



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
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 MEETING AGENDA

**Monday, January 23, 2011
6:30 P.M.**

**Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

- I. **OPENING CEREMONIES:** Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
- IV. **PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA**
- V. **OMNIBUS AGENDA**
 - A. **Approval of Minutes:** Village Board Meeting Monday, January 9, 2012; Committee of the Whole Meeting, Monday, January 9, 2012 ; Appropriation Hearing Minutes, January 9, 2012.
- 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
	o Corporate Warrant #989
	o Recreation Warrant #266
Trustee Evans	Beautification, Library
President Garvey	Economic Development, Brookfield Zoo, WCMC

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

VII. New Business

- A. Ordinance 2012-03** - An Ordinance Amending Section 02-29 of Chapter 2 Entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, Providing for the Emergency Powers of the President
- B. Ordinance 2012-06** – An Ordinance Authorizing the Disposal of Surplus Property of the Village of Brookfield
- C. Resolution 2012-868** – A Resolution to enter into an Engineering Agreement with Edwin Hancock Engineering Company for Professional Services for the 2012 Water Main Improvement Project
- D. Resolution 2012-869** – A Resolution for Preliminary Engineering Services Agreement for Motor Fuel Tax Funds
- E. Resolution 2012-870** – Resolution for Improvement by Municipality Under the Illinois Highway Code

VIII. Managers Report

IX. Executive Session – Land Acquisition and 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.

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A PUBLIC HEARING
2012 APPROPRIATION ORDINANCE

HELD ON MONDAY, JANUARY 9, 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 and Village Attorney Richard Ramello

OTHERS PRESENT: None

On Monday, January 9, 2012, President Michael Garvey called the Truth In Taxation Public Hearing to order at 6:16 P.M.

Presentation of 2012 Appropriation Ordinance – Doug Coopoer

Questions from the Village Board

Questions from the Public

ADJOURNMENT

Motion by Trustee Towner, seconded by Trustee Edwards to adjourn the Truth In Taxation Public Hearing of January 9, 2012 at 6:19 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

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, JANUARY 09, 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, January 09, 2012, President Michael Garvey called the Village Board of Trustees meeting to order at 6:35 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Eagle Scout Certificate of Achievement – Zack Harry

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday December 12, 2011 and Committee of the Whole Meeting, Monday, December 12, 2011.

Motion by Trustee Towner, seconded by Trustee Evans, to approve the Omnibus Agenda of the January 09, 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

- ☉ Installation of Officers Dinner, January 19th at the Discovery Center at Brookfield Zoo.
- ☉ No after-hours meeting.
- ☉ Board Meeting at the Brookfield Public Library

Conservation and Special Events – Trustee Oberhauser

- ☉ Conservation Commission: Work day scheduled for January 21, 2012 at Kiwanis Park
- ☉ Special Events: Movie – January 20, 2012

Recreation, Plan Commission and Seniors Liaison - Trustee Edwards

- ☉ Recreation: Board: Meeting scheduled for January 16, 2012
- ☉ Plan Commission:
- ☉ Senior Liaison:

Administration, Public Safety, Zoning – Trustee Ketchmark

- ☉ Administration:
- ☉ Public Safety: Meeting scheduled for January 24, 2012
- ☉ Zoning: No pending cases.

Finance – Trustee Towner

- ☉ Corporate Warrant No. 987, December 26, 2011 - \$826,719.28

Motion by Trustee Towner, seconded by Trustee Oberhauser, to approve Corporate Warrant No. 987 dated January 09, 2012, in the amount of \$826,719.28. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

☉ **Corporate Warrant No. 988, January 9, 2012 - \$1,627,466.34**

Motion by Trustee Towner, seconded by Trustee Oberhauser, to approve Corporate Warrant No. 988 dated January 09, 2012, in the amount of \$1,627,466.34. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

☉ **Recreation Warrant No. 264, December 26, 2011 - \$8,124.71**

Motion by Trustee Towner, seconded by Trustee Edwards, to approve Recreation Warrant Number 264, dated December 26, 2011, in the amount of \$8,124.71. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

☉ **Recreation Warrant No. 265, January 9, 2012 - \$6,453.52**

Motion by Trustee Towner, seconded by Trustee Edwards, to approve Recreation Warrant Number 265, dated January 9, 2012, in the amount of \$6,453.52. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

Public Works -

☉ Snow removal – not much needed.

Beautification and Library – Trustee Evans

- ☉ Library: No meeting to report
- ☉ Beautification Committee: Scheduled to meet Friday, January 13, 2012 to participate in Strategic Planning.

Economic Development, Zoo and WCMC - President Garvey

- ☉ WCMC: First meeting of 2012 scheduled for January 17, 2012 – Full Board
- ☉ Legislative Breakfast scheduled for February 4, 2012
- ☉ Economic Development:
- ☉ Zoo

NEW BUSINESS

Ordinance 2012.01 - An Ordinance Appropriating for all Corporate Purposes for the Village of Brookfield, Cook County, Illinois for the Fiscal Year beginning January 1, 2012 and ending December 31, 2012

Motion by Trustee Oberhauser, seconded by Trustee Towner, to approve Ordinance 2012.01— An Ordinance Appropriating for all Corporate Purposes for the Village of Brookfield, Cook County, Illinois for the Fiscal Year beginning January 1, 2012 and ending December 31, 2012. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

Ordinance 2012-02 - An Ordinance Amending Section 02-14 of Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, providing for Emergency Interim Executive Succession

Motion by Trustee Tower, seconded by Trustee Hall, to approve Ordinance 2012-02 — An Ordinance Amending Section 02-14 of Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, providing for Emergency Interim Executive Succession. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

Ordinance 2012-03 - An Ordinance Amending Section 02-29 of Chapter 2 Entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, Providing for the Emergency Powers of the President

Motion by Trustee Towner, seconded by Trustee Hall, to approve Ordinance 2012-03 -An Ordinance Amending Section 02-29 of Chapter 2 Entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, Providing for the Emergency Powers of the President with correction to Paragraph C9 to be renumbered to read C12 and spelling correction to C8.

No vote taken.

Motion by Trustee Towner, seconded by Trustee Ketchmark, to **table** vote on Ordinance 2012-03 - An Ordinance Amending Section 02-29 of Chapter 2 Entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, Providing for the Emergency Powers of the President until ordinance is redrafted per discussion of items to be eliminated, corrected and/or renumbered.

Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for January 23, 2012.

Ordinance 2012-04 - An Ordinance Adopting a Personnel Manual for the Village of Brookfield

Motion by Trustee Towner, seconded by Trustee Oberhauser, to approve Ordinance 2012-04 An Ordinance Adopting a Personnel Manual for 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 2012-05 An Ordinance Authorizing the Acceptance of a Proposal from All Information Services, Inc., for the Purchase and Procurement of Computer Hardware and Installation, Maintenance and Support Services for the Village of Brookfield, Illinois

Motion by Trustee Hall, seconded by Trustee Towner, to approve Ordinance 2012-05 An Ordinance Authorizing the Acceptance of a Proposal from All Information Services, Inc., for the Purchase and Procurement of Computer Hardware and Installation, Maintenance and Support Services for 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

⊗ Four or five Administrative Tow arrests to date.

TEMPORARY RECESS

Motion by Trustee Towner, seconded by Trustee Edwards, to adjourn the Regular Village of Brookfield Board of Trustees meeting of January 09, 2012 at 7:32 P.M. to conduct a Committee of the Whole Meeting. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Towner, seconded by Trustee Oberhauser to reconvene the Regular Village Board meeting of January 09, 2012 at 7:34 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None

EXECUTIVE SESSION

Motion by Trustee Towner, seconded by Trustee Edwards, to adjourn the Regular Village of Brookfield Board of Trustees meeting of January 09, 2012 at 7:35 P.M. to conduct an Executive Session. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Towner, seconded by Trustee Evans to reconvene the Regular Village Board meeting of January 09, 2012 at 9:00 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

ADJOURNMENT

Motion by Trustee Towner, seconded by Trustee Evans to adjourn the Regular Village Board meeting of January 09, 2012 at 9:01 P.M.. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY, JANUARY 9, 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 Clerk Theresa Coady

OTHERS PRESENT: None

On Monday, January 9, 2012, Village President Michael Garvey called the Committee of the Whole meeting to order at 7:16 P.M.

Discussion Items

Surplus Personal Property for Auction - Vehicles

Item to be on agenda for approval vote at the Regular Village Board of Trustees meeting scheduled for January 23, 2011.

ADJOURNMENT

Motion by Trustee Towner, seconded by Trustee Edwards, to adjourn the Committee of the Whole meeting of January 9, 2012 at 7:34 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

Brigid Weber
Village Clerk
Village of Brookfield

/lls

CHECK	VENDOR	AMOUNT
01612	22690 VILLAGE OF BROOKFIELD	366,956.62
11512	6420 FIRST NAT'L BANK OF BROOKFIEL	140,159.82
68294	19239 SECRETARY OF STATE	125.00
68295	22905 VISA	4,706.81
68296	19247 SEIU NAT'L INDUSTRY PENS FUND	1,355.19
68297	12135 LA GRANGE FIRE DEPT	30.00
68298	23300 WATER PRO RATES	102.15
68299	23300 WATER PRO RATES	35.85
68300	23300 WATER PRO RATES	1.43
68301	23300 WATER PRO RATES	10.05
68302	23300 WATER PRO RATES	10.05
68303	23300 WATER PRO RATES	14.25
68304	23300 WATER PRO RATES	11.11
68305	16763 PROVISO MUNICIPAL LEAGUE	25.00
68308	1020 A & M PARTS INC.	188.52
68309	1103 ACCURATE DOCUMENT DESTRUCTION	67.80
68310	1155 ADVANTAGE CHEVROLET	105.07
68311	1250 AIRGAS NORTH CENTRAL	638.76
68312	1280 ALEXANDER EQUIP CO., INC.	450.95
68313	1325 AIS	29,937.50
68314	1340 ALLIANCE SYSTEMS, INC.	336.00
68315	1550 AMERICAN WATER WORKS ASSOC	77.00
68316	1623 ARBOR DAY FOUNDATION	15.00
68317	1690 ARTHUR P. O'HARA, INC.	250.00
68318	1730 ASCAP	320.00
68319	1781 AT & T	8,857.98
68320	2018 B&F TECHNICAL CODE SVC, INC	367.20
68321	2520 MICHAEL BRETZ	30.00
68322	2720 BROOKFIELD TRUE VALUE HARDWAR	553.67
68323	3102 CANON BUSINESS SOLUTIONS, INC	54.30
68324	3113 CAROL CARSTENS-MARKOV	150.00
68325	3130 CASE LOTS, INC	341.65
68326	3153 CDS OFFICE TECHNOLOGIES	5,012.00
68327	3270 CHEMSEARCH	1,038.37
68328	3280 CHICAGO INTL TRUCKS, LLC	56.50
68329	3427 CLIMATE SOLUTIONS INC.	575.00
68330	3550 COMCAST	86.90
68331	3560 COMED	313.87
68332	3795 CRITICAL REACH, INC.	265.00
68333	4063 DANIELS ELECTRONICS LTD	59,153.27
68334	4905 DYNAMEX, INC.	29.30
68335	6572 FMP	212.32
68336	6652 FOSTER'S TRUCK REPAIR	30.00
68337	6760 FREEWAY FORD TRUCK SALES INC	72.59
68338	6805 FULLER'S CAR WASH	40.00
68339	7273 NICOLE GILHOOLEY	413.76
68340	7276 RICCARDO GINEX	49.95
68341	7460 GMF CONTRACTORS	25.16
68342	7883 GROOT INDUSTRIES, INC.	171,788.16
68343	8120 HANSON AGGREGATES INC.	298.65

CHECK	VENDOR	AMOUNT
68344	8485 HL LANDSCAPE	12,834.80
68345	9030 IACP	30.00
68346	9140 ILL ASSN OF CHIEFS OF POLICE	200.00
68347	9220 ILL DEPT OF AGRICULTURE	20.00
68348	9269 ILLINOIS FIRE CHIEFS ASSOC	450.00
68349	9570 ILLINOIS SECTION AWWA	285.00
68350	9840 INNERWORKINGS	590.38
68351	9933 IRMA	6,144.43
68352	10097 J.G. UNIFORMS, INC.	123.00
68353	10100 J&L ELECTRONIC SERVICE, INC.	12,766.48
68354	10830 JULIE, INC.	1,156.20
68355	11100 KANE, MC KENNA CAPITAL INC.	1,250.00
68356	11372 KIPP'S LAWNMOWER SALES & SVC	121.18
68357	11718 LARRY KUTELLA	345.00
68358	12510 LEXISNEXIS RISK DATA MGT	200.00
68359	12795 ANDREW LOWRY	306.59
68360	13092 MAJOR CASE ASSISTANCE TEAM	750.00
68361	13179 MATERIAL TESTING LABS, INC.	36.00
68362	13257 CAROL MC BRIDE-LESLIE	175.00
68363	13379 MEGAPATH	521.12
68364	13613 MINER ELECTRONICS CORP	649.50
68365	15725 KAREN ORTALE	797.00
68366	15837 ORKIN INC.	439.30
68367	16005 P&G KEENE ELECTRICAL REBUILDE	468.00
68368	16458 PHYSIO-CONTROL, INC.	801.96
68369	16518 PINNER ELECTRIC, INC.	9,175.12
68370	16615 PORTABLE JOHN, INC.	507.31
68371	18125 RECCO TOOL & SUPPLY	40.80
68372	18567 RIGGS BROS. OF DOWNERS GROVE	238.00
68373	19137 TERRY SCHRIEBER	253.00
68374	19155 SCOT DECAL CO., INC.	1,510.00
68375	19300 TIMOTHY W. SHARPE	3,650.00
68376	19380 THE SIDWELL CO.	100.00
68377	19630 STAPLES ADVANTAGE	431.27
68378	19805 SUBURBAN LABORATORIES, INC.	115.00
68379	19889 SWAN CLEANERS	32.50
68380	20265 THIESSE PLUMBING	6,029.30
68381	20595 THOMPSON ELEVATOR INSP SVC IN	50.00
68382	20890 TURTLE WAX CAR WASH A/R	149.00
68383	21445 UNIFIRST CORPORATION	410.56
68384	22231 VERIZON WIRELESS	718.44
68385	22725 VILLAGE OF DOWNERS GROVE	1,329.81
68386	22750 VILLAGE OF LA GRANGE	582.88
68387	23418 WENTWORTH TIRE SERVICE	137.31
68388	23895 WORD SYSTEMS, INC.	2,329.00
68389	26200 ZEP MANUFACTURING CO.	1,055.70

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	10,750.57	01-10-5020		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	802.95	01-10-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	177.91	01-10-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	2,714.28	01-12-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	1,419.36	01-12-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	99.80	01-12-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	309.56	01-12-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	68.74	01-12-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	1,881.88	01-13-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	7,878.64	01-13-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	983.00	01-13-5030		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	45.22	01-13-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	795.82	01-13-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	176.83	01-13-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	7,963.31	01-19-5025		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	593.35	01-19-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	131.87	01-19-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	18,426.26	01-20-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	5,251.62	01-20-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	113,827.41	01-20-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	16,843.60	01-20-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	2,996.14	01-20-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	2,376.01	01-20-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	3,956.18	01-25-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	88,777.65	01-25-5025		22690	1612

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	16,146.89	01-25-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	1,363.18	01-25-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	1,625.80	01-25-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	3,416.60	01-30-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	29,058.86	01-30-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	90.75	01-30-5035		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	1,535.05	01-30-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	2,502.78	01-30-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	556.00	01-30-5190		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	224.00	01-40-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	49.78	01-40-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	1,918.33	61-61-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	13,913.44	61-61-5025		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	677.88	61-61-5040		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	45.78	61-61-5040		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	1,217.59	61-61-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	270.51	61-61-5190		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	1,918.36	62-61-5020		22690	1612
VILLAGE OF BROOKFIELD	P/R DATED 1/6/12	917.76	62-61-5025		22690	1612
VILLAGE OF BROOKFIELD	FICA & MEDICARE-1/6/12 P	212.23	62-61-5110		22690	1612
VILLAGE OF BROOKFIELD	SUI-1/6/12 P/R	47.09	62-61-5190		22690	1612
FIRST NAT'L BANK OF BROOKFIELD	LOAN PMT ON SOFTWARE & SWEEPER	139,016.74	31-00-7320		6420	11512
FIRST NAT'L BANK OF BROOKFIELD	LOAN PMT ON SOFTWARE & SWEEPER	1,143.08	31-00-7720		6420	11512
SECRETARY OF STATE	DUPLICATE TITLE FOR 1991	125.00	01-20-5380		19239	68294

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	CHEVY CAMERO					
VISA	VLG VISA ACCTS	190.00	01-10-5550		22905	68295
VISA	VLG VISA ACCTS	37.19	01-14-5580		22905	68295
VISA	VLG VISA ACCTS	1,074.00	01-18-5560		22905	68295
VISA	VLG VISA ACCTS	100.00	01-20-5380		22905	68295
VISA	VLG VISA ACCTS	1,707.06	01-20-5560		22905	68295
VISA	VLG VISA ACCTS	1,089.26	01-20-5830		22905	68295
VISA	VLG VISA ACCTS	100.22	01-25-5310		22905	68295
VISA	VLG VISA ACCTS	53.68	01-25-5625		22905	68295
VISA	VLG VISA ACCTS	295.11	01-30-5690		22905	68295
VISA	VLG VISA ACCTS	26.99	01-50-5690		22905	68295
VISA	VLG VISA ACCTS	33.30	01-50-5799		22905	68295
SEIU NAT'L INDUSTRY PENS FUND	MONTHLY DEPOSIT REPORT DECEMBER 2011	1,355.19	01-30-5080		19247	68296
LA GRANGE FIRE DEPT	CLASS ON FIRE SVC LEADER SHIP-JON HULTMAN	30.00	01-25-5065		12135	68297
WATER PRO RATES	MOVE OUT REFUND 9046 27TH ST K. KORDAT	20.25CR	61-00-1236		23300	68298
WATER PRO RATES	MOVE OUT REFUND	45.00	61-00-2610		23300	68298
WATER PRO RATES	MOVE OUT REFUND	77.40	62-00-1236		23300	68298
WATER PRO RATES	MOVE OUT REFUND 3604 FOREST S. SABECKIS	60.75CR	61-00-1236		23300	68299
WATER PRO RATES	MOVE OUT REFUND	45.00	61-00-2610		23300	68299
WATER PRO RATES	MOVE OUT REFUND	51.60	62-00-1236		23300	68299
WATER PRO RATES	MOVE OUT REFUND 3106 CLEVELAND E. SCHRECK	95.17CR	61-00-1236		23300	68300
WATER PRO RATES	MOVE OUT REFUND	45.00	61-00-2610		23300	68300

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
WATER PRO RATES	MOVE OUT REFUND	51.60	62-00-1236		23300	68300
WATER PRO RATES	MOVE OUT REFUND 3124 CLEVELAND C. DEGARMO	60.75CR	61-00-1236		23300	68301
WATER PRO RATES	MOVE OUT REFUND	45.00	61-00-2610		23300	68301
WATER PRO RATES	MOVE OUT REFUND	25.80	62-00-1236		23300	68301
WATER PRO RATES	MOVE OUT REFUND 4247 MADISON J. PAV	60.75CR	61-00-1236		23300	68302
WATER PRO RATES	MOVE OUT REFUND	45.00	61-00-2610		23300	68302
WATER PRO RATES	MOVE OUT REFUND	25.80	62-00-1236		23300	68302
WATER PRO RATES	MOVE OUT REFUND 9234 47TH BODY WORKS OF BROOKFIELD	60.75CR	61-00-1236		23300	68303
WATER PRO RATES	MOVE OUT REFUND	75.00	61-00-2610		23300	68303
WATER PRO RATES	MOVE OUT REFUND 3326 ELM J. KOLAR	40.49CR	61-00-1236		23300	68304
WATER PRO RATES	MOVE OUT REFUND	51.60	62-00-1236		23300	68304
PROVISO MUNICIPAL LEAGUE	QUARTERLY PML DINNER MTG BRIAN OBERHAUSER	25.00	01-01-5810		16768	68305
A & M PARTS INC.	OIL/AIR FILTERS	56.46	01-34-5710	300741	1020	68308
A & M PARTS INC.	GLOVES	35.38	01-34-5710	300532	1020	68308
A & M PARTS INC.	MIRROR TOOL CAT	5.64	01-34-5710	302236	1020	68308
A & M PARTS INC.	MILTON AIR CHUCK	77.70	01-34-5710	300742	1020	68308
A & M PARTS INC.	HEADLAMP	13.34	01-34-5710	300373	1020	68308
ACCURATE DOCUMENT DESTRUCTION	SHREDDING SVC	67.80	01-10-5299	806028	1103	68309
ADVANTAGE CHEVROLET	SWITCH FOR #460	105.07	01-34-5710	271358	1155	68310
AIRGAS NORTH CENTRAL	MEDICAL OXYGEN	490.90	01-25-5640	161585	1250	68311
AIRGAS NORTH CENTRAL	WELDING GASES	147.86	01-34-5710	155794	1250	68311

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
ALEXANDER EQUIP CO., INC.	HYDRAULIC MOTOR	450.95	01-34-5710	81943	1280	68312
AIS	DEC 11 COMPUTER SVC	6,502.50	01-14-5299	19465	1325	68313
AIS	1/2 PMT-VMWARE & EQUIPME INSTALLATION/MAINT/SUPPORT	23,435.00	01-14-6530	18223	1325	68313
ALLIANCE SYSTEMS, INC.	ANNUAL SECURITY MONITORI 3840 MAPLE-2012	336.00	01-31-5305	7888	1340	68314
AMERICAN WATER WORKS ASSOC	DUES-MIKE UDSTUEN	77.00	61-62-5590		1550	68315
ARBOR DAY FOUNDATION	MEMBERSHIP DUES-SCOTT DEROSS	15.00	01-33-5550		1623	68316
ARTHUR P. O'HARA, INC.	USED 3 DRAWER LATERAL FI	250.00	01-13-5670	8329	1690	68317
ASCAP	LICENSE AGMT FEE-2012 ACCT #500693713	320.00	01-52-5560		1730	68318
AT & T	387-1350	41.64	01-14-5580		1781	68319
AT & T	387-2650	2,704.85	01-14-5580		1781	68319
AT & T	485-3277	40.53	01-14-5580		1781	68319
AT & T	E911 847-734-5955	1,206.86	01-14-5580		1781	68319
AT & T	R07-1184	115.61	01-14-5580		1781	68319
AT & T	R07-0065	4,543.12	01-14-5580		1781	68319
AT & T	387-2733	42.47	01-14-5580		1781	68319
AT & T	485-2266	41.41	01-14-5580		1781	68319
AT & T	387-2561	121.49	01-14-5580		1781	68319
B&F TECHNICAL CODE SVC, INC	DEC 2011 INSPECTIONS	367.20	01-13-5299	34257	2018	68320
MICHAEL BRETZ	CDL REIMBURSEMENT	30.00	01-34-5590		2520	68321
BROOKFIELD TRUE VALUE HARDWARE	BATTERIES;SNOW BLOWER;HO COUPLING	542.24	01-25-5690		2720	68322
BROOKFIELD TRUE VALUE HARDWARE	MISC PURCHASES	11.43	01-30-5690		2720	68322
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC5068	54.30	01-10-5540	400650	3102	68323
CAROL CARSTENS-MARKOV	CHARGE FOR SIGN DESIGN @	150.00	01-07-5690		3113	68324

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	PROGRESS PARK					
CASE LOTS, INC	FD CLEANING SUPPLIES	310.15	01-25-5510	37308	3130	68325
CASE LOTS, INC	2PLY TOLIET PAPER	31.50	01-30-5510	37222	3130	68325
CDS OFFICE TECHNOLOGIES	CERTIFIED SERVER SOFTWARE INSTALL & CONFIGURE	5,012.00	01-19-5310	634602	3153	68326
CHEMSEARCH	MAXI-LUB ULTRA #2 SUPER CHEMSOLV II DURA-GUARD AEROSOL	1,038.37	01-34-5660	585602	3270	68327
CHICAGO INTL TRUCKS, LLC	KIT	56.50	01-34-5710	50172	3280	68328
CLIMATE SOLUTIONS INC.	WORK DONE PER PROPOSAL 3840 MAPLE	225.00	01-31-5305	3185	3427	68329
CLIMATE SOLUTIONS INC.	WORK DONE PER PROPOSAL 4301 ELM	350.00	01-31-5305	3184	3427	68329
COMCAST	XFINITY INTERNET 8771201670055098	86.90	01-14-5500		3550	68330
COMED	8501 BROOKFIELD 2083099069	287.62	01-36-5775		3560	68331
COMED	WATER METER-8652 SOUTHVI 0683030051	26.25	01-36-5775		3560	68331
CRITICAL REACH, INC.	ANNUAL FEE-TRAK-CRITICAL REACH PHOTO ALERT BULLETIN	265.00	01-20-5560	12-61	3795	68332
DANIELS ELECTRONICS LTD	UPGRADE TO RADIO SYSTEM	33,752.58	01-20-5310	H24062	4068	68333
DANIELS ELECTRONICS LTD	UPGRADE TO RADIO SYSTEM	25,400.69	01-25-5310		4068	68333
DYNAMEX, INC.	MESSENGER SVC	29.30	01-10-5299	106020	4905	68334
FMP	BRAKE PADS/ROTOR	212.32	01-34-5710	397665	6572	68335
FOSTER'S TRUCK REPAIR	SAFETY LANE INSPECTION	30.00	01-25-5380	25736	6652	68336
FREEWAY FORD TRUCK SALES INC	PIPE ASY	72.59	01-34-5710	400121	6760	68337
FULLER'S CAR WASH	DECEMBER CAR WASHES	40.00	01-20-5380		6805	68338
NICOLE GILHOOLEY	TOOLS FOR PROJECT NICE	413.76	01-07-5690		7273	68339
RICCARDO GINEX	REIMBURSEMENT FOR INTERN	49.95	01-14-5580		7276	68340

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
GMF CONTRACTORS	4 GAS CAPS	25.16	01-33-5690	40289	7460	68341
GROOT INDUSTRIES, INC.	RESIDENTIAL YARD WASTE-J	20,995.03	62-64-5480	64562	7883	68342
GROOT INDUSTRIES, INC.	RESIDENTIAL P/U-JAN	88,570.87	62-64-5480	64561	7883	68342
GROOT INDUSTRIES, INC.	DUMPING CHARGES	864.26	62-64-5480	123193	7883	68342
GROOT INDUSTRIES, INC.	GARBAGE STICKERS	1,100.00	62-64-5480	62176	7883	68342
GROOT INDUSTRIES, INC.	FALL LEAF P/U PROGRAM	60,258.00	62-64-5480	62179	7883	68342
HANSON AGGREGATES INC.	BINDER	201.19	01-36-5730	526638	8120	68343
HANSON AGGREGATES INC.	BINDER	97.46	01-36-5730	526688	8120	68343
HL LANDSCAPE	WEED KESMAN GARDEN	480.00	01-33-5475	1369	8485	68344
HL LANDSCAPE	OCT 2011 MOWING CONTRACT	6,287.40	01-33-5475	1367	8485	68344
HL LANDSCAPE	NOV 2011 MOWING CONTRACT	6,067.40	01-33-5475	1368	8485	68344
IACP	MODEL POLICY SUBSCRIPTIO	30.00	01-20-5490		9030	68345
ILL ASSN OF CHIEFS OF POLICE	2012 MEMBERSHIP RENEWAL CHIEF STEVEN STELTER	200.00	01-20-5550	11510	9140	68346
ILL DEPT OF AGRICULTURE	2012 PEST CONTROL LICENS MICHELLE BROWN-LUCE	20.00	01-33-5550		9220	68347
ILLINOIS FIRE CHIEFS ASSOC	2012 MEMBERSHIP DUES CHIEF PATRICK LENZI CAPT ED BERMANN	450.00	01-25-5490	121618	9269	68348
ILLINOIS SECTION AWWA	WATER DIST SYSTEM NIGHT & BOOK-ANDY ZONTOS	285.00	61-62-5590	53	9570	68349
INNERWORKINGS	8000 WATER BILLS	590.38	61-61-5540	104348	9840	68350
IRMA	DECEMBER DEDUCTIBLE	6,144.43	01-12-5520		9933	68351
J.G. UNIFORMS, INC.	VEST COVER-SILVA	123.00	01-20-5765	26482	10097	68352
J&L ELECTRONIC SERVICE, INC.	RADIO REPAIRS	315.00	01-20-5310	84823	10100	68353
J&L ELECTRONIC SERVICE, INC.	TIME/MATERIAL TO INSTALL NEW RADIO BASE STATIONS	5,242.35	01-20-5310	84848	10100	68353
J&L ELECTRONIC SERVICE, INC.	TIME/MATERIAL TO INSTALL	5,169.13	01-25-5280	84849	10100	68353

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	NEW STATION ONE BASE & AUX RECEIVERS					
J&L ELECTRONIC SERVICE, INC.	TIME/MATERIAL TO INSTALL REFURB CABINET & NEW BASE STATION	2,040.00	01-25-5640	84850	10100	68353
JULIE, INC.	2012 ANNUAL ASSESSMENT	1,156.20	61-62-5595	120172	10830	68354
KANE, MC KENNA CAPITAL INC.	CONGRESS TIF	1,250.00	15-00-5220	10840	11100	68355
KIPP'S LAWNMOWER SALES & SVC	SOLENOID #28	121.18	01-34-5710	11915	11372	68356
LARRY KUTELLA	REMAINDER OF 2011 LEATHE ALLOWANCE	345.00	01-20-5099		11718	68357
LEXISNEXIS RISK DATA MGT	NOV/DEC MONTHLY SUBSC FE 1465957-20111231	200.00	01-20-5560		12510	68358
ANDREW LOWRY	EQUIPMENT ALLOWANCE	306.59	01-20-5099		12795	68359
MAJOR CASE ASSISTANCE TEAM	2012 M.C.A.T. MEMBERSHIP DUES	750.00	01-20-5490		13092	68360
MATERIAL TESTING LABS, INC.	CONCRETE CYLINDERS	36.00	01-36-5730	25040	13179	68361
CAROL MC BRIDE-LESLIE	GIFT CERTIFICATES FOR 20 GARDEN CONTEST WINNERS	175.00	01-07-5690		13257	68362
MEGAPATH	MONTHLY DSL/T1 LINE CHAR	521.12	01-14-5500		13379	68363
MINER ELECTRONICS CORP	QTRLY BILLING-MAINT CONT	649.50	01-20-5310	96608	13613	68364
KAREN ORTALE	INTERROGATION OF SGT PAU LANZI	797.00	01-11-5270	2494	15725	68365
ORKIN INC.	PEST CONTROL-9957853 DPW	49.50	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-9957764 VILLAGE HALL	48.00	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-10032655 FIRE STATIONS 1&2	90.00	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-9957838 ESDA BLDG	49.50	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-9981070 KIWANIS PARK	49.50	01-30-5510		15837	68366

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
ORKIN INC.	PEST CONTROL-10944667 4301 ELM	45.00	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-9957845 3830 MAPLE	50.60	01-30-5510		15837	68366
ORKIN INC.	PEST CONTROL-9957787 TRAIN STATION	57.20	01-30-5510		15837	68366
P&G KEENE ELECTRICAL REBUILDER	PARTS FOR #414	468.00	01-34-5710	176386	16005	68367
PHYSIO-CONTROL, INC.	QTRLY MAINT AGMT	801.96	01-25-5640	412030	16458	68368
PINNER ELECTRIC, INC.	STREET LIGHT REPAIRS	9,175.12	01-36-5570	21778	16518	68369
PORTABLE JOHN, INC.	RENTAL	507.31	01-35-5510	175536	16615	68370
RECCO TOOL & SUPPLY	RENS/RELTON	40.80	01-34-5710	64341	18125	68371
RIGGS BROS. OF DOWNERS GROVE	REMOVE & INSTALL CUSHION COVER	238.00	01-34-5710	107991	18567	68372
TERRY SCHRIEBER	EXPENSES FOR SCHOOL-GOVT GRANT	253.00	01-20-5840		19137	68373
SCOT DECAL CO., INC.	2012 COMMUTER PARKING DECALS	1,510.00	01-32-5690	25463	19155	68374
TIMOTHY W. SHARPE	ACTUARIAL VALUATION UPDA POSTRETIREMENT HEALTHCARE PLAN	250.00	01-12-5560		19300	68375
TIMOTHY W. SHARPE	ACTUARIAL VALUATION FOR POLICE & FIRE PENSION FUNDS BENEFIT STATEMENTS	3,400.00	01-12-5560		19300	68375
THE SIDWELL CO.	2011 ANNUAL SVC FOR COOK COUNTY ATLAS	100.00	01-13-5670	87232	19380	68376
STAPLES ADVANTAGE	HR SUPPLIES	66.81	01-10-5670	802060	19630	68377
STAPLES ADVANTAGE	STAPLES	3.01	01-20-5670	802055	19630	68377
STAPLES ADVANTAGE	PD OFFICE SUPPLIES	104.24	01-20-5670	802055	19630	68377
STAPLES ADVANTAGE	POLICE DEPT SUPPLIES	98.61	01-20-5670	802043	19630	68377
STAPLES ADVANTAGE	FIRE DEPT SUPPLIES	158.60	01-25-5350	802050	19630	68377
SUBURBAN LABORATORIES, INC.	COLIFORM-IEPA	115.00	61-62-5390	14809	19805	68378

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
SWAN CLEANERS	LAUNDRY SERVICES	32.50	01-20-5515		19889	68379
THIESSE PLUMBING	MATERIAL/LABOR FURNISHED EXCAVATE FIRE HYDRANT HIT BY TRUCK & INSTALL NEW ONE 4541 SUNNYSIDE	6,029.30	01-36-5399	32165	20265	68380
THOMPSON ELEVATOR INSP SVC INC	CZECH MISSION ELEVATOR I & CERTIFICATE	50.00	01-13-5299	114401	20595	68381
TURTLE WAX CAR WASH A/R	CAR DETAIL	149.00	01-20-5380	10186	20890	68382
UNIFIRST CORPORATION	MATS	61.34	01-30-5515	653982	21445	68383
UNIFIRST CORPORATION	DPW UNIFORMS	146.46	01-30-5515	764699	21445	68383
UNIFIRST CORPORATION	MATS	56.30	01-30-5515	653981	21445	68383
UNIFIRST CORPORATION	DPW UNIFORMS	146.46	01-30-5515	762698	21445	68383
VERIZON WIRELESS	VLG CELL PHONES 685033343-00001	718.44	01-14-5580		22231	68384
VILLAGE OF DOWNERS GROVE	MEDICAL INS-GINEX-FEB 20	1,329.81	01-10-5150	71808	22725	68385
VILLAGE OF LA GRANGE	EBERLY SEWER	582.88	61-62-5785		22750	68386
WENTWORTH TIRE SERVICE	TIRES & DISPOSAL	137.31	01-34-5710	410239	23418	68387
WORD SYSTEMS, INC.	BAL DUE-4 CHANNELS MIRRA SOFTWARE LICENSE	2,329.00	01-19-5310	128615	23895	68388
ZEP MANUFACTURING CO.	CLEANING SUPPLIES	1,055.70	01-34-5710	304749	26200	68389
	TOTAL EXPENDITURES	866,051.47	1-00-1001			

VILLAGE OF BROOKFIELD
RUN - 1/19/12

A/P CHECK REGISTER
WARRANT 266 1-23-12

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CHECK	VENDOR	AMOUNT
10612	22690 VILLAGE OF BROOKFIELD	3,022.72
43695	11420 CHAD KOCH	584.00
43696	12455 ANN LENARTSON	1,427.20
43697	15387 OCCUPATIONAL HEALTH CTR OF SW	50.00
43698	19203 SEASPAR	54.87
5 CHECKS PRINTED		\$5,138.79

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 1/20/12	2,327.73	01-40-5025		22690	10612
VILLAGE OF BROOKFIELD	P/R DATED 1/20/12	694.99	01-40-5035		22690	10612
CHAD KOCH	MARTIAL ARTS INSTRUCTION	584.00	01-48-5450	111229	11420	43695
ANN LENARTSON	DANCE INSTRUCTOR	1,427.20	01-48-5450		12455	43696
OCCUPATIONAL HEALTH CTR OF SW	EXAM-ROGER FREEMAN 1006509551	50.00	01-40-5280		15387	43697
SEASPAR	FALL 2011 INCLUSION ASST	54.87	01-40-5560		19203	43698
	TOTAL EXPENDITURES	<u>5,138.79</u> =====	1-00-1021			

ORDINANCE NO. 2012 - 03

**AN ORDINANCE AMENDING SECTION 02-29 OF CHAPTER 2 ENTITLED
"ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE VILLAGE OF
BROOKFIELD, COOK COUNTY, ILLINOIS, PROVIDING FOR THE EMERGENCY
POWERS OF THE PRESIDENT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF JANUARY 2012

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois, this 23rd day
of January 2012.

ORDINANCE NO. 2012 - 03

AN ORDINANCE AMENDING SECTION 02-29 OF CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, PROVIDING FOR THE EMERGENCY POWERS OF THE PRESIDENT

WHEREAS, Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/1-1-6 *et seq.*) authorizes the corporate authorities of the Village of Brookfield to grant the village president extraordinary power and authority to exercise by executive order, during a state of emergency, such of the powers of the corporate authorities as may be necessary to respond to the emergency; and

WHEREAS, the corporate authorities of the Village of Brookfield have determined that it is necessary and in the public interest that they grant the village president extraordinary power and authority to exercise by executive order, during a state of emergency, such of the powers of the corporate authorities as may be necessary to respond to the emergency;

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. Code Amendment.

Section 02-29 entitled "Reserved" of Article I entitled "IN GENERAL" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

SEC. 02-29. Emergency Powers of the President

A. Definitions: Unless otherwise clearly required by the context, whenever any of the following terms are used in this section they shall have the meaning indicated:

ATTACK: Any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United States in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes.

CURFEW: A prohibition against any person or persons being present at or upon any public assembly, building, place, street or highway with the exception of officials of any governmental unit and persons officially designated to duty with reference to a state of emergency duly declared by executive order pursuant to this chapter.

STATE OF EMERGENCY: An occurrence or threat of widespread or severe damage, where extraordinary measures must be taken to protect the public health, safety and welfare from injury or loss of life or property resulting from any natural or technological cause, including, but not limited to, fire, flood, earthquake, wind, storm, hazardous material spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, attack or hostile military or paramilitary action.

B. State of Emergency:

1. Whenever it appears that a "state of emergency," as defined in this section may exist, any person with such knowledge shall report the circumstances of the emergency to the village president. The report shall include the nature of the emergency, the geographic area or areas involved, and the specific response and remedies requested.

2. The village president may, based upon the reported circumstances and/or based upon the village president's own investigation or observations, declare a state of emergency by issuing a written declaration when the village president determines that:

(a) An occurrence of widespread or severe damage resulting from any natural or technological cause, including, but not limited to, fire, flood, earthquake, wind, storm, hazardous material spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, attack or hostile military or paramilitary action has occurred or is threatened to occur, and

(b) Where extraordinary measures must be taken to protect the public health, safety and welfare from injury or loss of life or property.

3. The declaration shall contain a statement signed by the village president, under oath, setting forth the following:

(a) A description of the occurrence or conditions which exist or are threatened to exist of which the village president determined that a state of emergency exists;

(b) A statement finding that the standards for the determination that a state of emergency set forth in this section have been met;

- (c) Facts to substantiate such finding;
- (c) A description of the nature of the emergency; and
- (d) Declaration that the state of emergency exists.

4. The statement shall be filed with the village clerk as soon as practicable following the declaration.

C. Emergency Powers: The village president may exercise, by executive order during the time that a state of emergency exists, the following extraordinary powers and authority as may be reasonably necessary to respond to the emergency.

1. Make, amend and rescind all lawful necessary orders, rules and regulations to carry out the limits of the authority conferred upon the village president.

2. Cause to be prepared a comprehensive plan and program for the emergency operations and management of the village, which plan and program shall be integrated into and coordinated with emergency management plans and programs of the county, state and federal governments whenever possible, and which plan and program may include:

- (a) Mitigation of injury and damage caused by emergency;
- (b) Prompt and effective response to emergency;
- (c) Emergency relief;
- (d) Recommendations for zoning, building and other land use controls, safety measures for securing permanent structures and other mitigation measures designed to eliminate or reduce the emergency or its impact;
- (e) Authorization and procedures for the erection or other construction of temporary works designed to mitigate danger, damage or loss the emergency; and

3. Activate the village emergency operations and management plan and be the authority for the deployment and use of any forces that the plan or plans apply and for use or distribution of any supplies, equipment and materials and facilities assembled, stockpiled or arranged to be made available under this section or act as any other provision of law relating to disasters or civil emergencies.

4. Mobilize and utilize all available resources of the village government as reasonably necessary to cope with the emergency.

5. Transfer the direction, personnel or functions of village departments and agencies or units thereof for the purpose of performing or facilitating emergency response and recovery programs.

6. Authorize any purchase or contracts necessary to place the village in a position to effectively combat any emergency, protect property and provide emergency assistance to victims in the case of such emergency.

7. Procure such services, supplies, equipment or material as may be necessary for such purposes in view of the emergency, without regard to statutory procedures or formalities normally prescribed by law pertaining to municipal contracts or obligations.

8. In collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements for reciprocal emergency response and recovery assistance in the event that the response to the emergency exceeds village resources.

9. Order the evacuation of all or part of the population from any stricken or threatened area within the village.

10. Prescribe the route, modes of transportation and destinations in connection with evacuation.

11. Control ingress and egress to and from a disaster area the movement of persons within the area and the occupancy of premises therein.

12. Order a general curfew applicable to such geographical areas of the village or to the village as a whole as the village president deems reasonably necessary to respond to the emergency and applicable during such hours of the day or night as the village president deems necessary in the interests of the public safety and welfare.

13. Order the restriction of vehicle movement except fire, police, hospital services, utilities vehicles and physicians on emergency cases within such geographical areas of the village or to the village as a whole as the village president deems reasonably necessary to respond to the emergency.

14. . Make provision for the availability and use of temporary emergency housing.

15. Issue such other orders as are imminently necessary for the protection of life and property.

D. Duration of Emergency Powers: A declaration of a state of emergency shall expire not later than the adjournment of the earlier of the first regular or special meeting of the corporate authorities after the state of emergency is declared unless sooner terminated by proclamation of the village president indicating that the state of emergency no longer exists.

Section 3. Severability.

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

Section 4. Effective Date.

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

ADOPTED this 23rd day of January 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd day of January 2012.

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

ATTESTED, filed in my office,
and published in pamphlet form
this 23rd day of January 2012.

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

ORDINANCE NO. 2012-06

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 23rd DAY OF JANUARY 2012**

Published in pamphlet form by authority
of the corporate authorities of the
Village of Brookfield, Illinois,
the 23rd DAY OF JANUARY 2012.

ORDINANCE NO. 2012-05

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Brookfield (the "Village") are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, the Village owns certain personal property described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

WHEREAS, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth.

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

Section 1. Recitals.

The foregoing recitals are adopted as the corporate findings of the Village of Brookfield as if fully restated herein.

Section 2. Authorization. The Village Manger be and is hereby authorized and directed to place items on I-Bid for auction.

The corporate authorities hereby authorize the Village Manager to place personal property described in Exhibit "A" on I-Bid for auction.

Section 3. Effective Date. This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 23rd DAY OF JANUARY 2012 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd DAY OF JANUARY 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 23rd DAY OF JANUARY 2012.

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

EXHIBIT "A"

2007 Ford Explorer 1FMEU73E87UB74519 84,946 miles

R-868

AGREEMENT

between the

VILLAGE OF BROOKFIELD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF PROFESSIONAL ENGINEERING SERVICES

for the

2012 WATER MAIN IMPROVEMENTS PROJECT

in

BROOKFIELD, ILLINOIS

January, 2012

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2012 WATER MAIN IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

THIS Agreement, made and entered into between the Village of Brookfield, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the design and construction engineering required for the water main improvements to be constructed on 29th Street from Maple Avenue to Sunnyside Avenue and on Maple Avenue from the alley north of Ogden Avenue to Burlington Avenue in the Village of Brookfield, Illinois.

The general scope of the improvements on 29th Street will include the installation of approximately 1,375 feet of 8" ductile iron water main, new water services to adjacent properties, fire hydrants, new sidewalk on the south side of 29th Street, and other related restoration. The general scope of the improvements on Maple Avenue will include the abandonment of the existing 6" water main beneath the pavement, connections to the existing water main system at Ogden Avenue and Burlington Avenue, installation of new water services to adjacent properties, and other related restoration.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.1. of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.2. of this Agreement.

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

A. **THE ENGINEER AGREES; upon authorization by the VILLAGE;**

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Preparing preliminary plans.
 - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

2. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - b. Checking of shop and equipment drawings.
 - c. Providing line-and-grade staking.
 - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - f. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
 - g. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 - h. Performing final inspection of all improvements and preparing final "record drawings," one (1) copy of which shall be submitted to the VILLAGE.
3. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
- a. Investigations and analysis reports of surface and subsurface ground conditions.
 - b. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
 - c. All compaction or density tests as required by the specifications.
4. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Sections A.1. and A.2. a sum of money not to exceed Eighty Thousand Two Hundred Eighty and no/100 Dollars (\$80,280.00), unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.
 - b. To pay for the subletted services as stipulated in Section A.3. at the actual cost to the ENGINEER. "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work. The cost for the subletted services in Section A.3. shall not be included as part of the upper limit of the ENGINEER's services as defined above.
 - c. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the following Schedule of Hourly Rates:

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
SENIOR ENGINEER	\$ 114.00
PROJECT ENGINEER	\$ 106.00
ENGINEER – IV	\$ 99.00
ENGINEER – III	\$ 92.00
ENGINEER – II	\$ 87.00
ENGINEER – I	\$ 82.00
CADD TECHNICIAN - III	\$ 90.00
CADD TECHNICIAN - II	\$ 84.00
CADD TECHNICIAN - I	\$ 80.00
TECHNICIAN II	\$ 50.00
TECHNICIAN I	\$ 30.00
ADMINISTRATIVE ASSISTANT	\$ 50.00

2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.
 - b. Upon completion of construction of the improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

1. That this Agreement may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. Village assumes all responsibility and releases ENGINEER from any liability arising from the Village's use of partially completed drawings, specifications or other work product prepared by Engineer or for any reuse of ENGINEER's work product on another project.
2. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
3. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
5. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2012

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

By _____
Michael Garvey, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

12th day of JANUARY, 2012

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By James Goumas
James Goumas, Executive Vice President

(SEAL)

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. **Other Insurance Provisions**

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

(1) **General Liability and Automobile Liability Coverages**

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which

may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;

- d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
 10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
 11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
 12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
 13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
 14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
 15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
 16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the

Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

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

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

property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

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

B. CERTIFICATION OF ENGINEER

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

comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;

- (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the VILLAGE, in that no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the VILLAGE, in 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 ENGINEER.

Municipality Village of Brookfield	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Edwin Hancock Engineering Co.
Township Lyons and Proviso			Address 9933 Roosevelt Road	
County Cook			City Westchester	
Section 12-00126-00-RS			State Illinois	

THIS AGREEMENT is made and entered into this _____ day of January, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Maple Avenue Resurfacing Project

Route FAU 2722 Length 1.03 Mi. 5440.00 FT (Structure No. _____)

Termini 47th Street to Burlington Avenue

Description:

The project will include replacing deteriorated sections of curb and gutter, sewer structure repairs, milling and resurfacing the pavement, and other related work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: To pay for services stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. A total fee not to exceed \$40,000.00.~~

Classification of Employee	Hourly Rate
Senior Engineer	\$114.00
Project Engineer	\$106.00
Engineer IV	\$ 99.00
Engineer III	\$ 92.00
Engineer II	\$ 87.00
Engineer I	\$ 82.00
Technician II	\$ 55.00
Technician I	\$ 30.00
Administrative Assistant	\$ 50.00
CADD Technician III	\$ 90.00
CADD Technician II	\$ 84.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals shall remain in effect until 2/28/2013. In event the services of the ENGINEER extend beyond 2/28/2013, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

- ~~a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. A sum of money equal to the _____ percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 76 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 76 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 76 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
-

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

Village of Brookfield _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

President and Board of Trustees

Village Clerk

By _____

(Seal)

Title Village President

Executed by the ENGINEER:

Edwin Hancock Engineering Co.

9933 Roosevelt Road

ATTEST:

Westchester, Illinois 60154

By

James Gammis

By

Dean Inickel

Title Executive Vice President

Title President

Approved

Date

Department of Transportation

Regional Engineer



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the Council or President and Board of Trustees of the Village of Brookfield of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Maple Avenue	FAU 2722	47 th Street	Burlington Avenue

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of replacing deteriorated sections of curb and gutter, sewer structure repairs, milling and resurfacing the pavement, and other related work.

_____ and shall be constructed 30' - 37' wide and be designated as Section 12-00126-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Forty Thousand and 00/100 Dollars (\$40,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Brigid Weber Clerk in and for the Village of Brookfield of Brookfield County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on January 23, 2012 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2012

(SEAL)

City, Town, or Village Clerk



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
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, January 23, 2011**

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

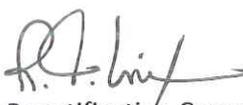
AGENDA

- A. **Discussion** – Beautification Request, Friends of Beautification Commission
- B. **Discussion** – Rotary Fundraiser at the Library
- C. **Discussion** – 2011 Tax Levy Abatements
- D. **Discussion** – Water Rate adjustment
- E. **Discussion** – Establishment of an Account with Hinsdale Bank and Trust
- F. **Discussion** – Items for Surplus
- G. **Discussion** – OSLAD Change Order Number One
- H. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- I. **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

ITEM: BEAUTIFICATION REQUEST
COMMITTEE DATE: January 23, 2012
PREPARED BY: Riccardo F. Ginex, Village Manager 
PURPOSE: A request to form a "Friends of the Beautification Commission" not-for-profit organization to further community art within the Village.
BUDGET AMOUNT: N/A

BACKGROUND:

The Brookfield Beautification Commission would like to have some initial discussion with the Board to see if they would approve their members exploring the idea of forming a "Friends of the Beautification Commission." This would be a separate, not-for-profit organization to further community art within the Village. This organization would be similar to the "Friends of the Library." Members have met with staff and Board liaison, Ryan Evans, to discuss preliminary thoughts. Some members will be in attendance for a short presentation of the concept to solicit Board input on the issue.

ATTACHMENTS:

NA

STAFF RECOMMENDATION:

Staff would support the concept.

REQUESTED COURSE OF ACTION:

The Board provides guidance to the Commission on moving forward with the idea.



COMMITTEE ITEM MEMO

ITEM: ROTARY FUNDRAISER AT THE LIBRARY
COMMITTEE DATE: January 23, 2012
PREPARED BY: Riccardo F. Ginex, Village Manager *R.F. Ginex*
PURPOSE: Request to approve a liquor license for an Oscar fundraiser to be held at the Library
BUDGET AMOUNT: N/A

BACKGROUND:

The Brookfield Rotary Club would like to hold an Oscar event fundraiser at the Village Library, Sunday, February 26, starting at 6:30pm. As they will be serving alcohol inside the Library, they will need Class 8 liquor license.

ATTACHMENTS:

1. Liquor application

STAFF RECOMMENDATION:

The issue is discussed by the Board.

REQUESTED COURSE OF ACTION:

The Board approves the license by ordinance at the February 13th Board meeting.

Are you a resident of the Village of Brookfield? _____

Do you own or are you the beneficial owner of the business for which the license is sought? N/A _____

Federal Employee Identification Number (FEIN) _____

Corporation headquarters address (if applicable) _____

Registered Agent (if applicable) _____

Premise address _____

Premise telephone _____

Character of business and objects for which corporation was formed (if applicable)

Length of time applicant has been in business of such character _____

Check and complete if applicable:

Assumed Name – Date filed with County Clerk _____

Partnership – Date of formation _____

Illinois Corp. – Date of incorporation _____

(Corporation must attach a Certificate of Good Standing and copy of Articles of Incorporation.)

L.L.C. – Date of incorporation _____

Foreign Corp. – State of incorporation _____

Foreign Corp. – Is the corporation qualified to transact business in Illinois? _____ (Attach Certificate to Transact Business in Illinois)

Current Village of Brookfield liquor license number for this premise N/A

Date of issue _____ Date of expiration _____

Current Illinois retail liquor license for this premise _____

If premise is leased, name, address, and telephone number of the landlord:
(Attach a copy of executed lease)
(If premises are owned, attach a copy of Deed or other proof of ownership.)

Retailers' Occupation Tax (ROT) Registration Number N/A

What is the amount of goods, wares, and merchandise on hand at premises at the time of application? (for renewal application only)

- Yes No Are you delinquent in payment of the Retailers' Occupation Tax (sales tax)?
- Yes No Are you delinquent under the cash beer law?
- Yes No Are you delinquent under the 30 day credit law?
- Yes No Are you delinquent under the 15 day credit law?
- Yes No Are you delinquent with your Village of Brookfield water bill?
- Yes No Are you delinquent with any Village of Brookfield invoices?

If any questions below are answered "Yes," attach a sheet to this application giving *full explanation, particulars, and/or copies of documents.*

- Yes No Have you ever made application for a liquor license which has been denied or declined?
- Yes No Have you ever had any previous liquor license suspended, revoked for cause, canceled, surrendered, or otherwise terminated?
- Yes No Have you ever been convicted of a felony under any federal or state law?
- Yes No Have you ever been convicted of a gambling offense under subsection 28-1(a)(3) through (a)(10) or Section 28-3 of the "Illinois Criminal Code," 720 ILCS 5/1-1 *et seq.*?
- Yes No Have you ever been convicted of keeping a house of ill fame?
- Yes No Have you ever been convicted of pandering or other crime opposed to decency or morality?
- Yes No Has a Federal Wagering Stamp been issued for the proposed licensed premises for the current tax period?
- Yes No Have you, or any partnership, member or manager owning more than 20% of the stock been issued a federal wagering stamp by the federal government for the current tax period?
- Yes No Will the business be conducted by a manager or agent?
(Managers and agents must possess the same qualifications required of licensee.)
- Yes No Is the business located within 100 feet of any church, school, hospital, mortuary, home for the aged, indigent persons or for veterans and their families, or any military or naval station?
- Yes No Is there any established premises having the same class retail liquor license, with the same opening and closing hours, located on the same block as this proposed establishment?
- Yes No Are you, or is any other person directly involved in your business, a public official?

Yes No

Have you received or borrowed money or anything of value directly or indirectly from any other licensees, representatives of a licensee, or suppliers of alcoholic products?

Every individual applicant, sole owner, partners, corporate Officers or directors (whether or not they own any stock), stockholders owning in the aggregate more than 5% of the stock (including officer, directors, and stockholders of more than 5% for all corporate stockholders), and managers must supply the requested information. If additional space is needed, type or print information in the same format and attach the sheet to this application.

NOTE: You must notify the Village of Brookfield Local Liquor Commission in writing of any changes in the information listed in all questions above within 30 days of such change.

Name	Complete Address	Sex	Birth Date	Social Sec. #	Position	% ownership

Yes No

Will any other business be conducted or operated at the address provided in question no. 6. If so, describe the nature of that business.

Yes No

Is applicant a law enforcement official?

Yes No

If applicant is a corporation, is any person owning more than 5% of the shares of stock in the corporation a law enforcement official?

Yes No

Is applicant an elected official of the Village of Brookfield?

Yes No

If applicant is a corporation, is any person owing more than 5% of the shares of stock in the corporation an elected official of the Village of Brookfield?

PERSONAL CHECKLIST:

Please use this checklist to verify that all information is attached to the application, so your license application process will not be delayed.

Yes No

Attach a current Certificate of Liability Insurance (Dram Shop) in the maximum limits indemnifying the Village of Brookfield, Illinois?

Yes No

Is the affidavit page of this application notarized?

Yes No

Have all onsite owners and/or managers, corporate officers, directors and shareholders owning more than 5% of stock in the corporation fingerprinted?

Yes No

Attached a current copy of the Articles of Incorporation?

Yes No

Paid all application fees and processing charges?

Yes No
noting:

1) The corporation is in good standing with their office?

2) If a foreign corporation, authorization to transact business in Illinois?

Yes No

Attached a copy of deed or other proof of ownership for the premises?

Yes No

Attached a copy of the lease (if the premises are leased) that would be in force for the period of time for the license being sought?

(If business is owned please specify. If we have a valid lease on file, please advise, and no new copy will be needed).

Yes No

Attached a list of the name(s), telephone numbers, social security numbers, date of birth, and principal domicile addresses of managers of existing or proposed establishment?

Yes No

Attached a written statement from the applicant whether the applicant has ever been convicted of a misdemeanor, gambling offense or felony, and, if so, the particulars thereof?

NOTE: This application for Retail Liquor License is subject to all provisions and conditions of Chapter 3, Alcoholic Liquor, of the Village of Brookfield Code of Ordinances, Brookfield, Illinois, and the Illinois Liquor Control Act and must be submitted in original form only. Photocopies and facsimiles will not be accepted.

AFFIDAVIT

I, the undersigned applicant or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct, are made upon my personal knowledge and information, are made for the purpose of inducing the Village of Brookfield to issue the license herein applied for and that the applicant is qualified and eligible to obtain the license applied for.

That undersigned further covenants and agrees that any misrepresentations made by the applicant herein, or any violation of the terms and conditions of this application or of any of the laws, statutes, ordinances, rules, regulations and covenants above described, shall be just cause for revocation by the Local Liquor Control Commissioner, after a hearing on said matter, of the license herein applied for.

Signature of Applicant or Authorized Agent

Signature of Applicant or Authorized Agent

Title or Position

Title or Position

Date Signed

Date Signed

NOTE: IF THE LICENSE IS TO BE ISSUED TO A PARTNERSHIP, FIRM, ASSOCIATION, CLUB, OR CORPORATION, TWO PARTNERS, THE PRESIDENT AND SECRETARY, OR TWO AUTHORIZED AGENTS MUST SIGN. EQUIVALENT OFFICERS MUST SIGN FOR A NOT-FOR-PROFIT ORGANIZATION OR ASSOCIATION.

STATE OF ILLINOIS)
) Cook
COUNTY OF)

This instrument was acknowledged before me on January 11, _____, 2012 _____,
by _____ (as _____ of _____).

(SEAL)

Notary Public

Managers List 2012

This list must be kept current throughout the year. Please call 708-485-1114 with any additions, deletions or other changes.

Business Name _____

Business Address _____

<u>Name</u>	<u>Address</u>	<u>24-Hour Phone No.</u>	<u>Date of Birth</u>
1.	_____		
2.	_____		
3.	_____		
4.	_____		
5.	_____		
6.	_____		
7.	_____		
8.	_____		
9.	_____		
10.	_____		



COMMITTEE ITEM MEMO

ITEM: 2011 Tax Levy Abatement Ordinances

COMMITTEE DATE: January 23, 2012

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Annual Abatement Ordinances

BUDGET AMOUNT: N/A

BACKGROUND:

The Village has several debt issues which are serviced through alternate revenue sources. The authorizing ordinances for this debt provided for the levy of a direct tax to pay the annual principal and interest. The Village must now abate these property tax levies, as the debt will be serviced through alternate financing. These abatement ordinances are approved annually by the Board of Trustees.

The following Ordinances will be submitted for approval:

1. 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, IN THE AMOUNT OF \$27,183.00.
2. 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 2000A, IN THE AMOUNT OF \$31,020.00.
3. 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 2004A, IN THE AMOUNT OF \$170,610.00.
4. 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 2004B, IN THE AMOUNT OF \$46,530.00.
5. 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 2006A, IN THE AMOUNT OF \$254,153.76.
6. 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 2006B, IN THE AMOUNT OF \$327,965.00.
7. 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 2011, IN THE AMOUNT OF \$238,705.00.

ATTACHMENTS:

Ordinances as referred to above.

STAFF RECOMMENDATION:

Staff recommends the adoption of the above Ordinances.

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with seven formal ordinances at the February 13, 2012 Board of Trustees meeting for Board consideration.

ORDINANCE NO. 2012 - 7

**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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February, 2012.

ORDINANCE NO. 2012 - 7

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 1998-34, adopted on the 13th day of July 1998 (the "Ordinance"), did provide for the issue of \$410,000 General Obligation Alternate Revenue Source Bonds, Series 1998 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have sufficient Pledged Special Service Area Taxes in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 1998 Bonds in the sum of \$27,182.50 is hereby abated in its entirety.

Section 2. Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 -- 7 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

Village Clerk

(SEAL)

ORDINANCE NO. 2012 - 8

**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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February 2012.

ORDINANCE NO. 2012 - 8

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2000-56, adopted on the 2nd day of October 2000 (the "Ordinance"), did provide for the issue of \$345,000 General Obligation Alternate Revenue Source Bonds, Series 2000-A (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have the Pledged Special Service Area Taxes in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2000-A Bonds in the sum of \$31,020.00 is hereby abated in its entirety.

Section 2 Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of The County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 - 8 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

Brigid Weber, Village Clerk
Village of Brookfield, Illinois

(SEAL)

ORDINANCE NO. 2012 - 9

**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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February 2012

ORDINANCE NO. 2012 - 9

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2004-20, adopted on the 13th day of March, 2004 (the "Ordinance"), did provide for the issue of \$1,245,000 General Obligation Alternate Revenue Source Bonds, Series 2004-A (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have sufficient Pledged Special Service Area Taxes in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2004-A Bonds in the sum of \$170,610.00 is hereby abated in its entirety.

Section 2 Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the Cook County Clerk; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by Village President this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 - 9 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

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

(SEAL)

ORDINANCE NO. 2012 - 10

**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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February 2012.

ORDINANCE NO. 2012 - 10

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2004-20 (the "Ordinance"), adopted on the 13th day of March 2004, did provide for the issue of \$334,000 General Obligation Alternate Revenue Source Bonds, Series 2004-B (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have the pledged utility taxes in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2004-B Bonds in the sum of \$46,530.00 is hereby abated in its entirety.

Section 2. Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by Village President this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 – 10 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

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

(SEAL)

ORDINANCE NO. 2012 - 11

**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**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF February 2012

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February 2012.

ORDINANCE NO. 2012 – 11

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2006-45 (the "Ordinance"), adopted on the 12th day of June 2006, did provide for the issue of \$3,085,000 General Obligation Alternate Revenue Source Bonds, Series 2006-A (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have sufficient pledged water and sewer fees in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2006-A Bonds in the sum of \$254,153.76 is hereby abated in its entirety.

Section 2. Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February, 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 - 11 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

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

(SEAL)

ORDINANCE NO. 2012 - 12

**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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois
this 13th day of February 2012

ORDINANCE NO. 2012 - 12

**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**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2006-44, adopted on the 12th day of June 2006 (the "Ordinance"), did provide for the issue of \$4,485,000 General Obligation Alternate Revenue Source Bonds, Series 2006-B (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have sufficient sales tax revenue in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2006-B Bonds in the sum of \$327,965.00 is hereby abated in its entirety.

Section 2. Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this 13th day of February 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 – 12 entitled:

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

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

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

(SEAL)

ORDINANCE NO. 2012 - 13

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2011 TO PAY THE PRINCIPAL OF AND
INTEREST ON \$1,885,000.00 GENERAL OBLIGATION ALTERNATE
REVENUE SOURCE BONDS, SERIES 2009, OF THE VILLAGE OF
BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois,
this 13th day of February 2012.

ORDINANCE NO. 2012 - 13

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2011 TO PAY THE PRINCIPAL OF AND
INTEREST ON \$1,885,000.00 GENERAL OBLIGATION ALTERNATE
REVENUE SOURCE BONDS, SERIES 2009, OF THE VILLAGE OF
BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "President and Board of Trustees") of the Village of Brookfield, Cook County, Illinois (the "Village"), by Ordinance Number 2011-51, adopted on the 28th day of September 2009 (the "Ordinance"), did provide for the issue of \$1,885,000.00 General Obligation Alternate Revenue Source Bonds, Series 2009 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have sufficient pledged water and sewer fees in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2012; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2011 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax.

The tax heretofore levied for the year 2011 in the Ordinance for the Series 2009 Bonds in the sum of \$238,705.00 is hereby abated in its entirety.

Section 2. Filing of Ordinance.

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

Section 3. Effective Date of Ordinance.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner provided by law.

ADOPTED this 13th day of February, 2012 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this 13th day of February, 2012.

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

ATTEST:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 2012 - 13 entitled:

Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay the Principal of and Interest on \$1,885,000.00 General Obligation Alternate Revenue Source Bonds, Series 2009, of the Village of Brookfield, Cook County, Illinois

a true, correct and complete copy of which said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 13th day of February 2012.

I do further certify that on the 13th day of February 2012 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of February 2012.

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

(SEAL)



COMMITTEE ITEM MEMO

ITEM: Ordinance amending Chapter 28 entitled "Water and Sewers" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois

COMMITTEE DATE: January 23, 2012

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: To adjust the rate for Water Service Charges

BUDGET AMOUNT: None

BACKGROUND:

As previously discussed, the City of Chicago has enacted a rate increase for water supply to the Brookfield-North Riverside Water Commission. The City of Chicago has structured a four year increase of 70%. Although the first year's increase to the Commission is 25%, the Commission is passing on a rate increase of only 20%. The Village of Brookfield staff is recommending a matching 20% rate increase in order to maintain its current reserve funding in order to avoid depletion of future water fund reserves which will be used for capital needs.

There are several projects over the next three years which need to be addressed and have been budgeted for, including the Grand Ave. Phase II Sewer Project and the Maple Avenue Water Main replacement. In 2013, the Village anticipates an additional water main replacement along 26th Street.

The schedule below shows the current minimum quarterly bill, and the revised minimum quarterly bill, based on a rate increase. The annual increase amounts to \$38.40.

VILLAGE OF BROOKFIELD
 SCHEDULE OF RATE INCREASE ANALYSIS
 JANUARY 1, 2012

20% Rate Increase								
CURRENT			PROPOSED			\$ inc		
MONTHLY	QUARTERLY	ANNUALLY	MONTHLY	QUARTERLY	ANNUALLY	MONTHLY	QUARTERLY	ANNUALLY
15.93	47.80	191.20	19.13	57.40	229.61	3.20	9.60	38.40

Minimum billing is based on a total cost of \$5.74 per 100 cubic feet

ATTACHMENTS:

1. Resolution/Agreement Pages

STAFF RECOMMENDATION:

Staff recommends the adoption of the Ordinance.

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with the Ordinance at the February 13, 2012 Board of Trustees meeting for consideration.

ORDINANCE NO. 2012 - 14

**AN ORDINANCE AMENDING
CHAPTER 28 ENTITLED "WATER AND SEWERS" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois,
the 13th day of February 2012

ORDINANCE NO. 2012 - 14

**AN ORDINANCE AMENDING
CHAPTER 28 ENTITLED "WATER AND SEWERS" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

WHEREAS, Sections 11-117-12, 11-126-4, 11-129-10 and 11-139-8 of the Illinois Municipal Code (65 ILCS 11-117-12; 11-126-4; 11-129-10; 11-139-8) authorize the corporate authorities of the Village of Brookfield to fix utility rates for municipal utilities; and

WHEREAS, the corporate authorities of the Village of Brookfield have determined that the cost of providing water service has substantially increased and that an increase in the water rates charges to the customers of the village waterworks system is appropriate;

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

Section 1.

The foregoing facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as if fully set forth herein.

Section 2.

Section 28-18, entitled "Water service charges" of the Code of the Village of Brookfield is hereby amended as follows:

Sec. 28-18. Water service charges

(b) WATER SERVICE CHARGES

Class WA1--For the first 100 cubic feet and for each succeeding 100 cubic feet the charge shall be \$5.74 per 100 cubic feet.

The minimum charge for water service in this class shall be \$57.40 per quarter.

WA2--All charges shall be the same as Class WA1, except that the minimum charge shall apply to each sub-unit of the account served by the single water meter. The sum of the minimum charges assigned to each sub-unit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by sub-units metering individual accommodation units.

Class WB1--For the first 100 cubic feet and for each succeeding 100 cubic feet, the charge shall be \$5.74 per 100 cubic feet.

The minimum charge for water service in this class shall be \$19.13 per month.

WB2--All charges shall be the same as Class WB1, except the minimum charge shall apply to each sub-unit of the account served by single water meter. The sum of the minimum charges assigned to each sub-unit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by sub-units metering individual accommodation units.

WB3--All charges shall be the same as Class WB1, except that a twenty-five percent (25%) surcharge shall be added to the billed amount.

Class WC1--The charges for service to this account shall be based on the current rate that the Village pays for water from the Brookfield/North Riverside Water Commission plus five percent (5%) and an annual fee set by agreement between the Village and the water customer.

Class WC2--The charge for non-metered customer accounts shall be based upon the Class WB1 rates, with estimated water volumes provided by the Water Department.

WC3--The charge for water in this category shall be equal to Water Commission rate for the volume used plus five percent (5%).

Section 3.

This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 13th day of February 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th 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 13th day of February 2012.

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

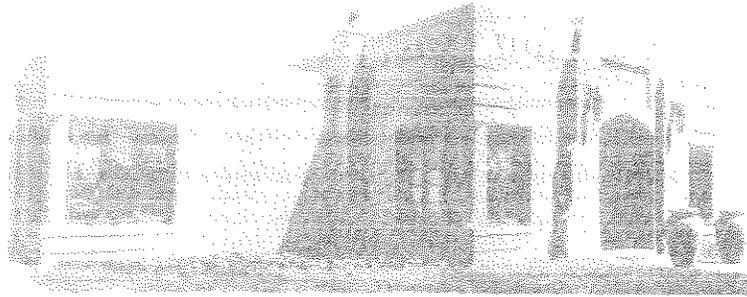
BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION

8636 Brookfield Avenue

Phone: (708) 485-4244

Brookfield, Illinois 60513

FAX: (708) 485-9321



James J. DeCarlo, Mayor
Edward J. Doreo, Chairman
David D. Wilken, Commissioner
Alan J. Miller, Commissioner

Edward J. Doreo, Chairman
David D. Wilken, Commissioner
Alan J. Miller, Commissioner

December 16, 2011

Village of Brookfield
8636 Brookfield Ave
Brookfield, IL 60513

Re: 2012 Water Rates

Dear Customer:

The City of Chicago has notified the Brookfield North Riverside Water Commission that it has enacted a water rate increase of 70% over the next four (4) years effective January 1, 2012. The rate that the Brookfield North Riverside Water Commission pays the City of Chicago per thousand gallons purchased will change according to the following table:

January 1, 2012	$\$2.01 \times 25\% = \2.51 or an increase of \$0.50 per 1000 gallons
January 1, 2013	$\$2.51 \times 15\% = \2.88 or an increase of \$0.37 per 1000 gallons
January 1, 2014	$\$2.88 \times 15\% = \3.31 or an increase of \$0.43 per 1000 gallons
January 1, 2015	$\$3.31 \times 15\% = \3.81 or an increase of \$0.50 per 1000 gallons

The Brookfield North Riverside Water Commission operates five (5) pumping stations and over 9 miles of water mains to deliver water to their customer base. The costs of operating these facilities is currently \$0.74 per thousand gallons. At this time the Water Commission will be increasing their fees by \$0.07 to cover increasing costs of electricity, repairs, upgrades, chemicals and general operating expenses. Therefore the new water rate for 2012 will increase from the old rate of \$2.85 per thousand changes to \$ 3.42 per thousand gallons. This will be shown on your February water bill for water used in January 2012.

Sincerely,

Donald R. Miskell
Superintendent



DEPARTMENT OF WATER MANAGEMENT
CITY OF CHICAGO

November 17, 2011

Mr. Donald Miskell
Brookfield-N. Riverside W.C.
8636 Brookfield Avenue
Brookfield, IL. 60513

Re: City of Chicago 2012 Budget
4-Year Rate Increase

Dear Valued Municipal Water Customer:

We are writing to notify you that the City of Chicago's 2012 Budget was unanimously passed by the Chicago City Council. Please be advised that this Budget includes a 4-year water increase as follows:

January 1, 2012:	25%
January 1, 2013:	15%
January 1, 2014:	15%
January 1, 2015:	15%

The rates will increase as follows:

Per 1,000 gallons		Impact per 1,000 gallons
Current	\$2.01	
January 1, 2012:	\$2.51	\$0.50
January 1, 2013:	\$2.88	\$0.37
January 1, 2014:	\$3.31	\$0.43
January 1, 2015:	\$3.81	\$0.50

For 1,000 Cubic Feet

Current	\$15.00
January 1, 2012:	\$18.75
January 1, 2013:	\$21.56
January 1, 2014:	\$24.80
January 1, 2015:	\$28.52

With this water rate increase the Department of Water Management will be investing in our infrastructure, Water Purification Plants and Pumping Stations. We will be accelerating our program to replace water mains which have exceeded their 100 year useful life, including feeder mains. This will provide a more robust, reliable and efficient system. We will also be investing in upgrades to our Plants including a new roof for the Jardine Water Purification Plant and new electrical switch gear at our South Water Purification Plant. We will be converting 4 pumping stations that serve both the City and suburban customers from steam power to electric.

We will continue to invest to efficiently maintain and upgrade all of our assets used to deliver water to over 5 Million people in the Chicagoland area.

Should you have any questions, please call me at (312) 744-7001.

Sincerely,



Thomas H. Powers, P.E.
Commissioner



COMMITTEE ITEM MEMO

ITEM: Establishing an account with the Chicago Trust Co., NA and the Hinsdale Bank and Trust Company, and authorizing both as authorized depositories of the Village of Brookfield

COMMITTEE DATE: January 23, 2012

PREPARED BY: Doug Cooper, Finance Director 

PURPOSE: Establish an Account with Hinsdale Bank and Trust

BUDGET AMOUNT: N/A

BACKGROUND:

The Village holds a Certificate of Deposit with the First Chicago Bank and Trust, Itasca, IL. In 2011, the FDIC was appointed the receiver of the First Chicago Bank and Trust Co., and the asset was formally transferred to the Northbrook Bank and Trust Company, an Illinois chartered bank controlled by the Wintrust Financial Corporation. The Hinsdale Bank and Trust is the closest bank within the Wintrust family of banks relative to Brookfield, so the CD was assigned to this bank for record keeping purposes.

The purpose of Resolution # 2012 - 867 is to authorize the Village to establish a relationship with Hinsdale Bank and Trust in regards to this CD. The purpose of Ordinance # 2012 - 15 is to update the list of authorized financial institutions to include Hinsdale Bank and Trust as the holder of this Certificate of Deposit.

ATTACHMENTS:

RESOLUTION # 2012 - 867--Resolution regarding the establishment of an account with Hinsdale Bank and Trust as well as the Chicago Trust Company.

ORDINANCE # 2012 - 15—An Ordinance designating depositories in which may be kept funds of the Village of Brookfield.

STAFF RECOMMENDATION:

Approval of the attached resolution and ordinance regarding certain deposits

REQUESTED COURSE OF ACTION:

None

RESOLUTION NO. 2012 - 867

**A RESOLUTION APPROVING THE VILLAGE PRESIDENT, THE VILLAGE
MANAGER AND 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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF FEBRUARY, 2012**

RESOLUTION NO. 2012 - 867

A RESOLUTION APPROVING THE VILLAGE PRESIDENT, THE VILLAGE MANAGER AND 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

WHEREAS, the Village of Brookfield (the "Village") maintains an account with the Chicago Trust Company, N.A., and the Hinsdale Bank and Trust Company, and

WHEREAS, the Chicago Trust Company, N.A., and the Hinsdale Bank and Trust Company requires a formal document identifying those persons authorized to approve transactions related to these accounts,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

Section 1: It is hereby determined that it is advisable, necessary and in the best interests of the citizens and governmental administration of the Village and its taxpayers that the following individuals be approved as authorized signers of all accounts held with the Chicago Trust Company, N.A., and the Hinsdale Bank and Trust Company, and furthermore, that this resolution supersedes any previous authority assigned to this account.

AUTHORIZED SIGNATORIES:

Michael Garvey, Village President
Riccardo Ginex, Village Manager
Keith Sbiral, Assistant Village Manager

Section 2: This Resolution shall be in full force and effect upon its passage and

approval in accordance with law.

ADOPTED this 13th day of February 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

ORDINANCE NO. 2012 - 15

**AN ORDINANCE DESIGNATING DEPOSITORIES IN WHICH MAY BE KEPT FUNDS
OF THE VILLAGE OF BROOKFIELD**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 13th day of February 2012.

ORDINANCE NO. 2012 - 15

AN ORDINANCE DESIGNATING DEPOSITORIES IN WHICH MAY BE KEPT FUNDS OF THE VILLAGE OF BROOKFIELD

WHEREAS, the Village of Brookfield is authorized by Section 3.1-35-50 of the Illinois Municipal Code, (65 ILCS 5/3.1-35-50) and Section 02-67 of the Code of Ordinances, Village of Brookfield, Illinois, when requested by the Treasurer, to designate one or more banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer; and

WHEREAS, the Treasurer has requested that the corporate authorities designate one or more banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer.

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: Designation of Depositories.

The corporate authorities of the Village of Brookfield deem it to be advisable, necessary and in the best interests of the village and its residents to designate the following banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer, provided that the designated banks comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*) and further provided that the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus

of the designated bank:

Amalgamated Bank of Chicago
One West Monroe
Chicago, IL 60603

Illinois Funds
C/O US Bank
Springfield, IL 62706

~~First Chicago Bank and Trust~~
The Chicago Trust Company, N.A.
1145 North Arlington Heights Road
Itasca, IL 60143

First National Bank of Brookfield
9136 Washington Avenue
Brookfield, IL 60513

Hinsdale Bank and Trust
25 East First Street
Hinsdale, IL 60521

Section 3: Continuation as Depositories.

The designated banks shall continue as a depository of the funds and money of the village in the custody of the Treasurer until ten days after the corporate authorities of the Village of Brookfield have designated a new depository and the depository has qualified under the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*).

Section 4: Compliance with the Public Funds Investment Act.

No funds and money of the village in the custody of the Treasurer shall be deposited with any bank which does not comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*) or after being deposited with a bank that complied with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*), remain on deposit with any bank which thereafter does not comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*)

Section 5: Effective Date.

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

ADOPTED this 13th day of February 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th 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 13th day of February 2012.

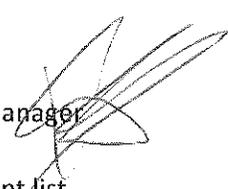
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois



COMMITTEE ITEM MEMO

ITEM: Proposed Items for Surplus

COMMITTEE DATE: January 23, 2012

PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager 

PURPOSE: Review of proposed surplus equipment list.

BUDGET AMOUNT: N/A

BACKGROUND:

Staff has identified several surplus items that are no longer utilized. A draft ordinance for surplus of these IT items is attached. The exhibit and list of surplus items will be expanded and finalized prior to the February meeting as the hardware installation process will result in additional items. The majority of the items will be destroyed and not sold on I-bid.

ATTACHMENTS:

1. None

STAFF RECOMMENDATION:

Staff recommends the Village Board discuss the proposed surplus. Staff recommends approval of the surplus. Staff will provide a brief update on the hardware installation.

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with a formal ordinance at the February 13, 2012 Board of Trustees meeting for Board consideration.

ORDINANCE NO. 2012-XX

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 13th DAY OF FEBRUARY 2012**

Published in pamphlet form by authority
of the corporate authorities of the
Village of Brookfield, Illinois,
the 13th DAY OF FEBRUARY 2013.

ORDINANCE NO. 2012-XX

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Brookfield (the "Village") are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, the Village owns certain personal property described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

WHEREAS, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth.

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

Section 1. Recitals.

The foregoing recitals are adopted as the corporate findings of the Village of Brookfield as if fully restated herein.

Section 2. Authorization. The Village Manger be and is hereby authorized and directed to place items on I-Bid for auction or dispose of the items as deemed appropriate by the Village Manager.

The corporate authorities hereby authorize the Village Manager to place personal property described in Exhibit "A" on I-Bid for auction or dispose of the items.

Section 3. Effective Date. This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 13rd DAY OF FEBRUARY 2012 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th 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 13th DAY OF FEBRUARY 2012.

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

EXHIBIT "A"

Dell Latitude D500 Laptop CN-04Y212-48643-34T-0482
HP IQ524 Touch Smart PC 3CR8471R3W

Additional items will be added prior to February 13, 2012 based on Finance Hardware installation process. Exhibit A will be modified.



COMMITTEE ITEM MEMO

ITEM: OSLAD Change Order Number One

COMMITTEE DATE: January 23, 2012

PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager 

PURPOSE: Outline the first change order for the OSLAD park project and provide a brief update of the progress of the park project.

BUDGET AMOUNT: \$48,000/Net savings of \$3,450

BACKGROUND:

Over the past two years the Village has been planning and executing the construction of a park with the assistance of OSLAD, Lyons Township and State funding. The Ehlert Park West project has been in the construction phase since the fall of 2011. Construction progress is currently on schedule.

Staff will review attached documentation for proposed change orders.

ATTACHMENTS:

-
1. N/A.

STAFF RECOMMENDATION:

Staff recommends the adoption approving Change Orders at the February 13 meeting.

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with a formal ordinance at the February 13, 2012 Board of Trustees meeting for Board consideration.

RESOLUTION NO. R - 2012 -

**A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. __ TO
CONTRACT WITH _____ FOR THE EHLERT PARK IMPROVEMENTS OF
THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS ____ DAY OF _____, 2012

RESOLUTION NO. R - 2012 -

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. __ TO CONTRACT WITH _____ FOR THE EHLERT PARK IMPROVEMENTS OF THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield entered into a contract with _____ for the Jaycee Ehlert Park Improvements in the Village of Brookfield;

WHEREAS, certain extra and additional work, specifically, _____ not foreseeable at the time of contracting is required to be performed; and

WHEREAS, it is in the best interests of the Village of Brookfield to approve an adjustment to the Contract Price of the contract with _____, in an amount not to exceed \$ _____; and

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

Section 2. Compliance with the Public Works Contract Change Order Act.

The corporate authorities find that this change order does not authorize or necessitate an increase in the contract price that is 50% or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price.

Section 3. Authorization.

The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a certain Change Order No. _____ to the contract by and between the Village of Brookfield, Illinois, and _____ for the Jaycee Ehlert Park Improvements project, which Change Order is attached hereto as Exhibit "A."

Section 4. Effective Date.

This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this _____ day of _____, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2012.

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

ATTESTED and filed in my office,
this _____ day of _____, 2012.

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

Exhibit A

Change Order No. __ - _____

Jaycee Ehlert Park Improvements
Village of Brookfield, Illinois

CHANGE ORDER

Change Order No. ____
Date: _____, 2012

**PROJECT: Village of Brookfield
Jaycee Ehlert Park Improvements**

OWNER: Village of Brookfield

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

_____.

Change to CONTRACT SUM:

Original CONTRACT SUM	\$
Net change to CONTRACT SUM by previously authorized Change Orders	\$
CONTRACT SUM prior to this Change Order	\$
Change to the CONTRACT SUM authorized by this Change Order	\$
CONTRACT SUM including this Change Order	\$

Change to CONTRACT TIME:

Original DATE OF SUBSTANTIAL COMPLETION	_____, 20__
Net change to by previously authorized Change Orders	___ calendar days
DATE OF SUBSTANTIAL COMPLETION prior to this Change Order	_____, 20__
Change authorized by this Change Order	___ calendar days
DATE OF SUBSTANTIAL COMPLETION as of the date of this Change Order	_____, 20__

Approved by:

Architect: Hitchcock Design Group

By: _____
Steve Konters

Contractor: _____

By: _____
_____, President

Owner: Village of Brookfield

By: _____
Michael J. Garvey, Village President



Memorandum

Date: January 18, 2012
To: Keith Sbiral, Village of Brookfield
From: Andy Howard, Hitchcock Design Group (HDG)

RE: Jaycee Ehlert Park West – Phase II – Change Order Proposal Summary
Project: 04-0802-002-x04-04-08

SBI proposal #3 – bedrock stone removal

Bedrock was encountered at shallow depths and was removed to install the 12" storm sewer at the specified depth.

SBI proposal #4 – concession building foundation

The concrete foundation for the concession building was thickened from 8" to 10" to provide a concrete ledge for the stone veneer.

SBI proposal #5 – eliminate stabilization construction entrance

The stone stabilization construction entrance was omitted from the project based on discussions with the contractor and the village that it was not needed.

SBI proposal #6 – Bedrock removal to Northeast inlet.

Bedrock was encountered at shallow depths and was removed to install the storm sewer pipe from the detention area to the Northeast inlet.

SBI proposal #7 – electrical feed to adjacent ball field storage buildings

Existing electrical feeds were discovered that led from the old concession building to the two buildings adjacent to the Babe Ruth and Little League fields. SBI's proposal is to run new conduit and wiring from the new concession building to the two ball field buildings.

SBI proposal #8 – Electrical revisions to concessions building

Final MEP plans were prepared after the bidding process per the village's direction. Revisions to the stamped electrical sheet E2 added flush mounted and floor mounted GFI receptacles to provide adequate GFI receptacles and convenience outlets for the two concession group's concession equipment.

SBI proposal estimate – bedrock removal in detention area

Bedrock was encountered at shallow depths within the detention basin area and will be removed on a time and materials basis to the indicated depths in the construction documents. SBI provided the village a bedrock removal estimate for this work.

cc: Steve Konters, Hitchcock Design Group (HDG)
Bill Inman, HDG

221 W. Jefferson Avenue
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com



Change Order Request Summary

Date: January 18, 2012
 RE: Jaycee Ehlert Park West - Phase One
 Project: 04-0802-004-x02-02-06

SBI Change Order Proposals				
Date	SBI proposal #		Description	Cost
11/1/2011	1		Upgrade concession building roof to Carribbean Blue	\$ 941.00
11/1/2011	2		Provide 400 amp panel in lieu of 200 amp panel	\$ 978.00
12/1/2011	3		Stone removal for 12" storm sewer	\$ 10,236.00
12/1/2011	4		Increase foundation wall thickness from 8" to 10"	\$ 300.00
12/1/2011	5		Eliminate stabillized construction entrance	\$ (3,450.00)
12/1/2011	6		Stone removal to N.E. inlet	\$ 2,660.00
12/12/2011	7		Electrical feed to adjacent buildings	\$ 7,820.00
12/12/2011	8		Revised Romtec E2 sheet dated 11/29/11	\$ 8,795.00
SBI proposal cost total:				\$ 28,280.00
SBI Change Order Estimate Proposal				
Date			Description	Cost
11/22/2011	see e-mail		Detention basin bedrock removal estimate	\$ 11,178.00
SBI estimated proposal cost total:				\$ 11,178.00
Prepared AIA Change Orders				
Date	SBI proposal #	Change Order #	Description	Cost
8/5/2011 approved	1 & 2	1	Upgrade concession building roof to Carribbean Blue Provide 400 amp panel in lieu of 200 amp panel	\$ 1,819.00
12/1/2011	3,4,5	2	Stone removal for 12" storm sewer Increase foundation wall thickness from 8" to 10" Eliminate stabillized construction entrance	\$ 7,086.00
Change order total:				\$ 8,905.00



Schaeffges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790
Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

December 1, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Stone Removal at 12” Storm Sewer
S.B.I. Proposal #3

Dear Steve,

The breakdown for the stone removal associated with the installation of the 12” storm sewer is as follows:

20' x 2.5' x .66'	33.00
100' x 2.5' x 1.66'	415.00
45' x 2.5' x .5'	56.25
90' x 2.5' x 1.33'	299.25
60' x 2.5' x 1'	150.00
40' x 2.5' x .66'	66.00
6' x 6' x 1.5'	54.00
4' x 4' x 2'	32.00
	1,105.5sq. ft. ÷ 27 = 40.944 cubic yards

40.944 cubic yards x \$250.00 = **\$10,236.11**

Please provide a change order for this work.

Sincerely,

Steve Karecki
Vice President

Acceptance of Proposal

By _____

Date _____

SK/cf

JAYCEE EHLERT PROP 3

350 LF 12" PVC SDR 26 @ 0.10%

Tree Protection, typ
(See detail 1 on L7.0)

Sawcut and remove
42 SF bituminous path
restore in kind

Sawcut and remove
25 SF PCC Sidewalk
restore in kind

Water Valve & Vault
Rim = 623.23
T/P = 618.13 6"

CB
Rim = 622.29
Inv = 620.04 6" SW

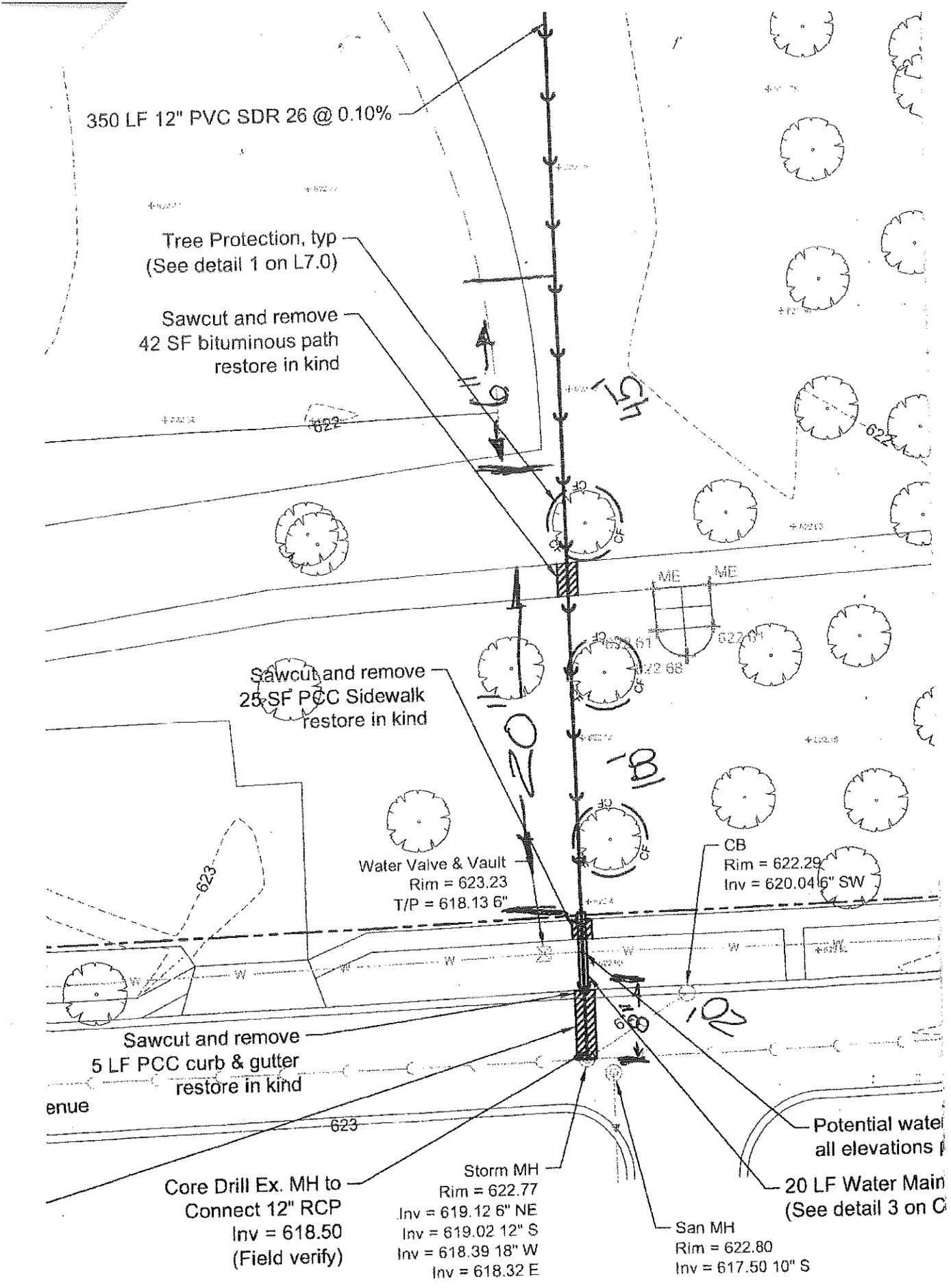
Sawcut and remove
5 LF PCC curb & gutter
restore in kind

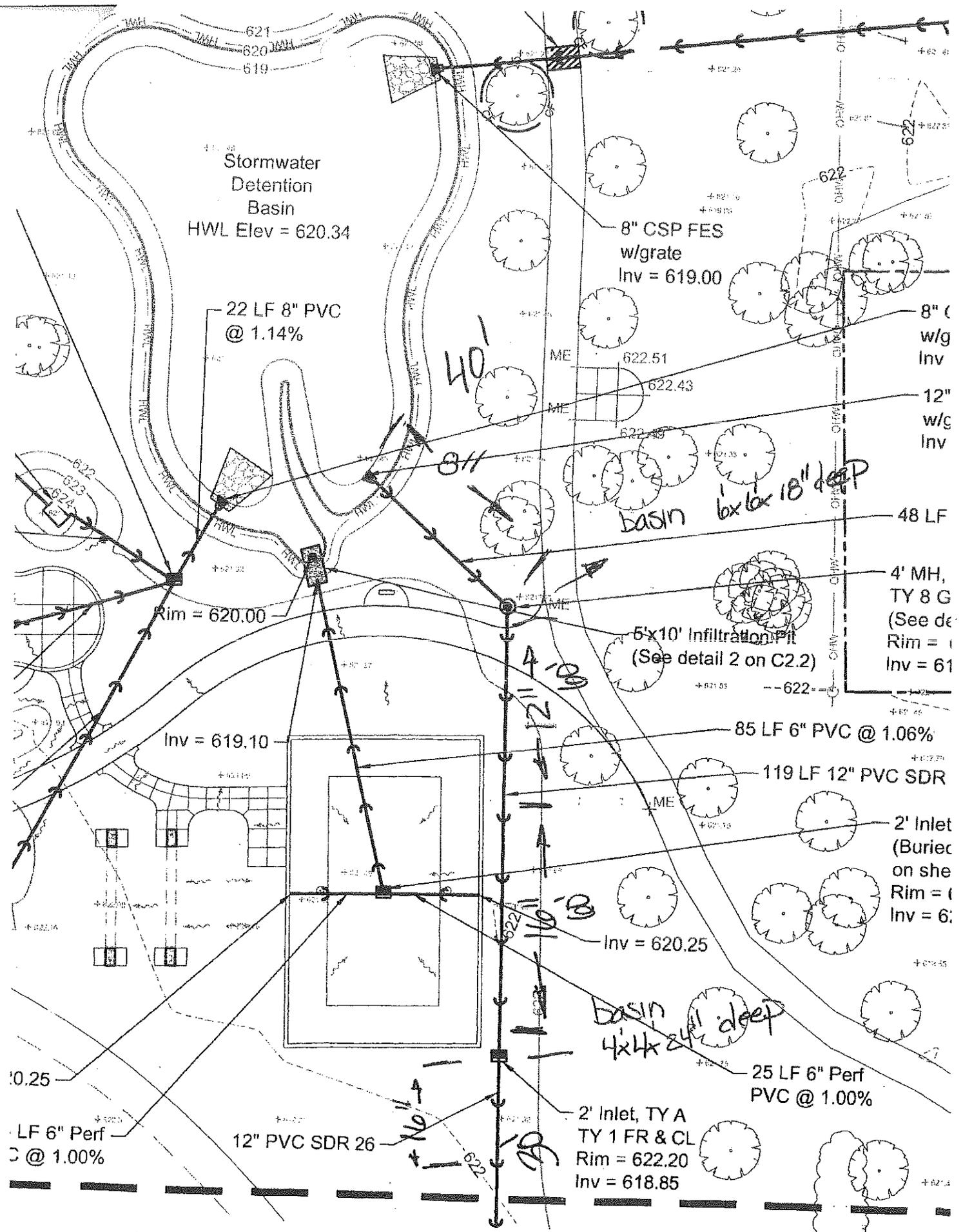
Core Drill Ex. MH to
Connect 12" RCP
Inv = 618.50
(Field verify)

Storm MH
Rim = 622.77
Inv = 619.12 6" NE
Inv = 619.02 12" S
Inv = 618.39 18" W
Inv = 618.32 E

San MH
Rim = 622.80
Inv = 617.50 10" S

Potential water
all elevations p
20 LF Water Main
(See detail 3 on C





Stormwater
Detention
Basin
HWL Elev = 620.34

22 LF 8" PVC
@ 1.14%

8" CSP FES
w/grate
Inv = 619.00

8" ()
w/g
Inv
12"
w/g
Inv

Basin
6x6x18" deep

48 LF

4' MH,
TY 8 G
(See de
Rim =
Inv = 61

5'x10' Infiltration Pit
(See detail 2 on C2.2)

Rim = 620.00

Inv = 619.10

85 LF 6" PVC @ 1.06%

119 LF 12" PVC SDR

2' Inlet
(Buried
on she
Rim =
Inv = 6:

Inv = 620.25

Basin
4x4x24" deep

25 LF 6" Perf
PVC @ 1.00%

12 LF 6" Perf
C @ 1.00%

12" PVC SDR 26

2' Inlet, TY A
TY 1 FR & CL
Rim = 622.20
Inv = 618.85





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December 1, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Concession Building Foundation
S.B.I. Proposal #4

Dear Steve,

The cost to increase the foundation wall thickness from 8” to 10” would be **\$300.00**.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Karecki".

Steve Karecki
Vice President

Acceptance of Proposal

By

Date

SK/cf

JAYCEE EHLERT PROP 4



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December 1, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Stabilization Construction Entrance
S.B.I. Proposal #5

Dear Steve,

The credit to eliminate the stabilization construction entrance is as follows:

75 c.y. x \$46.00 = \$3,450.00

Sincerely,


Steve Karecki
Vice President

Acceptance of Proposal

By

Date

SK/cf

JAYCEE EHLERT PROP 5



Schaeffes Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790
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December 12, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Stone Removal to N.E. Inlet
S.B.I. Proposal #6

Dear Steve,

The cost to remove the stone for the inlet at the North East corner of the project is as follows:

$$\begin{array}{r} 120' \times 2'-6'' \times 10'' \text{ deep} - 120 \times 2.5 \times 833 = 249.9 \text{ c.f.} \\ 30' \times 2'-6'' \times 6'' \text{ deep} - 30 \times 2.5 \times .5 = \underline{37.5 \text{ c.f.}} \\ 287.4 \text{ c.f.} \end{array}$$

$$287.4 \text{ c.f.} \div 27 = 10.64 \text{ c.y.} \times \$250 = \mathbf{\$2,660.00}$$

Please include this completed work on our next change order.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Karecki', is written over a horizontal line.

Steve Karecki
Vice President

SK/cf



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December 12, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Electrical Feed to Adjacent Buildings
S.B.I. Proposal #7

Dear Steve,

We propose to provide labor and material to feed and connect the two buildings adjacent to the Babe Ruth and Little league fields

This involves 300' of trench, 400' of conduit, wire, 2-40 amp circuit breakers and connections at each building.

The quote is based on connection to the existing exterior mounted conduit via a new weatherproof junction box. Work within the buildings has not been included. To keep costs as low as possible this is quoted using PVC conduits.

We are not including any restoration of the surface at this time.

The cost to perform the work is **\$7,820.00.**

Sincerely,

A handwritten signature in blue ink that reads 'Steve Karecki' with a stylized flourish at the end.

Steve Karecki
Vice President

Authorization to Proceed,

By

Date

SK/cf

JAYCEE EHLERT PROP 7



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December 12, 2011

Hitchcock Design Group
Attn: Steve Konters
221 W. Jefferson Ave.
Naperville, IL 60540

Re: Jaycee Ehlert Park – Revised E2 Drawing
S.B.I. Proposal #8

Dear Steve,

The revised sheet E2 dated 11/29/11 has the following changes

1. Add 7 flush mounted GFI receptacles.
2. Add 6 floor mounted receptacles.
3. Extend electric service 20'.
4. Add 14-20 amp circuit breakers
5. Feed mount and connect 1 additional electric panel.
- 6.

The cost to perform the additional work as outlined above is **\$8,795.00**.

Sincerely,

A handwritten signature in blue ink that reads "Steve Karecki" followed by a stylized flourish.

Steve Karecki
Vice President

Authorization to Proceed,

By

Date

SK/cf

JAYCEE EHLERT PROP 8