



# Village of Brookfield

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

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, February 27, 2012  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
  - A. Approval of Minutes: Village Board Meeting Monday, February 13, 2012; Committee of the Whole Meeting, Monday, February 13, 2012

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.

## VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce
Trustee Oberhauser	Conservation, Special Events
Trustee Edwards	Recreation, Plan Commission, Senior Liaison
Trustee Ketchmark	Administration, Public Safety, Zoning
Trustee Towner	Public Works, Finance <ul style="list-style-type: none"><li>o Corporate Warrant #991</li><li>o Recreation Warrant #268</li></ul>
Trustee Evans	Beautification, Library
President Garvey	Economic Development, Brookfield Zoo, WCMC

## VII. New Business

- A. **Ordinance 2012-18** – An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses
- B. **Ordinance 2012-19** – An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses
- C. **Ordinance 2012-20** – An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Create a Class S1 Liquor License
- D. **Resolution 2012-872** – A Resolution to Authorize the Execution of a Contract with Hispano Lawn Maintenance & Landscaping Co. to Provide Grounds Mowing Services for the Village of Brookfield, Illinois

## VIII. Managers Report

## IX. Executive Session - Litigation

## X. 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.

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY, FEBRUARY 13, 2012  
IN THE BROOKFIELD MUNICIPAL BUILDING**

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**MEMBERS PRESENT:** President Michael Garvey, Trustees Catherine Edwards, Ryan Evans, C.P. Hall, Kit P. Ketchmark, Brian Oberhauser and Michael Towner. Village Clerk Brigid Weber.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Clerk Theresa Coady

On Monday, February 13, 2012, Village President Michael Garvey called the Committee of the Whole meeting to order at 7:03 P.M.

**Discussion Items**

**Chamber Street Dance Liquor Request — Class 8 and S1**

The Brookfield Chamber of Commerce is planning to hold their Street Dance on Saturday, May 19<sup>th</sup> from 5:00 pm — 11:00 pm. The event will be held on Broadway, just east of the Fire Department. The Chamber will be selling cooked food and beer. They are requesting a liquor license to sell and consume beer in the public right-of-way on the street. The Board would have to approve not only a Class 8 liquor license but also a Class S1 for this to occur. (The Class 8 is for a Special Event and the Class 51 is for sale on the public-right-of-way.)

Staff will work very close with Chamber representatives on specific needs for the events. The Village will assist in blocking the street off as well as with public safety issues. Any tents used would have to be fire retardant and they would need inspections from the Planning and Code Department as well as the Health Department for the event. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for February 27, 2012.

**Class 8 Liquor Request - Czech American Congress Picnic**

Picnic permit reservations are coming in for upcoming events this summer. Once again, the Czechoslovak American Congress will host their annual picnic at Kiwanis Park on Sunday, July 29, 2012 from 8:30 am to 7:30 pm. They would like to sell beer as well as food and other ethnic items. This is the seventh year they are seeking this license. There have been no incidents in the past at these picnics. This is an annual event and is well attended.

Village attorney to create additional Class 8 license for Board approval at the Regular Village Board meeting scheduled for March 12, 2012.

**Amendment to Chapter 36; Vehicle Immobilization**

Staff recommends the language of the amendment draft be adopted. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for February 27, 2012.

**Mowing Contract Renewal**

The mowing contract with Hispano Landscaping has expired. Staff has been in contact with them and they have expressed their desire to renew for another three year period at the same pricing. The mowing contract was last bid in 2009 and Hispano was the lowest bidder out of the two bids submitted.

Additionally, they have included pricing to cut the two baseball fields at Kiwanis Park and the three fields at Ehlert Park. The fee for each occurrence per field would be \$63.00. This could be done on a weekly basis. This is an option the Village should seriously consider.

Our staff has been extremely satisfied with their service and they have even assisted in doing additional work at Kessman Gardens and the Circle for a minimum amount.

Staff recommends that the Board approve the proposed contract by Resolution. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for February 27, 2012.

**Comcast PEG Channel**

Staff presented update on process and conversion of current "Channel 6" to modern PEG channel production as well as cost of improvements. Staff and Board discussed both AT&T U-Verse and Comcast processes. Board action will be required in the future.

**ADJOURNMENT**

Motion by Trustee Towner, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of February 13, 2012 at 7:19 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

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**Brigid Weber  
Village Clerk  
Village of Brookfield**

/lls

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, FEBRUARY 13, 2012  
IN THE BROOKFIELD MUNICIPAL BUILDING

---

MEMBERS PRESENT: President Michael Garvey, Trustees Catherine Edwards, Ryan Evans, C.P. Hall, Kit P. Ketchmark, Brian Oberhauser and Michael Towner. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady

OTHERS PRESENT: None

On Monday, February 13, 2012, President Michael Garvey called the Village Board of Trustees meeting to order at 6:32 P.M. and led the Pledge of Allegiance to the Flag. Presentation of Colors by Girl Scout Troop 1022

APPOINTMENTS AND PRESENTATIONS

Proclamation — Girl Scouts of America 100 Year Anniversary 2012

PUBLIC COMMENT

OMNIBUS AGENDA

Ordinance 2012-07 — An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$410,000 General Obligation Alternate Revenue Source Bonds, Series 1998, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-08 — An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$345,000 General Obligation Alternate Revenue Source Bonds, Series 2000-A, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-09 — An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$1,245,000 General Obligation Alternate Revenue Source Bonds, Series 2004-A, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-10 - An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$334,000 General Obligation Alternate Revenue Source Bonds, Series 2004-B, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-11 — An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$3,085,000 General Obligation Alternate Revenue Source Bonds, Series 2006-A, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-12 - An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$4,485,000 General Obligation Alternate Revenue Source Bonds, Series 2006-B, of the Village of Brookfield, Cook County, Illinois

Ordinance 2012-13 - An Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$1,885,000 General Obligation Alternate Revenue Source Bonds, Series 2009, of the Village of Brookfield, Cook County, Illinois

Approval of Minutes: Village Board Meeting Monday, January 23, 2012; Committee of the Whole Meeting, Monday, January 23, 2012

Motion by Trustee Towner, seconded by Trustee Ketchmark, to approve the Omnibus Agenda of the February 13, 2012 Regular Village Board meeting as presented. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Chamber of Commerce – Trustee Hall

- ☉ Valentine Day Social
- ☉ Board scheduled to meet February 16 at the Library; After Hours scheduled for February 16 at Brixies; March meeting scheduled for March 8 at Sawas Old Warsaw.
- ☉ Farmers' Market meeting February 14

#### Conservation and Special Events – Trustee Oberhauser

- ⑨ Conservation Commission: Work day scheduled for February 18
- ⑨ Special Events: Groups for Summer Concerts being considered.

#### Recreation, Plan Commission and Seniors Liaison - Trustee Edwards

- ⑨ Recreation: Board meeting scheduled for February 21 at 7:00 P.M. to discuss Little League and Western Conference issues. Senior Social Valentine Party attended by over 100.
- ⑨ Plan Commission:
- ⑨ Senior Liaison:

#### Administration, Public Safety, Zoning – Trustee Ketchmark

- ⑨ Administration:
- ⑨ Public Safety: Meeting held January 24, 2012 with parking recommendations to come before the Board
- ⑨ Zoning: No pending cases.

#### Finance – Trustee Towner

- ⑨ Corporate Warrant No. 990, February 13, 2012 - \$1,247,461.26

Motion by Trustee Towner, seconded by Trustee Oberhauser, to approve Corporate Warrant No. 990 dated February 13, 2012, in the amount of \$1,247,461.26. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

- ⑨ Recreation Warrant No. 267, February 13, 2012 - \$11,245.86

Motion by Trustee Towner, seconded by Trustee Edwards, to approve Recreation Warrant Number 267, dated February 13, 2012, in the amount of \$11,245.86. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

#### Public Works -

- ⑨ No report.

#### Beautification and Library – Trustee Evans

- ⑨ Library:
- ⑨ Beautification Committee: Scheduled to meet February 21, 2012.

#### Economic Development, Zoo and WCMC - President Garvey

- ⑨ WCMC: Legislative Breakfast was well attended. Goal is to lobby for control of local revenue sources. Legislative Drive-Down scheduled for March 28, 2012. Water Rate Increase Task Force asking for funding.
- ⑨ Economic Development:
- ⑨ Zoo

#### NEW BUSINESS

##### Ordinance 2012-14- An Ordinance Amending Chapter 28 entitled "Water and Sewers" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Ordinance 2012-14- An Ordinance Amending Chapter 28 entitled "Water and Sewers" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

##### Ordinance 2012-15 — An Ordinance Designating Depositories in which may be kept Funds of the Village of Brookfield

Motion by Trustee Towner, seconded by Trustee Evans, to approve Ordinance 2012-15 — An Ordinance Designating Depositories in which may be kept Funds of the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Resolution 2012-867 — A Resolution Approving the Village President, the Village Manager, the Assistant Village Manager as Authorized Signatories to Establish Accounts with the Chicago Trust Company, N.A. and Hinsdale Bank and Trust Company for the Village of Brookfield, Cook County Illinois**

Motion by Trustee Towner, seconded by Trustee Ketchmark, to approve Resolution 2012-867 — A Resolution Approving the Village President, the Village Manager, the Assistant Village Manager as Authorized Signatories to Establish Accounts with the Chicago Trust Company, N.A. and Hinsdale Bank and Trust Company for the Village of Brookfield, Cook County Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Ordinance 2012-16 — An Ordinance Authorizing the Disposal of Surplus Property of the Village of Brookfield**

Motion by Trustee Edwards, seconded by Trustee Towner, to approve Ordinance 2012-16 — An Ordinance Authorizing the Disposal of Surplus Property of the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Ordinance 2012-17 — An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses**

Motion by Trustee Evans, seconded by Trustee Hall, to approve Ordinance 2012-17 — An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Resolution 2012-971 — A Resolution Authorizing the Execution of Change Order No.2 to Contract with Schaeffges Brothers, Inc. for the Ehlert Park Improvements of the Village of Brookfield, Illinois**

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Resolution 2012-971 — A Resolution Authorizing the Execution of Change Order No.2 to Contract with Schaeffges Brothers, Inc. for the Ehlert Park Improvements of the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**MANAGER'S REPORT**

- ☉ Drug Drop Off Box – located in lobby of Village Hall
- ☉ National League of Cities Program presentation at WCC regarding water and sewer line insurance for residents.

**ADJOURNMENT**

Motion by Trustee Towner, seconded by Trustee Evans to adjourn the Regular Village Board meeting of February 13, 2012 at 7:03 P.M.. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

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**Brigid Weber  
Village Clerk  
Village of Brookfield**

/lls

CHECK	VENDOR	AMOUNT
21712	22690 VILLAGE OF BROOKFIELD	332,010.22
68506	18336 REFUND - MISC	60.00
68507	19247 SEIU NAT'L INDUSTRY PENS FUND	1,440.71
68508	22905 VISA	1,037.53
68509	16350 PERLA'S MEXICAN RESTAURANT	280.00
68510	22180 VEHICLE TAG REFUND	16.00
68511	19091 SCHAEFEGES BROTHERS, INC.	335,477.40
68512	9037 IACE	50.00
68514	1020 A & M PARTS INC.	420.13
68515	1103 ACCURATE DOCUMENT DESTRUCTION	101.25
68516	1108 ACCURATE TANK TECHNOLOGIES	400.00
68517	1155 ADVANTAGE CHEVROLET	39.24
68518	1250 AIRGAS NORTH CENTRAL	147.86
68519	1325 AIS	1,966.97
68520	1340 ALLIANCE SYSTEMS GROUP	165.00
68521	1780 AT&T LONG DISTANCE	293.27
68522	1781 AT & T	5,173.55
68523	1814 AVALON PETROLEUM CO.	20,055.80
68524	2018 B&F TECHNICAL CODE SVC, INC	506.40
68525	2022 BACKFLOW SOLUTIONS, INC.	4,844.00
68526	2330 BLUDER'S TREE SERVICE INC.	102,400.00
68527	2340 BLUE CROSS BLUE SHIELD OF IL	119,548.05
68528	2720 BROOKFIELD TRUE VALUE HARDWAR	44.54
68529	3055 CALL ONE	672.27
68530	3102 CANON BUSINESS SOLUTIONS, INC	412.60
68531	3103 CANON FINANCIAL SERVICES INC.	1,802.76
68532	3130 CASE LOTS, INC	248.50
68533	3360 CINTAS FAS LOCKBOX 636525	44.46
68534	3427 CLIMATE SOLUTIONS INC.	1,200.00
68535	3475 COLLEGE OF DUPAGE	5.00
68536	3550 COMCAST	86.90
68537	3560 COMED	503.73
68538	3585 COMMUNICATIONS DIRECT INC.	244.25
68539	3718 COOK COUNTY DEPT PUBLIC HEALT	3,300.00
68540	4320 DELTA DENTAL - RISK	8,475.53
68541	4350 DENNIS HEATING & COOLING CO.	840.00
68542	4905 DYNAMEX, INC.	43.28
68543	5500 EXELON ENERGY COMPANY	14,624.73
68544	6572 FMP	329.42
68545	6578 FORD CREDIT MUNICIPAL FINANCE	30,302.18
68546	6760 FREEWAY FORD TRUCK SALES INC	39.87
68547	7156 GEAR WASH, LLC	111.88
68548	7160 GCG FINANCIAL	1,526.72
68549	7191 GE CAPITAL	632.53
68550	7276 RICCARDO GINEX	49.95
68551	7883 GROOT INDUSTRIES, INC.	769.78
68552	8080 HANCOCK ENGINEERING	318.00
68553	8120 HANSON AGGREGATES INC.	258.44
68554	8312 HEALY ASPHALT COMPANY, LLC	1,849.60
68555	8470 HITCHCOCK DESIGN GROUP	1,440.28

CHECK	VENDOR	AMOUNT
68556	9044 ICC	125.00
68557	9104 IPMA-HR	149.00
68558	9333 ILMO PRODUCTS CO.	74.00
68559	9933 IRMA	3,117.92
68560	10097 J.G. UNIFORMS, INC.	132.00
68561	10100 J&L ELECTRONIC SERVICE, INC.	3,666.11
68562	10207 JAMES DEAN MUFFLER & BRAKE	80.00
68563	11680 KENT KROSS	74.99
68564	11707 DAVID KUDLA	289.96
68565	12175 LA GRANGE PK ACE HARDWARE	116.99
68566	12280 PAUL LANZI	166.00
68567	12510 LEXISNEXIS RISK DATA MGT	100.00
68568	12760 LORMAN EDUCATOIN SERVICES	299.00
68569	13379 MEGAPATH	521.12
68570	13406 M.E. SIMPSON CO., INC.	1,765.00
68571	13840 MRUGGED MOBILE TECHNOLOGY	70.00
68572	14315 NATIONAL INSURANCE SERVICES	581.85
68573	14550 NEW WORLD SYSTEMS	1,408.67
68574	14800 NICOR	473.26
68575	14816 NORTHWESTERN UNIVERSITY	900.00
68576	16005 P&G KEENE ELECTRICAL REBUILDE	222.80
68577	16250 PAUL CONWAY SHIELDS	1,576.50
68578	16532 PITNEY BOWES	436.00
68579	16677 PRECISION CARTRIDGE	674.11
68580	16768 PROVISO MUNICIPAL LEAGUE	425.00
68581	16820 PUBLIC PERSONNEL INSTITUTE	400.00
68582	18103 RAY O'HERRON CO., INC.	330.00
68583	18125 RECCO TOOL & SUPPLY	2,730.00
68584	18644 RIVERSIDE MANUFACTURING CO.	315.26
68585	19080 SCAN AM COMPANY	440.00
68586	19630 STAPLES ADVANTAGE	339.55
68587	19748 STORINO, RAMELLO & DURKIN	20,016.22
68588	19805 SUBURBAN LABORATORIES, INC.	255.00
68589	20242 TESTING SERVICE CORPORATION	1,111.00
68590	20265 THIESSE PLUMBING	8,889.50
68591	20286 TIFCO INDUSTRIES	322.75
68592	21445 UNIFIRST CORPORATION	410.56
68593	22725 VILLAGE OF DOWNERS GROVE	1,329.81
68594	23395 EDWARD WEISSGERBER	526.17
68595	23418 WENTWORTH TIRE SERVICE	2,495.62
68596	23480 WEST CENTRAL MUNICIPAL CONF.	2,122.80
68597	23489 WEST COOK COUNTY SOLID WASTE	18,412.80
68598	26195 ZEE MEDICAL INC.	105.90
68599	26200 ZEP MANUFACTURING CO.	175.64

94 CHECKS PRINTED

\$1,074,784.44

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	3,294.08	01-01-5010		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	252.00	01-01-5110		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	10,826.13	01-10-5020		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	808.72	01-10-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	125.91	01-10-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	2,747.78	01-12-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,454.88	01-12-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	102.30	01-12-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	306.77	01-12-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	68.12	01-12-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,904.43	01-13-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	8,075.20	01-13-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,163.00	01-13-5030		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	8.55	01-13-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	823.58	01-13-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	151.02	01-13-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	7,208.73	01-19-5025		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	535.63	01-19-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	119.03	01-19-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	15,995.13	01-20-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	5,689.80	01-20-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	101,682.55	01-20-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	7,660.48	01-20-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	2,637.75	01-20-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	1,153.62	01-20-5190		22690	21712

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	4,005.02	01-25-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	84,867.39	01-25-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	6,039.86	01-25-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	1,235.80	01-25-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	1,055.32	01-25-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	3,458.78	01-30-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	29,948.00	01-30-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	82.50	01-30-5035		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,532.50	01-30-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	2,573.46	01-30-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	571.73	01-30-5190		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	403.74	01-40-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	89.71	01-40-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,934.81	61-61-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	14,369.28	61-61-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	383.16	61-61-5040		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	57.60	61-61-5040		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	1,230.12	61-61-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	255.64	61-61-5190		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	1,934.79	62-61-5020		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	940.64	62-61-5025		22690	21712
VILLAGE OF BROOKFIELD	FICA & MEDICARE-2/17/12	215.11	62-61-5110		22690	21712
VILLAGE OF BROOKFIELD	SUI-2/17/12	30.07	62-61-5190		22690	21712
REFUND - MISC	REFUND COMMUTER PERMIT NICHOLE GARRIGUES	60.00	01-32-4290		18336	68506
SEIU NAT'L INDUSTRY PENS FUND	MONTHLY DEPOSIT-JAN 2012	1,440.71	01-30-5080		19247	68507

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VISA	VISA PURCHASES	40.00	01-10-5550		22905	68508
VISA	VISA PURCHASES	60.00	01-13-5590		22905	68508
VISA	VISA PURCHASES	37.19	01-14-5580		22905	68508
VISA	VISA PURCHASES	1.05	01-20-5299		22905	68508
VISA	VISA PURCHASES	85.00	01-20-5550		22905	68508
VISA	VISA PURCHASES	195.00	01-20-5590		22905	68508
VISA	VISA PURCHASES	85.00	01-20-5820		22905	68508
VISA	VISA PURCHASES	455.29	01-20-5840		22905	68508
VISA	VISA PURCHASES	79.00	01-30-5690		22905	68508
PERLA'S MEXICAN RESTAURANT	FOOD FOR LETS WIN PROG	280.00	01-20-5560		16350	68509
VEHICLE TAG REFUND	S/B SENIOR RATE ON TAG DENISE HUGHES	16.00	01-36-4270		22180	68510
SCHAEFGES BROTHERS, INC.	JAYCEE/EHLERT PARK WEST PAYMENT #5	147,683.63	43-00-6350		19091	68511
SCHAEFGES BROTHERS, INC.	JAYCEE/EHLERT PARK WEST PAYMENT #4	187,793.77	43-00-6350		19091	68511
IACE	2012 MEMBERSHIP-CAROL BOTTARI & PAUL TRUDEAU	50.00	01-13-5590		9037	68512
A & M PARTS INC.	WIPER BLADES	44.10	01-34-5710	305136	1020	68514
A & M PARTS INC.	ELECT FUEL PUMP;SHOP WOR BRUSH SET;OIL FILTERS;ELECT FUEL PUMP KIT	118.09	01-34-5710	306588	1020	68514
A & M PARTS INC.	FUEL FILTERS	50.16	01-34-5710	307123	1020	68514
A & M PARTS INC.	BRAKE ROTOR & HUB ASSY SPINKLE LOCK NUT	191.06	01-34-5710	305265	1020	68514
A & M PARTS INC.	FUEL FILTERS	16.72	01-34-5710	307121	1020	68514
ACCURATE DOCUMENT DESTRUCTION	SHREDDING SVC	101.25	01-10-5560	814051	1103	68515
ACCURATE TANK TECHNOLOGIES	CP CORROSION TESTING	400.00	01-34-5450	19451	1108	68516
ADVANTAGE CHEVROLET	LINK	39.24	01-34-5710	273722	1155	68517

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
AIRGAS NORTH CENTRAL	WELDING GASES	147.86	01-34-5710	105280	1250	68518
AIS	MAINT KIT FOR IBM	547.62	01-14-6530	16994	1325	68519
AIS	IBM INFOPRINT USAGE KIT	457.35	01-14-6530	17004	1325	68519
AIS	POWER CTRL UNIT CRESTRON	962.00	01-14-6530	18840	1325	68519
ALLIANCE SYSTEMS GROUP	ANNUAL SECURITY SYSTEM I & TEST FOR WATER TOWER	165.00	01-31-5305	7980	1340	68520
AT&T LONG DISTANCE	LONG DIST SVC-853558135-	293.27	01-14-5580		1780	68521
AT & T	387-1350	57.54	01-14-5580		1781	68522
AT & T	485-6575	74.89	01-14-5580		1781	68522
AT & T	387-2561	121.49	01-14-5580		1781	68522
AT & T	387-2650	2,893.31	01-14-5580		1781	68522
AT & T	485-2266	41.38	01-14-5580		1781	68522
AT & T	485-8121	259.54	01-14-5580		1781	68522
AT & T	485-3277	40.49	01-14-5580		1781	68522
AT & T	E911-847-734-5955	1,206.64	01-14-5580		1781	68522
AT & T	485-6045	99.17	01-14-5580		1781	68522
AT & T	485-2499	60.70	01-14-5580		1781	68522
AT & T	485-0076	244.85	01-14-5580		1781	68522
AT & T	387-2733	73.55	01-14-5580		1781	68522
AVALON PETROLEUM CO.	DIESEL FUEL	6,577.40	01-34-5650	10800	1814	68523
AVALON PETROLEUM CO.	PREMIUM FUEL	13,478.40	01-34-5650	548255	1814	68523
B&F TECHNICAL CODE SVC, INC	JANUARY INSPECTIONS	506.40	01-13-5299	34430	2018	68524
BACKFLOW SOLUTIONS, INC.	CROSS CONNECTION CONTROL INSPECTIONS	4,844.00	61-62-5560	1544	2022	68525
BLUDER'S TREE SERVICE INC.	2012 BLOCK TREE TRIMMING	102,400.00	01-33-5475	2202	2330	68526
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	2,634.34	01-10-5150	051133	2340	68527

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	2,131.61	01-12-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	4,453.45	01-13-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	3,152.96	01-19-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	50,524.69	01-20-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	31,207.44	01-25-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	15,613.72	01-30-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	1,861.78	01-40-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	5,476.04	61-61-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	1,431.15	61-62-5150		2340	68527
BLUE CROSS BLUE SHIELD OF IL	INS PREMIUM-FEB 2012	1,060.87	62-61-5150		2340	68527
BROOKFIELD TRUE VALUE HARDWARE	7 SNOW BRUSHES	20.73	01-20-5690	84257	2720	68528
BROOKFIELD TRUE VALUE HARDWARE	MISC PURCHASES	23.81	01-30-5690		2720	68528
CALL ONE	LOCAL/LONG DIST SVC 1010-4340-0000	672.27	01-14-5500		3055	68529
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC5068	65.19	01-10-5540	653600	3102	68530
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC4580	273.94	01-20-5670	634210	3102	68530
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC3080	73.47	01-25-5540	653600	3102	68530
CANON FINANCIAL SERVICES INC.	CONTRACT CHARGES 001-0079019-004	360.56	01-10-5340	643613	3103	68531
CANON FINANCIAL SERVICES INC.	CONTRACT CHARGES	360.55	01-20-5340		3103	68531
CANON FINANCIAL SERVICES INC.	CONTRACT CHARGES	360.55	01-25-5350		3103	68531
CANON FINANCIAL SERVICES INC.	CONTRACT CHARGES	360.55	01-30-5350		3103	68531
CANON FINANCIAL SERVICES INC.	CONTRACT CHARGES	360.55	01-40-5350		3103	68531
CASE LOTS, INC	CLEANING SUPPLIES FOR FI DEPT	248.50	01-25-5510	38032	3130	68532
CINTAS FAS LOCKBOX 636525	SVC TO 1ST AID CABINET	44.46	01-30-5700	764190	3360	68533
CLIMATE SOLUTIONS INC.	HEAT ISSUES IN GUN RANGE	792.00	01-31-5305	3236	3427	68534

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
CLIMATE SOLUTIONS INC.	HEAT ISSUES AT VLG HALL	408.00	01-31-5305	3237	3427	68534
COLLEGE OF DUPAGE	TRANSCRIPTS FOR DANIEL P ROCHE	5.00	01-20-5299		3475	68535
COMCAST	XFINITY INTERNET 8771 20 167 0055098	86.90	01-14-5580		3550	68536
COMED	8501 BROOKFIELD 2083099069	291.61	01-36-5775		3560	68537
COMED	9001 SHIELDS LITE PARK 3543076047	186.10	01-36-5775		3560	68537
COMED	8652 SOUTHVIEW WATER MET 0683030051	26.02	01-36-5775		3560	68537
COMMUNICATIONS DIRECT INC.	REPL ROTATOR ASSM & GREE LENS	244.25	01-34-5450	97515	3585	68538
COOK COUNTY DEPT PUBLIC HEALTH	HEALTH INSPECTIONS-OCT-D	3,300.00	01-13-5299		3718	68539
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	13.30	01-10-5160	423302	4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	330.26	01-10-5160	423301	4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	131.54	01-12-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	269.64	01-13-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	169.19	01-19-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	3,289.52	01-20-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	114.35	01-20-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	2,204.12	01-25-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	1,053.70	01-30-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	34.73	01-30-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	100.78	01-40-5160		4320	68540
DELTA DENTAL - RISK	VISION INS-FEB 2012	261.02	02-00-2029		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	255.93	61-61-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	50.52	61-61-5160		4320	68540

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	114.03	61-62-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	81.23	62-61-5160		4320	68540
DELTA DENTAL - RISK	DENTAL INS-FEB 2012	1.67	62-61-5160		4320	68540
DENNIS HEATING & COOLING CO.	REPLACED FILTERS	205.00	01-25-5305	13944	4350	68541
DENNIS HEATING & COOLING CO.	REPLACED LEAKING ASSEMBL	635.00	01-25-5305	13943	4350	68541
DYNAMEX, INC.	MESSENGER SVC	43.28	01-10-5299	77709	4905	68542
EXELON ENERGY COMPANY	STREET LIGHTING	13,594.07	01-36-5775	200583	5500	68543
EXELON ENERGY COMPANY	STREET LIGHTING	1,030.66	01-36-5775	200583	5500	68543
FMP	BRAKE PADS	47.13	01-34-5710	410659	6572	68544
FMP	BRAKE PADS	47.13	01-34-5710	410090	6572	68544
FMP	CORE CREDITS	83.34CR	01-34-5710	407230	6572	68544
FMP	BRAKE PADS; SEMI-LOADED CALIPER	278.51	01-34-5710	404777	6572	68544
FMP	RELAY BYPASS KIT	39.99	01-34-5715	416519	6572	68544
FORD CREDIT MUNICIPAL FINANCE	LEASE PAYMENT ON POLICE VEHICLES	26,968.83	31-00-7381	105940	6578	68545
FORD CREDIT MUNICIPAL FINANCE	LEASE PAYMENT ON POLICE VEHICLES	3,333.35	31-00-7781		6578	68545
FREEWAY FORD TRUCK SALES INC	WIRE ASY	39.87	01-34-5710	402064	6760	68546
GEAR WASH, LLC	FIRE DEPT UNIFORM REPAIR	111.88	01-25-5765	7450	7156	68547
GCG FINANCIAL	INS ADM FEES-FEB 2012	33.96	01-10-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	10.88	01-12-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	68.93	01-13-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	40.06	01-19-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	656.54	01-20-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	394.02	01-25-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	199.91	01-30-5150		7160	68548

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
GCG FINANCIAL	INS ADM FEES-FEB 2012	24.31	01-40-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	66.65	61-61-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	18.14	61-62-5150		7160	68548
GCG FINANCIAL	INS ADM FEES-FEB 2012	13.32	62-61-5150		7160	68548
GE CAPITAL	RICOH COPIER-90136048886	632.53	01-10-5340		7191	68549
RICCARDO GINEX	INTERNET REIMBURSEMENT	49.95	01-14-5580		7276	68550
GROOT INDUSTRIES, INC.	DUMPING CHARGES	769.78	62-64-5480		7883	68551
HANCOCK ENGINEERING	DUNKIN DONUTS DEVELOPMEN	228.00	01-13-5299	120019	8080	68552
HANCOCK ENGINEERING	CONGRESS PARK TIF DISTRI	90.00	01-13-5299	120020	8080	68552
HANSON AGGREGATES INC.	BINDER	172.65	01-36-5730	526967	8120	68553
HANSON AGGREGATES INC.	BINDER	85.79	01-36-5730	526968	8120	68553
HEALY ASPHALT COMPANY, LLC	UPM	1,849.60	01-36-5735	31939	8312	68554
HITCHCOCK DESIGN GROUP	JAYCEE/EHLERT PARK WEST PHASE ONE-CPS	1,440.28	43-00-6350	14208	8470	68555
ICC	MEMBERSHIP DUES KEITH SBIRAL	125.00	01-13-5550		9044	68556
IPMA-HR	MEMBERSHIP DUES MICHELLE ROBBINS	149.00	01-10-5550		9104	68557
ILMO PRODUCTS CO.	DISPOSABLE,105L ST	74.00	01-20-5675	402062	9333	68558
IRMA	JAN 2012 DEDUCTIBLE	2.90	01-12-5520		9933	68559
IRMA	STORAGE TANK PROGRAM	3,115.02	01-34-5560	8254	9933	68559
J.G. UNIFORMS, INC.	VEST COVER-HAHN	132.00	01-20-5765	26761	10097	68560
J&L ELECTRONIC SERVICE, INC.	INSTALLATION FOR NEW PW BASE STATION, REMOTES & ANTENNA SYSTEM	3,666.11	01-30-5310	84970F	10100	68561
JAMES DEAN MUFFLER & BRAKE	WELD IN NEW RESPONDER	80.00	01-34-5710	10054	10207	68562
KENT KROSS	EQUIPMENT ALLOWANCE	74.99	01-20-5099		11680	68563
DAVID KUDLA	VISION CARE REIMBURSEMEN	289.96	01-20-5170		11707	68564

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
LA GRANGE PK ACE HARDWARE	BATTERIES	116.99	01-25-5690	40248	12175	68565
PAUL LANZI	VISION CARE REIMBURSEMEN	166.00	01-20-5170		12280	68566
LEXISNEXIS RISK DATA MGT	JAN 2012 MONTHLY FEE	100.00	01-20-5560		12510	68567
LORMAN EDUCATOIN SERVICES	SEMINAR-POLICE LIABILTY ILLINOIS-STEVE STELTER	299.00	01-20-5590		12760	68568
MEGAPATH	MONTHLY DSL LINE CHARGES	521.12	01-14-5500	477808	13379	68569
M.E. SIMPSON CO., INC.	WATER METER TESTING COLONY MOTEL	250.00	61-62-5390	22196	13406	68570
M.E. SIMPSON CO., INC.	WATER METER TESTING- VARIOUS LOCATIONS	1,515.00	61-62-5390	22179	13406	68570
MRUGGED MOBILE TECHNOLOGY	STYLUS PEN FOR CF	70.00	01-25-5620	13398	13840	68571
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	45.36	01-10-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	4.05	01-12-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	45.90	01-13-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	16.20	01-19-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	170.10	01-20-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	137.70	01-25-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	101.25	01-30-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	5.40	01-40-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	40.10	61-61-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	6.75	61-62-5140		14315	68572
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-FEB 20	9.04	62-61-5140		14315	68572
NEW WORLD SYSTEMS	TRAVEL EXPENSES FOR NEW COMPUTER SYSTEM STAFF	560.00	01-14-5299	17756	14550	68573
NEW WORLD SYSTEMS	TRAVEL EXPENSES FOR NEW COMPUTER SYSTEM STAFF	280.00	01-14-5299	17559	14550	68573
NEW WORLD SYSTEMS	TRAVEL EXPENSES FOR NEW COMPUTER SYSTEM STAFF	568.67	01-14-5299	17599	14550	68573

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
NICOR	SVC @ 3840 MAPLE 83071800003	217.55	01-31-5770		14800	68574
NICOR	SVC @ 4523 EBERLY 96099700005	167.63	01-31-5770		14800	68574
NICOR	SVC @ 4301 ELM 82999700006	88.08	01-31-5770		14800	68574
NORTHWESTERN UNIVERSITY	CLASS-SUPERVISION OF POL PERSONNEL-NICK HAHN	900.00	01-20-5590	28454	14816	68575
P&G KEENE ELECTRICAL REBUILDER	NEW 6G ALT LARGE CASE 13	222.80	01-34-5710	177033	16005	68576
PAUL CONWAY SHIELDS	FIREFIGHTING GLOVES	801.20	01-25-5765	300402	16250	68577
PAUL CONWAY SHIELDS	FIREFIGHTING GLOVES	775.30	01-25-5765	300843	16250	68577
PITNEY BOWES	METER RENTAL-9498214	436.00	01-10-5340		16532	68578
PRECISION CARTRIDGE	AMMUNITION	674.11	01-20-5605	470	16677	68579
PROVISO MUNICIPAL LEAGUE	2012-13 MEMBERSHIP DUES	425.00	01-01-5490		16768	68580
PUBLIC PERSONNEL INSTITUTE	ENTRY LEVEL EXAM FOR DAV FOSKUS	400.00	01-03-5299	4364	16820	68581
RAY O'HERRON CO., INC.	SWEATER; JACKET	262.00	01-20-5765	48351	18103	68582
RAY O'HERRON CO., INC.	SWEATER	68.00	01-20-5765	49221	18103	68582
RECCO TOOL & SUPPLY	HOLLOW CYLINDER SET W/PU	2,730.00	01-34-5715	64510	18125	68583
RIVERSIDE MANUFACTURING CO.	PD UNIFORMS-SHIRTS	103.26	01-20-5765		18644	68584
RIVERSIDE MANUFACTURING CO.	PD UNIFORMS-TROUSERS	212.00	01-20-5765		18644	68584
SCAN AM COMPANY	SVC CALL TO POLICE PHONE RING DOWN AT FIRE STATION	440.00	01-25-5310	43410	19080	68585
STAPLES ADVANTAGE	ADM OFFICE SUPPLIES	85.74	01-10-5670	316902	19630	68586
STAPLES ADVANTAGE	RECEIPT PAPER	69.72	01-12-5670	316935	19630	68586
STAPLES ADVANTAGE	MISC SUPPLIES	57.29	01-12-5670	316935	19630	68586
STAPLES ADVANTAGE	PD OFFICE SUPPLIES	126.80	01-20-5670	316902	19630	68586
STORINO, RAMELLO & DURKIN	BROOKFIELD BOWL	2,634.90	01-11-5250	57493	19748	68587

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
STORINO, RAMELLO & DURKIN	ORD VIOLATION PROSECUTIO	968.15	01-11-5250	57191	19748	68587
STORINO, RAMELLO & DURKIN	JOAN PRICE-1ST ADM REVIE	526.50	01-11-5250	57370	19748	68587
STORINO, RAMELLO & DURKIN	JOAN PRICE-2ND ADM REVIE	655.15	01-11-5250	57371	19748	68587
STORINO, RAMELLO & DURKIN	3504 WOODSIDE	85.00	01-11-5250	57369	19748	68587
STORINO, RAMELLO & DURKIN	9316 WASHINGTON	476.00	01-11-5250	57368	19748	68587
STORINO, RAMELLO & DURKIN	KING'S POINT/VOB VS VCNA PRAIRIE INC	524.44	01-11-5260	57492	19748	68587
STORINO, RAMELLO & DURKIN	INTERNAL INVESTIGATION	9,124.56	01-11-5270	57357	19748	68587
STORINO, RAMELLO & DURKIN	GENERAL LEGAL MATTERS	2,102.65	01-11-5270	57488	19748	68587
STORINO, RAMELLO & DURKIN	ORDINANCES	992.23	01-11-5270	57484	19748	68587
STORINO, RAMELLO & DURKIN	COW MEETINGS	510.00	01-11-5270	57483	19748	68587
STORINO, RAMELLO & DURKIN	BOARD MEETINGS	1,084.44	01-11-5270	57489	19748	68587
STORINO, RAMELLO & DURKIN	RESOLUTIONS	119.00	01-11-5270	57490	19748	68587
STORINO, RAMELLO & DURKIN	CONGRESS PARK TIF DISTRI	213.20	15-00-5270	57494	19748	68587
SUBURBAN LABORATORIES, INC.	COLIFORM TEST	255.00	61-62-5390	15618	19805	68588
TESTING SERVICE CORPORATION	JAYCEE/EHLERT PARK WEST PROJECT	1,111.00	43-00-6350	86514	20242	68589
THIESSE PLUMBING	INSTALL 2 NEW WEIL SUBME VOLT MOTORS W/ASSC PIPING AS NEEDED	8,889.50	01-31-5305	32375	20265	68590
TIFCO INDUSTRIES	QWIK-LOK EXT CORD;NYLON CABLE TIES;ALLOY SOCKET CAP SCREWS	322.75	01-34-5710	707435	20286	68591
UNIFIRST CORPORATION	DPW UNIFORMS	146.46	01-30-5515	774609	21445	68592
UNIFIRST CORPORATION	MATS	56.30	01-30-5515	665712	21445	68592
UNIFIRST CORPORATION	MATS	61.34	01-30-5515	665713	21445	68592
UNIFIRST CORPORATION	DPW UNIFORMS	146.46	01-30-5515	772664	21445	68592
VILLAGE OF DOWNERS GROVE	MED INS PREMIUMS-R. GINE	1,329.81	01-10-5150	71917	22725	68593

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	MARCH 2012					
EDWARD WEISSGERBER	LEATHER ALLOWANCE	362.17	01-20-5099		23395	68594
EDWARD WEISSGERBER	VISION CARE REIMBURSEMEN	164.00	01-20-5170		23395	68594
WENTWORTH TIRE SERVICE	TIRES	1,889.94	01-34-5710	411062	23418	68595
WENTWORTH TIRE SERVICE	TIRES	301.84	01-34-5710	411070	23418	68595
WENTWORTH TIRE SERVICE	TIRES	303.84	01-34-5710	411171	23418	68595
WEST CENTRAL MUNICIPAL CONF.	LEGISLATIVE BREAKFAST	225.00	01-01-5810	7257	23480	68596
WEST CENTRAL MUNICIPAL CONF.	CHICAGO WATER TASK FORCE ASSES	1,897.80	61-61-5599	7221	23480	68596
WEST COOK COUNTY SOLID WASTE	DISP/ADM FEES-JAN 2012	18,412.80	62-64-5480	2903	23489	68597
ZEE MEDICAL INC.	SVC TO 1ST AID CABINET I VLG HALL	69.90	01-10-5280	557175	26195	68598
ZEE MEDICAL INC.	SVC AT REC DEPT	36.00	01-40-5280	557174	26195	68598
ZEP MANUFACTURING CO.	ZEP 30	175.64	01-25-5510	304781	26200	68599
	TOTAL EXPENDITURES	1,074,784.44	1-00-1001			

VILLAGE OF BROOKFIELD  
RUN - 2/23/12

A/P CHECK REGISTER  
WARRANT 268      2-27-12

PAGE 1  
-GL0130-

CHECK	VENDOR	AMOUNT
21712	22690 VILLAGE OF BROOKFIELD	5,372.35
43709	22905 VISA	504.00
43710	18340 REFUND - PICNIC DEPOSIT	60.00
43712	12220 LAKESHORE LEARNING MATERIALS	148.35
43713	12455 ANN LENARTSON	163.20
43714	23390 WEDNESDAY JOURNAL	120.00

6 CHECKS PRINTED

\$6,367.90

RECREATION WARRANT DISBURSEMENTS REGISTER  
 WARRANT NUMBER 268

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	2,356.46	01-40-5025		22690	21712
VILLAGE OF BROOKFIELD	P/R DATED 2/17/12	3,015.89	01-40-5035		22690	21712
VISA	VISA PURCHASES	245.00	01-06-5810		22905	43709
VISA	VISA PURCHASES	259.00	01-40-5550		22905	43709
REFUND - PICNIC DEPOSIT	REFUND-PICNIC DEPOSIT AARON SEMENSKI SCHOLARSHIP	60.00	01-40-4293		18340	43710
LAKESHORE LEARNING MATERIALS	20 CLEAR VIEW BINS	148.35	01-41-5690	439567	12220	43712
ANN LENARTSON	DANCE PROGRAM	163.20	01-48-5450		12455	43713
WEDNESDAY JOURNAL	AD FOR SUMMER CAMPS	120.00	01-40-5410		23390	43714
	TOTAL EXPENDITURES	<u>6,367.90</u>	1-00-1021			

**ORDINANCE NO. 2012 - 18**

**AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>TH</sup> DAY OF FEBRUARY 2012**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 27<sup>th</sup> day of February 2012

**ORDINANCE NO. 2012 - 18**

**AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

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

**WHEREAS**, Section 03-32 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

**WHEREAS**, Section 03-34, as amended by Ordinance 2012-17, of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed one (1);

**WHEREAS**, the available Class 8 liquor licenses have been issued to other events within the Village by certain not-for-profit organizations;

**WHEREAS**, there is an application submitted by the Czechoslovak American Congress for its annual picnic to be held on Sunday, July 29, 2012, from 8:30 a.m. to 7:30 p.m. at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license;

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

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

**Section 1. Recitals.**

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

**Section 2: Increase in Class 8 Licenses.**

Section 03-34 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses which may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed nine (9).
- (2) The total number of Class 2 licenses shall not exceed thirteen (13).
- (3) The total number of Class 2A licenses shall not exceed one (1).
- (4) The total number of Class 2B licenses shall not exceed two (2).
- (5) The total number of Class 3 licenses shall not exceed seven (7).
- (6) The total number of Class 4 licenses shall not exceed five (5).
- (7) The total number of Class 5 licenses shall not exceed five (5).
- (8) The total number of Class 5A licenses shall not exceed one (1).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed two (2).
- (13) The total number of Class 9 licenses shall not exceed one (1).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed two (2).
- (16) The total number of Class 11A licenses shall not exceed one (1).
- (17) The total number of Class 12 licenses shall not exceed two (2).
- (18) The total number of Class S licenses shall not exceed ten (10).
- (19) The total number of Class S1 licenses shall not exceed one (1).
- (20) The total number of Class B licenses shall not exceed one (1).

**Section 3. Effective Date.**

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

**ADOPTED** this 27<sup>th</sup> day of February 2012, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 27<sup>th</sup> day of February 2012.

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

ATTESTED and filed in my office  
 and published in pamphlet form  
 this 27<sup>th</sup> day of February 2012.

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

**ORDINANCE NO. 2012 - 19**

**AN ORDINANCE AMENDING CHAPTER 3 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>TH</sup> DAY OF FEBRUARY 2012**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 27<sup>th</sup> day of February 2012

ORDINANCE NO. 2012 - 19

**AN ORDINANCE AMENDING CHAPTER 3 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

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

**WHEREAS**, Section 03-32 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

**WHEREAS**, Section 03-34, as amended by Ordinance No. 2012-18, of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed two (2);

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

**WHEREAS**, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Brookfield Chamber of Commerce for its Street Dance to be held Saturday, May 19, 2012, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois;

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

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

**Section 1. Recitals.**

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

**Section 2. Creation of a Class S Liquor License.**

Section 03-34 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses which may be issued for each class shall be as follows

- (1) The total number of Class 1 licenses shall not exceed nine (9).
- (2) The total number of Class 2 licenses shall not exceed thirteen (13).
- (3) The total number of Class 2A licenses shall not exceed one (1).
- (4) The total number of Class 2B licenses shall not exceed two (2).
- (5) The total number of Class 3 licenses shall not exceed seven (7).
- (6) The total number of Class 4 licenses shall not exceed five (5).
- (7) The total number of Class 5 licenses shall not exceed five (5).
- (8) The total number of Class 5A licenses shall not exceed one (1).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed three (3).
- (13) The total number of Class 9 licenses shall not exceed one (1).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed two (2).
- (16) The total number of Class 11A licenses shall not exceed one (1).
- (17) The total number of Class 12 licenses shall not exceed two (2).
- (18) The total number of Class S licenses shall not exceed ten (10).
- (19) The total number of Class S1 licenses shall not exceed one (1).
- (20) The total number of Class B licenses shall not exceed one (1).

**Section 3. Effective Date.**

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

**ADOPTED** this 25<sup>th</sup> day of April 2011 pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 25<sup>th</sup> day of April 2011.

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

ATTESTED and filed in my office  
and published in pamphlet form  
this 25<sup>th</sup> day of April 2011.

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

**ORDINANCE NO. 2012 - 20**

**AN ORDINANCE AMENDING CHAPTER 3 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO CREATE A CLASS S1 LIQUOR LICENSE**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>TH</sup> DAY OF FEBRUARY 2012**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 27<sup>th</sup> day of February 2012

ORDINANCE NO. 2012 - 20

**AN ORDINANCE AMENDING CHAPTER 3 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO CREATE A CLASS S1 LIQUOR LICENSE**

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

**WHEREAS**, Section 03-32 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S1 liquor license, which is a subsidiary license, for the retail sale of alcoholic liquor in locations external to the premises located on the public right-of-way immediately adjacent to and abutting the licensed premises;

**WHEREAS**, the previously issued Class S1 liquor license created by Ordinance 2011-56 amending Section 03-34 of the Village of Brookfield Code of Ordinances is now terminated pursuant to Section 03-35 of the Village of Brookfield Code of Ordinances;

**WHEREAS**, there is an application submitted by the Brookfield Chamber of Commerce, Brookfield, Illinois, to serve alcoholic liquor at its Street Dance to be held on Saturday, May 19, 2012, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois, a public right-of-way, currently pending for the issuance of a Class S1 liquor license; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create one (1) Class S1 liquor license to accommodate the currently pending license application;

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

**Section 1. Recitals.**

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

**Section 2. Creation of a Class S1 License.**

Section 03-34 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses which may be issued for each class shall be as follows

- (1) The total number of Class 1 licenses shall not exceed nine (9).
- (2) The total number of Class 2 licenses shall not exceed thirteen (13).
- (3) The total number of Class 2A licenses shall not exceed one (1).
- (4) The total number of Class 2B licenses shall not exceed two (2).
- (5) The total number of Class 3 licenses shall not exceed seven (7).
- (6) The total number of Class 4 licenses shall not exceed five (5).
- (7) The total number of Class 5 licenses shall not exceed five (5).
- (8) The total number of Class 5A licenses shall not exceed one (1).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed three (3).
- (13) The total number of Class 9 licenses shall not exceed one (1).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed two (2).

(16) The total number of Class 11A licenses shall not exceed one (1).

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

(18) The total number of Class S licenses shall not exceed ten (10).

(19) The total number of Class S1 licenses shall not exceed one (1).

(20) The total number of Class B licenses shall not exceed one (1).

**Section 3. Effective Date.**

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

**ADOPTED** this 27<sup>th</sup> day of February 2012 pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 27<sup>th</sup> day of February 2012.

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

ATTESTED and filed in my office  
and published in pamphlet form  
this 27<sup>th</sup> day of February 2012.

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

RESOLUTION NO. R - 2012 - 872

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH  
HISPANO LAWN MAINTENANCE & LANDSCAPING CO. TO PROVIDE  
GROUNDS MOWING SERVICES FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 27<sup>TH</sup> DAY OF FEBRUARY 2012

RESOLUTION NO. R-2012 - 872

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH  
HISPANO LAWN MAINTENANCE & LANDSCAPING CO. TO PROVIDE  
GROUNDS MOWING SERVICES FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Brookfield (the "Village") has a satisfactory relationship with Hispano Lawn Maintenance & Landscaping Co. and has negotiated a satisfactory agreement for the mowing of Village grounds; and

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals for grounds mowing services; and

**WHEREAS**, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Grounds Mowing Contract by and between the Village and Hispano Lawn Maintenance & Landscaping Co. to supply grounds mowing services to the Village;

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

**Section 1:** The facts and statements contained in the 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 a Grounds Mowing Contract by and between the Village and Hispano Lawn Maintenance & Landscaping Co. to supply grounds

mowing services to the Village, a copy of which Grounds Mowing Contract is attached hereto marked as Exhibit "A."

**Section 3:** The Village President be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Grounds Mowing Contract by and between the Village and Hispano Lawn Maintenance & Landscaping Co. to supply grounds mowing services to the Village.

**Section 4:** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 27<sup>th</sup> day of February 2012 pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 27<sup>th</sup> day of February 2012.

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

ATTESTED and filed in my office,  
this 27<sup>th</sup> day of February 2012.

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

**Exhibit "A"**

**Grounds Mowing Contract by and between  
Hispano Lawn Maintenance & Landscaping Co. and the Village of Brookfield**

**VILLAGE OF BROOKFIELD**

**COOK COUNTY, ILLINOIS**

**VILLAGE GROUNDS MOWING CONTRACT - 2012**

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**DEPARTMENT OF PUBLIC WORKS AND SERVICES  
VILLAGE OF BROOKFIELD  
4545 EBERLY AVENUE  
BROOKFIELD, ILLINOIS 60513  
708/485-7344**

**VILLAGE OF BROOKFIELD**

**VILLAGE GROUNDS MOWING CONTRACT - 2012**

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# VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

## VILLAGE GROUNDS MOWING CONTRACT

This Contract made this 27<sup>th</sup> day of February 2012 between the Village of Brookfield, Illinois, an Illinois municipal corporation, (the "Village"), and Hispano Lawn Maintenance & Landscaping Company, an Illinois corporation, (the "Contractor"), for village grounds mowing services for the Village of Brookfield, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

### ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**1.1 Contract.** The written agreement between the Village and the Contractor (including the Special Provisions) setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof and the basis of payment.

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

**1.3 Director of Public Works and Services.** The Village of Brookfield Director of Public Works and Services, acting as the authorized representative of the Village of Brookfield Village Manager.

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

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

**1.6 Materials.** Any substances specified for use in the performing the Work.

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

**1.8 Village Manager.** The Village of Brookfield, Illinois, Village Manager.

**1.9 Work.** Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

### ARTICLE 2. THE WORK

**2.1 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 terms of the Contract. The Contractor shall perform all Work and such additional, extra, and incidental Work 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.

2.2 **The Work.** For and in consideration of the payments to be made by the Village to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract (including the General Conditions and the Special Provisions) and with any Change Orders executed by the Village and the Contractor after execution of this Contract.

**VILLAGE OWNED GROUNDS UNDER ROUTINE MOWING**

**TWO MAJOR PARKS**

1. Kiwanis Park: Brookfield Avenue to Parkview Avenue, Arden west to Salt Creek. (Not including fenced in baseball diamonds) From Parkview to Washington, Oak Savannah outside perimeter only, which is a 20 foot easement, to be cut.
2. J. C. Ehlert Park: Elm Avenue to Sunnyside, Gerritsen to Shields. (Again, not including fenced in ball diamonds and also not including Fire Station Properties and 4430 Sunnyside residential property). Vernon West & East Fields: Sunnyside to Prairie, Congress Park to Shields, excluding residential properties on 4300 blocks of Sunnyside & Prairie.

**MEDIANS**

3. Congress Park Medians: Eberly Avenue to Raymond
4. Lincoln Medians: Kemman to Madison
5. Monroe Medians: Park to Prairie
6. Hollywood Section Islands: North and south of Burlington tracks

**SMALL TOT LOTS:**

7. Candy Cane Park: Between 28th and 29th, west of Park Ave. to residential lots at west end of tennis courts.
8. Harrison Tot Lot: Between 3243 and 3227 Harrison.
9. Madlin Tot Lot: Between 3500 Madison and 3500 Raymond south ends of block and north to alley.
10. Creekside Tot Lot: 3800 Grove: North end of 3800 Grove to Creek, from tracks to 3815 Grove.
11. Maple North Tot Lot: 3800 block of Maple, west side of street from Southview to 3816 Maple, not including tree nursery area.
12. Maple South Tot Lot: 3900 Maple, east side of street from alley to 3921 Maple.
13. Madison Tot Lot: 4000 block of Madison, south end west side of street, from Ogden alley to 4015 Madison.

\* \* \* \* **SCOPE OF ROUTINE WORK** \* \* \* \*

(Weekly) (Starting April 16th)  
(Bimonthly) (Starting July 23<sup>rd</sup>)

1. Mow grass (mulch clippings)
2. Pick up any paper or debris
3. Sweep and clean all sidewalks of mowing debris.
4. Remove any excess clumps of grass and or clippings
5. During leaf drop season, leaves are to be picked up and removed.
6. Around all trees, poles, benches or any areas that grow excessive grass that cannot be cut with a mower, the area will need to be weed-whacked or grasses removed around these obstacles. No chemical can be used around live materials or planted items such as trees, shrubs, flowers, etc.

\* \* \* \* **HOURLY RATE** \* \* \* \*

Various special grounds services requested by Village Manager's Office.

\* \* \* \* MOWING \* \* \* \*

MOWING VILLAGE PROPERTIES

<u>Item No.</u>	<u>Description</u>
1.	Kiwanis Park
2.	J. C. Ehlert Park
3.	Vernon West/East
4.	Congress Park. Medians
5.	Lincoln Medians
6.	Monroe Medians
7.	Candy Cane
8.	Harrison Tot Lot
9.	Madlin Park
10.	Creekside Tot Lot
11.	Maple North Tot Lot
12.	Maple South Tot Lot
13.	Madison Tot Lot
14.	Veterans Triangle
15.	Dept. of Public Works (includes behind salt shed)
16.	Veterans Memorial Circle and kidney areas
17.	Easement behind 3400 block Prairie Washington to Monroe
18.	Ogden and Custer
19.	31 <sup>st</sup> and Grand Blvd (South East Corner)
20.	3800 Arden (South Kiwanis Parkway Area)
21.	31 <sup>st</sup> Bridge on Forest (North East Parkway Area)
22.	Woodside and First Avenue (Alley Area Parkway)

**\*\*Burlington Northern right-of-way properties, from DuBois Avenue to the west of the \*\*Hollywood train stop. Areas mowed are north and south of the railroad tracks.**

**\*\*These right-of-way areas should be included in the seasonal 23 mowings.**

**2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work.** The Village reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the Village Manager and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the Village Manager will be rejected.

### **ARTICLE 3. CONTRACT TERM AND RENEWAL**

**3.1** This Contract is effective when it is executed by both the Village and the Contractor and continues in effect for one (1) year from the effective date. The term of this Contract may, at the option of the Village, be renewed for two (2) additional one-year periods provided that the Village appropriates an amount in subsequent years sufficient to pay the amounts due under this Contract.

### **ARTICLE 4. CONTRACT REQUIREMENTS**

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

**4.1.1** shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

**4.1.2** conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

**4.1.3** shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

**4.1.4** shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

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

**4.2.1 Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is 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.

**4.2.2 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.

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

**4.2.3.1 Publishing a statement:**

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

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

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

**4.2.3.1.3.1** abide by the terms of the statement; and

**4.2.3.1.3.2** 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;

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

**4.2.3.2.1** the dangers of drug abuse in the workplace;

**4.2.3.2.2** the Contractor's policy of maintaining a drug-free workplace;

**4.2.3.2.3** any available drug counseling, rehabilitation, and employee assistance program; and

**4.2.3.2.4** the penalties that may be imposed upon employees for drug violations;

**4.2.3.3** Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**4.2.3.4** Notifying the Village within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

**4.2.3.5** 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;

**4.2.3.6** 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;

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

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

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

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

**4.2.6.1** 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

**4.2.6.2** if the Contractor's stock is traded on a nationally recognized securities market, 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.

**4.2.7 Gift Ban.**

**4.2.7.1** The Contractor shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of the Code of Brookfield Illinois; and

**4.2.7.2** The Contractor shall certify that the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Brookfield Illinois.

**4.2.8 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**ARTICLE 5. CONTROL OF WORK**

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

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

The Contract does not require the Village 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 that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the Village.

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

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

**5.2 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 remedied and corrected in an acceptable manner by and at the expense of the Contractor.

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

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

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

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

**5.4 Authority and Duties of the Director of Public Works and Services.** The Director of Public Works and Services is authorized to inspect all Work done 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 Director of Public Works and Services is not authorized to alter or waive the provisions of the Contract. The Director of Public Services is not authorized to issue instructions contrary to the terms of the Contract or to act as foreman for the Contractor. The Director of Public Works and Services has the authority to reject defective Work or material and to suspend any Work being improperly performed.

**5.6 Inspection of Work.** All materials and each part or detail of the Work shall be subject at all times to inspection by the Village Manager and the Director of Public Works and Services. The Village Manager and the Superintendent of Public Works and Water shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

## **ARTICLE 6. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

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

**6.2 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).

**6.3 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.

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

**6.5 Foreign Corporation.** The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign (non-Illinois) corporation or limited liability company, the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

**6.6 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.

**6.7 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 General Conditions and Special Provisions; 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.

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

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

**6.8.2** 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.

**6.8.3** in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex,

marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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

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

**6.8.6** permit access to all relevant books, records, accounts and Work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

**6.8.7** include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of 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.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, 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.

**6.9 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 he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$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.

**6.10 Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

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

patentee or owner is not made as required herein, the Contractor 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.

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

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

**6.13 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 Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

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

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, 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 bid prices of the Contract, and no additional compensation will be allowed.

**6.14 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 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.

**6.15 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.

**6.15.1 Worker's Compensation and Employer's Liability.**

**6.15.1.1** 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.

**6.15.1.2 Employer's Liability.**

- 6.15.1.2.1** Each Accident \$1,000,000
- 6.15.1.2.2** Disease-policy limit \$1,000,000
- 6.15.1.2.3** Disease-each employee \$1,000,000

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

- 6.15.2.1** General Aggregate Limit \$2,000,000
- 6.15.2.2** Products-Completed Operations Aggregate Limit \$2,000,000
- 6.15.2.3** Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

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

Bodily Injury & Property Damage Liability - Each Occurrence Limit \$1,000,000

**6.15.4 Environmental Impairment/Pollution Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**6.15.5** 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.

**6.15.6** 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.

**6.15.7** 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.

**6.15.8** 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.

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

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

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

**6.16.3** Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**6.16.4** Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

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

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

**6.18.1 General Liability and Automobile Liability Coverages.**

**6.18.1.1** The Village, its officials, agents, employees and volunteers are to be covered 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, employees and volunteers.

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

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

**6.18.1.4** 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.

**6.18.1.5** 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, employees and volunteers as additional insureds.

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

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

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

**6.20 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.

**6.21 Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

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

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

**6.23 Contractor's Responsibility for Work.** All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

**6.24 Personal Liability of Public Officials.** In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters that they act as agents and representatives of the Village. By entering into this Contract with the Village, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall 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.

**6.25 No Waiver of Legal Rights.** The Village shall not be precluded or stopped by final acceptance or final payment, or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any payment in accordance therewith, from recovering from the Contractor 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.

## ARTICLE 7. PROSECUTION AND PROGRESS

**7.1 Subletting of Contract.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be exclusive between Village and Contractor. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Village may refuse to accept any substitute Contractor for any reason.

**7.2 Prosecution of the Work.** Time is of the essence in this Contract and in the performance of the Contractor's work. The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Works and Services. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

**7.3 Overtime Work.** Except in connection with the safety or protection of persons or property, all Work shall be performed during regular working hours. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Director of Public Works and Services' written consent given after prior written notice.

**7.4 Labor, Methods, and Equipment.** The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed

again in any portion of the Work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Village Manager may suspend the Work by written notice until such orders are complied with.

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

**7.5 Suspension of Work.** The Village Manager shall have authority to suspend the Work in whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not comply with the Contract or orders of the Village Manager. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the Village Manager. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier.

**7.6 Default on Contract.** If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the Contract, the Village Manager shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the Village in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the Village Manager will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be 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 Section 7.7.

**7.7 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 of the Work has been approved by the Village Manager and accepted by the Village according to the Contract, and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

**7.8 Termination for Public Convenience.** The Village may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

## **ARTICLE 8. PAYMENT**

**8.1 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.

**8.2 Scope of Payment.** Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. 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 Contract. Any payment made 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 Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Village Manager shall be the sole judge of such defective Work, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

### **8.3 Payments to the Contractor.**

**8.3.1** The Contractor shall submit to the Village Manager monthly an invoice, in writing, itemizing the work performed, the location and date the work was completed, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

**8.3.2.** The Village shall pay the Contractor for the performance of the work on a unit cost basis for the number of mowings performed, according to the following schedule:

**Parks & Medians**

<b>Item No.</b>	<b>Description</b>	<b>Quantity (Annual Mowings)</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	Kiwanis Park	23	\$150.00	\$ 3,450.00
2.	J. C. Ehlert Park	23	\$550.00	\$12,650.00
3.	Vernon West/East	23	\$ 90.00	\$ 2,070.00
4.	Congress Park Medians	23	\$ 90.00	\$ 2,070.00
5.	Lincoln Medians	23	\$ 90.00	\$ 2,070.00
6.	Monroe Medians	23	\$100.00	\$ 2,300.00
7.	Candy Cane	23	\$ 45.00	\$ 1,035.00
8.	Harrison Tot Lot	23	\$ 30.00	\$ 690.00
9.	Madlin Park	23	\$ 35.00	\$ 805.00
10.	Creekside Tot Lot	23	\$ 30.00	\$ 690.00
11.	Maple North Tot Lot	23	\$ 30.00	\$ 690.00
12.	Maple South Tot Lot	23	\$ 30.00	\$ 690.00
13.	Madison Tot Lot	23	\$ 30.00	\$ 690.00
14.	Veterans Triangle	23	\$ 30.00	\$ 690.00
15.	Department of Public Works (includes behind salt shed)	23	\$ 35.40	\$ 814.20
16.	Veterans Memorial Circle and kidney areas	23	\$ 35.40	\$ 814.20
17.	Easement behind 3400 block Prairie Washington to Monroe	23	\$ 50.00	\$ 1,150.00
18.	Ogden and Custer	23	\$ 30.00	\$ 690.00
19.	31 <sup>st</sup> and Grand Blvd (South East Corner)	23	\$ 25.00	\$ 575.00
20.	3800 Arden (South Kiwanis Parkway Area)	23	\$ 40.00	\$ 920.00
21.	31 <sup>st</sup> Bridge on Forest (North East Parkway Area)	23	\$200.00	\$ 4,600.00
22.	Woodside and First Avenue (Alley Area Parkway)	23	<u>\$ 40.00</u>	<u>\$ 920.00</u>
Total Unit Cost for All Parks & Medians			\$1,785.80	
				x 23 annual mowings
<b>Annual Contract Sum for Parks &amp; Medians</b>				<b>\$ 41,073.40</b>

**Railroad Right-of-Way**

<b>Item No.</b>	<b>Description</b>	<b>Quantity (Annual Mowings)</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	Burlington Northern right-of-way from Du Bois Avenue to west of the Hollywood train stop (North and South of the railroad tracks)	23	<u>\$200.00</u>	<u>\$4,600.00</u>
Total Unit Cost for All Railroad Right-of-Way			\$ 200.00	
			x 23 annual mowings	
<b>Annual Contract Sum for Railroad Right-of-Way</b>				<b><u>\$4,600.00</u></b>
<b>TOTAL ANNUAL CONTRACT SUM</b>				<b>\$45,673.40</b>

**8.4 Payment approval.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**ARTICLE 9. GENERAL PROVISIONS**

**9.1 Governing Law.** All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

**9.2 Severability of Clauses.** The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

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

**9.4 Written Notice.** 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, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to Village:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60153-1688  
Attn: Mr. Riccardo F. Ginex, Village Manager

B. If to Contractor:

Hispano Lawn Maintenance & Landscaping Company  
412 South Raynor Avenue  
Joliet, Illinois 60436  
Attn: Miguel Gonzalez, President

Either party may change its mailing address or other contact information 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.

**9.5 Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any closeout of the Work or termination of the Contract.

**9.6 Successors and Assigns.** The Village and the Contractor each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

**9.7 Independent Contractor.** The Contractor is an independent contractor and in providing its services under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

**9.8 Permits and Fees.** The Contractor is not responsible for any permits or fees which might be assessed upon the Village by federal, state or local government. When the Village authorizes or directs in writing the acquisition of such permits or payment of such fees, the Village will reimburse the Contractor the amount paid for all such permits and fees.

**9.10 Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of three (3) years after payment. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

**9.11 Confidentiality.** The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the Village, the Contractor and the public, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by the Village and communications in connection with filings with governmental bodies having jurisdiction over the Work.

**9.12 Cooperation with Village's Consultants.** The Contractor shall cooperate with any consultant retained by the Village, but the Contractor shall not be contractually responsible for such consultants.

**9.13 Entire Contract.** This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor.

**9.14 Contractor Record Retention.** The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to 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.

This Contract is executed that day and year first written above.

VILLAGE:  
Village of Brookfield, Illinois

CONTRACTOR:  
Hispano Lawn Maintenance & Landscaping Company

By: \_\_\_\_\_  
Michael J. Garvey, Village President

By: \_\_\_\_\_  
Miguel Gonzalez, President

Attest:

Attest:

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

By: \_\_\_\_\_  
Maria A. Gonzalez, Secretary

## EXHIBIT A

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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 B**

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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 C

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**

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
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 "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products/completed operations hazard."

CG 20 37 07 04

8 ISO Properties, Inc., 2004

**EXHIBIT D (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.IDATE (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 G _____	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		<b>EXCESS UMBRELLA LIABILITY</b>  G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date		EACH OCCURRENCE \$ AGGREGATE \$
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	WC STATUTORY LIMITS OTHER 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.				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 E

### 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.

## **SPECIAL PROVISIONS**

### **SECTION 1.01 GENERAL**

The following Special Provisions supplement the terms of the Contract. The intent of the Contract is that the Special Provisions are complementary to the Contract and what is required by either document shall be as binding as if required by all of the documents. Performance by the Contractor shall be required to the extent consistent with the Contract documents and reasonable inferable therefrom as being necessary to product the intended results. In the case of conflict with any part or parts of said Contract, these Special Provisions shall take precedence and shall govern.

### **SECTION 1.02 DESCRIPTION OF WORK**

The Contractor shall furnish all labor, tools, materials equipment and supervision necessary for the performance of all operations incidental to the initial cleanup and mowing, mowing and trimming to keep the designated improved areas and roadsides of the Village in a neat and orderly appearance. The locations, frequency and performance of the work will be in accordance with the detailed specifications as set forth in the Contract.

### **SECTION 1.03 GENERAL INSTRUCTIONS**

- a. All debris which will interfere with cutting operations (such as wire, bottles, rock, tin cans, sticks, paper and litter) shall be cleared from the area prior to beginning operations for the initial mow and all subsequent mowings. Accumulated trash and debris will be removed, hauled away from the property, and properly disposed of in a licensed landfill.
- b. The cutting edges of all mowing equipment used in performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted.
- c. Mowers shall be of a type which causes clippings to be mulched and distributed evenly over the cut area. Any accumulation of grass clippings and other cut vegetation shall be hauled off the property.
- d. Policing: After trimming and mowing, grass clippings and other litter or debris shall be swept of sidewalks and other paved areas.
- e. The Contractor shall notify the Department of Public Works and Services upon the start of each mowing and will also notify the Department of Public Works and Services after completion of each mowing. The Contractor must remain on the job until completion of each mowing or until the end of the day's working hours.
- f. Care must be taken when mowing and trimming around trees so the bark is not damaged.

### **SECTION 1.04: GRASS CUTTING AND TRIMMING, IMPROVED GROUNDS AREA**

- a. Performance: Grassed areas shall be mowed to a height of not less than two inches above the surface of the soil and not more than three inches above the soils surface. Grass adjacent to buildings, utilities, trees or fences, uncut by larger mowers, shall be cut by smaller mowers.

This does not constitute trimming.

- b. Trimming: Each time the grass of an area is mowed, all grass shall be trimmed even with the edges of all curbs, sidewalks and driveways. Grass, brush, weeds and other vegetation growing beside walls, guy wires, poles, shrubs, trees, foundations, garbage can pads, fire hydrants or any object within the designated areas shall be cut to a height consistent with the adjoining turf areas.

#### **SECTION 1.05: PERIODIC INSPECTION**

The Contractor shall provide the Director of Public Works and Services with a schedule listing the weekday the Work at each site will be completed. If the Work cannot be completed on the scheduled day due to inclement weather, the Director of Public Works and Services will be notified; and the Work will be completed within the next 24 hours. The Director of Public Works and Services or his representative will periodically inspect the Work.

#### **SECTION 1.06 TIME OF COMPLETION**

All construction activities or alteration operations within the village shall be performed only between the hours of 7:00 AM and 7:00 PM. Variations from these limitations shall be allowed in the case of maintenance or operations of safety and traffic control devices such as barricade, signs and lighting or the construction of an emergency nature. The Contractor shall commence work not earlier than the third Monday of April nor later than the third Friday of November unless otherwise directed by the Director of Public Works and Services.

#### **SECTION 1.07 HOURLY LABOR**

During the contract period, the Contractor may be required to provide manual labor to clean sidewalks, move material or to provide assistance as needed for special occasions. The rate provided by the Contractor for hourly work shall remain as bid regardless of when the work is performed. No additional consideration other than the bid rate will be provided for hourly work performed before or after normal hours, on Saturday, Sunday or during any holiday.

The Contractor will be provided with service requests forms for all hourly work. The service request forms must be completed and submitted for payment of the services rendered.

#### **SECTION 1:08 SAFETY**

The Contractor shall be responsible for maintaining traffic control as needed. Public safety is of prime importance. Guards shall be in use and present on all mowing equipment to prevent debris from being projected from blades. Mowing equipment shall never be left unattended.

The Contractor shall keep a daily record with respect to all injuries or incidents of damage occurring in, or near to the site of the work or as a result of the Contractor's activities. Such information shall be supplied to the Village within twenty-four (24) hours after the day of occurrence.

The Contractor shall provide on the premises articles, materials and equipment necessary for giving first aid. It shall also provide standing arrangements for the immediate removal and hospital treatment of any employee who may be injured or who may become ill on the job.

#### **SECTION 1.09 CREW SIZE**

The Contractor shall provide a minimum of two (2) persons per crew for all routine Work, one (1) of which shall be conversant in English. For some hourly activities, as specified by the Director of Public Works and Services may consent to a single English-speaking person performing certain activities.

The Contractor shall provide a minimum of ½-ton pickup truck per crew.

**SECTION 1.10 RESPONSE TIME**

The Contractor shall provide a crew for hourly work within 24 hours after being requested by the Director of Public Works and Services or his representative. If requested, the crew shall work on Saturdays, Sundays or holidays.

**SECTION 1.11 REMOVAL OF DEBRIS**

All debris generated by mowing or grounds maintenance operations shall be removed from the site and from the Village within two hours after debris has been collected, unless authorized by the Director of Public Works and Services or his representative. No debris is to remain in the street, parkway or on the sidewalk overnight. Payment for removal and disposal of debris is to be included in the unit price.

**SECTION 1.12 DAMAGE OF PROPERTY**

Any damage to Village or private property as a result of the Contractor’s operation shall be immediately repaired by the Contractor. Should the repair of the damaged area not be instituted promptly or satisfactorily, in the opinion of the Director of Public Works and Services, the Village reserves the right to make the necessary repairs and deduct the costs of repair from any monies due the Contractor.

**SECTION 1.13 REPORTING**

A daily log shall be kept by the Contractor with one copy for the Village. The Village may require additional reports as deemed necessary by the Village. The mowing records will be submitted to the Director of Public Works and Services upon completion of the Work in the format approved by the Director of Public Works and Services.

**SECTION 1.14 PUBLIC RELATIONS**

The Contractor shall maintain at all times good public relations with all members of the public.

**SECTION 1.15 EQUIPMENT**

Under no circumstances shall any motorized vehicles be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract.

**SECTION 1.16 PARKING**

No off-street parking for equipment shall be provided for by the Village on any of the Village’s public properties, except as may be designated by the Director of Public Works and Services.

\* \* \*                    **END**                    \* \* \*

## 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, Illinois, in entering into the contract with the Contractor. The Village of Brookfield, Illinois, 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, Miguel Gonzalez, hereby certify that I am the President of Hispano Lawn Maintenance & Landscaping Company (the "Contractor") and as such, hereby represent and warrant to the Village of Brookfield, Illinois, 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, Illinois, that:

- (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)c.ii. 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 bid 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 Chapter 2, Article XIX of the Code of Ordinances 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 Chapter 2, Article XIX of the Code of Ordinances of Brookfield, Illinois.
- (J) 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.

If any certification made by the Contractor changes, the Contractor shall notify the Village of Brookfield, Illinois in writing within seven (7) days.

Dated: \_\_\_\_\_, 2012 Contractor: Hispano Lawn Maintenance & Landscaping Company

By: \_\_\_\_\_  
Miguel Gonzalez, President

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Miguel Gonzalez, known to me to be the President of Hispano Lawn Maintenance & Landscaping Company, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public



# Village of Brookfield

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

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, February 27, 2012**

**7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

**AGENDA**

- A. Discussion – St. Barbara School Class 8 Liquor License Request**
- B. Discussion – Police Department FOIA Officers**
- C. Discussion- Public Safety Recommendations**
- D. Addresses from the Audience – Any member of the audience who wishes to address the President and Village Board may do so at this time**
- E. 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.



## COMMITTEE ITEM MEMO

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**ITEM:** Class 8 Liquor License Request

**COMMITTEE DATE:** February 27, 2012

**PREPARED BY:** Theresa M. Coady *tc*

**PURPOSE:** Seeking Board Approval for Class 8 Liquor License for :  
St. Barbara School Events at the Parish Center  
4009 Prairie Ave.

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

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St. Barbara School is requesting liquor licenses for the follow two events:

<b>Casino Nights</b>	<b>Friday, April 20<sup>th</sup> 5:00 pm to Sunday April 22<sup>nd</sup> 1:00 am</b>
<b>Night at the Races</b>	<b>Saturday, May 5<sup>th</sup> at 5:00 pm to Sunday May 6<sup>th</sup></b>

This would be two of the 12 permitted licenses for this organization.

**ATTACHMENTS:**

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Letter of request.

**STAFF RECOMMENDATION:**

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Staff recommends the Village Board approve a Class 8 Liquor License to be issued for both events.

**REQUESTED COURSE OF ACTION:**

---

The Village Attorney create two additional Class 8 Liquor Licenses for Board approval at the March 13, 2012 Village Board meeting.



8900 Windemere Ave. • Brookfield, IL 60513  
[www.stbarbaraschool.com](http://www.stbarbaraschool.com) • (708) 485-0806

February 7, 2012

Village Manager  
Brookfield, Illinois

To Whom It May Concern:

Please issue liquor licenses to St. Barbara Parish School for the following events to be held at our Parish Center, 4009 Prairie Avenue, Brookfield, IL:

Friday, April 20, 2012 at 5:00 p.m. – Sunday, April 22, 2012 at 1:00 a.m.  
**Casino Nights**

Saturday, May 5, 2012 at 5:00 p.m. – Sunday, May 6, 2012 at 1:00 a.m.  
**Night at the Races**

Thank you for your assistance in this matter.

Sincerely,

Janet Erazmus  
Principal



## COMMITTEE ITEM MEMO

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**ITEM:** POLICE DEPARTMENT FOIA OFFICERS  
**COMMITTEE DATE:** February 27, 2012  
**PREPARED BY:** Riccardo F. Ginex, Village Manager   
**PURPOSE:** Appoint the two Police Department Lieutenants as FOIA officers for the department  
**BUDGET AMOUNT:** N/A

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**BACKGROUND:**

If you recall, in December of 2009, the Village had to appoint a FOIA officer to satisfy the new Public Act 96-542. At the time, there was some discussion about appointing members of the Police Department to serve as officers. Over the last few years, the amount of FOIA's sent to the Police Department has increased to the point that there is a direct need for new FOIA officers. The attached ordinance designates Lt's Episcopo and Petrak as the FOIA officers of the Police Department.

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**ATTACHMENTS:**

1. Draft Resolution

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**STAFF RECOMMENDATION:**

A resolution is passed and approved.

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**REQUESTED COURSE OF ACTION:**

The Board approves the resolution at the March 12<sup>th</sup> Board meeting.

**RESOLUTION NO. R- 2012 -**

**A RESOLUTION DESIGNATING FREEDOM OF INFORMATION OFFICERS IN THE  
VILLAGE OF BROOKFIELD**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF MARCH 2012**

**RESOLUTION NO. R – 2012-**

**A RESOLUTION DESIGNATING FREEDOM OF INFORMATION OFFICERS IN THE  
VILLAGE OF BROOKFIELD**

**WHEREAS**, Public Act 96-542, which amended the Freedom of Information Act (5 ILCS 140/1 *et seq.*), provides that each public body shall designate one or more officials or employees to act as Freedom of Information Act Officer(s) charged with receiving requests under the Freedom of Information Act, ensuring that the public body is responding in a timely fashion, and issuing responses under the Freedom of Information Act; and

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield designate one or more officials or employees to act as Freedom of Information Act Officer(s);

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

**Section 1.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield designate James Episcopo and Edward Petrak to act as a Freedom of Information Act Officer(s).

**Section 3:** The Freedom of Information Officer(s) shall successfully complete a training curriculum with the Public Access Counselor which has been established by the Office of the Illinois Attorney General by July 1, 2010. The Freedom of Information Officer(s) shall annually thereafter complete a training curriculum with the Public Access Counselor.

**Section 4:** The Village Manager be and is hereby directed to post at the village administrative offices and on the village's website, make available for inspection and copying and send through the mail if requested, the name of the Freedom of Information Officer(s).

**Section 5:** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 12<sup>th</sup> day of March 2012, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me the 12<sup>th</sup> day of March 2012.

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

ATTESTED and filed in my office,  
this 12<sup>th</sup> day of March 2012.

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



## COMMITTEE ITEM MEMO

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**ITEM:** PUBLIC SAFETY RECOMMENDATIONS  
**COMMITTEE DATE:** February 27, 2012  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R.F. Ginex*  
**PURPOSE:** Discuss two recommendations they would like to implement  
**BUDGET AMOUNT:** N/A

### BACKGROUND:

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At their January 24<sup>th</sup> meeting, the committee discussed and came forward with two recommendations.

First, they would like to install Stop Signs on all five southbound streets that intersect Southview in the Hollywood subdivision. The signs would be installed at Woodside, Hollywood, Rosemead, McCormick, and Arden.

Second, they would like to install a "No Parking from here to Curb" sign on both sides of Elm, 15 feet south of 31<sup>st</sup> Street. This would allow vehicles turning onto Elm more clearance. Our public safety vehicles in the Fire Department are having a difficult time making those turns.

Regarding the Stop Signs in Hollywood, staff does not believe they may be warranted. There will be a specific cost tied to installation and manufacturing of the signage. Additionally, if the signage is placed on the southbound streets, it may encourage faster speeds on Southview. Staff agrees with the signage on Elm.

### ATTACHMENTS:

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1. Two Public Safety Letters

### STAFF RECOMMENDATION:

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Only the signage on Elm is implemented.

### REQUESTED COURSE OF ACTION:

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The Board approves the change by amending our ordinance at the March 12<sup>th</sup> Board meeting.

February 19, 2012

Mr. Riccardo Ginex  
Village Manager, Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, IL 60513

Dear Mr. Ginex,

Over the past year the Public Safety Committee has been locating and recommending the placement of stop signs for three-way ("T") and four-way intersections that had no traffic control.

On January 24, 2012 the Public Safety Committee voted to recommend the placement of five new stop signs.

Currently there are no stop signs at five different "T" intersections in South Hollywood at Southview. Four of the intersections currently have a stop sign stripe on the road, but no stop sign. This can cause confusion for drivers.

Stop signs are recommended for southbound traffic at:

- Woodside at Southview
- Hollywood at Southview
- Rosemead at Southview
- McCormick at Southview
- Arden at Southview

Eastbound and westbound traffic on Southview would continue to have no stop sign.

Sincerely,

Roy Lehto  
Public Safety Committee Chairperson