage to persons or property, including, but not limited to, the Village's property, officials, employees, agents, and volunteers and the Licensee's property, employees and invitees, occasioned by or arising in connection with the sidewalk planter, the vegetation planted therein, the use or occupancy of the above-described Encroachment Area by the Licensee, or the existence or condition of the sidewalk planter in the Encroachment Area. The Licensee further agrees to indemnify, defend and hold harmless the Village and its officials, employees, agents, and volunteers against (i) any actions which may be brought against the Village, its officials, employees, agents, and volunteers, arising out of this license, the installation and use of the sidewalk planter, or any act or omission of the Licensee, its agents or assigns, or any independent contractor on the Licensee's behalf; and (ii) any claim or expenses incurred by the Village, its officials, employees, agents, and volunteers, in enforcing the terms and provisions of this license against the Licensee.

7. The Licensee shall comply with all ordinances of the Village with respect to the installation, maintenance, repair and use of the permitted encroachment.

8. The provisions and conditions of this Agreement are not assignable.

9. The Licensee shall maintain the permitted encroachment in good condition and repair, in accordance with all Village Codes and requirements. The Licensee shall maintain the Encroachment Area in a clean and sightly manner, free of obstructions and debris. Upon demand from the Village, Licensee shall immediately correct any defects or remove any debris from the Encroachment Area which, in the sole determination of the Village, presents an unsightly or unsafe condition.

10. The Licensee shall obtain and keep in full force and effect throughout the term of this agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the placement of the sidewalk planter on the public sidewalk. The insurance policy shall contain commercial general liability limits not be less than \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The insurance policy shall name the Village, its officials, employees, agents, and volunteers, as additional insureds. The insurance policy shall be written on an occurrence basis and not on a claims-made basis. The Licensee's insurance coverage shall be primary as respects the Village, its officials, employees, agents, and volunteers. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village. The insurance policy shall be issued by an insurer with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be excess of Licensee's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the insurance policy shall not affect coverage provided to the Village, its officials, employees, agents, and volunteers. The Licensee shall submit to the Village Manager, prior to the installation of the encroachment, a certificate of insurance, signed by a

person authorized by that insurer to bind coverage on its behalf, evidencing the required coverage. The Village reserves the right to request, and the Licensee shall provide to the Village, full certified copies of the insurance policy and its endorsements. An example of the insurance certificate is attached as Exhibit B.

12. This agreement may be terminated by either party on ten (10) days' written notice or by the expiration or revocation of the Right-of-Way Encroachment License. If this license agreement is terminated prior to the expiration or revocation of the right-of-way encroachment license, the encroachment license issued shall be immediately revoked by the Village. In the event of such termination and/or license revocation, the Licensee shall remove the encroachment from the Encroachment Area. In the event Licensee fails to effect such removal within five (5) days of the termination of this agreement, the Village shall have the right to enter upon the Encroachment Area and remove the encroachment. All costs of the removal of the encroachment as provided herein shall be borne by the Licensee and shall be paid to the Village within 30 days of the date of invoice.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and date hereinabove written.

Village:
VILLAGE OF BROOKFIELD

By: _____
Risk Manager

By: _____
Village Manager

ATTEST: _____
Village Clerk

Licensee:

Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____

EXHIBIT A
ROW Encroachment License Application, Plat of Survey, Photo/Drawing of
Encroachment, and Plant Material List (for Planters Only)