

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

**Monday, October 27, 2008
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

State Representative Bob Biggins – Recognition for \$30,000 Telephone Grant

**Swearing in of Probationary Police Officer Vincent Esposito
Probation expires September 29, 2009**

**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, October 13, 2008,
Committee of the Whole Meeting, Monday, October 13, 2008**

VI. REPORTS OF SPECIAL COMMITTEES

Finance, Administration

Trustee Ketchmark
Corporate Warrant #910
Recreation Warrant #193

Conservation, Beautification, Plan Commission
Senior Citizen Liaison
Recreation
Public Works, Zoning
Public Safety, Special Events
Chamber of Commerce
Economic Development, Library,
Brookfield Zoo, WCMC

Trustee Edwards
Trustee Prause
Trustee Towner
Trustee LeClere
Trustee Hall
President Garvey

VII. New Business

- A. Resolution 2008-696** – A Resolution Approving and Adopting an Identify Theft Prevention Program for the Village of Brookfield, Illinois
- B. Resolution 2008-697** - A Resolution Authorizing the Execution of an Agreement for Leaf Disposal in the Village of Brookfield, Illinois
- C. Ordinance 2008-81** – An Ordinance Authorizing the Sale of Surplus Personal Property of the Village of Brookfield
- D. Ordinance 2008-82** – An Ordinance Amending Chapter 18 entitled “Motor Vehicle and Traffic” of Village Code of the Village of Brookfield, Cook County, Illinois
- E. Ordinance 2008-84** – An Ordinance Amending Sections 03-2 entitled “License Required” and 03-32 entitled “Classes, Hours and Fees” of Chapter 3 entitled “Alcoholic Liquor” of the Village of Brookfield Code of Ordinances

VIII. Managers Report

IX. Adjournment

Fire and Police Commission

8820 Brookfield Avenue

Brookfield, Illinois 60513

(708) 485-7344 ext. 310

Fax (708) 485-4971



Since 1893

Sharon L. Skweres, Chairman
Sean Shanahan, Secretary
Alan Dorobiala, Commissioner

October 17, 2008

The Honorable Michael Garvey
Village President
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Dear President Garvey:

The Brookfield Fire and Police Commission requests the swearing in of Probationary Police Officer Vincent Esposito to probationary status at the Village of Brookfield Board Meeting to be conducted on Monday, October 27, 2008, at 6:30 p.m. Probationary Police Officer Esposito began his employment with the Brookfield Police Department on September 29, 2008. Thank you for your assistance in this matter.

Sincerely,

Sharon L. Skweres

cc: Village Manager Riccardo Ginex
Assistant to the Village Manager Theresa Mariani Coady
Chief of Police Steve Stelter
Deputy Chief Jeffrey Leh
Probationary Police Officer Vincent Esposito

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	2,177.60	01-40-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	3,165.73	01-40-5035		22690	10178
REFUND - PICNIC DEPOSIT	VOID	50.00CR	01-40-4293		18340	42939
REFUND - OVERPAYMENT	OVERPAYMENT-ART PROGRAM KATHRYN BROOKS	10.00	01-41-4499		18341	42950
REFUND - CLASS CANCELLED	SOCCER PROGRAM CANCELLED SARAH HINOJOSA	75.00	01-48-4483		18327	42951
REFUND - CLASS CANCELLED	SOCCER PROGRAM CANCELLED D. KEELING	75.00	01-48-4483		18327	42952
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-SKV59318	21.00	01-40-5460	328972	3102	42954
CANON BUSINESS SOLUTIONS, INC	SUMMARY USAGE-SKV59318	12.78	01-40-5460	314150	3102	42954
NANCY HERATY	YOGA PROGRAM-11/3-12/15/	940.80	01-48-4487		8375	42955
SPRA	2009 DUES	24.00	01-40-5550		19566	42956
VISA	VISA PURCHASES 4121 6362 7010 0123	200.40	01-40-5370		22905	42957
VISA	VISA PURCHASES	26.14	01-40-5615		22905	42957
VISA	VISA PURCHASES	440.00	01-40-5810		22905	42957
VISA	VISA PURCHASES	343.59	01-46-5690		22905	42957
	TOTAL EXPENDITURES	<u>7,462.04</u>	1-00-1021			

CHECK	VENDOR	AMOUNT
10178	22690 VILLAGE OF BROOKFIELD	285,503.51
60664	23675 WESTFIELD FORD	12,000.00
60819	3338 CHICAGO TROLLEY CO.	385.00
60820	23675 WESTFIELD FORD	12,000.00
60821	23500 WSCOPA	90.00
60822	19800 SUBURBAN GENERAL CONST., INC.	500.00
60823	18336 REFUND - MISC	30.00
60825	1020 A & M PARTS INC.	419.82
60826	1103 ACCURATE DOCUMENT DESTRUCTION	57.50
60827	1108 ACCURATE TANK TECHNOLOGIES	450.00
60828	1155 ADVANTAGE CHEVROLET	115.58
60829	1250 AIRGAS NORTH CENTRAL	140.52
60830	1595 ANIMAL WELFARE LEAGUE	136.50
60831	1779 AT & T	33.02
60832	1781 AT & T	3,414.57
60833	1784 ATLAS COMPANIES	828.43
60834	1814 AVALON PETROLEUM CO.	20,255.30
60835	2065 THE BANK OF NEW YORK MELLON	750.00
60836	2276 BHAKTA MEDICAL ASSOC	285.00
60837	2340 BLUE CROSS BLUE SHIELD OF IL	105,108.32
60838	2400 BOUND TREE MEDICAL, LLC	2,118.69
60839	2580 BROOKFIELD AUTO SUPPLY	4.95
60840	2605 BROOKFIELD EXPRESS CAR WASH	132.00
60841	2720 BROOKFIELD TRUE VALUE HARDWAR	200.00
60842	2890 JAMES BURDETT	212.46
60843	3055 CALL ONE	239.48
60844	3102 CANON BUSINESS SOLUTIONS, INC	117.15
60845	3272 CHICAGO BADGE & INSIGNIA CO.	628.89
60846	3280 CHICAGO INTL TRUCKS, LLC	146.48
60847	3380 J. CIZEK & SONS, INC.	4,455.50
60848	3560 COMED	16,509.02
60849	3585 COMMUNICATIONS DIRECT INC.	160.00
60850	3850 CVS PHARMACY	205.41
60851	4320 DELTA DENTAL OF ILLINOIS	8,469.92
60852	4880 DUPAGE TOPSOIL INC.	295.00
60853	4905 DYNAMEX, INC.	36.78
60854	6070 FALCON ASSOCIATES INC.	135.00
60855	6108 FEDEX	69.58
60856	6630 JOSEPH D. FOREMAN & CO., INC.	152.00
60857	6652 FOSTER'S TRUCK REPAIR	300.00
60858	7160 GCG FINANCIAL	1,607.67
60859	7191 GE CAPITAL	180.00
60860	7276 RICCARDO GINEX	61.75
60861	7740 GRAINGER	449.10
60862	7883 GROOT INDUSTRIES, INC.	104,567.46
60863	8080 HANCOCK ENGINEERING	111,333.73
60864	8120 HANSON AGGREGATES INC.	596.92
60865	8200 HARLEM PLUMBING SUPPLY	52.55
60866	9054 ICE MOUNTAIN	194.43
60867	9933 IRMA	5,338.87

CHECK	VENDOR	AMOUNT
60868	10100 J&L ELECTRONIC SERVICE, INC.	747.00
60869	10200 JACK'S INC.	101.20
60870	10300 JIMMY DIESEL	119.12
60871	10830 JULIE, INC.	118.80
60872	11055 KAGO INC.	4.38
60873	11238 THE KENNETH CO.	130,712.72
60874	12345 LAWSON PRODUCTS, INC.	404.72
60875	13392 MENARDS-HODGKINS	91.34
60876	13406 M.E. SIMPSON CO., INC.	525.00
60877	13540 MIDWAY TRUCK PARTS	408.59
60878	13552 MIDWEST METER INC.	6,194.26
60879	13553 MIDWEST HEALTH WORKS	423.00
60880	13613 MINER ELECTRONICS CORP	316.50
60881	13737 MONARCH GRAPHIC & PRINTING SV	80.00
60882	13775 MORNING, NOON & NIGHT PLUMBIN	3,000.00
60883	14100 J. NARDULLI CONCRETE, INC.	91,296.96
60884	14315 NATIONAL INSURANCE SERVICES	594.76
60885	14720 NORTH EAST MULTI-REGIONAL TRN	60.00
60886	16246 PATTEN INDUSTRIES, INC.	278.35
60887	16532 PITNEY BOWES	436.00
60888	16615 PORTABLE JOHN, INC..	471.00
60889	16673 PRAIRIE MATERIAL SALES, INC.	333.00
60890	16704 PRIORITY PRINT	313.75
60891	17017 QUARRY MATERIALS, INC.	2,160.18
60892	18398 RELIABLE MATERIALS LYONS LLC	320.00
60893	18644 RIVERSIDE MANUFACTURING CO.	145.35
60894	18707 ROMEOVILLE FIRE ACADEMY	410.00
60895	18765 ROYAL OFFICE PRODUCTS	28.82
60896	19238 SECRETARY OF STATE-DRIVER SVC	30.00
60897	19333 SHEMIN NURSERIES, INC.	383.00
60898	19337 SHERWIN INDUSTRIES, INC.	349.25
60899	19340 THE SHERWIN-WILLIAMS CO.	39.00
60900	19350 SHORE GALLERIES, INC.	1,044.62
60901	19396 SIGN UP SIGN CO.	155.00
60902	19535 SPEAKEASY NETWORK	917.36
60903	19564 SPORTSFIELD, INC.	17,150.00
60904	19580 SSCS	3,045.00
60905	19702 JOAN STEWART	34.88
60906	19748 STORINO, RAMELLO & DURKIN	34,774.84
60907	19805 SUBURBAN LABORATORIES, INC.	315.00
60908	19815 SUBURBAN LIFE PUBLICATIONS	1,689.76
60909	20240 TERMINAL SUPPLY CO	39.80
60910	20597 THOMPSON, ROSENTHAL & WATTS	576.00
60911	20731 TRAFFIC CONTROL & PROTECTION	942.60
60912	20870 TRUGREEN CHEMLAWN	2,322.00
60913	20890 TURTLE WAX CAR WASH A/R	75.25
60914	21445 UNIFIRST CORPORATION	298.53
60915	22790 VILLAGE OF RIVERSIDE	243.31
60916	23384 BRIGID WEBER	44.00
60917	23390 WEDNESDAY JOURNAL	220.00

VILLAGE OF BROOKFIELD
RUN - 10/22/08

A/P CHECK REGISTER
WARRANT 910 10-27-08

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CHECK	VENDOR	AMOUNT
60918	23489 WEST COOK COUNTY SOLID WASTE	27,267.23
60919	23500 WSCOPA	45.00
60920	26200 ZEP MANUFACTURING CO.	421.59

103 CHECKS PRINTED

\$1,033,991.68

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	10,316.12	01-10-5020		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	498.66	01-10-5110		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	2,462.88	01-12-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	99.86	01-12-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	185.01	01-12-5110		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	4,292.96	01-13-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	7,390.40	01-13-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	1,498.30	01-13-5030		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	230.90	01-13-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	1,008.87	01-13-5110		22690	10178
VILLAGE OF BROOKFIELD	SUI-10/17/08	26.52	01-13-5190		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	7,118.72	01-19-5025		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	529.96	01-19-5110		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	3,538.47	01-20-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	87,159.68	01-20-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	5,165.16	01-20-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	3,311.34	01-20-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	2,087.29	01-20-5110		22690	10178
VILLAGE OF BROOKFIELD	SUI-10/17/08	309.54	01-20-5190		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	3,665.43	01-25-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	68,438.95	01-25-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	1,494.38	01-25-5035		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	12,744.21	01-25-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	1,241.32	01-25-5110		22690	10178
VILLAGE OF BROOKFIELD	SUI-10/17/08	50.81	01-25-5190		22690	10178

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	4,937.02	01-30-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	30,024.80	01-30-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	988.00	01-30-5035		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	352.72	01-30-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	2,703.31	01-30-5110		22690	10178
VILLAGE OF BROOKFIELD	SUI-10/17/08	33.59	01-30-5190		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	403.90	01-40-5110		22690	10178
VILLAGE OF BROOKFIELD	SUI-10/17/08	82.34	01-40-5190		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	2,396.51	61-61-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	13,211.04	61-61-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	442.18	61-61-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	1,156.72	61-61-5110		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	2,396.53	62-61-5020		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	1,238.08	62-61-5025		22690	10178
VILLAGE OF BROOKFIELD	P/R DATED 10/17/08	33.29	62-61-5040		22690	10178
VILLAGE OF BROOKFIELD	FICA & MEDICARE-10/17/08	237.74	62-61-5110		22690	10178
WESTFIELD FORD	2009 FORD FOCUS FOR BLDG DEPT INSPECTORS	12,000.00	01-10-5910		23675	60664
CHICAGO TROLLEY CO.	50% DEPOSIT FOR TROLLEY	385.00	01-50-5460		3338	60819
WESTFIELD FORD	2009 FORD FOCUS FOR BLDG DEPT INSPECTORS	12,000.00	01-10-5910		23675	60820
WSCOPA	MEDIA RELATIONS TRAINING CRS-CHIEF STELTER & LT PETRAK	90.00	01-20-5590		23500	60821
SUBURBAN GENERAL CONST., INC.	REFUND OF HYDRANT METER MINUS WATER USED	500.00	61-00-2610		19800	60822
REFUND - MISC	OVERPAID ON PARKING TICK AMANDA PETERLIN	30.00	01-20-4540		18336	60823

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
A & M PARTS INC.	CABIN AIR FILTER	37.64	01-34-5380	786788	1020	60825
A & M PARTS INC.	VACUUM HOSE	30.84	01-34-5380	787568	1020	60825
A & M PARTS INC.	PARTS FOR #11	240.72	01-34-5380	787843	1020	60825
A & M PARTS INC.	SHOP VACUUM	110.62	01-34-5690	787850	1020	60825
ACCURATE DOCUMENT DESTRUCTION	SHREDDING CHARGES	57.50	01-13-5540	581445	1103	60826
ACCURATE TANK TECHNOLOGIES	CP CORROSION TESTING	450.00	01-34-5450	14270	1108	60827
ADVANTAGE CHEVROLET	SENSOR FOR #1	52.90	01-34-5380	184314	1155	60828
ADVANTAGE CHEVROLET	PARTS FOR #1	62.68	01-34-5380	184315	1155	60828
AIRGAS NORTH CENTRAL	MEDICAL OXYGEN	44.58	01-25-5330	522835	1250	60829
AIRGAS NORTH CENTRAL	WELDING GASES	95.94	01-34-5380	518180	1250	60829
ANIMAL WELFARE LEAGUE	SEPTEMBER 08 STRAYS	136.50	01-20-5299	4209	1595	60830
AT & T	LONG DIST CHG-485-6045	33.02	01-30-5580		1779	60831
AT & T	387-2733	32.10	01-10-5580		1781	60832
AT & T	387-2650	1,780.81	01-10-5580		1781	60832
AT & T	485-2266	25.27	01-10-5580		1781	60832
AT & T	485-3277	25.39	01-10-5580		1781	60832
AT & T	E911-847-734-5955	1,196.37	01-19-5580		1781	60832
AT & T	387-2561	84.43	01-19-5580		1781	60832
AT & T	387-1350	29.16	01-20-5580		1781	60832
AT & T	485-2499	25.52	01-30-5580		1781	60832
AT & T	485-5595	132.07	01-30-5580		1781	60832
AT & T	485-6045	83.45	01-30-5580		1781	60832
ATLAS COMPANIES	PARTS FOR VLG VEHICLES	761.03	01-34-5380	B82450	1784	60833
ATLAS COMPANIES	PARTS FOR VLG VEHICLES	67.40	01-34-5380	B82459	1784	60833
AVALON PETROLEUM CO.	DIESEL FUEL	3,065.30	01-34-5650		1814	60834

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
AVALON PETROLEUM CO.	PREMIUM FUEL	14,171.50	61-62-5650	526620	1814	60834
AVALON PETROLEUM CO.	DIESEL FUEL	3,018.50	61-62-5650	60079	1814	60834
THE BANK OF NEW YORK MELLON	PAYING AGENT & REGISTRAR BROOKFIELD DTD 7/15/98	150.00	31-00-7110	76846	2065	60835
THE BANK OF NEW YORK MELLON	PAYING AGENT & REGISTRAR BROOKFIELD 1998A	300.00	31-00-7110	76844	2065	60835
THE BANK OF NEW YORK MELLON	PAYING AGENT & REGISTRAR BROOKFIELD 1998B	300.00	31-00-7110	76845	2065	60835
BHAKTA MEDICAL ASSOC	PRE-EMPLOYMENT EXAM VINCENT ESPOSITO	285.00	01-03-5280		2276	60836
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	2,734.46	01-10-5150	51133	2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	496.20	01-12-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	4,138.02	01-13-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	3,232.44	01-19-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	41,809.04	01-20-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	27,231.18	01-25-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	16,109.91	01-30-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	2,030.02	01-40-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	5,072.40	61-61-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	1,240.52	61-61-5150		2340	60837
BLUE CROSS BLUE SHIELD OF IL	HEALTH INS-NOV 08	1,014.13	62-61-5150		2340	60837
BOUND TREE MEDICAL, LLC	CPAP STARTER KIT	1,996.00	01-25-5640	160537	2400	60838
BOUND TREE MEDICAL, LLC	OHMEDA FEMALE & MALE QUI CONNECT	122.69	01-25-5640	156164	2400	60838
BROOKFIELD AUTO SUPPLY	PARTS FOR FIRE EQUIPMENT	4.95	01-25-5380	228866	2580	60839
BROOKFIELD EXPRESS CAR WASH	PD CAR WASHES	120.00	01-20-5380	2263	2605	60840
BROOKFIELD EXPRESS CAR WASH	PD CAR WASHES	12.00	01-20-5380	2264	2605	60840
BROOKFIELD TRUE VALUE HARDWARE	FIRE DEPT SUPPLIES	115.63	01-25-5690		2720	60841

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
BROOKFIELD TRUE VALUE HARDWARE	DPW SUPPLIES	84.37	01-35-5690		2720	60841
JAMES BURDETT	CREDIT FOR CLASSES AT LE UNIVERSITY	180.00	01-20-5065		2890	60842
JAMES BURDETT	REIMBURSEMENT FOR 4 CAME BATTERIES	32.46	01-20-5675		2890	60842
CALL ONE	LOCAL & LONG DIST SVC 1010-4340-0000	239.48	01-25-5580		3055	60843
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PROG-SXP1779	70.00	01-20-5350	328209	3102	60844
CANON BUSINESS SOLUTIONS, INC	SUMMARY USAGE-SXP17795	5.15	01-20-5350	316424	3102	60844
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PROG-SKV5917	42.00	01-30-5540	328287	3102	60844
CHICAGO BADGE & INSIGNIA CO.	BADGE-DEPUTY CHIEF/RETIR	99.60	01-20-5610	9194	3272	60845
CHICAGO BADGE & INSIGNIA CO.	BADGES-CHIEF, DEPUTY CHI LTS	290.49	01-20-5765	9187	3272	60845
CHICAGO BADGE & INSIGNIA CO.	POLICE OFFICER BADGES	238.80	01-20-5765	9202	3272	60845
CHICAGO INTL TRUCKS, LLC	PARTS FOR VEHICLES	146.48	01-34-5380	239233	3280	60846
J. CIZEK & SONS, INC.	DEPOSIT FOR NEW WINDOWS STATION 2	4,455.50	01-25-5280		3380	60847
COMED	MASTER ACCT-37460-88025	16,509.02	01-36-5775		3560	60848
COMMUNICATIONS DIRECT INC.	REMOTE MIC	160.00	01-25-5310	96375	3585	60849
CVS PHARMACY	FIRE DEPT PURCHASES 6005 4320 4403 9516	205.41	01-25-5690		3850	60850
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	13.57	01-10-5160	175346	4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	305.13	01-10-5160	175345	4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	27.42	01-12-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	343.70	01-13-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	263.04	01-19-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	3,369.18	01-20-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	99.72	01-20-5160		4320	60851

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	2,153.57	01-25-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	35.44	01-30-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	1,243.02	01-30-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	102.84	01-40-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	51.56	61-61-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	116.36	61-61-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	260.96	61-61-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	1.70	62-61-5160		4320	60851
DELTA DENTAL OF ILLINOIS	DENTAL INS-NOV 08	82.71	62-61-5160		4320	60851
DUPAGE TOPSOIL INC.	SEMI PULV	295.00	01-33-5655	28027	4880	60852
DYNAMEX, INC.	MESSENGER SVC	36.78	01-01-5680	355557	4905	60853
FALCON ASSOCIATES INC.	JOB POSTING-FINANCE DIR	135.00	01-12-5299	4858	6070	60854
FEDEX	PKG DELIVERY SVC 1830-5215-2	69.58	01-10-5799	35088	6108	60855
JOSEPH D. FOREMAN & CO., INC.	2 1/2 EDDY NOZZLE LEAD TOOL	152.00	61-62-5710	242977	6630	60856
FOSTER'S TRUCK REPAIR	SAFETY INSPECTIONS	300.00	01-34-5380	21834	6652	60857
GCG FINANCIAL	INS ADM FEES-NOV 08	40.13	01-10-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	21.77	01-12-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	60.59	01-13-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	47.46	01-19-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	644.08	01-20-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	400.19	01-25-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	251.99	01-30-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	30.48	01-40-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	76.18	61-61-5150		7160	60858

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
GCG FINANCIAL	INS ADM FEES-NOV 08	18.13	61-61-5150		7160	60858
GCG FINANCIAL	INS ADM FEES-NOV 08	16.67	62-61-5150		7160	60858
GE CAPITAL	TOSHIBA COPIER SYSTEM ID #90133496015	180.00	01-25-5350	602699	7191	60859
RICCARDO GINEX	REIMBURSEMENT FOR INTERN	45.95	01-13-5580		7276	60860
RICCARDO GINEX	REIMBURSEMENT FOR CELL PHONE USAGE	15.80	01-14-5580		7276	60860
GRAINGER	AIR HOSE	129.60	01-25-5305	573468	7740	60861
GRAINGER	WATER HEATER	319.50	61-62-5710	264646	7740	60861
GROOT INDUSTRIES, INC.	RESIDENTIAL YARD WASTE-O	23,172.89	62-61-5480	584308	7883	60862
GROOT INDUSTRIES, INC.	FLOOD CLEAN UP	22,842.00	62-61-5480	60878	7883	60862
GROOT INDUSTRIES, INC.	DUMPING CHARGES	2,695.87	62-61-5480	121458	7883	60862
GROOT INDUSTRIES, INC.	RESIDENTIAL SVC-OCT 08	55,856.70	62-61-5480	584307	7883	60862
HANCOCK ENGINEERING	GRAND BLVD IMPROVEMENTS	16,751.50	11-00-5240	280656	8080	60863
HANCOCK ENGINEERING	BROADWAY AVE IMPROVEMENT	2,175.13	11-00-5240	280634	8080	60863
HANCOCK ENGINEERING	PRAIRIE AVE IMPROVEMENTS	1,651.72	11-00-5240	280633	8080	60863
HANCOCK ENGINEERING	PEDESTRIAN BRIDGE	2,672.38	11-00-5240	280636	8080	60863
HANCOCK ENGINEERING	WASHINGTON AVE IMPROVEME	18,061.00	11-00-5240	280635	8080	60863
HANCOCK ENGINEERING	2008 STREET IMPROVEMENTS	21,148.00	42-00-5240	280657	8080	60863
HANCOCK ENGINEERING	2007 STREET IMPROVEMENTS	37,434.00	42-00-5240	280655	8080	60863
HANCOCK ENGINEERING	METRA GRANT-COMMUTER LOT	9,861.00	42-00-5240	280645	8080	60863
HANCOCK ENGINEERING	ROCKEFELLER ON-SITE PARK IMPROVEMENTS	895.00	42-00-5240	280638	8080	60863
HANCOCK ENGINEERING	2008 FLOOD INS RATE MAP	684.00	61-62-6450	280648	8080	60863
HANSON AGGREGATES INC.	QCQA CM11	145.34	61-62-5730	50850	8120	60864
HANSON AGGREGATES INC.	QCQA CM11	77.66	61-62-5730	55426	8120	60864
HANSON AGGREGATES INC.	QCQA CM11	229.15	61-62-5730	53761	8120	60864

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
HANSON AGGREGATES INC.	QCQA CM11	144.77	61-62-5730	54173	8120	60864
HARLEM PLUMBING SUPPLY	PLUMBING SUPPLIES	24.95	61-62-5710	18509	8200	60865
HARLEM PLUMBING SUPPLY	PLUMBING SUPPLIES	27.60	61-62-5710	18451	8200	60865
ICE MOUNTAIN	BOTTLED WATER	45.92	01-01-5799	252324	9054	60866
ICE MOUNTAIN	BOTTLED WATER	148.51	01-36-5690	908801	9054	60866
IRMA	SEPT 08 DEDUCTIBLE	5,338.87	01-12-5520		9933	60867
J&L ELECTRONIC SERVICE, INC.	RADIO ROOM EXTRAS	352.00	01-20-5310	82441C	10100	60868
J&L ELECTRONIC SERVICE, INC.	ELEVATOR PHONE MODULE	395.00	01-20-5310	82439C	10100	60868
JACK'S INC.	18V NI-CAD CHARGER	101.20	01-33-5715	34017	10200	60869
JIMMY DIESEL	PRESSURE SWITCH	119.12	01-34-5450	830012	10300	60870
JULIE, INC.	SEPT 08 LOCATES	118.80	61-62-5595	080168	10830	60871
KAGO INC.	SOD	4.38	01-33-5475	6690	11055	60872
THE KENNETH CO.	JAYCEE/EHLERT PARK	130,712.72	43-00-6350		11238	60873
LAWSON PRODUCTS, INC.	INTERNAL PIPE WRENCH 36PC BORE BRUSH SET	189.80	01-34-5715	371994	12345	60874
LAWSON PRODUCTS, INC.	5" CONT NUT DRILL PRESS	214.92	01-34-5715	376651	12345	60874
MENARDS-HODGKINS	DPW SUPPLIES	41.37	01-33-5715	31515	13392	60875
MENARDS-HODGKINS	DPW SUPPLIES	8.15	61-62-5305	29243	13392	60875
MENARDS-HODGKINS	DPW SUPPLIES	41.82	61-62-5305	29185	13392	60875
M.E. SIMPSON CO., INC.	LEAK LOCATION SVC 3131 VERNON	525.00	61-62-5790	17591	13406	60876
MIDWAY TRUCK PARTS	MISC PARTS FOR VEHICLES	129.92	01-34-5380	507409	13540	60877
MIDWAY TRUCK PARTS	MISC PARTS FOR VEHICLES	58.67	01-34-5380	507639	13540	60877
MIDWAY TRUCK PARTS	MISC PARTS FOR VEHICLES	220.00	01-34-5380	507668	13540	60877
MIDWEST METER INC.	BF ZOO METER PARTS	6,194.26	61-62-5390	1982	13552	60878
MIDWEST HEALTH WORKS	RETURN TO WORK PHYSICAL	95.00	01-13-5299	12520	13553	60879

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	GORDON SEABERG					
MIDWEST HEALTH WORKS	RANDOM DRUG SCREENINGS	328.00	01-30-5280	12614	13553	60879
MINER ELECTRONICS CORP	MONTHLY MAINT-NOV 08	316.50	01-34-5380	94124	13613	60880
MONARCH GRAPHIC & PRINTING SVC	3 PART PRISONER PROPERTY INVENTORY SHEET	80.00	01-20-5630	7091	13737	60881
MORNING, NOON & NIGHT PLUMBING	RETURN OF PARKWAY/STREET OPENINGS-4119 MADISON	3,000.00	01-13-4815		13775	60882
J. NARDULLI CONCRETE, INC.	PAY EST #9 & FINAL-2007 STREET IMPV	48,089.99	42-00-6300		14100	60883
J. NARDULLI CONCRETE, INC.	PAY EST #8-2006 STREET I	43,206.97	42-00-6300		14100	60883
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	33.02	01-10-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	7.80	01-12-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	37.44	01-13-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	21.84	01-19-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	187.46	01-20-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	137.80	01-25-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	107.25	01-30-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	5.20	01-40-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	46.67	61-61-5140		14315	60884
NATIONAL INSURANCE SERVICES	LIFE INS PREMIUMS-NOV 08	10.28	62-61-5140		14315	60884
NORTH EAST MULTI-REGIONAL TRN	CANCELLATION FEE-BREATH ALCOHOL TESTING	60.00	01-20-5590	111685	14720	60885
PATTEN INDUSTRIES, INC.	REPLACED WINDOW IN EXIST FRAME	278.35	01-34-5450	152561	16246	60886
PITNEY BOWES	RENTAL CHARGES-9498214	436.00	01-10-5680		16532	60887
PORTABLE JOHN, INC..	POTTY RENTAL-JC/EHLERT P	471.00	01-35-5460	146748	16615	60888
PRAIRIE MATERIAL SALES, INC.	4000 PSI A/E	333.00	61-62-5730	129662	16673	60889
PRIORITY PRINT	PERSONNEL ACTION REPORTS	188.35	01-10-5799		16704	60890

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
PRIORITY PRINT	PROPERTY RESALE	125.40	01-13-5540	81034	16704	60890
QUARRY MATERIALS, INC.	N50 SURFACE	587.40	61-62-5735	32467	17017	60891
QUARRY MATERIALS, INC.	N50 SURFACE	1,572.78	61-62-5735	32441	17017	60891
RELIABLE MATERIALS LYONS LLC	DUMP MIXED DIRT/CLAY	320.00	62-61-5480	68322	18398	60892
RIVERSIDE MANUFACTURING CO.	NAVY TROUSERS	103.90	01-20-5765	99116	18644	60893
RIVERSIDE MANUFACTURING CO.	PD UNIFORMS	41.45	01-20-5765	90817	18644	60893
ROMEOVILLE FIRE ACADEMY	FIRE FIGHTER III CLASS DANIEL BALSIGER	410.00	01-25-5065	08-111	18707	60894
ROYAL OFFICE PRODUCTS	CD LABELS, PAPER CD/DVD SLEEVES	28.82	01-12-5670	644474	18765	60895
SECRETARY OF STATE-DRIVER SVC	SUSPENSION OF DRIVERS LI PRIVILEGES	30.00	01-20-5490		19238	60896
SHEMIN NURSERIES, INC.	FLOWERS FOR BEAUTIFICATI COMMITTEE	258.00	01-02-4910	703885	19333	60897
SHEMIN NURSERIES, INC.	PLANTS FOR AROUND CZECH TERRACE METER	125.00	61-62-5390		19333	60897
SHERWIN INDUSTRIES, INC.	50LB GLASS BEADS TYPE 1 DV HI WARE YELLOW PAINT	349.25	01-36-5750	30467	19337	60898
THE SHERWIN-WILLIAMS CO.	5GL GTR-TOP STRAIN	39.00	01-36-5750	8722-1	19340	60899
SHORE GALLERIES, INC.	AMMO	1,044.62	01-20-5605	90351	19350	60900
SIGN UP SIGN CO.	MISC SIGNS FOR VILLAGE H	155.00	01-31-5310	101308	19396	60901
SPEAKEASY NETWORK	T1 LINE CHARGES	917.36	01-25-5580	579493	19535	60902
SPORTSFIELD, INC.	RENOVATIONS COMPLETED PE CONTRACT-LITTLE LEAGUE INFIELD	17,150.00	01-35-6350	208843	19564	60903
SSCS	PROGRAMMING SVC FOR NEW METER SYSTEM-JUN 08	3,045.00	61-62-6450		19580	60904
JOAN STEWART	EXPENSES FOR GARDEN CONT	34.88	01-02-5690		19702	60905
STORINO, RAMELLO & DURKIN	ORDINANCE VIOLATION PROS	952.55	01-11-5250	45096	19748	60906
STORINO, RAMELLO & DURKIN	BOARD OF TRUSTEE MEETING	988.22	01-11-5270	45092	19748	60906

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
STORINO, RAMELLO & DURKIN	COMMITTEE OF THE WHOLE M	1,020.00	01-11-5270	45093	19748	60906
STORINO, RAMELLO & DURKIN	BLI GENERAL LEGAL MATTER	264.70	01-11-5270	45097	19748	60906
STORINO, RAMELLO & DURKIN	OGDEN AVE TIF	425.00	01-11-5270	45100	19748	60906
STORINO, RAMELLO & DURKIN	LABOR NEGOTIAIONS VOB VS IL FOP	821.30	01-11-5270	45138	19748	60906
STORINO, RAMELLO & DURKIN	SOUTHVIEW AVE ROW	4,494.17	01-12-5270	45099	19748	60906
STORINO, RAMELLO & DURKIN	SA #330	989.40	32-00-5270	45098	19748	60906
STORINO, RAMELLO & DURKIN	ORDINANCES	3,402.20	61-61-5270	45094	19748	60906
STORINO, RAMELLO & DURKIN	GENERAL LEGAL MATTERS	11,226.60	61-61-5270	45091	19748	60906
STORINO, RAMELLO & DURKIN	RESOLUTIONS	1,568.60	61-61-5270	45095	19748	60906
STORINO, RAMELLO & DURKIN	SA #355	1,336.20	62-61-5270	45105	19748	60906
STORINO, RAMELLO & DURKIN	SA #352	1,408.22	62-61-5270	45102	19748	60906
STORINO, RAMELLO & DURKIN	SA #356	1,531.22	62-61-5270	45106	19748	60906
STORINO, RAMELLO & DURKIN	SA #351	1,598.34	62-61-5270	45101	19748	60906
STORINO, RAMELLO & DURKIN	SA #354	1,328.70	62-61-5270	45104	19748	60906
STORINO, RAMELLO & DURKIN	SA #353	1,419.42	62-61-5270	45103	19748	60906
SUBURBAN LABORATORIES, INC.	COLIFORM TEST FOR EPA	315.00	61-62-5390	91601	19805	60907
SUBURBAN LIFE PUBLICATIONS	RECRUITMENT AD FOR POLIC OFFICER	1,689.76	01-03-5410		19815	60908
TERMINAL SUPPLY CO	COMMUNICATION CONNECTOR	39.80	01-34-5380	26363	20240	60909
THOMPSON, ROSENTHAL & WATTS	LEGAL SERVICES RENDERED	576.00	01-03-5270	13411	20597	60910
TRAFFIC CONTROL & PROTECTION	MISC SIGNS	942.60	01-36-5750	61810	20731	60911
TRUGREEN CHEMLAWN	EARLY FALL	459.00	01-33-5655	361628	20870	60912
TRUGREEN CHEMLAWN	EARLY FALL MAINT	120.00	01-33-5655	361627	20870	60912
TRUGREEN CHEMLAWN	LATE FALL	70.00	01-33-5655	363310	20870	60912
TRUGREEN CHEMLAWN	LATE FALL	123.00	01-33-5655	363311	20870	60912

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
TRUGREEN CHEMLAWN	VEGETATION CONTROL AT CONGRESS PK TRAIN STATION	130.00	01-36-5655	365524	20870	60912
TRUGREEN CHEMLAWN	VEGETATION CONTROL AT CONTRACTED AREAS	1,420.00	01-36-5655	365528	20870	60912
TURTLE WAX CAR WASH A/R	PD CAR WASHES	75.25	01-20-5380	200809	20890	60913
UNIFIRST CORPORATION	DPW UNIFORMS	131.76	01-30-5515	508371	21445	60914
UNIFIRST CORPORATION	DPW UNIFORMS	166.77	01-30-5515	507223	21445	60914
VILLAGE OF RIVERSIDE	MONTHLY FUEL USE-SEPT 08	243.31	01-34-5599	60583	22790	60915
BRIGID WEBER	CLERKS DINNER MEETING	44.00	01-01-5810		23384	60916
WEDNESDAY JOURNAL	MOVIES & MEAL AD	220.00	01-50-5410		23390	60917
WEST COOK COUNTY SOLID WASTE	DISP/ADM FEE SEPT 08	27,267.23	62-61-5480	2213	23489	60918
WSCOPA	MEDIA RELATIONS CLASS CHIEF PATRICK LENZI	45.00	01-25-5810		23500	60919
ZEP MANUFACTURING CO.	JANITORIAL SUPPLIES	421.59	01-34-5360	362557	26200	60920
	TOTAL EXPENDITURES	1,033,991.68	1-00-1001			

RESOLUTION NO. R - 2008 -696

**A RESOLUTION APPROVING AND ADOPTING AN IDENTITY THEFT PREVENTION
PROGRAM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF OCTOBER 2008

RESOLUTION NO. R - 2008 - 696

A RESOLUTION APPROVING AND ADOPTING AN IDENTITY THEFT PREVENTION PROGRAM FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Fair and Accurate Credit Transactions Act of 2003, Pub. L. 108-159, requires certain financial institutions and creditors with “covered accounts” to prepare, adopt, and implement an identity theft prevention program to identify, detect, respond to and mitigate patterns, practices or specific activities which could indicate identity theft;

WHEREAS, pursuant to the Fair and Accurate Credit Transactions Act of 2003, the Federal Trade Commission adopted identity theft rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy and the detection, prevention and mitigation of identity theft (the “Red Flag Rules”);

WHEREAS, the Red Flag Rules require creditors to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts;

WHEREAS, the Red Flag Rules define a creditor as a person that extends, renews or continues credit, and defines “credit” in part as the right to purchase property or services and defer payment therefor;

WHEREAS, the Red Flag Rules define “covered account” in part as an account that a creditor provides for personal, family or household purposes that is designed to allow multiple payments or transactions and specifies that a utility account is a covered account;

WHEREAS, the Red Flag Rules require each creditor to adopt an Identity Theft Prevention Program which will use red flags to detect, prevent and mitigate identity theft related to information used in covered accounts;

WHEREAS, the Red Flag Rules include utility companies in the definition of creditor;

WHEREAS, the Village of Brookfield is a creditor under the Red Flag Rules by virtue of providing utility services or by otherwise accepting payment for municipal services in arrears;

WHEREAS, the Village of Brookfield provides water and sewer services for which payment is made after the service has been provided which by virtue of being utility accounts are covered accounts within the meaning of the Red Flag Rules;

WHEREAS, the Village of Brookfield maintains certain continuing accounts with utility service customers and for other purposes which involve multiple payments or transactions, and such accounts are “covered accounts” being for household purposes and allowing for multiple payments or transactions within the meaning of the Red Flag Rules; and

WHEREAS, to comply with the Red Flags Rules, the corporate authorities of the Village of Brookfield have considered the advisability, necessity and interests of the village regarding the adoption of an Identity Theft Prevention Program.

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 public interest that the Village of Brookfield approve and adopt an Identity Theft Prevention Program.

Section 2: There is hereby approved and adopted an Identity Theft Prevention Program to be known as the Village of Brookfield Identity Theft Prevention Program, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

Section 3: The village staff be and is hereby authorized and directed to implement the Village of Brookfield Identity Theft Prevention Program.

Section 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27th day of October 2008, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 27th day of October 2008.

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

ATTESTED and filed in my office,
this 27th day of October 2008.

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

Exhibit A

VILLAGE OF BROOKFIELD IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The Village of Brookfield (the "Village") developed this Identity Theft Prevention Program pursuant to the Federal Trade Commission's Red Flag Rules ("Red Flag Rules"), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Identity Theft Prevention Program was developed with the oversight and approval of the Village Board of Trustees and the Village Manager (the "Village Manager"). After consideration of the size and complexity of the Village's operations and account systems, and the nature and scope of the Village's activities, the Village Board of Trustees determined that this Identity Theft Prevention Program was appropriate for the Village, and, therefore, approved this Identity Theft Prevention Program by the adoption of Resolution No. R-2008-_____ on the 27th day of October 2008.

II. IDENTITY THEFT PREVENTION PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling requirements of the Red Flags Rule

Under the Red Flags Rule, every financial institution and creditor is required to establish an Identity Theft Prevention Program tailored to its size, complexity and the nature of its operation. The Identity Theft Prevention Program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags as defined in the Red Flag Rules and this Identity Theft Prevention Program for new and existing covered accounts and incorporate those Red Flags into the Identity Theft Prevention Program;
2. Detect Red Flags that have been incorporated into the Identity Theft Prevention Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft; and
4. Update the Identity Theft Prevention Program periodically to reflect changes in risks to customers or to the safety and soundness of the Village from identity theft.

B. Red Flag Rules definitions used in this Identity Theft Prevention Program

For the purposes of this Identity Theft Prevention Program, the following definitions apply:

1. Account. "Account" means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.
2. Covered Account. A "covered account" means:
 - a. Any account the Village offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
 - b. Any other account the Village offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the Village from Identity Theft.
3. Creditor. "Creditor" has the same meaning as defined in Section 702 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the Village.
4. Customer. A "customer" means a person or business entity that has a covered account with the Village.
5. Financial Institution. "Financial institution" means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a "transaction account" belonging to a customer.
6. Identifying Information. "Identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number or unique electronic identification number.
7. Identity Theft. "Identity Theft" means fraud committed using the identifying information of another person.
8. Red Flag. A "Red Flag" means a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.

9. Service Provider. "Service provider" means a person or business entity that provides a service directly to the Village relating to or connection with a covered account.

III. IDENTIFICATION OF RED FLAGS.

In order to identify relevant Red Flags, the Village shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with Identity Theft. The Village identifies the following Red Flags, in each of the listed categories:

A. Notifications and Warnings from Credit Reporting Agencies

Red Flags

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant;
and
4. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. Failing to provide complete personal identifying information on an application when reminded to do so (**however, by law, social security numbers must not be required**); and
8. Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (such as very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the Village that a customer is not receiving mail sent by the Village;
6. Notice to the Village that an account has unauthorized activity;
7. Breach in the Village's computer system security; and
8. Unauthorized access to or use of customer account information.

E. Alerts from Others

Red Flag

1. Notice to the Village from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. DETECTING RED FLAGS.

A. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a **new account**, Village personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect Red Flags

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other identification card);
3. Review documentation showing the existence of a business entity; and
4. Independently contact the customer.

B. Existing Accounts

In order to detect any of the Red Flags identified above for an **existing account**, Village personnel will take the following steps to monitor transactions with an account:

Detect Red Flags

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses; and
3. Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event Village personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate Identity Theft

1. Monitor a covered account for evidence of Identity Theft;
2. Contact the customer with the covered account;
3. Change any passwords or other security codes and devices that permit access to a covered account;
4. Not open a new covered account;
5. Close an existing covered account;
6. Reopen a covered account with a new number;
7. Not attempt to collect payment on a covered account;
8. Notify the Village Manager for determination of the appropriate step(s) to take;
9. Notify law enforcement; or
10. Determine that no response is warranted under the particular circumstances.

Protect Customer Identifying Information

In order to further prevent the likelihood of Identity Theft occurring with respect to Village accounts, the Village shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Secure the Village website but provide clear notice that the website is not secure;
2. Undertake complete and secure destruction of paper documents and computer files containing customer information;
3. Make office computers password protected and provide that computer screens lock after a set period of time;
4. Keep offices clear of papers containing customer identifying information;
5. Request only the last 4 digits of social security numbers (if any);

6. Maintain computer virus protection up-to-date; and
7. Require and keep only the kinds of customer information that are necessary for Village purposes.

VI. IDENTITY THEFT PREVENTION PROGRAM UPDATES

The Identity Theft Prevention Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the Village from Identity Theft. The Program Administrator shall at least annually consider the Village's experiences with Identity Theft, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Village maintains and changes in the Village's business arrangements with other entities and service providers. After considering these factors, the Village Manager shall determine whether changes to the Identity Theft Prevention Program, including the listing of Red Flags, are warranted. If warranted, the Village Manager shall present the Village Manager's recommended changes to the Village Board of Trustees for review and approval.

VII. PROGRAM ADMINISTRATION.

A. Oversight

The Village Manager shall be responsible for developing, implementing and updating the Identity Theft Prevention Program. The Village Manager shall be responsible for the Identity Theft Prevention Program administration, for appropriate training of Village staff on the Identity Theft Prevention Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Identity Theft Prevention Program.

B. Staff Training and Reports

Village staff responsible for implementing the Identity Theft Prevention Program shall be trained either by or under the direction of the Village Manager in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. The Village staff shall provide reports to the Village Manager on incidents of Identity Theft, the Village's compliance with the Identity Theft Prevention Program and the effectiveness of the Identity Theft Prevention Program.

C. Service Provider Arrangements

In the event the Village engages a service provider to perform an activity in connection with one or more covered accounts, the Village shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers acknowledge receipt and review of the Identity Theft Prevention Program and agree to perform its activities with respect to Village covered accounts in compliance with the terms and conditions of the Identity Theft Prevention Program and with all instructions and directives issued by the Village Manager relative to the Identity Theft Prevention Program; or

2. Require, by contract, that service providers acknowledge receipt and review of the Identity Theft Prevention Program and agree to perform its activities with respect to Village covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the Village in writing if the service provider in connection with a Village covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure

The identifying information of Village customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law. The Village Board of Trustees also finds and determines that public disclosure of the Village's specific practices to identify, detect, prevent and mitigate identify theft may compromise the effectiveness of such practices and hereby directs that, under the Identity Theft Prevention Program, knowledge of such specific practices shall be limited to the Village Manager and those Village employees and service providers who need to be aware of such practices for the purpose of preventing Identity Theft.

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October 10, 2008

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OF COUNSEL

IN REPLY REFER TO FILE NO.

BR-1

Honorable Michael Garvey, Village President
Board of Trustees
Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513

Re: Identity Theft Prevention Program

Dear President Garvey and Trustees:

The Federal Trade Commission has issued regulations (the Red Flag Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions Act of 2003. The programs must be in place by November 1, 2008, and must provide for the identification, detection, and response to patterns, practices, or specific activities known as "red flags" that could indicate identity theft.

The Red Flag Rules apply to "financial institutions" and "creditors" with "covered accounts." Under the Rules, a "creditor" is any entity that regularly extends, renews, or continues credit; any entity that regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who is involved in the decision to extend, renew, or continue credit. Accepting credit cards as a form of payment does not, in and of itself, make an entity a creditor. Creditors include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Government entities that defer payment for goods or services are considered to be creditors.

A "covered account" is an account used mostly for personal, family, or household purposes, and that involves multiple payments or transactions. Covered accounts include credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts, and savings accounts. A covered account is also an account for which there is a foreseeable risk of identity theft.

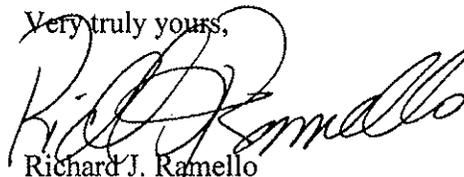
STORINO, RAMELLO & DURKIN

Honorable Michael Garvey, Village President
Board of Trustees
October 10, 2008
Page 2

Under the Red Flag Rules, financial institutions and creditors must develop a written program that identifies and detects the relevant warning signs or "red flags" of identity theft. These may include, for example, unusual account activity, fraud alerts on a consumer report, or attempted use of suspicious account application documents. The program must also describe appropriate responses that would prevent and mitigate the crime and detail a plan to update the program. The program must be managed by the governing board or senior employees of the financial institution or creditor, include appropriate staff training, and provide for oversight of any service providers.

I have prepared and have enclosed a proposed Identity Theft Prevention Program and a proposed resolution to adopt the Identity Theft Prevention Program. In order to comply with the Red Flag Rules, I recommend that the board of trustees consider and approve the resolution to adopt the Identity Theft Prevention Program at its October 27, 2008 meeting. If you have any questions, please contact me.

Very truly yours,



Richard J. Ramello

Enclosures
cc: Mr. Riccardo F. Ginex, Village Manager

RESOLUTION NO. R - 2008 - 697

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LEAF
DISPOSAL IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF OCTOBER 2008

RESOLUTION NO. R - 2008 - 697

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LEAF DISPOSAL IN THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield provide for the proper disposal of leaves collected in the Village of Brookfield;

WHEREAS, the Village of Brookfield has received satisfactory proposals for the proper disposal of leaves collected in the Village of Brookfield; therefore, it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for the proper disposal of leaves collected in the Village of Brookfield; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into an contract for the proper disposal of leaves collected in the Village of Brookfield (the "Agreement") with Country Landscape & Supply, Inc.

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 public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and has negotiated a satisfactory Agreement with Country Landscape & Supply, Inc. for the proper disposal of leaves collected in the Village of Brookfield, which Agreement is attached hereto as Exhibit "A."

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into the Agreement with Country Landscape & Supply, Inc. for the replacement of the proper disposal of leaves collected in the Village of Brookfield in the Village of Brookfield.

Section 3: 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 the Agreement with Country Landscape & Supply, Inc. and the Village of Brookfield, Illinois.

Section 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27th day of October 2008, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 27th day of October 2008.

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

ATTESTED and filed in my office,
this 27th day of October 2008

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

Exhibit "A"

CONTRACT

This Contract made this ___ day of October 2008 between the Village of Brookfield, the Village, and Country Landscaping & Supply, Inc., the Contractor, for the hauling and disposal of leaf material from the Village of Brookfield, Illinois.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Village and the agreements set forth in the contract documents, to be made by the Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Leaf disposal - dispose of approximately 3,600 cubic feet of leaf material received from the Village of Brookfield

in strict compliance with the General Conditions and Special Provisions which are essential documents of and made a part of this Contract.

2. The Contractor shall perform the Work as directed by the Director of Public Works.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth below.

Description	Quantity	Unit Price
Leaf Disposal	3,600 Cubic Yards - Lump Sum	\$25, 200.00

B. **Contract Time**

The Contractor shall perform the Work from October 1, 2008, to December 31, 2008.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:

Country Landscaping & Supply, Inc.
13305 West 131st Street
Lemont, Illinois 60439
Attn: Howard Ludwig, President

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

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

Village: Village of Brookfield

Contractor: Country Landscaping & Supply, Inc.

By: _____
Michael J. Garvey, Village President

By: _____
Howard Ludwig, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Nancy Ludwig, Secretary

**VILLAGE OF BROOKFIELD
COOK COUNTY, ILLINOIS
CONTRACT DOCUMENTS
FOR
LEAF DISPOSAL
BROOKFIELD, ILLINOIS**

OFFICE OF THE VILLAGE MANAGER
BROOKFIELD MUNICIPAL BUILDING
8820 BROOKFIELD AVENUE
BROOKFIELD, ILLINOIS 60513
708/485-7344

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CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Howard Ludwig, hereby certify that I am the president of Country Landscaping & Supply, Inc., and as such, hereby represent and warrant to the Village of Brookfield, a unit of local government, that the Contractor, and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

- (A) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (C) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;

- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

.....

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(D) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(E) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

- (F) no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Contractor in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;
- (G) no officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and
- (H) the Contractor has not given to any officer or employee of Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Brookfield in writing within seven (7) days.

Dated: October ____, 2008

Contractor: Country Landscaping & Supply, Inc.

By: _____
Howard Ludwig, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Howard Ludwig, known to me to be the president of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated : October ____, 2008

Notary Public

CONTRACT

This Contract made this ___ day of October, 2008, between the Village of Brookfield, the Village, and Country Landscaping & Supply, Inc., the Contractor, for the hauling and disposal of leaf material from the Village of Brookfield, Illinois.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Village and the agreements set forth in the contract documents, to be made by the Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Leaf disposal - dispose of approximately 3600 cubic feet of leaf material received from the Village of Brookfield

in strict compliance with the General Conditions and Special Provisions which are essential documents of and made a part of this Contract.

2. The Contractor shall perform the Work as directed by the Director of Public Works.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth below.

Description	Quantity	Unit Price
Leaf Disposal	3600 Cubic Yards - Lump Sum	\$25, 200.00

B. **Contract Time**

The Contractor shall perform the Work from October 1, 2008 to December 31, 2008.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:

Country Landscaping & Supply, Inc.
13305 West 131st Street
Lemont, Illinois 60439
Attn: Howard Ludwig, President

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

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

Village: Village of Brookfield

Contractor: Country Landscaping & Supply, Inc.

By: _____
Michael J. Garvey, Village President

By: _____
Howard Ludwig, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Nancy Ludwig, Secretary

GENERAL CONDITIONS

The following General Conditions govern performance of the work.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

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

101.01 Calendar Day. Every day shown on the calendar.

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

101.03 Contract. The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and equipment and the basis of payment. The contract includes the contract form, General Conditions and any Agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.04 Contract Time. The number of calendar days allowed for completion of the contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the contract shall be completed on or before that date.

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

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

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

101.08 Pay Item. A specifically described unit of work for which a price is provided in the contract.

101.09 Director of Public Works. The Village of Brookfield Director of Public Works, acting as the authorized representative of the Village of Brookfield Village Manager in immediate charge of the project.

101.10 Village. The Village of Brookfield.

101.11 Village Manager. The Village of Brookfield Village Manager.

101.12 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of and the carrying out of all duties and obligations imposed by the contract. The Village Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the Contract.

SECTION 102. CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

(1) Publishing a statement:

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

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

1. abide by the terms of the statement; and

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

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) the Contractor's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by subparagraph 102(C)(1) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under subparagraph 102(C)(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;

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

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

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(d) **Educational Loan.** The Contractor shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than

five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

(e) **Gift Ban**

(1) The Contractor shall certify that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Contractor in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;

(2) The Contractor shall certify that no officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

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

SECTION 103. SCOPE OF WORK

103.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the contract documents. The Contractor shall perform all Work and such additional, extra, and incidental Work as may be necessary to complete the Work. The Contractor shall furnish all required equipment, labor and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of Work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Village Manager and receipt of written authorization as provided herein.

103.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The Village reserves the right to make, in writing, at any time during Work, changes in quantities, alterations in Work and the performance of extra Work. Such changes in quantities, alterations and extra Work shall not invalidate the contract and the Contractor agrees to perform the Work as altered. If the alterations or changes in

quantities significantly change the character of the Work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the Work to be performed under contract, the altered Work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of Work to be performed according to the following:

- (a) All increases in Work of the type which appear in the contract as pay items accompanied by unit prices shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra Work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 107.04.
- (c) In cases where the Village cancels or alters any portion of the contract items, items which are partially completed shall be paid for as specified in Article 107.05.

Claims for extra Work which have not been authorized in writing by the Village Manager will be rejected.

SECTION 104. CONTROL OF WORK

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

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

The contract does not require the Village Manager to provide the Contractor with direction or advice on how to do the Work. If the Village Manager approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee following the method or manner will result in compliance with the contract, relieve the Contractor of the risks and obligations of the contract, or create liability for the Village.

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

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

104.02 Conformity with Contract. All Work performed shall be in conformity with the contract. All Work which does not conform to the requirements of the contract will be considered unacceptable. Unacceptable Work and damage through carelessness shall be corrected in an acceptable manner by and at the expense of the Contractor.

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

104.03 Cooperation by Contractor. The Contractor shall give the Work constant attention necessary to facilitate the progress thereof and shall cooperate with the Village Manager.

104.04 Authority and Duties of the Director of Public Works. The Director of Public Works is authorized to inspect all Work done. The Director of Public Works is not authorized to alter or waive the provisions of the contract. The Director of Public Works is not authorized to issue instructions contrary to the contract documents, or to act as foreman for the Contractor. The Director of Public Works has the authority to reject defective Work and to suspend any Work being improperly performed.

104.05 Inspection of Work. Each part or detail of the Work shall be subject at all times to inspection by the Village Manager and the Director of Public Works. Such inspection may include any material furnished under the Specifications. The Village Manager and the Director of Public Works furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

SECTION 105. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

105.01 Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or enactments as exist at the present and which may be enacted later, of legislative

bodies or tribunals having legal jurisdiction or which may have affect over the Work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

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

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

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

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

105.06 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

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

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

- (a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person

who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

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

(c) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

105.09 Employment Preference. The Contractor shall comply with the "Veterans Preference Act" as amended.

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

(a) 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.

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

(c) 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.

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

(e) 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.

(f) 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.

In the event of the Contractor's non-compliance with the provisions of this Article 105.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

105.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin, because of habit, local custom, or otherwise.

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

105.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

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

New Year's Day
Easter
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

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

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

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

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

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

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

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

105.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

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

(2) Employers Liability.

- a. Each Accident \$500,000
- b. Disease-policy limit \$500,000
- c. Disease-each employee \$500,000

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

- (1) General Aggregate Limit \$1,000,000
- (2) Products-Completed Operations Aggregate Limit \$1,000,000
- (3) Each Occurrence Limit \$1,000,000

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

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

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

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

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

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

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

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

- (a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- (b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

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

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

105.20.1 General Liability and Automobile Liability Coverages.

- (a) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or

borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

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

105.21 Verification of Coverage. The Contractor shall, prior to the Village's executing the contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

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

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

EXHIBIT D

(EXAMPLE)

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Completed				
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Fully Completed		INSURERS AFFORDING COVERAGE	NAIC #			
		INSURER A: Name of Insurance Company	Completed			
		INSURER B: Name of Insurance Company	Completed			
		INSURER C: Name of Insurance Company	Completed			
		INSURER D: Name of Insurance Company	Completed			
		INSURER E: Name of Insurance Company	Completed			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ITR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY CG001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONT PROF ((If REQUIRED)) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ per request AGGREGATE \$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000

OTHER	Policy Number	Policy Start Date	Policy End Date	
Professional Liability (If requested)				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS				
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.				
CERTIFICATE HOLDER			CANCELLATION	
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,	
			SIGNATURE OF AUTHORIZED AGENT	

ACORD 25 (2001/08)

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EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
1. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
2. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
3. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created-1/2002
Revised-1/2005

105.24 Contractor Safety Responsibility. Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection conducted by the Village and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor. There shall be no violation by the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement.

105.25 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all Work of the contract, including Work added to the contract, shall be under the charge and care of the Contractor.

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

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

SECTION 106. PROSECUTION AND PROGRESS

106.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. All transactions of the Village Manager shall be with the Contractor.

106.02 Prosecution of the Work. The Contractor shall begin the Work to be performed under the contract not later than the date specified in the contract. The Work shall be prosecuted in such a manner and with such equipment and labor as is considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

106.03 Completion Date. The Contractor shall complete all Work subject to the date on or before the specified completion date.

106.04 Labor and Equipment. The Contractor shall at all times employ and provide sufficient labor, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the contract.

All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor who, in the opinion of the Village Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Village Manager may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the project shall be such that no injury to property will result from its use.

106.05 Suspension of Work. The Village Manager shall have authority to suspend the Work, in whole or in part, when the Contractor does not comply with the contract or orders of the Village Manager. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the Village Manager. If the performance of all or any portion of the Work is suspended or delayed by the Village Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Village Manager in writing a request for adjustment within seven calendar days of receipt of the notice to resume Work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village Manager will evaluate the Contractor's request. If the Village Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The Village Manager will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

106.06 Determination and Extension of Contract Time.

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

1. Conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; or delay by the Village in making the site available, or in furnishing any items required to be furnished to the Contractor by the Village,
2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials,
3. Fires,

4. Epidemics,
5. Strikes or other labor disruptions extending in duration more than five calendar days,
6. Cataclysmic events,

And for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the Work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven calendar days of the commencement of each such delay requesting an adjustment, and failure of the Contractor to request an adjustment in conformity with this Article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

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

of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 106.09.

106.08 Termination of the Contractor's Responsibility. Whenever the Work called for by the contract has been completely performed on the part of the Contractor and the Work has been approved by the Village Manager and accepted by the Village according to the contract, and the final invoice paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including but not limited to Articles 105.16, 105.17, 105.26 and 105.27.

106.09 Termination for Public Convenience. The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 107.05 for partially completed items, and no claims for loss of anticipated profits shall be considered.

SECTION 107. MEASUREMENT AND PAYMENT

107.01 Measurement of Quantities. All work completed under the contract will be measured by the Village Manager.

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

107.03 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all labor and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the contract documents. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his/her own expense, to correct the work. The Village Manager shall be the sole judge of such defective performance and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

107.03 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the contract shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the contract, except as otherwise provided in Article 103.02. Should any pay items contained in the contract be found unnecessary for the proper completion of the work, the Village Manager may, upon written order to the Contractor, eliminate such pay items from the contract, and such action shall in no way invalidate the contract.

When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred.

107.04 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 103.02 shall not be started until authorization from the Village Manager is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for at either a lump sum price or agreed unit prices. The lump sum or unit prices shall be agreed upon by the Contractor and the Village Manager.

107.05 Payment for Items Omitted When Partially Completed. Should the Village cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work.

107.06 Partial Payments. At least once each month, the Contractor shall submit to the Village Manager an invoice, in writing, of the amount of work performed, and the value thereof, at the contract unit prices.

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

107.08 Acceptance and Final Payment. Whenever the work provided for by the contract has been completely performed on the part of the Contractor, and all of the work has been approved by the Village Manager, a final invoice showing the value of the work will be prepared by the Contractor and submitted to the Village Manager.

107.09 Contract Claims. If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the contract and the Village has not agreed, during the ordinary course of contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Village access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made.

(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Village to ascertain the basis and amount of the claim. All claims shall be submitted to the Village Manager. As a minimum, the following information must accompany each claim submitted:

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
- (2) The name of any Village official or employee involved in or knowledgeable about the claim.

(3) The specific provisions of the contract which support the claim and a statement of the reasons why such provisions support the claim.

(4) If the claim relates to a decision of the Village Manager which the contract leaves to the Village Manager's discretion or as to which the contract provides that the Village Manager's decision is final, the Contractor shall set out in detail all facts supporting his/her position relating to the decision of the Village Manager.

(5) The identification of any documents and the substance of any oral communications that support the claim.

(6) Copies of any identified documents, other than Village documents and documents previously furnished to the Village by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

(7) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct equipment, direct overhead.

(8) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

_____, _____, of _____,
(name) (title) (company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this contract is a true statement, fully documented and supported under the contract between the parties.

Dated _____ /S/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires _____

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Village to have access to those records and any other records as may be required by the Village to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 107.10.

(c) Audit. All claims filed against the Village shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Village or by an auditor under contract with the Village. The audit may begin at any time during the life of the contract, or on 20 calendar days notice to the Contractor or its agents if an audit is to be commenced more than 60 calendar days after the final payment date of the contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the Village, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the

claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including but not limited to the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Equipment records (list of company equipment, rates, etc.).
- (5) Vendor's, rental agency's and agent's invoices.
- (6) Cancelled checks (payroll and vendors).
- (7) Job cost report.
- (8) Job payroll ledger.
- (9) General ledger.
- (10) Cash disbursements journal.
- (11) Financial statements for all years reflecting the operations on the contract involved.
- (12) Depreciation records on all company equipment.
- (13) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (14) All documents including pricing books and bid documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
- (15) Worksheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance, materials equipment, all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six months after the Contractor provides final invoice to the Village according to Article 107.08. The six months shall run from the date indicated on the final invoice transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

(e) Procedure. The Village provides two administrative levels for claims review.

Level I Village Manager

Level II Village Board of Trustees

All claims shall first be submitted at Level I. The Village Manager shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Village Manager may schedule a claim presentation meeting if in the Village Manager's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within forty-five (45) days after the date of the Level I decision, and shall include ten (10) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Circuit Court of Cook County, Illinois. The Director's written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Circuit Court of Cook County, Illinois within sixty (60) days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct equipment, direct overhead and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, prorata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.

107.10 Contractor Record Retention. The Contractor shall maintain books and records relating to the performance of the contract and necessary to support amounts charged to the Village under the contract and subcontract. The books and records shall be maintained by the Contractor for a minimum of three years from the later of the date of final payment under the contract or the completion of the contract. However, the three year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records required to be maintained by the Contractor shall be available for review and audit by the Village and the Contractor shall cooperate fully with any audit and provide full access to all relevant materials. Failure by the Contractor to maintain the books, records and supporting documents required by this Article shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under the contract for which adequate books and records are not available.

SPECIAL PROVISIONS

The following special provisions supplement the Specifications and the General Conditions. In case of conflict with any part, or parts, of the Special Provisions or General Conditions, the Special Provisions shall take precedence and shall govern.

LEAF DISPOSAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Leaf disposal

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents, the Contractor shall:

- A. Apply for and obtain all necessary permits for the acceptance of landscape waste.
- B. Compost or otherwise legally dispose of the leaf materials received from the Village of Brookfield in accordance with federal, state and local regulations.
- C. Complete the work in accordance with the specifications and any special provisions included in the Contract Documents.

1.03 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the local municipality, county, state and federal government in conjunction with the work.

1.04 MEASUREMENT AND PAYMENT

- A. **Lump Sum Payment:** The Contractor will be paid the lump sum price for all items satisfactorily completed.

ORDINANCE NO. 2008 - 81

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

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 27TH DAY OF OCTOBER 2008

Published in pamphlet form by authority
of the corporate authorities of the
Village of Brookfield, Illinois
the 28th day of October 2008.

ORDINANCE NO. 2008-81

**AN ORDINANCE AUTHORIZING THE SALE 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 Exhibits "A" and "B" which exhibits are attached hereto and made part hereof; and

WHEREAS, the corporate authorities of the Village expressly find that the items of personal property described in Exhibits "A" and "B" 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 sell or otherwise dispose of the items described in Exhibits

“A” at the next West Central Municipal Conference auction and the items described in Exhibit “B” to Shore Galleries with or without advertising their sale. Upon receipt of the auction price for the items listed in Exhibit “A” and the negotiated purchase price for the items listed in Exhibit “B,” the Village Manager is hereby authorized and directed to convey and transfer title to the personal property listed in Exhibit “A” to the successful bidder and the personal property listed in Exhibit “B” to Shore Galleries.

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

ADOPTED this 27th day of October 2008 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2008.

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

ATTESTED and filed in my office
and published in pamphlet form
this 28th day of October 2008.

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

EXHIBIT "B"

ITEMS OF SURPLUS PERSONAL PROPERTY

WEAPONS

DESCRIPTION	MAKE	MODEL	SERIAL #
12 Gauge Shotgun	Remington	810	T111436V
12 Gauge Shotgun	Remington	810	T503567V
12 Gauge Shotgun	Remington	810	T112219V
12 Gauge Shotgun	Remington	810	W529814M
12 Gauge Shotgun	Remington	810	T541421V
12 Gauge Shotgun	Remington	810	T112251V
12 Gauge Shotgun	Remington	810	T503569V
12 Gauge Shotgun	Ithaca	31	371710388

ORDINANCE NO. 2008 - 82

**AN ORDINANCE AMENDING CHAPTER 18
ENTITLED "MOTOR VEHICLE AND TRAFFIC" OF THE VILLAGE CODE
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF OCTOBER 2008**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 28th day of October 2008

ORDINANCE NO. 2008 - 82

**AN ORDINANCE AMENDING CHAPTER 18
ENTITLED "MOTOR VEHICLE AND TRAFFIC" OF THE VILLAGE CODE
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) expressly empowers the corporate authorities of the Village of Brookfield to regulate motor vehicle traffic with respect to every way publicly maintained open to the use of the public for purposes of vehicular travel under its exclusive jurisdiction; and

WHEREAS, included in that regulatory power and additionally in Section 11-302 of the Illinois Vehicle Code (625 ILCS 5/11-302) is an express grant of authority designating certain publicly maintained ways as stop intersections; and

WHEREAS, the Village Manager, having directed the Village Engineer to perform an engineering study of the existing travel patterns of the public ways of Southview and Raymond Avenues and having received the results thereof and after due consideration for the health safety and general welfare of the community and for the existing travel patterns of the public ways of Southview and Raymond Avenues, on the basis of the engineering study has made a recommendation with respect to the designation of eastbound Southview Avenue at Raymond Avenue as a stop intersection; and

WHEREAS, the corporate authorities of the Village of Brookfield having thoroughly reviewed the recommendation of the Village Manager deems it in the best interest of the residents of the Village to designate eastbound Southview Avenue at Raymond Avenue as a stop intersection to lessen the safety hazards associated with the intersection while providing for the general welfare of the public.

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

Section 1. Recitals.

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

Section 2: Amendment of Code of Ordinances.

Subsection (b) of Section 18-116 entitled, "Same - Erection, contents and location of stop signs" of the Code of Ordinances, Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

SEC. 18-116. Same - Erection, contents and location of stop signs

Stop signs shall be erected at the following intersections:

- (1) Westbound lane of 26th Street at Maple Avenue.
- (2) Westbound lane of 26th Place at Maple Avenue.
- (3) Westbound lane of 27th Street at Maple Avenue.
- (4) Westbound lane of 28th Street at Maple Avenue.
- (5) Westbound lane of 29th Street at Maple Avenue.
- (6) Westbound lane of Bartlett Avenue at Maple Avenue.
- (7) Westbound lane of Roach Avenue at Maple Avenue.
- (8) Northbound and southbound lanes of Park Avenue at 28th Street and the eastbound and westbound lanes of 28th Street at Park Avenue.
- (9) Northbound and southbound lanes of Park Avenue at 29th Street and the eastbound and westbound lanes of 29th Street at Park Avenue.
- (10) Northbound and southbound lanes of Park Avenue at 30th Street.
- (11) Eastbound and westbound lanes of Roach Avenue at Park Avenue.

- (12) Southbound lane on Park Avenue at 31st Street.
- (13) Eastbound lane on 27th Street at Sunnyside Avenue.
- (14) Eastbound lane on 28th Street at Sunnyside Avenue and northbound and southbound on Sunnyside Avenue at 28th Street..
- (15) Eastbound lane on 29th Street at Sunnyside Avenue.
- (16) Eastbound lane on Bartlett Avenue at Sunnyside Avenue.
- (17) Eastbound and westbound lane on 30th Street at Sunnyside Avenue and northbound and southbound lanes on Sunnyside Avenue at 30th Street.
- (18) Eastbound lane on Roach Avenue at Sunnyside Avenue.
- (19) Southbound lane on Sunnyside at 31st Street.
- (20) Northbound and southbound lane on Vernon Avenue at 30th Street
- (21) Southbound lane on Vernon at 31st Street.
- (22) Northbound and southbound lanes on Prairie Avenue at 30th Street and eastbound and westbound lanes on 30th Street at Prairie Avenue.
- (23) Eastbound lane on 30th Street at Forest Avenue.
- (24) Southbound lane on Forest Avenue at 31st Street.
- (25) Northbound lane on Cleveland Avenue at 31st Street.
- (26) Northbound lane on Morton Avenue at 31st Street.
- (27) Northbound lane on Harrison Avenue at 31 Street.
- (28) Northbound lane on Raymond Avenue at 31st Street.
- (29) Northbound lane on Madison Avenue at 31st Street.
- (30) Northbound lane on Arthur Avenue at 31st Street.
- (31) Northbound lane on Park Avenue at 31st Street.

- (32) Northbound lane on Sunnyside Avenue at 31st Street.
- (33) Westbound lane on Garfield Avenue at Kemman Avenue.
- (34) Eastbound and westbound lanes on Garfield Avenue at Cleveland Avenue.
- (35) Northbound and southbound lanes on Cleveland Avenue at Grand Boulevard.
- (36) Southbound lane on Morton Avenue at Garfield Avenue.
- (37) Northbound and southbound lanes of Harrison Avenue at Garfield Avenue and eastbound and westbound lanes on Garfield Avenue at Harrison Avenue.
- (38) Northbound and southbound lanes on Raymond Avenue at Garfield Avenue.
- (39) Eastbound and westbound lanes on Garfield Avenue at Madison Avenue.
- (40) Eastbound and westbound lanes on Garfield Avenue at Arthur Avenue and northbound and southbound lanes on Arthur Avenue at Garfield Avenue.
- (41) Eastbound and westbound lanes on Garfield Avenue at Maple Avenue.
- (42) Southbound lane on Elm Avenue at Garfield Avenue.
- (43) Eastbound and westbound lanes on Garfield Avenue at Park Avenue and northbound lanes on Park Avenue at Garfield Avenue.
- (44) Southbound lane on Oak Avenue at Garfield Avenue.
- (45) Eastbound and westbound lanes on Garfield Avenue at Sunnyside Avenue.
- (46) Southbound lane on Vernon Avenue at Garfield Avenue.
- (47) Eastbound lane on Garfield Avenue at Prairie Avenue.
- (48) Westbound lane on Lexington Avenue at Kemman Avenue.

- (49) Eastbound lane on Lexington Avenue at Cleveland Avenue.
- (50) Westbound lane on Jackson Avenue at Kemman Avenue.
- (51) Eastbound and westbound lanes on Jackson Avenue at Cleveland Avenue.
- (52) Eastbound and westbound lanes on Jackson Avenue at Harrison Avenue.
- (53) Northbound and southbound lanes on Harrison Avenue at Grand Boulevard.
- (54) Southbound lane on Raymond Avenue at Jackson Avenue.
- (55) Northbound and southbound lanes on Madison at Jackson Avenue.
- (56) Eastbound and westbound lanes on Jackson Avenue at Arthur Avenue.
- (57) Eastbound and westbound lanes on Jackson Avenue at Maple Avenue.
- (58) Eastbound and westbound lanes on Jackson Avenue at Elm Avenue.
- (59) Northbound lane on Park Avenue at Jackson Avenue.
- (60) Eastbound and westbound lanes on Jackson Avenue at Oak Avenue.
- (61) Northbound lane on Sunnyside Avenue at Jackson Avenue.
- (62) Eastbound and westbound lanes on Jackson Avenue at Vernon Avenue.
- (63) Eastbound lane on Jackson Avenue at Prairie Avenue.
- (64) Westbound lane on Henrietta Avenue at Kemman Avenue.
- (65) Eastbound and westbound lanes on Henrietta Avenue at Cleveland Avenue.
- (66) Eastbound lane on Henrietta Avenue at Harrison Avenue.
- (67) Westbound lane on Monroe Avenue at Kemman Avenue.

- (68) Northbound and southbound lanes on Cleveland Avenue at Monroe Avenue.
- (69) Northbound and southbound lanes on Harrison Avenue at Monroe Avenue.
- (70) Eastbound and westbound lanes on Monroe Avenue at Madison Avenue.
- (71) Northbound and southbound lanes on Madison Avenue at Grand Boulevard.
- (72) Southbound lane on Arthur Avenue at Monroe Avenue.
- (73) Eastbound and westbound lanes on Monroe Avenue at Maple Avenue.
- (74) Southbound lane on Elm Avenue at Monroe Avenue.
- (75) Eastbound lane on Monroe Avenue at Park.
- (76) Westbound lane on Monroe at Park Avenue.
- (77) Northbound lane on Park at Monroe Avenue.
- (78) Southbound lane on Oak Avenue at Monroe Avenue.
- (79) Northbound lane on Sunnyside Avenue at Monroe Avenue.
- (80) Southbound lane on Vernon at Monroe Avenue.
- (81) Eastbound lane on Monroe at Prairie Avenue.
- (82) Westbound lane on Washington Avenue at Kemman Avenue.
- (83) Northbound lane on Kemman Avenue at Washington Avenue.
- (84) Northbound lane on Blanchan Avenue at Washington Avenue.
- (85) Northbound and southbound lanes on Cleveland at Washington Avenue.
- (86) Northbound lane on Morton Avenue at Washington Avenue.

- (87) Northbound and southbound lanes on Harrison Avenue at Washington Avenue.
- (88) Northbound lane on Raymond Avenue at Washington Avenue.
- (89) Northbound and southbound lanes on Madison at Washington Avenue.
- (90) Eastbound and westbound lanes on Washington at its intersection with Broadway, Grand Boulevard and Maple Avenues.
- (91) Northwest bound and southeast bound lanes on Grand Boulevard at its intersection with Maple Avenue, Broadway and Washington Avenue.
- (92) Northbound and southbound lanes on Maple Avenue at its intersection with Broadway, Washington Avenue, and Grand Boulevard.
- (93) Southwest bound and northeast bound lanes on Broadway at its intersection with Washington Avenue, Grand Boulevard and Maple Avenue.
- (94) Northbound lane on Park Avenue at Washington Avenue.
- (95) Southbound lane on Oak Avenue at Washington Avenue.
- (96) Northbound lane on Sunnyside Avenue at Washington Avenue.
- (97) Northbound and southbound lanes on Vernon Avenues at Washington Avenue.
- (98) Northbound and southbound lanes on Prairie Avenue at Washington Avenue and eastbound and westbound lanes of Washington Avenue at Prairie Avenue.
- (99) Northbound lane on Forest Avenue at Washington Avenue.
- (100) Westbound lane on Lincoln Avenue at Kemman Avenue.
- (101) Northbound and southbound lanes on Blanchan Avenue at Lincoln Avenue.
- (102) Northbound and southbound lanes on Cleveland Avenue at Lincoln Avenue.

- (103) Northbound and southbound lanes on Morton Avenue at Lincoln Avenue.
- (104) Northbound and southbound lanes on Harrison Avenue at Lincoln Avenue.
- (105) Northbound and southbound lanes on Raymond Avenue at Lincoln Avenue.
- (106) Northbound and southbound lanes on Madison Avenue at Lincoln Avenue.
- (107) Northbound lane on Arthur Avenue at Lincoln Avenue.
- (108) Eastbound and westbound lanes on Lincoln Avenue at Maple Avenue.
- (109) Westbound lane on Lincoln Avenue at Sunnyside Avenue.
- (110) Northbound lane on Sunnyside Avenue at Grand Boulevard.
- (111) Southbound lane on Oak Avenue at Lincoln Avenue.
- (112) Westbound lane on Lincoln Avenue at Sunnyside Avenue.
- (113) Northbound and southbound lanes on Vernon Avenue at Lincoln Avenue.
- (114) Westbound lane on Lincoln at Prairie Avenue.
- (115) Westbound lane on Sherman Avenue with Maple Avenue.
- (116) Eastbound lane on Sherman Avenue with Park Avenue.
- (117) Westbound lane on Grant Avenue with Kemman Avenue.
- (118) Eastbound and westbound lanes on Grant Avenue at Blanchan Avenue.
- (119) Northbound and southbound lanes on Cleveland Avenue at Grant Avenue.
- (120) Eastbound and westbound lanes on Grant Avenue at Morton Avenue.

- (121) Northbound and southbound lanes on Harrison Avenue at Grant Avenue.
- (122) Eastbound and westbound lanes on Grant Avenue at Raymond Avenue.
- (123) Northbound and southbound lanes on Madison Avenue at Grant Avenue.
- (124) Eastbound and westbound lanes on Grant Avenue at Arthur Avenue.
- (125) Eastbound lane on Grant Avenue at Maple Avenue.
- (126) Northbound and southbound lanes on Park Avenue at Grant Avenue and westbound lane on Grant at Park Avenue.
- (127) Southbound lane on Vernon Avenue at Grant Avenue.
- (128) Eastbound and westbound lanes on Grant Avenue at Prairie Avenue.
- (129) Eastbound lane on Grant Avenue at Forest Avenue.
- (130) Westbound lane on Sheridan Avenue at Maple Avenue.
- (131) Eastbound and westbound lanes on Sheridan Avenue at Park Avenue.
- (132) Eastbound lane on Sheridan at Sunnyside Avenue.
- (133) Westbound lane on Fairview at Kemman Avenue.
- (134) Northbound and southbound lanes on Blanchan Avenue at Fairview Avenue.
- (135) Eastbound and westbound lanes on Fairview Avenue at Cleveland Avenue.
- (136) Northbound and southbound lanes on Morton Avenue at Fairview Avenue.
- (137) Eastbound and westbound lanes on Fairview at Harrison Avenue.

- (138) Northbound and southbound lanes on Raymond Avenue at Fairview Avenue.
- (139) Eastbound and westbound lanes on Fairview Avenue at Madison Avenue.
- (140) Northbound and southbound lanes on Arthur at Fairview Avenue.
- (141) Eastbound and westbound lanes on Fairview at Maple Avenue.
- (142) Northbound lane on Elm Avenue at Fairview Avenue.
- (143) Northbound and southbound lanes on Park Avenue at Fairview Avenue.
- (144) Westbound lane on Fairview Avenue at Sunnyside Avenue and northbound and southbound lanes on Sunnyside at Fairview Avenue.
- (145) Southbound lane on Blanchan Avenue at Southview Avenue.
- (146) Southbound lane on Cleveland Avenue at Southview Avenue.
- (147) Southbound lane on Morton Avenue at Southview Avenue.
- (148) Southbound lane on Harrison Avenue at Southview Avenue.
- (149) Southbound lane on Raymond Avenue at Southview Avenue.
- (150) Southbound lane on Madison Avenue at Southview Avenue.
- (151) Southbound lane on Arthur Avenue at Southview Avenue.
- (152) Eastbound lane on Southview at Maple Avenue.
- (153) Westbound lane on Brookfield Avenue at Maple Avenue.
- (154) Southbound lane on Elm Avenue at Brookfield Avenue.
- (155) Southbound lane on Park Avenue at Brookfield Avenue.
- (156) Southbound lane on Sunnyside Avenue at Brookfield Avenue.
- (157) Eastbound and westbound lanes on Brookfield Avenue at its intersection with Grand Boulevard and Prairie Avenues.

- (158) Southeastbound lane on Grand Boulevard at its intersection with Fairview Avenue, Brookfield Avenue and Prairie Avenue.
- (159) Southbound lane on Prairie Avenue at its intersection with Grand Boulevard and Brookfield Avenue.
- (160) Southbound lane on Forest Avenue at Brookfield Avenue.
- (161) Southbound lane on McCormick Avenue at 31st Street.
- (162) Northbound and southbound lanes on Arden Avenue at Rockefeller Avenue.
- (163) Eastbound and westbound lanes on Rockefeller Avenue at McCormick Avenue.
- (164) Eastbound lane on Rockefeller Avenue at Golf Avenue.
- (165) Northbound and southbound lanes on Arden Avenue at Washington Avenue.
- (166) Northbound and southbound lanes on McCormick Avenue. at Washington Avenue.
- (167) Northbound lane on Rosemead Avenue at Washington Avenue.
- (168) Northbound and southbound lanes on Hollywood Avenue at Washington Avenue.
- (169) Northbound lane on Woodside Avenue at Washington Avenue.
- (170) Eastbound lane on Washington Avenue at Golf Avenue and northbound and southbound lanes on Golf Avenue at Washington Avenue.
- (171) Westbound lane on Parkview Avenue at Arden Avenue.
- (172) Eastbound and westbound lanes on Parkview Avenue at McCormick Avenue.
- (173) Northbound lane on Woodside Avenue at Parkview Avenue.
- (174) Southbound lane on Golf Road at Parkview Avenue.
- (175) Southbound lane on Arden Avenue at Brookfield Avenue.

- (176) Southbound lane on McCormick Avenue at Brookfield Avenue.
- (177) Southbound lane on Rosemead Avenue at Brookfield Avenue.
- (178) Eastbound and westbound lanes of Brookfield Avenue at its intersection with the southbound leg of Hollywood Avenue as its crossing with the Burlington Northern Santa Fe Railroad tracks.
- (179) Southbound lane on Hollywood Avenue at Brookfield Avenue.
- (180) Westbound lane on Burlington Avenue at DuBois Boulevard.
- (181) Eastbound and westbound lanes on Burlington Avenue. at Maple Avenue.
- (182) Northbound lane on Oak Avenue at Burlington Avenue.
- (183) Northbound lane on Sunnyside Avenue at Burlington Avenue.
- (184) Northbound lane on Vernon Avenue at Burlington Avenue.
- (185) Eastbound and westbound lanes on Burlington Avenue at Prairie Avenue and northbound lane on Prairie Avenue at Burlington Avenue.
- (186) Eastbound lane on Burlington Avenue at Forest Avenue.
- (187) Eastbound lane on Burlington Avenue at Grove Avenue and northbound lane on Grove Avenue at Burlington Avenue.
- (188) Northbound lane of Elm Avenue at Southview Avenue.
- (189) Westbound lane of Southview Avenue at its intersection with Burlington Avenue.
- (190) Northbound and Southbound lanes of Oak Avenue at Southview Avenue.
- (191) Eastbound and westbound lanes on Southview Avenue at Sunnyside Avenue.
- (192) Northbound and southbound lanes on Vernon Avenue at Southview Avenue.
- (193) Eastbound and westbound lanes on Southview Avenue at Prairie Avenue.

(194) Northbound and southbound lanes of Forest Avenue at Southview Avenue and eastbound and westbound lanes on Southview Avenue at Forest Avenue.

(196) Westbound lane on Windemere Avenue at Raymond Avenue.

(197) Northbound and southbound lanes on Madison Avenue at Windemere Avenue.

(198) Eastbound and westbound lanes on Windemere Avenue at Arthur Avenue and northbound and southbound lanes on Arthur Avenue at Windemere Avenue.

(199) Eastbound and westbound lanes on Windemere Avenue at Maple Avenue.

(200) Eastbound and westbound lanes on Windemere Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Windemere Avenue.

(201) Eastbound and westbound lanes on Windemere Avenue at Park Avenue.

(202) Eastbound and westbound lanes on Windemere Avenue at Oak Avenue.

(203) Northbound and southbound lanes on Sunnyside Avenue at Windemere Avenue.

(204) Eastbound and westbound lanes on Windemere Avenue at Vernon and northbound and southbound lanes on Vernon Avenue at Windemere Avenue.

(205) Eastbound and westbound lanes on Windemere Avenue at Prairie Avenue and northbound and southbound lanes on Prairie Avenue at Windemere Avenue.

(206) Eastbound and westbound lanes on Windemere Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Windemere Avenue.

(207) Northbound and southbound lanes on Grove Avenue at Windemere Avenue.

- (208) Eastbound lane on Windemere Avenue at Custer Avenue and southbound lane on Custer Avenue at Windemere Avenue.
- (209) Northbound and southbound lanes on Blanchan Avenue at Ogden Avenue.
- (210) Northbound and southbound lanes on Deyo Avenue at Ogden Avenue.
- (211) Northbound and southbound lanes on Raymond Avenue at Ogden Avenue.
- (212) Northbound and southbound lanes on Madison Avenue at Ogden Avenue.
- (213) Northbound and southbound lanes on Arthur Avenue at Ogden Avenue.
- (214) Northbound and southbound lanes on Elm Avenue at Ogden Avenue.
- (215) Northbound and southbound lanes on Park Avenue at Ogden Avenue.
- (216) Northbound and southbound lanes on Oak Avenue at Ogden Avenue.
- (217) Northbound and southbound lanes on Sunnyside Avenue at Ogden Avenue.
- (218) Northbound and southbound lanes on Vernon Avenue at Ogden Avenue.
- (219) Northbound and southbound lanes on Forest Avenue at Ogden Avenues.
- (220) Northbound and southbound lanes on Grove Avenue at Ogden Avenue.
- (221) Westbound lane on Rochester Avenue at Eberly Avenue
- (222) Eastbound and westbound lanes on Rochester Avenue and northbound and southbound lanes on Blanchan Avenue at Rochester Avenue.

(223) Eastbound and westbound lanes on Rochester Avenue at DuBois Boulevard at Rochester Avenue.

(224) Northbound and southbound lanes on Deyo Avenue at Rochester Avenue.

(225) Eastbound and westbound lanes on Rochester Avenue at Raymond Avenue and northbound and southbound lanes on Raymond Avenue at Rochester Avenue.

(226) Northbound and southbound lanes on Madison Avenue at Rochester Avenue.

(227) Northbound and southbound lanes on Arthur Avenue at Rochester Avenue.

(228) Eastbound and westbound lanes on Rochester Avenue at Maple Avenue.

(229) Eastbound and westbound lanes on Rochester Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Rochester Avenue.

(230) Northbound and southbound lanes on Park Avenue at Rochester Avenue.

(231) Eastbound and westbound lanes on Rochester Avenue at Oak Avenue.

(232) Northbound and southbound lanes on Sunnyside Avenue at Rochester Avenue.

(233) Northbound and southbound lanes on Vernon Avenue at Rochester Avenue.

(234) Eastbound and westbound lanes on Rochester Avenue at Prairie Avenue.

(235) Northbound and southbound lanes on Forest Avenue at Rochester.

(236) Northbound and southbound lanes on Grove Avenue at Rochester Avenue.

(237) Eastbound lane on Rochester Avenue at Custer Avenue

- (238) Westbound lane on Shields Avenue at Eberly Avenue and northbound lane on Eberly Avenue at Shield Avenue.
- (239) Northbound and southbound lanes on Blanchan Avenue at Shields Avenue.
- (240) Eastbound and westbound lanes on Shields Avenue at DuBois Boulevard and northbound and southbound lanes on DuBois Boulevard at Shields Avenue.
- (241) Northbound and southbound lanes on Deyo Avenue at Shields Avenue.
- (242) Eastbound and westbound lanes on Shields Avenue at Raymond Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (243) Eastbound and westbound lanes on Shields Avenue at Madison Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (244) Northbound and southbound lanes on Arthur Avenue at Shields Avenue.
- (245) Eastbound and westbound lanes on Madison Avenue at Shields Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (246) Northbound and southbound lanes on Elm Avenue at Shields Avenue.
- (247) Northbound and southbound lanes on Park Avenue at Shields Avenue.
- (248) Southbound lane on Oak Avenue at Shields Avenue.
- (249) Northbound and southbound lanes on Sunnyside Avenue at Shields Avenue.
- (250) Northbound and southbound lanes on Vernon Avenue at Shields Avenue.
- (251) Eastbound and westbound lanes on Shields Avenue at Prairie Avenue and northbound and southbound lanes on Prairie Avenue at Shields Avenue.

(252) Eastbound and westbound lanes on Shields Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Shields Avenue.

(253) Southbound lane on Grove Avenue at Shields Avenue.

(254) Eastbound lane on Shields Avenue at Custer Avenue and southbound lane on Custer Avenue at Shields Avenue.

(255) Westbound lane on Congress Park Avenue at Eberly Avenue.

(256) Eastbound and westbound lanes on Congress Park Avenue at Blanchan Avenue.

(257) Eastbound and westbound lanes on DuBois Boulevard at Congress Park Avenue and northbound and southbound lanes on DuBois Boulevard at Congress Park Avenue.

(258) Northbound and southbound lanes on Deyo Avenue at Congress Park Avenue.

(259) Eastbound and westbound lanes on Congress Park Avenue. at Raymond Avenue and northbound and southbound lanes on Raymond Avenue at Congress Park Avenue.

(260) Eastbound and westbound lanes on Congress Park Avenue, at Madison Avenue and northbound and southbound lanes on Madison Avenue at Congress Park Avenue.

(261) Eastbound and westbound lanes on Congress Park Avenue at Arthur Avenue.

(262) Eastbound and westbound lanes on Congress Park Avenue at Maple Avenue.

(263) Eastbound and westbound lanes on Congress Park Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Congress Park Avenue.

(264) Eastbound and westbound lanes on Congress Park Avenue at Prairie Avenue.

(265) Eastbound and westbound lanes on Congress Park Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Congress Park Avenue.

(266) Eastbound lane on Congress Park Avenue at Custer Avenue and southbound lane on Custer at Congress Park Avenue.

(267) Southbound lane on Custer Avenue at Plainfield Road.

(268) Westbound lane on 44th Place at Plainfield Road.

(269) Westbound lane on Gerritsen Avenue at Eberly Avenue.

(270) Northbound and southbound lanes on Blanchan Avenue at Gerritsen Avenue.

(271) Eastbound and westbound lanes on Gerritsen Avenue at DuBois Boulevard.

(272) Eastbound and westbound lanes on Gerritsen Avenue at Deyo Avenue.

(273) Northbound and southbound lanes on Raymond Avenue at Gerritsen Avenue.

(274) Eastbound and westbound lanes on Gerritsen Avenue at Madison Avenue.

(275) Northbound and southbound lanes on Arthur Avenue at Gerritsen Avenue.

(276) Eastbound and westbound Gerritsen Avenue at Maple Avenue.

(277) Eastbound and westbound lanes on Gerritsen Avenue at Avenue and northbound and southbound lanes on Elm Avenue at Gerritsen Avenue.

(278) Northbound and southbound lanes on Sunnyside Avenue at Gerritsen Avenue.

(279) Southbound lane on Vernon Avenue at Gerritsen Avenue.

(280) Eastbound lane on Gerritsen Avenue at Prairie Avenue.

(281) Westbound lane on Sahler Avenue at Eberly Avenue.

- (282) Southbound lane on Blanchan Avenue at Sahler Avenue.
- (283) Eastbound and westbound lanes on Sahler Avenue, at DuBois Boulevard and northbound and southbound lanes on DuBois Boulevard at Sahler Avenue.
- (284) Northbound and southbound lanes on Deyo Avenue at Sahler Avenue.
- (285) Eastbound and westbound lanes on Sahler Avenue at Raymond Avenue.
- (286) Northbound and southbound lanes on Madison Avenue at Sahler Avenue.
- (287) Eastbound and westbound lanes on Sahler Avenue at Arthur Avenue.
- (288) Eastbound and westbound lanes on Sahler Avenue at Maple Avenue.
- (289) Northbound and southbound lanes on Elm Avenue at Sahler Avenue.
- (290) Eastbound and westbound lanes on Sahler Avenue at Park Avenue and southbound lane on Park Avenue at Sahler Avenue.
- (291) Southbound lane on Oak Avenue at Sahler Avenue.
- (292) Eastbound lane on Sahler Avenue at Sunnyside Avenue and southbound lane on Sunnyside Avenue at Sahler Avenue.
- (293) Southbound lane on Sunnyside Avenue at Plainfield Road.
- (294) Northbound lane on Vernon Avenue at Plainfield Road.
- (295) Northbound and southbound lanes on Prairie Avenue at Plainfield Road.
- (296) Northbound and southbound lanes on Forest Avenue at Plainfield Road.
- (297) Westbound lane on Gerritsen Avenue at Plainfield Road.

- (298) Eastbound lane on Gerritsen Avenue at Custer Avenue.
- (299) Northbound lane on Grove Avenue at 45th Place.
- (300) Eastbound lane on 45th Place at Custer Avenue.
- (301) Southbound lane on Blanchan Avenue at 47th Street.
- (302) Southbound lane on DuBois Boulevard at 47th Street.
- (303) Southbound lane on Deyo Avenue at 47th Street.
- (304) Southbound lane on Raymond Avenue at 47th Street.
- (305) Southbound lane on Arthur Avenue at 47th Street.
- (306) Southbound lane on Elm Avenue at Maple Avenue.
- (307) Southbound lane on Maple Avenue at 47th Street.
- (308) Southbound lane on Vernon Avenue at 47th Street.
- (309) Southbound lane on Prairie Avenue at 47th Street.
- (310) Southbound lane on Forest Avenue at 47th Street.
- (311) Southbound lane on Grove Avenue at 47th Street.
- (312) Southbound lane on Custer Avenue at 47th Street.
- (313) Eastbound and westbound lanes on Bartlett at Park Avenue.
- (314) Eastbound and westbound lanes on Grant Avenue at Sunnyside Avenue.
- (315) Northbound lane on Sunnyside Avenue at Grand Boulevard.
- (316) Northwestbound and southwest bound lanes on Grand Boulevard at Grant Avenue.
- (317) Northbound lane on Deyo Avenue at Burlington Avenue.
- (318) Northbound lane on Raymond Avenue at Burlington Avenue.
- (319) Northbound lane on Madison at Burlington Avenue.

- (320) Northbound lane on Arthur at Burlington Avenue.
- (321) Westbound lane on Jefferson Avenue at Kemman Avenue.
- (322) Eastbound and westbound lanes on Jefferson Avenue at Cleveland Avenue.
- (323) Eastbound and westbound lanes on Jefferson Avenue at Harrison Avenue.
- (324) Eastbound lane on Jefferson Avenue at Madison Avenue.
- (325) Southwestbound lane on Broadway at Madison Avenue.
- (326) Westbound lane on Lincoln Avenue at Madison Avenue.
- (327) Westbound lane on 47th Street at Eberly Avenue.
- (328) Eastbound lane on Ridgewood Avenue at Golf Road.
- (329) Eastbound and Westbound lanes on Monroe Avenue at Harrison Avenue.
- (330) Eastbound lane on Southview at Morton Avenue.
- (331) Eastbound lane on Southview Avenue at Raymond Avenue.

Section 3: Signs. The Village Manager be and is hereby authorized and directed to cause the appropriate sign conforming to the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways to be erected, as necessary, in the appropriate locations to notify the drivers of motor vehicles traveling eastbound on Southview Avenue of the requirement to stop at the intersection of Raymond Avenue as established by this ordinance.

Section 4: Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

Section 5. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form and following the erection of appropriate signage as authorized herein and required by law.

ADOPTED this 27th day of October 2008 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2008.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of October 2008.

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

ORDINANCE NO. 2008 - _____

Field

**AN ORDINANCE AMENDING CHAPTER 18
ENTITLED "MOTOR VEHICLE AND TRAFFIC" OF THE VILLAGE CODE
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF OCTOBER 2008**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 28th day of October 2008

ORDINANCE NO. 2008 - ____

**AN ORDINANCE AMENDING CHAPTER 18
ENTITLED "MOTOR VEHICLE AND TRAFFIC" OF THE VILLAGE CODE
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) expressly empowers the corporate authorities of the Village of Brookfield to regulate motor vehicle traffic with respect to every way publicly maintained open to the use of the public for purposes of vehicular travel under its exclusive jurisdiction; and

WHEREAS, included in that regulatory power and additionally in Section 11-302 of the Illinois Vehicle Code (625 ILCS 5/11-302) is an express grant of authority designating certain publicly maintained ways as stop intersections; and

WHEREAS, the Village Manager, having directed the Village Engineer to perform an engineering study of the existing travel patterns of the public ways of Southview and Raymond Avenues and having received the results thereof and after due consideration for the health safety and general welfare of the community and for the existing travel patterns of the public ways of Southview and Raymond Avenues, on the basis of the engineering study has made a recommendation with respect to the designation of eastbound Southview Avenue at Raymond Avenue as a stop intersection; and

WHEREAS, the corporate authorities of the Village of Brookfield having thoroughly reviewed the recommendation of the Village Manager deems it in the best interest of the residents of the Village to designate eastbound Southview Avenue at Raymond Avenue as a stop intersection to lessen the safety hazards associated with the intersection while providing for the general welfare of the public.

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

Section 1. Recitals.

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

Section 2: Amendment of Code of Ordinances.

Subsection (b) of Section 18-116 entitled, "Same - Erection, contents and location of stop signs" of the Code of Ordinances, Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

SEC. 18-116. Same - Erection, contents and location of stop signs

Stop signs shall be erected at the following intersections:

- (1) Westbound lane of 26th Street at Maple Avenue.
- (2) Westbound lane of 26th Place at Maple Avenue.
- (3) Westbound lane of 27th Street at Maple Avenue.
- (4) Westbound lane of 28th Street at Maple Avenue.
- (5) Westbound lane of 29th Street at Maple Avenue.
- (6) Westbound lane of Bartlett Avenue at Maple Avenue.
- (7) Westbound lane of Roach Avenue at Maple Avenue.
- (8) Northbound and southbound lanes of Park Avenue at 28th Street and the eastbound and westbound lanes of 28th Street at Park Avenue.
- (9) Northbound and southbound lanes of Park Avenue at 29th Street and the eastbound and westbound lanes of 29th Street at Park Avenue.
- (10) Northbound and southbound lanes of Park Avenue at 30th Street.
- (11) Eastbound and westbound lanes of Roach Avenue at Park Avenue.

- (12) Southbound lane on Park Avenue at 31st Street.
- (13) Eastbound lane on 27th Street at Sunnyside Avenue.
- (14) Eastbound lane on 28th Street at Sunnyside Avenue and northbound and southbound on Sunnyside Avenue at 28th Street..
- (15) Eastbound lane on 29th Street at Sunnyside Avenue.
- (16) Eastbound lane on Bartlett Avenue at Sunnyside Avenue.
- (17) Eastbound and westbound lane on 30th Street at Sunnyside Avenue and northbound and southbound lanes on Sunnyside Avenue at 30th Street.
- (18) Eastbound lane on Roach Avenue at Sunnyside Avenue.
- (19) Southbound lane on Sunnyside at 31st Street.
- (20) Northbound and southbound lane on Vernon Avenue at 30th Street
- (21) Southbound lane on Vernon at 31st Street.
- (22) Northbound and southbound lanes on Prairie Avenue at 30th Street and eastbound and westbound lanes on 30th Street at Prairie Avenue.
- (23) Eastbound lane on 30th Street at Forest Avenue.
- (24) Southbound lane on Forest Avenue at 31st Street.
- (25) Northbound lane on Cleveland Avenue at 31st Street.
- (26) Northbound lane on Morton Avenue at 31st Street.
- (27) Northbound lane on Harrison Avenue at 31 Street.
- (28) Northbound lane on Raymond Avenue at 31st Street.
- (29) Northbound lane on Madison Avenue at 31st Street.
- (30) Northbound lane on Arthur Avenue at 31st Street.
- (31) Northbound lane on Park Avenue at 31st Street.

- (32) Northbound lane on Sunnyside Avenue at 31st Street.
- (33) Westbound lane on Garfield Avenue at Kemman Avenue.
- (34) Eastbound and westbound lanes on Garfield Avenue at Cleveland Avenue.
- (35) Northbound and southbound lanes on Cleveland Avenue at Grand Boulevard.
- (36) Southbound lane on Morton Avenue at Garfield Avenue.
- (37) Northbound and southbound lanes of Harrison Avenue at Garfield Avenue and eastbound and westbound lanes on Garfield Avenue at Harrison Avenue.
- (38) Northbound and southbound lanes on Raymond Avenue at Garfield Avenue.
- (39) Eastbound and westbound lanes on Garfield Avenue at Madison Avenue.
- (40) Eastbound and westbound lanes on Garfield Avenue at Arthur Avenue and northbound and southbound lanes on Arthur Avenue at Garfield Avenue.
- (41) Eastbound and westbound lanes on Garfield Avenue at Maple Avenue.
- (42) Southbound lane on Elm Avenue at Garfield Avenue.
- (43) Eastbound and westbound lanes on Garfield Avenue at Park Avenue and northbound lanes on Park Avenue at Garfield Avenue.
- (44) Southbound lane on Oak Avenue at Garfield Avenue.
- (45) Eastbound and westbound lanes on Garfield Avenue at Sunnyside Avenue.
- (46) Southbound lane on Vernon Avenue at Garfield Avenue.
- (47) Eastbound lane on Garfield Avenue at Prairie Avenue.
- (48) Westbound lane on Lexington Avenue at Kemman Avenue.

- (49) Eastbound lane on Lexington Avenue at Cleveland Avenue.
- (50) Westbound lane on Jackson Avenue at Kemman Avenue.
- (51) Eastbound and westbound lanes on Jackson Avenue at Cleveland Avenue.
- (52) Eastbound and westbound lanes on Jackson Avenue at Harrison Avenue.
- (53) Northbound and southbound lanes on Harrison Avenue at Grand Boulevard.
- (54) Southbound lane on Raymond Avenue at Jackson Avenue.
- (55) Northbound and southbound lanes on Madison at Jackson Avenue.
- (56) Eastbound and westbound lanes on Jackson Avenue at Arthur Avenue.
- (57) Eastbound and westbound lanes on Jackson Avenue at Maple Avenue.
- (58) Eastbound and westbound lanes on Jackson Avenue at Elm Avenue.
- (59) Northbound lane on Park Avenue at Jackson Avenue.
- (60) Eastbound and westbound lanes on Jackson Avenue at Oak Avenue.
- (61) Northbound lane on Sunnyside Avenue at Jackson Avenue.
- (62) Eastbound and westbound lanes on Jackson Avenue at Vernon Avenue.
- (63) Eastbound lane on Jackson Avenue at Prairie Avenue.
- (64) Westbound lane on Henrietta Avenue at Kemman Avenue.
- (65) Eastbound and westbound lanes on Henrietta Avenue at Cleveland Avenue.
- (66) Eastbound lane on Henrietta Avenue at Harrison Avenue.
- (67) Westbound lane on Monroe Avenue at Kemman Avenue.

- (68) Northbound and southbound lanes on Cleveland Avenue at Monroe Avenue.
- (69) Northbound and southbound lanes on Harrison Avenue at Monroe Avenue.
- (70) Eastbound and westbound lanes on Monroe Avenue at Madison Avenue.
- (71) Northbound and southbound lanes on Madison Avenue at Grand Boulevard.
- (72) Southbound lane on Arthur Avenue at Monroe Avenue.
- (73) Eastbound and westbound lanes on Monroe Avenue at Maple Avenue.
- (74) Southbound lane on Elm Avenue at Monroe Avenue.
- (75) Eastbound lane on Monroe Avenue at Park.
- (76) Westbound lane on Monroe at Park Avenue.
- (77) Northbound lane on Park at Monroe Avenue.
- (78) Southbound lane on Oak Avenue at Monroe Avenue.
- (79) Northbound lane on Sunnyside Avenue at Monroe Avenue.
- (80) Southbound lane on Vernon at Monroe Avenue.
- (81) Eastbound lane on Monroe at Prairie Avenue.
- (82) Westbound lane on Washington Avenue at Kemman Avenue.
- (83) Northbound lane on Kemman Avenue at Washington Avenue.
- (84) Northbound lane on Blanchan Avenue at Washington Avenue.
- (85) Northbound and southbound lanes on Cleveland at Washington Avenue.
- (86) Northbound lane on Morton Avenue at Washington Avenue.

- (87) Northbound and southbound lanes on Harrison Avenue at Washington Avenue.
- (88) Northbound lane on Raymond Avenue at Washington Avenue.
- (89) Northbound and southbound lanes on Madison at Washington Avenue.
- (90) Eastbound and westbound lanes on Washington at its intersection with Broadway, Grand Boulevard and Maple Avenues.
- (91) Northwest bound and southeast bound lanes on Grand Boulevard at its intersection with Maple Avenue, Broadway and Washington Avenue.
- (92) Northbound and southbound lanes on Maple Avenue at its intersection with Broadway, Washington Avenue, and Grand Boulevard.
- (93) Southwest bound and northeast bound lanes on Broadway at its intersection with Washington Avenue, Grand Boulevard and Maple Avenue.
- (94) Northbound lane on Park Avenue at Washington Avenue.
- (95) Southbound lane on Oak Avenue at Washington Avenue.
- (96) Northbound lane on Sunnyside Avenue at Washington Avenue.
- (97) Northbound and southbound lanes on Vernon Avenues at Washington Avenue.
- (98) Northbound and southbound lanes on Prairie Avenue at Washington Avenue and eastbound and westbound lanes of Washington Avenue at Prairie Avenue.
- (99) Northbound lane on Forest Avenue at Washington Avenue.
- (100) Westbound lane on Lincoln Avenue at Kemman Avenue.
- (101) Northbound and southbound lanes on Blanchan Avenue at Lincoln Avenue.
- (102) Northbound and southbound lanes on Cleveland Avenue at Lincoln Avenue.

- (103) Northbound and southbound lanes on Morton Avenue at Lincoln Avenue.
- (104) Northbound and southbound lanes on Harrison Avenue at Lincoln Avenue.
- (105) Northbound and southbound lanes on Raymond Avenue at Lincoln Avenue.
- (106) Northbound and southbound lanes on Madison Avenue at Lincoln Avenue.
- (107) Northbound lane on Arthur Avenue at Lincoln Avenue.
- (108) Eastbound and westbound lanes on Lincoln Avenue at Maple Avenue.
- (109) Westbound lane on Lincoln Avenue at Sunnyside Avenue.
- (110) Northbound lane on Sunnyside Avenue at Grand Boulevard.
- (111) Southbound lane on Oak Avenue at Lincoln Avenue.
- (112) Westbound lane on Lincoln Avenue at Sunnyside Avenue.
- (113) Northbound and southbound lanes on Vernon Avenue at Lincoln Avenue.
- (114) Westbound lane on Lincoln at Prairie Avenue.
- (115) Westbound lane on Sherman Avenue with Maple Avenue.
- (116) Eastbound lane on Sherman Avenue with Park Avenue.
- (117) Westbound lane on Grant Avenue with Kemman Avenue.
- (118) Eastbound and westbound lanes on Grant Avenue at Blanchan Avenue.
- (119) Northbound and southbound lanes on Cleveland Avenue at Grant Avenue.
- (120) Eastbound and westbound lanes on Grant Avenue at Morton Avenue.

- (121) Northbound and southbound lanes on Harrison Avenue at Grant Avenue.
- (122) Eastbound and westbound lanes on Grant Avenue at Raymond Avenue.
- (123) Northbound and southbound lanes on Madison Avenue at Grant Avenue.
- (124) Eastbound and westbound lanes on Grant Avenue at Arthur Avenue.
- (125) Eastbound lane on Grant Avenue at Maple Avenue.
- (126) Northbound and southbound lanes on Park Avenue at Grant Avenue and westbound lane on Grant at Park Avenue.
- (127) Southbound lane on Vernon Avenue at Grant Avenue.
- (128) Eastbound and westbound lanes on Grant Avenue at Prairie Avenue.
- (129) Eastbound lane on Grant Avenue at Forest Avenue.
- (130) Westbound lane on Sheridan Avenue at Maple Avenue.
- (131) Eastbound and westbound lanes on Sheridan Avenue at Park Avenue.
- (132) Eastbound lane on Sheridan at Sunnyside Avenue.
- (133) Westbound lane on Fairview at Kemman Avenue.
- (134) Northbound and southbound lanes on Blanchan Avenue at Fairview Avenue.
- (135) Eastbound and westbound lanes on Fairview Avenue at Cleveland Avenue.
- (136) Northbound and southbound lanes on Morton Avenue at Fairview Avenue.
- (137) Eastbound and westbound lanes on Fairview at Harrison Avenue.

- (138) Northbound and southbound lanes on Raymond Avenue at Fairview Avenue.
- (139) Eastbound and westbound lanes on Fairview Avenue at Madison Avenue.
- (140) Northbound and southbound lanes on Arthur at Fairview Avenue.
- (141) Eastbound and westbound lanes on Fairview at Maple Avenue.
- (142) Northbound lane on Elm Avenue at Fairview Avenue.
- (143) Northbound and southbound lanes on Park Avenue at Fairview Avenue.
- (144) Westbound lane on Fairview Avenue at Sunnyside Avenue and northbound and southbound lanes on Sunnyside at Fairview Avenue.
- (145) Southbound lane on Blanchan Avenue at Southview Avenue.
- (146) Southbound lane on Cleveland Avenue at Southview Avenue.
- (147) Southbound lane on Morton Avenue at Southview Avenue.
- (148) Southbound lane on Harrison Avenue at Southview Avenue.
- (149) Southbound lane on Raymond Avenue at Southview Avenue.
- (150) Southbound lane on Madison Avenue at Southview Avenue.
- (151) Southbound lane on Arthur Avenue at Southview Avenue.
- (152) Eastbound lane on Southview at Maple Avenue.
- (153) Westbound lane on Brookfield Avenue at Maple Avenue.
- (154) Southbound lane on Elm Avenue at Brookfield Avenue.
- (155) Southbound lane on Park Avenue at Brookfield Avenue.
- (156) Southbound lane on Sunnyside Avenue at Brookfield Avenue.
- (157) Eastbound and westbound lanes on Brookfield Avenue at its intersection with Grand Boulevard and Prairie Avenues.

(158) Southeastbound lane on Grand Boulevard at its intersection with Fairview Avenue, Brookfield Avenue and Prairie Avenue.

(159) Southbound lane on Prairie Avenue at its intersection with Grand Boulevard and Brookfield Avenue.

(160) Southbound lane on Forest Avenue at Brookfield Avenue.

(161) Southbound lane on McCormick Avenue at 31st Street.

(162) Northbound and southbound lanes on Arden Avenue at Rockefeller Avenue.

(163) Eastbound and westbound lanes on Rockefeller Avenue at McCormick Avenue.

(164) Eastbound lane on Rockefeller Avenue at Golf Avenue.

(165) Northbound and southbound lanes on Arden Avenue at Washington Avenue.

(166) Northbound and southbound lanes on McCormick Avenue. at Washington Avenue.

(167) Northbound lane on Rosemead Avenue at Washington Avenue.

(168) Northbound and southbound lanes on Hollywood Avenue at Washington Avenue.

(169) Northbound lane on Woodside Avenue at Washington Avenue.

(170) Eastbound lane on Washington Avenue at Golf Avenue and northbound and southbound lanes on Golf Avenue at Washington Avenue.

(171) Westbound lane on Parkview Avenue at Arden Avenue.

(172) Eastbound and westbound lanes on Parkview Avenue at McCormick Avenue.

(173) Northbound lane on Woodside Avenue at Parkview Avenue.

(174) Southbound lane on Golf Road at Parkview Avenue.

(175) Southbound lane on Arden Avenue at Brookfield Avenue.

- (176) Southbound lane on McCormick Avenue at Brookfield Avenue.
- (177) Southbound lane on Rosemead Avenue at Brookfield Avenue.
- (178) Eastbound and westbound lanes of Brookfield Avenue at its intersection with the southbound leg of Hollywood Avenue as its crossing with the Burlington Northern Santa Fe Railroad tracks.
- (179) Southbound lane on Hollywood Avenue at Brookfield Avenue.
- (180) Westbound lane on Burlington Avenue at DuBois Boulevard.
- (181) Eastbound and westbound lanes on Burlington Avenue. at Maple Avenue.
- (182) Northbound lane on Oak Avenue at Burlington Avenue.
- (183) Northbound lane on Sunnyside Avenue at Burlington Avenue.
- (184) Northbound lane on Vernon Avenue at Burlington Avenue.
- (185) Eastbound and westbound lanes on Burlington Avenue at Prairie Avenue and northbound lane on Prairie Avenue at Burlington Avenue.
- (186) Eastbound lane on Burlington Avenue at Forest Avenue.
- (187) Eastbound lane on Burlington Avenue at Grove Avenue and northbound lane on Grove Avenue at Burlington Avenue.
- (188) Northbound lane of Elm Avenue at Southview Avenue.
- (189) Westbound lane of Southview Avenue at its intersection with Burlington Avenue.
- (190) Northbound and Southbound lanes of Oak Avenue at Southview Avenue.
- (191) Eastbound and westbound lanes on Southview Avenue at Sunnyside Avenue.
- (192) Northbound and southbound lanes on Vernon Avenue at Southview Avenue.
- (193) Eastbound and westbound lanes on Southview Avenue at Prairie Avenue.

(194) Northbound and southbound lanes of Forest Avenue at Southview Avenue and eastbound and westbound lanes on Southview Avenue at Forest Avenue.

(196) Westbound lane on Windemere Avenue at Raymond Avenue.

(197) Northbound and southbound lanes on Madison Avenue at Windemere Avenue.

(198) Eastbound and westbound lanes on Windemere Avenue at Arthur Avenue and northbound and southbound lanes on Arthur Avenue at Windemere Avenue.

(199) Eastbound and westbound lanes on Windemere Avenue at Maple Avenue.

(200) Eastbound and westbound lanes on Windemere Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Windemere Avenue.

(201) Eastbound and westbound lanes on Windemere Avenue at Park Avenue.

(202) Eastbound and westbound lanes on Windemere Avenue at Oak Avenue.

(203) Northbound and southbound lanes on Sunnyside Avenue at Windemere Avenue.

(204) Eastbound and westbound lanes on Windemere Avenue at Vernon and northbound and southbound lanes on Vernon Avenue at Windemere Avenue.

(205) Eastbound and westbound lanes on Windemere Avenue at Prairie Avenue and northbound and southbound lanes on Prairie Avenue at Windemere Avenue.

(206) Eastbound and westbound lanes on Windemere Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Windemere Avenue.

(207) Northbound and southbound lanes on Grove Avenue at Windemere Avenue.

- (208) Eastbound lane on Windemere Avenue at Custer Avenue and southbound lane on Custer Avenue at Windemere Avenue.
- (209) Northbound and southbound lanes on Blanchan Avenue at Ogden Avenue.
- (210) Northbound and southbound lanes on Deyo Avenue at Ogden Avenue.
- (211) Northbound and southbound lanes on Raymond Avenue at Ogden Avenue.
- (212) Northbound and southbound lanes on Madison Avenue at Ogden Avenue.
- (213) Northbound and southbound lanes on Arthur Avenue at Ogden Avenue.
- (214) Northbound and southbound lanes on Elm Avenue at Ogden Avenue.
- (215) Northbound and southbound lanes on Park Avenue at Ogden Avenue.
- (216) Northbound and southbound lanes on Oak Avenue at Ogden Avenue.
- (217) Northbound and southbound lanes on Sunnyside Avenue at Ogden Avenue.
- (218) Northbound and southbound lanes on Vernon Avenue at Ogden Avenue.
- (219) Northbound and southbound lanes on Forest Avenue at Ogden Avenues.
- (220) Northbound and southbound lanes on Grove Avenue at Ogden Avenue.
- (221) Westbound lane on Rochester Avenue at Eberly Avenue
- (222) Eastbound and westbound lanes on Rochester Avenue and northbound and southbound lanes on Blanchan Avenue at Rochester Avenue.

(223) Eastbound and westbound lanes on Rochester Avenue at DuBois Boulevard at Rochester Avenue.

(224) Northbound and southbound lanes on Deyo Avenue at Rochester Avenue.

(225) Eastbound and westbound lanes on Rochester Avenue at Raymond Avenue and northbound and southbound lanes on Raymond Avenue at Rochester Avenue.

(226) Northbound and southbound lanes on Madison Avenue at Rochester Avenue.

(227) Northbound and southbound lanes on Arthur Avenue at Rochester Avenue.

(228) Eastbound and westbound lanes on Rochester Avenue at Maple Avenue.

(229) Eastbound and westbound lanes on Rochester Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Rochester Avenue.

(230) Northbound and southbound lanes on Park Avenue at Rochester Avenue.

(231) Eastbound and westbound lanes on Rochester Avenue at Oak Avenue.

(232) Northbound and southbound lanes on Sunnyside Avenue at Rochester Avenue.

(233) Northbound and southbound lanes on Vernon Avenue at Rochester Avenue.

(234) Eastbound and westbound lanes on Rochester Avenue at Prairie Avenue.

(235) Northbound and southbound lanes on Forest Avenue at Rochester.

(236) Northbound and southbound lanes on Grove Avenue at Rochester Avenue.

(237) Eastbound lane on Rochester Avenue at Custer Avenue

- (238) Westbound lane on Shields Avenue at Eberly Avenue and northbound lane on Eberly Avenue at Shield Avenue.
- (239) Northbound and southbound lanes on Blanchan Avenue at Shields Avenue.
- (240) Eastbound and westbound lanes on Shields Avenue at DuBois Boulevard and northbound and southbound lanes on DuBois Boulevard at Shields Avenue.
- (241) Northbound and southbound lanes on Deyo Avenue at Shields Avenue.
- (242) Eastbound and westbound lanes on Shields Avenue at Raymond Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (243) Eastbound and westbound lanes on Shields Avenue at Madison Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (244) Northbound and southbound lanes on Arthur Avenue at Shields Avenue.
- (245) Eastbound and westbound lanes on Madison Avenue at Shields Avenue and northbound and southbound lanes on Madison Avenue at Shields Avenue.
- (246) Northbound and southbound lanes on Elm Avenue at Shields Avenue.
- (247) Northbound and southbound lanes on Park Avenue at Shields Avenue.
- (248) Southbound lane on Oak Avenue at Shields Avenue.
- (249) Northbound and southbound lanes on Sunnyside Avenue at Shields Avenue.
- (250) Northbound and southbound lanes on Vernon Avenue at Shields Avenue.
- (251) Eastbound and westbound lanes on Shields Avenue at Prairie Avenue and northbound and southbound lanes on Prairie Avenue at Shields Avenue.

(252) Eastbound and westbound lanes on Shields Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Shields Avenue.

(253) Southbound lane on Grove Avenue at Shields Avenue.

(254) Eastbound lane on Shields Avenue at Custer Avenue and southbound lane on Custer Avenue at Shields Avenue.

(255) Westbound lane on Congress Park Avenue at Eberly Avenue.

(256) Eastbound and westbound lanes on Congress Park Avenue at Blanchan Avenue.

(257) Eastbound and westbound lanes on DuBois Boulevard at Congress Park Avenue and northbound and southbound lanes on DuBois Boulevard at Congress Park Avenue.

(258) Northbound and southbound lanes on Deyo Avenue at Congress Park Avenue.

(259) Eastbound and westbound lanes on Congress Park Avenue. at Raymond Avenue and northbound and southbound lanes on Raymond Avenue at Congress Park Avenue.

(260) Eastbound and westbound lanes on Congress Park Avenue, at Madison Avenue and northbound and southbound lanes on Madison Avenue at Congress Park Avenue.

(261) Eastbound and westbound lanes on Congress Park Avenue at Arthur Avenue.

(262) Eastbound and westbound lanes on Congress Park Avenue at Maple Avenue.

(263) Eastbound and westbound lanes on Congress Park Avenue at Elm Avenue and northbound and southbound lanes on Elm Avenue at Congress Park Avenue.

(264) Eastbound and westbound lanes on Congress Park Avenue at Prairie Avenue.

(265) Eastbound and westbound lanes on Congress Park Avenue at Forest Avenue and northbound and southbound lanes on Forest Avenue at Congress Park Avenue.

(266) Eastbound lane on Congress Park Avenue at Custer Avenue and southbound lane on Custer at Congress Park Avenue.

(267) Southbound lane on Custer Avenue at Plainfield Road.

(268) Westbound lane on 44th Place at Plainfield Road.

(269) Westbound lane on Gerritsen Avenue at Eberly Avenue.

(270) Northbound and southbound lanes on Blanchan Avenue at Gerritsen Avenue.

(271) Eastbound and westbound lanes on Gerritsen Avenue at DuBois Boulevard.

(272) Eastbound and westbound lanes on Gerritsen Avenue at Deyo Avenue.

(273) Northbound and southbound lanes on Raymond Avenue at Gerritsen Avenue.

(274) Eastbound and westbound lanes on Gerritsen Avenue at Madison Avenue.

(275) Northbound and southbound lanes on Arthur Avenue at Gerritsen Avenue.

(276) Eastbound and westbound Gerritsen Avenue at Maple Avenue.

(277) Eastbound and westbound lanes on Gerritsen Avenue at Avenue and northbound and southbound lanes on Elm Avenue at Gerritsen Avenue.

(278) Northbound and southbound lanes on Sunnyside Avenue at Gerritsen Avenue.

(279) Southbound lane on Vernon Avenue at Gerritsen Avenue.

(280) Eastbound lane on Gerritsen Avenue at Prairie Avenue.

(281) Westbound lane on Sahler Avenue at Eberly Avenue.

- (282) Southbound lane on Blanchan Avenue at Sahler Avenue.
- (283) Eastbound and westbound lanes on Sahler Avenue, at DuBois Boulevard and northbound and southbound lanes on DuBois Boulevard at Sahler Avenue.
- (284) Northbound and southbound lanes on Deyo Avenue at Sahler Avenue.
- (285) Eastbound and westbound lanes on Sahler Avenue at Raymond Avenue.
- (286) Northbound and southbound lanes on Madison Avenue at Sahler Avenue.
- (287) Eastbound and westbound lanes on Sahler Avenue at Arthur Avenue.
- (288) Eastbound and westbound lanes on Sahler Avenue at Maple Avenue.
- (289) Northbound and southbound lanes on Elm Avenue at Sahler Avenue.
- (290) Eastbound and westbound lanes on Sahler Avenue at Park Avenue and southbound lane on Park Avenue at Sahler Avenue.
- (291) Southbound lane on Oak Avenue at Sahler Avenue.
- (292) Eastbound lane on Sahler Avenue at Sunnyside Avenue and southbound lane on Sunnyside Avenue at Sahler Avenue.
- (293) Southbound lane on Sunnyside Avenue at Plainfield Road.
- (294) Northbound lane on Vernon Avenue at Plainfield Road.
- (295) Northbound and southbound lanes on Prairie Avenue at Plainfield Road.
- (296) Northbound and southbound lanes on Forest Avenue at Plainfield Road.
- (297) Westbound lane on Gerritsen Avenue at Plainfield Road.

- (298) Eastbound lane on Gerritsen Avenue at Custer Avenue.
- (299) Northbound lane on Grove Avenue at 45th Place.
- (300) Eastbound lane on 45th Place at Custer Avenue.
- (301) Southbound lane on Blanchan Avenue at 47th Street.
- (302) Southbound lane on DuBois Boulevard at 47th Street.
- (303) Southbound lane on Deyo Avenue at 47th Street.
- (304) Southbound lane on Raymond Avenue at 47th Street.
- (305) Southbound lane on Arthur Avenue at 47th Street.
- (306) Southbound lane on Elm Avenue at Maple Avenue.
- (307) Southbound lane on Maple Avenue at 47th Street.
- (308) Southbound lane on Vernon Avenue at 47th Street.
- (309) Southbound lane on Prairie Avenue at 47th Street.
- (310) Southbound lane on Forest Avenue at 47th Street.
- (311) Southbound lane on Grove Avenue at 47th Street.
- (312) Southbound lane on Custer Avenue at 47th Street.
- (313) Eastbound and westbound lanes on Bartlett at Park Avenue.
- (314) Eastbound and westbound lanes on Grant Avenue at Sunnyside Avenue.
- (315) Northbound lane on Sunnyside Avenue at Grand Boulevard.
- (316) Northwestbound and southwest bound lanes on Grand Boulevard at Grant Avenue.
- (317) Northbound lane on Deyo Avenue at Burlington Avenue.
- (318) Northbound lane on Raymond Avenue at Burlington Avenue.
- (319) Northbound lane on Madison at Burlington Avenue.

- (320) Northbound lane on Arthur at Burlington Avenue.
- (321) Westbound lane on Jefferson Avenue at Kemman Avenue.
- (322) Eastbound and westbound lanes on Jefferson Avenue at Cleveland Avenue.
- (323) Eastbound and westbound lanes on Jefferson Avenue at Harrison Avenue.
- (324) Eastbound lane on Jefferson Avenue at Madison Avenue.
- (325) Southwestbound lane on Broadway at Madison Avenue.
- (326) Westbound lane on Lincoln Avenue at Madison Avenue.
- (327) Westbound lane on 47th Street at Eberly Avenue.
- (328) Eastbound lane on Ridgewood Avenue at Golf Road.
- (329) Eastbound and Westbound lanes on Monroe Avenue at Harrison Avenue.
- (330) Eastbound lane on Southview at Morton Avenue.
- (331) Eastbound lane on Southview Avenue at Raymond Avenue.

Section 3: Signs. The Village Manager be and is hereby authorized and directed to cause the appropriate sign conforming to the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways to be erected, as necessary, in the appropriate locations to notify the drivers of motor vehicles traveling eastbound on Southview Avenue of the requirement to stop at the intersection of Raymond Avenue as established by this ordinance.

Section 4: Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

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Section 5. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form and following the erection of appropriate signage as authorized herein and required by law.

ADOPTED this 27th day of October 2008 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2008.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of October 2008.

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

ORDINANCE NO. 2008 - 84

**AN ORDINANCE AMENDING SECTIONS 03-2 ENTITLED "LICENSE REQUIRED"
AND 03-32 ENTITLED "CLASSES, HOURS AND FEES" OF CHAPTER 3 ENTITLED
"ALCOHOLIC LIQUOR" OF THE
VILLAGE OF BROOKFIELD CODE OF ORDINANCES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF OCTOBER 2008**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois,
the 28th day of October 2008.

ORDINANCE NO. 2008 - 84

**AN ORDINANCE AMENDING SECTIONS 03-2 ENTITLED "LICENSE REQUIRED"
AND 03-32 ENTITLED "CLASSES, HOURS AND FEES" OF CHAPTER 3 ENTITLED
"ALCOHOLIC LIQUOR" OF THE
VILLAGE OF BROOKFIELD CODE OF ORDINANCES**

WHEREAS, the Twenty-First Amendment to the United States Constitution confers to the states the authority to regulate and prohibit the use of alcoholic beverages; and

WHEREAS, pursuant to the Illinois Liquor Control Act of 1934, (235 ILCS 5/1-1 *et seq.*), and the Illinois Municipal Code, (65 ILCS 5/4-1), the Village of Brookfield has the authority to regulate the sale and delivery of alcoholic beverages within the Village; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it in the best interest of the Village and its residents to amend Section 03-2 of the Village of Brookfield Code of Ordinances; and

WHEREAS, pursuant to Section 6-14 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/6-14) , the corporate authorities of the Village of Brookfield is expressly empowered to regulate and authorize the hours of sale of alcoholic liquor on Sundays; and

WHEREAS, the corporate authorities of the Village of Brookfield further deem it to be in the best interests of the Village and its residents to amend Section 03-32 of the Village of Brookfield Code of Ordinances amending the permitted hours of sale and delivery of alcoholic liquor on Sundays;

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. Amending License Requirement.

Section 03-2 entitled "License required" of Chapter 3 entitled "Alcoholic Liquor" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

SEC. 03-2. License required

It shall be unlawful:

- (1) To sell or offer for sale, alcoholic liquor, at retail, in the Village, without having a Village retail liquor license for each location, place or premises where the seller is located;
- (2) For any person directly or indirectly responsible for any premises to which the public is admitted to give or offer to give alcoholic liquor for consumption or to allow any individuals upon said premises to consume alcoholic liquor unless said person is licensed to sell alcoholic liquor on said premises; provided, however, that the possession and dispensation of wine by an authorized representative of any church for the purpose of conducting any bona fide rite or religious ceremony conducted by such church shall not be a violation of this section.

(3) For any person, licensed as a Village retail liquor dealer, to sell, serve, or offer to serve, alcoholic liquor in violation of the terms of any license pursuant to this Chapter. (Ord. 90-21, 4-9-90)

Section 3: Amending Hours of Permitted Operation.

Section 03-32 entitled "Classes, Hours and Fees" of Chapter 3 entitled "Alcoholic Liquor" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

SEC. 03-32. Classes, Hours and Fees

This section sets forth the classes of licenses available in the Village.

No person shall sell, offer for sale, permit to be sold or allow anyone on any premises licensed to sell alcoholic liquor to consume or to have in his or her possession for consumption, any alcoholic liquor during the following times set for closing.

CLASS 1. Authorizes as the primary sale of all alcoholic liquors, the retail sale of all alcoholic liquors to be consumed on the premises and incidental thereto, shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off-premises.

For holders of Class 1 licenses, the hours during which no liquor shall be sold shall be as follows:

A. For every day except Saturday, Sunday and legal holidays, the hours shall be between 3:00 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays the hours shall be between 4:00 a.m. and 7:00 a.m. on Saturday and holidays and 4:00 a.m. and 11:00 a.m. on Sunday.

The annual fee for a Class 1 license is \$2,400.00.

CLASS 2. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises and incidental thereof, shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off premises.

For holders of Class 2 licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:30 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:30 a.m. and 7:00 a.m. on Saturday and holidays and between 2:30 a.m. and 11:00 a.m. on Sunday.

The annual fee for Class 2 licenses is \$1,800.00.

CLASS 2A. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises and incidental thereof, and shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off premises.

For holders of Class 2A licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:00 a.m. and 7:00 a.m.;

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 a.m. and 7:00 a.m. on Saturday and legal holidays and between 2:00 a.m. and 11:00 a.m. noon on Sunday.

The annual fee for Class 2A licenses is \$1,750.00.

CLASS 3. Authorizes the retail sale of all alcoholic liquors in their original package to be consumed off the premises only.

For holders of Class 3 licenses the hours which no liquor shall be sold shall be every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and 11:00 a.m..

The annual fee for Class 3 license is \$1,275.00.

CLASS 4. Authorizes the sale of all alcoholic liquors by incorporated clubs which have held a national or State charter of incorporation for a period of at least two (2) full years prior to making of application for such license, and provided that the sale of liquor shall be made to duly authorized members and their guests only such liquor to be consumed on premises.

For holders of Class 4 licenses the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m..

The annual fee for a Class 4 license is \$350.00.

CLASS 5. Authorizes as the primary sales of alcoholic beverages the retail sale or wines, beers and malt beverages to be consumed on the premises and incidental thereto the sale of wines, beers, and malt beverages in the original package to be consumed off premises.

For holders of Class 5 licenses, the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m..

The annual fee for a Class 5 license is \$600.00.

CLASS 6. Authorizes the retail sale of wines, beers and malt beverages in the original package to be consumed off the premises.

For holders of Class 6 licenses the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m. except Sunday which shall be between 2:00 a.m. and 11:00 a.m..

The annual fee for a Class 6 license is \$600.00.

CLASS 7. Authorizes the retail sale of wines, beers and malt beverages to be consumed on the premises of not-for-profit corporations incorporated under the charters of the State that provide for the cultural, educational, and/or recreational enrichment of the public, provided that primary function of said not-for-profit corporation should not be related to the serving of food or beverages and that no greater than fifty (50) percent of the net income of said corporation is derived from the sale of alcoholic liquors shall be consumed on the premises only, at designated sites upon the premises only, at designated sites upon the premises authorized.

For holders of Class 7 licenses, the hours during which no liquor shall be sold shall be every day between the hour of 2:00 a.m. and 7:00 a.m. except Sunday which shall be between 2:00 a.m. and 11:00 a.m..

The annual fee for a Class 7 license is \$1,000.00.

CLASS 7A. Authorizes the retail sale of all alcoholic liquor to be consumed on the premises of not-for-profit corporations incorporated under the charters of the State that provide for the cultural, educational, and/or recreational enrichment of the public, provided that primary function of the not-for-profit corporation is not related to the serving of food or beverages and that no greater than fifty (50%) percent of the net income of the corporation is derived from the sale of alcoholic beverages. Further provided that the sale of such alcoholic liquors shall be at designated separately licensed sites upon the premises and that the alcoholic liquors shall be consumed on the licensed site only.

For holders of Class 7A licenses the hours during which no liquor shall be sold shall be every day between the hour of 2:00 a.m. and 7:00 a.m. except Sunday, which shall be between 2:00 a.m. and 11:00 a.m.

The annual fee for a Class 7 license is \$1,000.00.

CLASS 8. Authorizes the retail sale of all alcoholic liquors to be consumed on the premises in conjunction with events of short durations such as festivals, picnics, business, open house, banquets, or other special events, either for a structure or an outdoor location. This license is limited to occasions when groups are assembled on the premises for the promotion of some common object other than the sale and consumption of alcoholic liquor.

Issuance of such license shall be granted to schools, churches, hospitals, homes for the aged, indigent or veterans, military or naval station, government group, community or fraternal organization incorporated under a community or fraternal organization incorporated under a general not-for-profit corporation act,

or any other public function the Local Liquor Commissioner deems appropriate. Provided, however, that no applicant may receive such temporary license for more than six (6) events per year, each of which may not last longer than seven (7) days. This license is exempt from the provisions of Sections 03-30 and 03-31.

The license shall state the place and times at which and during which the retail sale may take place. The fee for such license shall be thirty dollars (\$30) unless waived by the Local Liquor Control Commissioner.

Class 9. Authorizes the sale of all alcoholic liquors by licensed caterers, at private functions, when sold in conjunction with the service of food, and limited to invited guests only. Such alcoholic liquors are to be consumed on the premises, at sites designated in the liquor license application.

For holders of Class 9 licenses, the hours during which no liquor shall be sold shall be every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and 11:00 a.m..

The annual fee for a Class 9 license is \$300.00.

CLASS 10. Authorizes the retail sale of domestic and imported beer, domestic and malt beverages to be sold by the can or bottle and not on tap; domestic and imported wines; and all alcoholic liqueurs for consumption on the premises limited to table service from a service bar. Amusement devices as described and regulated in Chapter 7, Article XI of the Brookfield Code of Ordinances are prohibited in an establishment holding a class "10" license. All theatricals, shows and amusements requiring licenses pursuant to Chapter 7, Article II of the

Brookfield Code of Ordinances are prohibited in an establishment holding a class "10" license, except that non-amplified entertainment by a single instrument (e.g., piano, flute, etc.) or a single vocalist accompanied by a single instrument, both without amplification, may be permitted. A Class 10 license is intended to apply to an establishment commonly known as a "cigar bar." The hours during which no alcoholic beverage shall be sold, given, delivered or consumed shall be every day between the hours of 2:00 a.m. and 2:00 p.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m.

The annual fee for a Class 10 license is \$1,600.00.

CLASS 11. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises only.

For holders of Class 11 licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:00 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 a.m. and 7:00 a.m. on Saturday and legal holidays and 2:00 a.m. and 11:00 a.m. on Sunday.

The annual fee for a Class 11 license is \$1,250.00.

CLASS 11A. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises only.

For holders of Class 11A licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:30 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 a.m. and 7:00 a.m. on Saturday and legal holidays and 2:00 a.m. and 11:00 a.m. on Sunday.

The annual fee for a Class 11A license is \$1,250.00.

CLASS S and CLASS S1: Are subsidiary license categories required for the retail sale of alcoholic liquor in locations external to the premise, such as outdoor cafes. No Class S or Class S1 subsidiary license will be issued unless a regular Class 1 through 7 license has been applied for and granted. Each Class S or Class S1 subsidiary license shall be independent of the regular license for purposes of enforcement; provided, however, that, if the regular Class 1 through 7 license is revoked, the Class S or Class S1 subsidiary license shall also be revoked.

For holders of Class S or Class S1 subsidiary license, hours during which no liquor shall be sold shall be as follows:

A. For every day except Friday, Saturday, Sunday and legal holidays, the hours shall be between 10:00 p.m. and 11:00 a.m.

B. On Friday, Saturday and legal holidays, as established by State Statute, the hours shall be between 11:00 p.m. and 11:00 a.m.

C. On Sundays, the hours shall be between 10:00 p.m. and 11:00 a.m..

The annual fee for Class S or Class S1 subsidiary license shall be 20% of the fee for the regular Class 1 through 7 license issued for the premises.

CLASS B. A Class B subsidiary license is required for the sale at retail of wine only on Sundays between the hours of 11:00 a.m. and 12:00 Noon in conjunction with the service of a meal at a restaurant. All wine served between the hours of 11:00 a.m. and 12:00 Noon shall be served at tables where meals are being served. No wine shall be served to patrons who are seated at a bar or who are not being served a meal. A Class B subsidiary license may only be issued upon the approval of the Liquor Commissioner to a holder of a valid Class 1, 2, 4, 5, 7, 8 or 9 license. The license shall expire on the same date as the underlying liquor license held; however, the Class B subsidiary license shall be independent for purposes of enforcement and renewal. A Class B subsidiary license may only be renewed upon the approval of the Liquor Commissioner. If the underlying liquor license is revoked or is not renewed, the Class B subsidiary license shall also be revoked or not renewed as the proper case may be. No additional fee shall be charged for the issuance of a Class B subsidiary license to the holder of a valid Class 1, 2, 4, 5, 7, 8 or 9 license.

The term "legal holidays" as that term is used in this Chapter shall mean those days during any calendar year that are determined to be legal holidays by the Liquor Commissioner of the Village of Brookfield. The Liquor Commissioner shall, prior to December 31st of the prior year, provide to the Village Clerk a list of the dates of all holidays for the upcoming year to be available for inspection by the general public during normal Village business hours.

Section 4. Effective Date.

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

ADOPTED this 27th day of October 2008, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2008.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of October 2008.

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

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WHEREAS, the Twenty-First Amendment to the United States Constitution confers to the states the authority to regulate and prohibit the use of alcoholic beverages; and

WHEREAS, pursuant to the Illinois Liquor Control Act of 1934, (235 ILCS 5/1-1 *et seq.*), and the Illinois Municipal Code, (65 ILCS 5/4-1), the Village of Brookfield has the authority to regulate the sale and delivery of alcoholic beverages within the Village; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it in the best interest of the Village and its residents to amend Section 03-2 of the Village of Brookfield Code of Ordinances; and

WHEREAS, pursuant to Section 6-14 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/6-14) , the corporate authorities of the Village of Brookfield is expressly empowered to regulate and authorize the hours of sale of alcoholic liquor on Sundays; and

WHEREAS, the corporate authorities of the Village of Brookfield further deem it to be in the best interests of the Village and its residents to amend Section 03-32 of the Village of Brookfield Code of Ordinances amending the permitted hours of sale and delivery of alcoholic liquor on Sundays;

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. Amending License Requirement.

Section 03-2 entitled "License required" of Chapter 3 entitled "Alcoholic Liquor" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

SEC. 03-2. License required

It shall be unlawful:

(1) To sell or offer for sale, alcoholic liquor, at retail, in the Village, without having a Village retail liquor license for each location, place or premises where the seller is located;

(2) For any person directly or indirectly responsible for any premises to which the public is admitted to give or offer to give alcoholic liquor for consumption or to allow any individuals upon said premises to consume alcoholic liquor unless said person is licensed to sell alcoholic liquor on said premises; provided, however, that the possession and dispensation of wine by an authorized representative of any church for the purpose of conducting any bona fide rite or religious ceremony conducted by such church shall not be a violation of this section.

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(3) For any person, licensed as a Village retail liquor dealer, to sell, serve, or offer to serve, alcoholic liquor in violation of the terms of any license pursuant to this Chapter. (Ord. 90-21, 4-9-90)

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Section 3: Amending Hours of Permitted Operation.

Section 03-32 entitled "Classes, Hours and Fees" of Chapter 3 entitled "Alcoholic Liquor" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

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SEC. 03-32. Classes, Hours and Fees

This section sets forth the classes of licenses available in the Village.

No person shall sell, offer for sale, permit to be sold or allow anyone on ~~his~~ any premises ~~licensed to sell alcoholic liquor to~~ consume or to have in his ~~or her~~ possession for consumption, any alcoholic liquor during the following times set for closing.

CLASS 1. Authorizes as the primary sale of all alcoholic liquors, the retail sale of all alcoholic liquors to be consumed on the premises and incidental thereto, shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off-premises.

For holders of Class 1 licenses, the hours during which no liquor shall be sold shall be as follows:

- A. For every day except Saturday, Sunday and legal holidays, the hours shall be between 3:00 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays the hours shall be between 4:00 a.m. and 7:00 a.m. on Saturday and holidays and 4:00 a.m. and ~~12:00 noon~~ 11:00 a.m. on Sunday.

The annual fee for a Class 1 license is \$2,400.00.

CLASS 2. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises and incidental thereof, shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off premises.

For holders of Class 2 licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:30 a.m. and 7:00 a.m.

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:30 a.m. and 7:00 a.m. on Saturday and holidays and between 2:30 a.m. and ~~12:00 noon~~ 11:00 a.m. on Sunday.

The annual fee for Class 2 licenses is \$1,800.00.

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CLASS 2A. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises and incidental thereof, and shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off premises.

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For holders of Class 2A licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:00 ~~AM~~ a.m. and 7:00 ~~AM~~ a.m.;

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 AM ~~a.m.~~ and 7:00 am ~~a.m.~~ on Saturday and legal holidays and between 2:00 a.m. and 11:00 a.m. ~~12:00-noon~~ on Sunday.

The annual fee for Class 2A licenses is \$1,750.00.

CLASS 3. Authorizes the retail sale of all alcoholic liquors in their original package to be consumed off the premises only.

For holders of Class 3 licenses the hours which no liquor shall be sold shall be every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and 11:00 a.m. ~~12:00-noon~~.

The annual fee for Class 3 license is \$1,275.00.

CLASS 4. Authorizes the sale of all alcoholic liquors by incorporated clubs which have held a national or State charter of incorporation for a period of at least two (2) full years prior to making of application for such license, and provided that the sale of liquor shall be made to duly authorized members and their guests only such liquor to be consumed on premises.

For holders of Class 4 licenses the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m. ~~12:00 noon~~.

The annual fee for a Class 4 license is \$350.00.

CLASS 5. Authorizes as the primary sales of alcoholic beverages the retail sale or wines, beers and malt beverages to be consumed on the premises and incidental thereto the sale of wines, beers, and malt beverages in the original package to be consumed off premises.

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For holders of Class 5 licenses, the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m., except Sunday which shall be between 2:00 a.m. and ~~11:00 a.m.12:00 noon.~~

The annual fee for a Class 5 license is \$600.00.

CLASS 6. Authorizes the retail sale of wines, beers and malt beverages in the original package to be consumed off the premises.

For holders of Class 6 licenses the hours during which no liquor shall be sold shall be every day between the hours of 2:00 a.m. and 7:00 a.m. except Sunday which shall be between 2:00 a.m. and ~~11:00 a.m.12:00 noon.~~

The annual fee for a Class 6 license is \$600.00.

CLASS 7. Authorizes the retail sale of wines, beers and malt beverages to be consumed on the premises of not-for-profit corporations incorporated under the charters of the State that provide for the cultural, educational, and/or recreational enrichment of the public, provided that primary function of said not-for-profit corporation should not be related to the serving of food or beverages and that no greater than fifty (50) percent of the net income of said corporation is derived from the sale of alcoholic liquors shall be consumed on the premises only, at designated sites upon the premises only, at designated sites upon the premises authorized.

For holders of Class 7 licenses, the hours during which no liquor shall be sold shall be every day between the hour of 2:00 a.m. and 7:00 a.m. except Sunday which shall be between 2:00 a.m. and ~~11:00 a.m.12:00 noon.~~

The annual fee for a Class 7 license is \$1,000.00.

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CLASS 7A. Authorizes the retail sale of all alcoholic liquor to be consumed on the premises of not-for-profit corporations incorporated under the charters of the State that provide for the cultural, educational, and/or recreational enrichment of the public, provided that primary function of the not-for-profit corporation is not related to the serving of food or beverages and that no greater than fifty (50%) percent of the net income of the corporation is derived from the sale of alcoholic beverages. Further provided that the sale of such alcoholic liquors shall be at designated separately licensed sites upon the premises and that the alcoholic liquors shall be consumed on the licensed site only.

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For holders of Class 7A licenses the hours during which no liquor shall be sold shall be every day between the hour of 2:00 a.m. and 7:00 a.m. except Sunday, which shall be between 2:00 a.m. and ~~11:00 a.m. 12:00-noon.~~

The annual fee for a Class 7 license is \$1,000.00.

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CLASS 8. Authorizes the retail sale of all alcoholic liquors to be consumed on the premises in conjunction with events of short durations such as festivals, picnics, business, open house, banquets, or other special events, either for a structure or an outdoor location. This license is limited to occasions when groups are assembled on the premises for the promotion of some common object other than the sale and consumption of alcoholic liquor.

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Issuance of such license shall be granted to schools, churches, hospitals, homes for the aged, indigent or veterans, military or naval station, government group, community or fraternal organization incorporated under a community or fraternal organization incorporated under a general not-for-profit corporation act,

or any other public function the Local Liquor Commissioner deems appropriate. Provided, however, that no applicant may receive such temporary license for more than six (6) events per year, each of which may not last longer than seven (7) days. This license is exempt from the provisions of Sections 03-30 and 03-31.

The license shall state the place and times at which and during which the retail sale may take place. The fee for such license shall be thirty dollars (\$30) unless waived by the Local Liquor Control Commissioner.

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Class 9. Authorizes the sale of all alcoholic liquors by licensed caterers, at private functions, when sold in conjunction with the service of food, and limited to invited guests only. Such alcoholic liquors are to be consumed on the premises, at sites designated in the liquor license application.

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For holders of Class 9 licenses, the hours during which no liquor shall be sold shall be every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and ~~11:00 a.m.~~ 12:00-noon.

The annual fee for a Class 9 license is \$300.00.

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CLASS 10. Authorizes the retail sale of domestic and imported beer, domestic and malt beverages to be sold by the can or bottle and not on tap; domestic and imported wines; and all alcoholic liqueurs for consumption on the premises limited to table service from a service bar. Amusement devices as described and regulated in Chapter 7, Article XI of the Brookfield Code of Ordinances are prohibited in an establishment holding a class "10" license. All theatricals, shows and amusements requiring licenses pursuant to Chapter 7, Article II of the

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Brookfield Code of Ordinances are prohibited in an establishment holding a class "10" license, except that non-amplified entertainment by a single instrument (e.g., piano, flute, etc.) or a single vocalist accompanied by a single instrument, both without amplification, may be permitted. A Class 10 license is intended to apply to an establishment commonly known as a "cigar bar." The hours during which no alcoholic beverage shall be sold, given, delivered or consumed shall be every day between the hours of 2:00 AM-a.m. and 2:00 PMp.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m.

The annual fee for a Class 10 license is \$1,600.00.

CLASS 11. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises only.

For holders of Class 11 licenses, the hours which no liquor shall be sold shall be as follows:

A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:00 AM-a.m. and 7:00 AM-a.m.

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 AM-a.m. and 7:00 AM-a.m. on Saturday and legal holidays and 2:00 AM-a.m. and 11:00 a.m. 12:00 noon on Sunday.

The annual fee for a Class 11 license is \$1,250.00.

CLASS 11A. Authorizes as the primary sales of alcoholic liquors to be consumed on the premises only.

For holders of Class 11A licenses, the hours which no liquor shall be sold shall be as follows:

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A. Every day except Saturday, Sunday and legal holidays, the hours shall be between 1:30 ~~AM-a.m.~~ and 7:00 ~~AM-a.m.~~

B. On Saturday, Sunday and legal holidays, the hours shall be between 2:00 ~~AM-a.m.~~ and 7:00 ~~AM-a.m.~~ on Saturday and legal holidays and 2:00 ~~AM-a.m.~~ and ~~11:00 a.m. 12:00 noon~~ on Sunday.

The annual fee for a Class 11A license is \$1,250.00.

CLASS S and CLASS S1: Are subsidiary license categories required for the retail sale of alcoholic liquor in locations external to the premise, such as outdoor cafes. No Class S or Class S1 subsidiary license will be issued unless a regular Class 1 through 7 license has been applied for and granted. Each Class S or Class S1 subsidiary license shall be independent of the regular license for purposes of enforcement; provided, however, that, if the regular Class 1 through 7 license is revoked, the Class S or Class S1 subsidiary license shall also be revoked.

For holders of Class S or Class S1 subsidiary license, hours during which no liquor shall be sold shall be as follows:

A. For every day except Friday, Saturday, Sunday and legal holidays, the hours shall be between 10:00 p.m. and 11:00 a.m.

B. On Friday, Saturday and legal holidays, as established by State Statute, the hours shall be between 11:00 p.m. and 11:00 a.m.

C. On Sundays, the hours shall be between 10:00 p.m. and ~~11:00 a.m. 12:00 noon~~.

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The annual fee for Class S or Class S1 subsidiary license shall be 20% of the fee for the regular Class 1 through 7 license issued for the premises.

CLASS B. A Class B subsidiary license is required for the sale at retail of wine only on Sundays between the hours of 11:00 a.m. and 12:00 Noon in conjunction with the service of a meal at a restaurant. All wine served between the hours of 11:00 a.m. and 12:00 Noon shall be served at tables where meals are being served. No wine shall be served to patrons who are seated at a bar or who are not being served a meal. A Class B subsidiary license may only be issued upon the approval of the Liquor Commissioner to a holder of a valid Class 1, 2, 4, 5, 7, 8 or 9 license. The license shall expire on the same date as the underlying liquor license held; however, the Class B subsidiary license shall be independent for purposes of enforcement and renewal. A Class B subsidiary license may only be renewed upon the approval of the Liquor Commissioner. If the underlying liquor license is revoked or is not renewed, the Class B subsidiary license shall also be revoked or not renewed as the proper case may be. No additional fee shall be charged for the issuance of a Class B subsidiary license to the holder of a valid Class 1, 2, 4, 5, 7, 8 or 9 license.

The term "legal holidays" as that term is used in this Chapter shall mean those days during any calendar year that are determined to be legal holidays by the Liquor Commissioner of the Village of Brookfield. The Liquor Commissioner shall, prior to December 31st of the prior year, provide to the Village Clerk a list of the dates of all holidays for the upcoming year to be available for inspection by the general public during normal Village business hours.

Section 4. Effective Date.

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

ADOPTED this 27th day of October 2008, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2008.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of October 2008.

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