



Village of Brookfield

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

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, May 23, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. Approval of Minutes: Village Board Meeting Monday, May 9, 2016

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

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

- A. **Ordinance 2016-26** – An Ordinance Authorizing a Loan with Frist National Bank of Brookfield
- B. **Ordinance 2016-27** – An Ordinance Authorizing the Purchase of One Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper by the Village of Brookfield, Illinois
- C. **Resolution 2016-1038** – A Resolution Adopting the Village of Brookfield Complete Streets Policy

VIII. Managers Report

- IX. **Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

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

HELD ON MONDAY, MAY 9, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Human Resources Director Michelle Robbins, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, and Village Attorney Richard Ramello, and Deputy Clerk Theresa Coady

On Monday May 9, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Appointment – Conservation Commission – Bridget Jakubiak – term to expire February 24, 2019

Motion by Trustee Oberhauser, seconded by Trustee Evans, to appoint Bridget Jakubiak, to the Conservation Commission with a term to expire February 24, 2019. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Re-Appointment – Conservation Commission – John Kissane, Term to expire February 24, 2019

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to reappoint John Kissane to the Conservation Commission with a term to expire February 24, 2019. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Re-Appointment – Conservation Commission – Mary Delbeq – Term to expire February 24, 2019

Motion by Trustee Oberhauser, seconded by Trustee Ryan, to re-appoint Mary Delbeq to the Conservation Commission with a term to expire February 24, 2019. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Proclamation – National Safe Boating Week, May 21 through 27, 2016

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday April 11, 2016, Committee of the Whole Meeting Monday, April 11, 2016, Village Board Meeting April 26, 2016, Committee of the Whole Meeting April 26, 2016.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of May 9, 2016. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

④ Approval of Warrant dated May 9, 2016 - \$963,744.35

Motion by Trustee Oberhauser, seconded by Trustee Garvey to approve the Warrant dated May 9, 2016 in the amount of \$963,744.35. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

④ Conservation Commission

Reappointments and new member.

④ Library & Parks & Recreation – Trustee Gilhooley

No Report

④ Beautification, Chamber of Commerce – Trustee Ryan

Beautification ordinance revision on this evenings agenda
Next meeting scheduled for May 10 at 6:30 P.M.
Chamber Street Dance scheduled for May 21, 2016
Chamber business luncheon scheduled for Thursday, May 12, 2016 at Noon at The Sanctuary
Chamber After Hours scheduled for Thursday May 26, 2016 at Joe's Saloon
Chamber \$1,000.00 scholarship awarded to RB student Ryan Swift

④ Administration, DPW, Public Safety – Trustee Evans

Public Works

2016 Tree planting completed – 100 trees planted
Hydrant flushing resumes this week; signs posted
NICOR completing Shields Avenue project; roadwork starts in 10 calendar days.
2016 50/50 Sidewalk Program

④ Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey

No Planning and Zoning Commission meeting was held since last report
WCMC meeting: Approval of new dues structure – Brookfield not involved
WCMC dinner scheduled for May 13, 2016
Difficulty in obtaining grants due to Springfield budget issues.

④ Special Events – Trustee LeClere

Battle of the Bands scheduled for Sunday, May 15, 2016 at Kiwanis Park from Noon to 5.
Concerts in the Park and Movie Nights being planned.

④ Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

WCMC dinner – 6:00 p.m. Friday, May 13, 2016

WCIU Video on Brookfield.

NEW BUSINESS

Ordinance 2016-22: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 3 Liquor Licenses.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2016-22: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 3 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Ordinance 2016-23: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 8 Liquor Licenses.

Motion by Trustee Ryan seconded by Trustee Evans, to approve Ordinance 2016-23: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 3 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Ordinance 2016-24 – An Ordinance Authorizing the Purchase of Two 2016 Ford Explorer Police Interceptors and the Disposal of Surplus Property by the Village of Brookfield, Illinois.

Motion by Trustee Garvey, seconded by Trustee Gilhooley to approve Ordinance 2016-24 – An Ordinance Authorizing the Purchase of Two 2016 Ford Explorer Police Interceptors and the Disposal of Surplus Property by the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Ordinance 2016-25 – An Ordinance Amending Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, revising the name and duties of the Village of Brookfield Beautification Committee.

Motion by Trustee Ryan, seconded by Trustee Gilhooley, to approve Ordinance 2016-25 – An Ordinance Amending Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, revising the name and duties of the Village of Brookfield Beautification Committee. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1035 – A Resolution Awarding a Contract for the 2016 Supplement Sewer Cleaning and Televising for the Village of Brookfield, Illinois.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution 2016-1035 – A Resolution Awarding a Contract for the 2016 Supplement Sewer Cleaning and Televising for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

🕒 Village Manager's Report – Keith Sbiral

2016 Flood Mitigation Program – 30 more packets issued and only 10 residents chose to participate
2016-17 Vehicle Stickers
Police Dispatch mandate to be part of a joint 911 dispatch center by 2017 – ongoing meetings
Summer Intern

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Garvey, seconded by Trustee LeClere, to adjourn the Regular Village Board of Trustees meeting of May 9, 2016 at 6:53 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to reconvene the Regular Village Board Meeting of May 9, 2016 at 7:08 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of May 9, 2016 at 7:30 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee LeClere, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of May 9 2016 at 7:52 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

NEW BUSINESS – Continued

Resolution 2016-1036 – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2016-1036 – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Oberhauser and LeClere. Nays: Trustee Ryan. Absent: None.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of May 9, 2016 at 7:58 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

**Brigid Weber
Village Clerk
Village of Brookfield**

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VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 05/23/2016

FOR THE PERIOD 05/10/2016 TO 05/23/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 05/23/2016 in the Total Amount of \$521,215.10

President

Chairman of Finance Committee

Village Manager

Village Clerk

Village of Brookfield
Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
19563	05/10/2016	Open			Utility Management Refund	SVACHA, P	\$37.11		
19564	05/10/2016	Open			Utility Management Refund	MARANS INC	\$11.29		
19565	05/10/2016	Open			Utility Management Refund	ZHOU, SHIWEI	\$37.11		
19566	05/10/2016	Open			Utility Management Refund	GALLAGHER, J	\$37.11		
19567	05/10/2016	Open			Utility Management Refund	OKELI, MARY, ANN	\$13.13		
19568	05/10/2016	Open			Utility Management Refund	JANOWIAK, JOANNA & STEVEN	\$37.11		
19569	05/10/2016	Open			Utility Management Refund	PATHLIGHT PROPERTY MANAGEMENT	\$13.13		
19571	05/10/2016	Open			Accounts Payable	Prism Entertainment LTD	\$750.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	050916		05/10/2016		Deposit for music/sound at 4th of July		\$750.00		
19572	05/11/2016	Open			Accounts Payable	Windy City Lock & Safe Service	\$24.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10845		02/01/2016		MATERIALS #5 & #6 FOR VP OFFICE KETCHMARK		\$24.00		
19573	05/11/2016	Open			Accounts Payable	Chapple, John	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	010816		01/20/2016		refund of parkway bond, 3641 Sunnyside permit #2013 -00001572		\$1,000.00		
19575	05/23/2016	Open			Accounts Payable	Adventist Health Partners	\$130.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	mar_2016_treadmi		05/16/2016		Kevin Pill treadmill charges		\$130.00		
19576	05/23/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$2,704.30		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	112530		05/11/2016		air one equipment		\$2,704.30		
19577	05/23/2016	Open			Accounts Payable	Aramark Refreshment Services	\$127.64		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	495375		05/11/2016		coffee service		\$67.96		
	490193		05/11/2016		coffee service		\$59.68		
19578	05/23/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	\$24.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1244		05/11/2016		april 2016		\$24.20		
19579	05/23/2016	Open			Accounts Payable	CFA Software, Inc.	\$895.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	13170		05/11/2016		basic service level for CFAWIN7		\$895.00		
19580	05/23/2016	Open			Accounts Payable	Cintas Corp	\$204.71		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5004727956		05/11/2016		first aid kit		\$204.71		

Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19581	05/23/2016	Open			Accounts Payable	Ciorba Group	\$912.00		
	Invoice		Date	Description			Amount		
	0022638		05/11/2016	Brookfield Ave Bridge inspection			\$912.00		
19582	05/23/2016	Open			Accounts Payable	ComEd	\$1,092.11		
	Invoice		Date	Description			Amount		
	2016-00000342		05/11/2016	6292126004			\$313.30		
	2016-00000343		05/11/2016	0134327003 - Dusk to Dawn			\$710.97		
	2016-00000344		05/11/2016	2083099069 - svc @ 8501 Brookfield			\$67.84		
19583	05/23/2016	Open			Accounts Payable	Community Park District of LaGrange Park	\$3,556.71		
	Invoice		Date	Description			Amount		
	05032016		05/11/2016	rec programs			\$3,556.71		
19584	05/23/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$850.00		
	Invoice		Date	Description			Amount		
	05042016		05/11/2016	urinal repair			\$850.00		
19585	05/23/2016	Open			Accounts Payable	Costar Realty Information, Inc.	\$977.36		
	Invoice		Date	Description			Amount		
	2016-00000341		05/11/2016	property professional			\$977.36		
19586	05/23/2016	Open			Accounts Payable	Crown Trophy	\$26.00		
	Invoice		Date	Description			Amount		
	27297		05/11/2016	name plate (Egan)			\$13.00		
	26381		05/11/2016	name plate			\$13.00		
19587	05/23/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description			Amount		
	2016-00000340		05/11/2016	copier contracts			\$2,177.00		
19588	05/23/2016	Open			Accounts Payable	Duncan Associates	\$1,295.00		
	Invoice		Date	Description			Amount		
	881-16-02		05/11/2016	zoning modernization			\$1,295.00		
19589	05/23/2016	Open			Accounts Payable	Dynergy Energy Services	\$14,294.90		
	Invoice		Date	Description			Amount		
	149040616041		05/11/2016	electric			\$14,294.90		
19590	05/23/2016	Open			Accounts Payable	Foster's Truck Repair	\$359.00		
	Invoice		Date	Description			Amount		
	31701		05/11/2016	parts			\$359.00		
19591	05/23/2016	Open			Accounts Payable	Government Finance Officer's Association	\$150.00		
	Invoice		Date	Description			Amount		
	0145052		05/11/2016	Doug Cooper membership			\$150.00		
19592	05/23/2016	Open			Accounts Payable	Groot Industries, Inc.	\$97,752.37		
	Invoice		Date	Description			Amount		
	2016-00000338		05/11/2016	residential garbage svc			\$97,752.37		
19593	05/23/2016	Open			Accounts Payable	Groot Industries, Inc.	\$23,198.59		
	Invoice		Date	Description			Amount		
	2016-00000339		05/11/2016	yard waste			\$23,198.59		

Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19594	05/23/2016	Open			Accounts Payable	Illinois CPA Society	\$315.00		
	Invoice		Date	Description		Amount			
	060116		05/16/2016	Annual membership renewal ID#23620		\$315.00			
19595	05/23/2016	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$59.50		
	Invoice		Date	Description		Amount			
	03012016		05/11/2016	Brookfield Liquor Comm		\$29.75			
	04012016		05/16/2016	Sewall		\$29.75			
19596	05/23/2016	Open			Accounts Payable	Infinity Communications Group	\$1,841.03		
	Invoice		Date	Description		Amount			
	8377		05/11/2016	real estate signs		\$1,841.03			
19597	05/23/2016	Open			Accounts Payable	IRMA	\$3,428.15		
	Invoice		Date	Description		Amount			
	04302016		05/16/2016	insurance		\$3,428.15			
19598	05/23/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$1,489.00		
	Invoice		Date	Description		Amount			
	s-22395		05/11/2016	service call for HVAC		\$1,489.00			
19599	05/23/2016	Open			Accounts Payable	Marathon Sportswear	\$1,831.52		
	Invoice		Date	Description		Amount			
	160487		05/11/2016	bike event t shirts		\$1,831.52			
19600	05/23/2016	Open			Accounts Payable	Menards	\$135.56		
	Invoice		Date	Description		Amount			
	33020		05/11/2016	tools		\$82.28			
	33067		05/11/2016	grill cylinder exchange		\$17.76			
	33066		05/11/2016	20# LP refill		\$17.76			
	33069		05/11/2016	grill cylinder exchange		\$17.76			
19601	05/23/2016	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$32.00		
	Invoice		Date	Description		Amount			
	11111		05/11/2016	rapid drug screen		\$32.00			
19602	05/23/2016	Open			Accounts Payable	Municode	\$1,420.09		
	Invoice		Date	Description		Amount			
	00269542		05/11/2016	5 copies of supplement #8 to the code		\$1,420.09			
19603	05/23/2016	Open			Accounts Payable	NICOR	\$294.24		
	Invoice		Date	Description		Amount			
	2016-00000334		05/11/2016	3840 Maple		\$126.55			
	2016-00000336		05/11/2016	4301 Elm		\$42.98			
	2016-00000337		05/11/2016	4523 Eberly		\$124.71			
19604	05/23/2016	Open			Accounts Payable	NPELRA	\$89.00		
	Invoice		Date	Description		Amount			
	05102016		05/11/2016	ada & mental health issues seminar		\$89.00			
19605	05/23/2016	Open			Accounts Payable	Orkin Inc.	\$382.68		
	Invoice		Date	Description		Amount			
	2016-00000328		05/11/2016	pest control - 3830 Maple		\$66.37			
	2016-00000329		05/11/2016	pest control - 4301 Elm		\$49.13			
	2016-00000330		05/11/2016	pest control - 4523 Eberly		\$60.34			
	2016-00000331		05/11/2016	pest control - 4545 Eberly		\$68.36			

Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2016-00000332		05/11/2016		pest control - 8820 Brookfield		\$70.79		
	2016-00000333		05/11/2016		pest control - train station		\$67.69		
19606	05/23/2016	Open			Accounts Payable	Passport Parking, LLC	\$313.75		
	Invoice		Date		Description		Amount		
	3344		05/11/2016		april2016 mobile pay services		\$313.75		
19607	05/23/2016	Open			Accounts Payable	Patten Industries, Inc.	\$133.81		
	Invoice		Date		Description		Amount		
	P50C0946074		05/11/2016		part sales		\$127.73		
	P50C0946075		05/11/2016		parts		\$6.08		
19608	05/23/2016	Open			Accounts Payable	Phoenix Supply	\$73.19		
	Invoice		Date		Description		Amount		
	9140		05/16/2016		poly blankets		\$73.19		
19609	05/23/2016	Open			Accounts Payable	Pinner Electric, Inc.	\$1,901.36		
	Invoice		Date		Description		Amount		
	26821		05/11/2016		street lighting		\$1,901.36		
19610	05/23/2016	Open			Accounts Payable	Portable John, Inc.	\$170.17		
	Invoice		Date		Description		Amount		
	A-208272		05/11/2016		weekly service		\$170.17		
19611	05/23/2016	Open			Accounts Payable	Priority Print	\$249.70		
	Invoice		Date		Description		Amount		
	20160795		05/11/2016		window envelopes		\$249.70		
19612	05/23/2016	Open			Accounts Payable	Staples Advantage	\$274.39		
	Invoice		Date		Description		Amount		
	3299136281		05/11/2016		office supplies		\$84.97		
	3293775611c		05/11/2016		credit		(\$39.54)		
	3301449640		05/16/2016		ink/toner		\$228.96		
19613	05/23/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$9,475.44		
	Invoice		Date		Description		Amount		
	19373		05/11/2016		LOCKBOX SERVICE CHARGE		\$930.17		
	19450		05/16/2016		in season serer fees May, June, July 2016		\$450.00		
	19449		05/16/2016		vehicle sticker online prnt system 05/16-05/17		\$495.00		
	19470		05/16/2016		2016 vehicle stickers processing		\$6,950.27		
	19475		05/16/2016		fulfillment center 2016		\$650.00		
19614	05/23/2016	Open			Accounts Payable	Unifirst Corporation	\$333.26		
	Invoice		Date		Description		Amount		
	2016-00000325		05/11/2016		laundry service		\$156.79		
	2016-00000326		05/11/2016		Public Works Mats		\$26.15		
	0610972722		05/11/2016		MATS		\$28.67		
	0610972721		05/11/2016		MATS		\$121.65		
19615	05/23/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$575.63		
	Invoice		Date		Description		Amount		
	3054807-0		05/11/2016		INKCART DUFFEK		\$216.70		
	108.35		05/11/2016		INKCART DUFFEK		\$108.35		
	3032870-0		05/11/2016		STAMP		\$8.87		
	3052698-0		05/11/2016		OFFICE SUPPLIES		\$134.91		

Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3066696-0		05/16/2016		permit folders		\$106.80		
19616	05/23/2016	Open			Accounts Payable	Wednesday Journal	\$1,413.00		
	Invoice		Date		Description		Amount		
	04272016		05/11/2016		PUMP STATION NOTICE		\$413.00		
	05092016		05/11/2016		ADVERTISING REVENUE REC GUIDE		\$1,000.00		
19617	05/23/2016	Open			Accounts Payable	Westfield Ford	\$43.91		
	Invoice		Date		Description		Amount		
	611662		05/11/2016		CHECK ASY DOOR		\$43.91		
19618	05/23/2016	Open			Accounts Payable	Winger Marketing	\$1,255.00		
	Invoice		Date		Description		Amount		
	1255.00		05/11/2016		MARKETING PROJECT FOR SOCIAL MEDIA		\$1,255.00		
19619	05/23/2016	Open			Accounts Payable	Mc Grath, Robert	\$524.37		
	Invoice		Date		Description		Amount		
	052316		05/13/2016		vision care reimbursements		\$524.37		
19620	05/23/2016	Open			Accounts Payable	Boksa, Vincent	\$30.00		
	Invoice		Date		Description		Amount		
	050416		05/13/2016		CDL portion reimbursement		\$30.00		
19621	05/23/2016	Open			Accounts Payable	Heather Ridge/HRC Plumbing	\$1,000.00		
	Invoice		Date		Description		Amount		
	050416		05/13/2016		Refund of parkway bond for 3535 Woodside, #2016-00000266		\$1,000.00		
19622	05/23/2016	Open			Accounts Payable	Thomas, Sarah	\$118.78		
	Invoice		Date		Description		Amount		
	050216		05/13/2016		reimbursement for food for Project NICE		\$118.78		
19623	05/23/2016	Open			Accounts Payable	Hronec, John	\$61.20		
	Invoice		Date		Description		Amount		
	051216		05/13/2016		reimbursement for tire damaged by curb		\$61.20		
19624	05/23/2016	Open			Accounts Payable	Murphy, Steven	\$3,000.00		
	Invoice		Date		Description		Amount		
	050416		05/13/2016		refund of street & parkway bonds, permit #2015-00000539		\$3,000.00		
Type Check Totals:						60 Transactions	\$184,951.61		
EFT									
397	05/20/2016	Open			Accounts Payable	Village of Brookfield	\$324,202.43		
	Invoice		Date		Description		Amount		
	2016-00000345		05/20/2016		salaries		\$324,202.43		
398	05/20/2016	Open			Accounts Payable	Village of Brookfield	\$11,959.56		
	Invoice		Date		Description		Amount		
	2016-00000346		05/20/2016		FICA/Medicare		\$11,959.56		
399	05/20/2016	Open			Accounts Payable	Village of Brookfield	\$101.50		
	Invoice		Date		Description		Amount		
	2016-00000347		05/20/2016		SUI		\$101.50		
Type EFT Totals:						3 Transactions	\$336,263.49		
PFC - PUBLIC FUND CHECKING Totals									

Corporate Warrant-05/23/2016

From Payment Date: 5/10/2016 - To Payment Date: 5/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$184,951.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$184,951.61	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	3	\$336,263.49	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	3	\$336,263.49	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	63	\$521,215.10	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	63	\$521,215.10	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$184,951.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$184,951.61	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	3	\$336,263.49	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	3	\$336,263.49	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	63	\$521,215.10	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	63	\$521,215.10	\$0.00	

ORDINANCE NO. 2016 - 26

**AN ORDINANCE AUTHORIZING A LOAN
WITH FIRST NATIONAL BANK OF BROOKFIELD**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23rd DAY OF MAY 2016

Published in pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois, this
23rd day of May 2016

ORDINANCE NO. 2016-26

**AN ORDINANCE AUTHORIZING A LOAN
WITH FIRST NATIONAL BANK OF BROOKFIELD**

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code [65 ILCS 5/8-1-3.1 (2014 Ill. State Bar Ed.)], the Village of Brookfield, Cook County, Illinois (the "Village") is authorized to borrow money from a bank or other financial institution, provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, the Corporate Authorities of the Village find that it is necessary, essential and in the best interests of the residents of the Village that the Village finance the acquisition of a Fire Truck and accessories and a Motor Grader and accessories (the "Equipment") with the proceeds of a loan from First National Bank of Brookfield.

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

Section 1. The preambles set forth above are full, true and correct and are hereby incorporated into this Ordinance by this reference.

Section 2. In order to finance the acquisition of the Equipment, the corporate authorities of the Village approve and authorize a loan from First National Bank of Brookfield for a term not to exceed ten (10) years and in an amount not to exceed the lesser of Eight Hundred Thousand and 00/100ths Dollars (\$800,000.00) or an amount, when aggregated with the existing indebtedness of the Village, that does not exceed the debt limitation provided in Section 8-5-1 of the Illinois Municipal Code [65 ILCS 5/8-5-1 (2014 Ill. State Bar Ed.)], and an interest rate not to exceed Two and 25/100ths Percent (2.25%) which loan shall contain such other terms and conditions as set forth in the

proposal dated May 4, 2016 from Peter Schultz, Vice President of First National Bank of Brookfield, addressed to Doug Cooper, Finance Director, Village of Brookfield, in the form attached hereto as Exhibit A and made a part hereof.

Section 3. The Village President is hereby authorized and directed to execute a promissory note or other similar debt instrument (the "Note"), but not a bond, to evidence the indebtedness incurred by the borrowing and the Village President, and the officials and officers of the Village are authorized and directed to take such actions and execute such documents as are necessary to establish the loan and carry out the purpose and intent of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in the manner provided by law.

ADOPTED this 23rd day of May 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

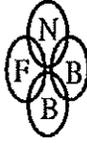
APPROVED by me this 23rd day of May 2016.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 23rd day of May 2016.

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

EXHIBIT A
First National Bank of Brookfield
Term Sheet



FIRST NATIONAL
BANK OF BROOKFIELD

9136 Washington Ave. • Brookfield, IL 60513 • (708) 485-2770

Date: 5/4/16

To: Doug Cooper
Finance Director
Village of Brookfield

RE: Fire Truck & Motor Grader Equipment Loan - Preapproval

Dear Doug,

First National Bank of Brookfield is proud to offer the Village of Brookfield financing for the acquisition of a Fire Truck & Motor Grader. The Village of Brookfield is preapproved with the following loan terms:

Amount: \$800,000
Rate: 2.25%
Term: 36 Months Fully Amortized (Approximate Amortization Schedule Attached)
Payments: Principal paid on an annual basis with interest paid semiannually
LTV: 100% of cost.
Guaranty: Village of Brookfield
Prepayment Penalty: None

Final approval is subject to underwriting review. If you have any questions regarding this preapproval letter please do not hesitate to call me directly at (708) 485 - 2770 x121.

Sincerely,

Peter Schultz
Vice President

Member FDIC

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No.	Call / Gov	Account	Officer	Initials
\$800,000.00	04-30-2016	04-30-2019	Village - Amort			PTS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Village of Brookfield

Lender: First National Bank of Brookfield
9136 Washington Avenue
Brookfield, IL 60513
(708) 485-2770

Disbursement Date: April 30, 2016
Interest Rate: 2.250

Repayment Schedule: Irregular
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	10-30-2016	9,150.00	9,150.00	0.00	800,000.00
2016 TOTALS:		9,150.00	9,150.00	0.00	
2	04-30-2017	275,666.67	9,100.00	266,566.67	533,433.33
3	10-30-2017	6,101.14	6,101.14	0.00	533,433.33
2017 TOTALS:		281,767.81	15,201.14	266,566.67	
4	04-30-2018	272,666.67	6,067.80	266,598.87	266,834.46
5	10-30-2018	3,051.92	3,051.92	0.00	266,834.46
2018 TOTALS:		275,718.59	9,119.72	266,598.87	
6	04-30-2019	269,869.70	3,035.24	266,834.46	0.00
2019 TOTALS:		269,869.70	3,035.24	266,834.46	
TOTALS:		836,506.10	36,506.10	800,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Loan Pk, Ver. 16.1.0.033 Cop. © MUSA Corporation 1997, 2016. All Rights Reserved. IL 1614077 PK 3

ORDINANCE NO. 2016 – 27

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF ONE PIERCE ENFORCER PIERCE ULTIMATE CONFIGURATION (PUC)
PUMPER BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23rd DAY OF MAY 2016**

Published in Pamphlet form by
Authority of the Corporate Authorities
of the Village of Brookfield, Illinois,
this 23rd day of May 2016.

ORDINANCE NO. 2016 – 27

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF ONE PIERCE ENFORCER PIERCE ULTIMATE CONFIGURATION (PUC)
PUMPER BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, the Houston Galveston Area Council administers a cooperative purchasing program to assist local governments in purchasing equipment to be used for governmental purposes;

WHEREAS, the Houston Galveston Area Council is authorized by the Texas Interlocal Cooperation Act (Texas Government Code, Title 7, Chapter 791) to contract or agree with another local government to perform governmental functions and services, and the Village of Brookfield is authorized by Article VII, Section 10 of the 1970 Illinois Constitution, Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3] and the Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*) to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the Village entered into an Interlocal Contract for Cooperative Purchasing by and between the Houston Galveston Area Council and the Village of

Brookfield for the purchase of equipment constituting personal property necessary for the Village to perform essential governmental functions;

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase and acquire one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper for the fire department constituting personal property necessary for the Village to perform essential governmental functions;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids, solicit proposals in the open market and purchase through the Interlocal Contract for Cooperative Purchasing by and between the Houston Galveston Area Council and the Village of Brookfield, one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper for the fire department from Temco Machinery, Inc., doing business as Global Emergency Products, and Pierce Manufacturing, Inc. the price to be paid by the Village having been established within one year preceding the issuance of the purchase order by the Houston Galveston Area Council cooperative purchasing program;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village issue a Purchase Order to Temco Machinery, Inc., doing business as Global Emergency Products, and enter into a Purchase Agreement with Pierce Manufacturing, Inc. for the purchase and acquisition of one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper for the fire department to be therein described on the terms and conditions therein provided;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market, negotiate a satisfactory agreement and issue purchase order for the purchase of one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper from Temco Machinery, Inc., doing business as Global Emergency Products, and Pierce Manufacturing, Inc. through the Houston Galveston Area Council cooperative purchasing program.

Section 3: It is hereby determined that the Village, after due negotiation, has received a satisfactory proposal from Temco Machinery, Inc., doing business as Global Emergency Products, and has negotiated a satisfactory Purchase Agreement with Pierce Manufacturing, Inc. for one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the Village shall issue and that the Village Manager shall be and is hereby authorized and directed to execute a Purchase Order to Temco Machinery, Inc., doing business as Global Emergency Products, and is hereby authorized and directed to execute a Purchase Agreement with Pierce Manufacturing, Inc. for one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper, a copy of which Purchase Order

is attached hereto as Exhibit "A" and a copy of which Purchase Agreement is attached hereto as Exhibit "B" with such insertions, omissions and changes to each as shall be approved by the Village Manager, the execution of such documents being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk of the Village is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

Section 5: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Purchase Order and the Purchase Agreement.

Section 6: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 7: All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

Section 8: This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

ADOPTED this 23rd day of May 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd day of May 2016.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 23rd day of May 2016.

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

Exhibit "A"

PURCHASE ORDER TEMCO MACHINERY, INC. DOING BUSINESS AS GLOBAL EMERGENCY PRODUCTS

VILLAGE OF BROOKFIELD, ILLINOIS PURCHASE ORDER TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the Village of Brookfield village manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. Village of Brookfield hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Village of Brookfield shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The Village of Brookfield reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Village of Brookfield may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Village of Brookfield's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the Village of Brookfield. Title to the Goods shall pass to the Village of Brookfield upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the Village of Brookfield, the Village of Brookfield may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the Village of Brookfield shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the Village of Brookfield's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the Village of Brookfield of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the Village of Brookfield for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the Village of Brookfield within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the Village of Brookfield reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the Village of Brookfield shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the Village of Brookfield or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the Village of Brookfield for a period of five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the Village of Brookfield Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the Village of Brookfield.

If the Village of Brookfield identifies a warranty problem with the Goods during the warranty period, the Village of Brookfield will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the Village of Brookfield's option, either repair or replace such Goods, or credit the Village of Brookfield's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION.

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

The Village of Brookfield is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the Village of Brookfield by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the Village of Brookfield, and, therefore, are not entitled to any employee benefits of the Village of Brookfield, including, but not limited to, any type

of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

The Village of Brookfield is a unit of government. No charges will be allowed for taxes from which the Village of Brookfield is exempt. The Village of Brookfield is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village of Brookfield is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The Village of Brookfield shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The Village of Brookfield will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

9. INSURANCE.

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the Village of Brookfield with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any the Village of Brookfield property under the care, custody or control of Seller or Seller's assistants.

10. INDEMNITY.

Seller shall indemnify, hold harmless, and at the Village of Brookfield's request, defend the Village of Brookfield, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the Village of Brookfield alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the Village of Brookfield's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

Should the Village of Brookfield's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the Village of Brookfield the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY.

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield that is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is

now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the Village of Brookfield Confidential Information. Additionally, Seller agrees to limit its internal distribution of the Village of Brookfield Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Village of Brookfield Confidential Information.

Seller further agrees not to use the Village of Brookfield Confidential Information except in the course of performing hereunder and will not use such Village of Brookfield Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Village of Brookfield Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products that incorporate the Village of Brookfield Confidential Information. All the Village of Brookfield Confidential Information is and shall remain the property of the Village of Brookfield. Upon the Village of Brookfield's written request or the termination of this Agreement, Seller shall return, transfer or assign to the Village of Brookfield all the Village of Brookfield Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the Village of Brookfield without having been designed, customized or modified for the Village of Brookfield do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the Village of Brookfield. Seller hereby agrees to irrevocably assign and transfer to the Village of Brookfield and does hereby assign and transfer to the Village of Brookfield all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The Village of Brookfield will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the Village of Brookfield deems appropriate. Seller agrees: (a) to disclose promptly in writing to the Village of Brookfield all Work Product in its possession; (b) to assist the Village of Brookfield in every reasonable way, at the Village of Brookfield's expense, to secure, perfect, register, apply for, maintain, and defend for the Village of Brookfield's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the Village of Brookfield's name as it deems appropriate; and (c) to otherwise treat all Work Product as the Village of Brookfield Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the Village of Brookfield to Seller shall remain the sole property of the Village of Brookfield.

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the Village of Brookfield any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the Village of Brookfield or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield's business, or the Village

of Brookfield's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

13. TERMINATION.

The Village of Brookfield may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the Village of Brookfield shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets, including any additional costs to be incurred by the Village of Brookfield in completing the Services.

The Village of Brookfield may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the Village of Brookfield shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the Village of Brookfield if the Village of Brookfield fails to pay Seller within sixty (60) days after Seller notifies the Village of Brookfield in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the Village of Brookfield of all the Village of Brookfield Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the Village of Brookfield's instructions, will promptly deliver to the Village of Brookfield all such the Village of Brookfield Confidential Information and/or Work Product.

14. REMEDIES.

If Seller breaches this Agreement, the Village of Brookfield shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the Village of Brookfield shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the Village of Brookfield's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the Village of Brookfield; and any resale so made shall be for the account of Seller.

15. FORCE MAJEURE.

The Village of Brookfield shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the Village of Brookfield is so excused, both parties may terminate the Agreement; and the Village of Brookfield shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE VILLAGE OF BROOKFIELD BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE VILLAGE OF BROOKFIELD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Village of Brookfield. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Village of Brookfield without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

19. NON-EXCLUSIVE AGREEMENT.

This is not an exclusive agreement. The Village of Brookfield is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

20. NOTICES.

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Village of Brookfield representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

21. SURVIVAL OF OBLIGATIONS.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22. GOVERNING LAW.

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the Village of Brookfield, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

24.1 General: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

24.3 Customs: Upon the Village of Brookfield's request, Seller will promptly provide the Village of Brookfield with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the Village of Brookfield for which there will be no adequate remedy at law and, in the event of such breach, the Village of Brookfield will be entitled to seek injunctive relief, or a decree of specific performance.

26. CERTIFICATIONS.

Seller shall submit to the Village of Brookfield a certification that attests the following:

26.1 The Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

26.2 The Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

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

26.4 The Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

26.5 The Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

26.6 No Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Seller;

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

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

27. PERFORMANCE BOND

The Seller shall furnish a performance bond with good and sufficient sureties in the full amount of the Purchase Order as the penal sum. The surety shall be acceptable to the Village of Brookfield, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village of Brookfield. The Village of Brookfield shall have sole discretion to determine acceptability of bonds.

27.1 Acceptability of Surety: The Performance Bond shall be issued by a surety that meets all of the following standards:

27.1.1 Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V" or higher;

27.1.2 Is duly licensed in the State of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

27.1.3 Does not have a history of unacceptable performance related to the Village of Brookfield's claims;

27.1.4 Is listed in current U.S. Treasury Circular 570; and

27.1.5 Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

27.2 Unacceptable Performance of a Surety. Unacceptable performance of a surety, related to the Village of Brookfield's claims, may consist of one or more of the following:

27.2.1 Failure to abide by the terms of the bond;

27.2.2 Failure to respond to the Village of Brookfield's termination notice within ten (10) working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

27.2.3 Failure to begin completion work within fifteen (15) calendar days of the execution of the takeover agreement, absent material factors beyond the control of the surety which delay commencement and the surety's demonstration of good faith efforts to begin work as soon as possible;

27.2.4 Failure to respond to the Village of Brookfield's communications within a reasonable time;

27.2.5 Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein;

27.2.6 Failure to pay suppliers, subcontractors, and claims on a timely basis;

27.2.7 Failure to properly utilize the Village of Brookfield's procedures and forms as required;

27.2.8 Failure to work cooperatively and in good faith with the Village of Brookfield;

27.3 Signatures. The Performance Bond shall contain original signatures in ink of the Seller and an officer of the surety, including a notary statement authenticating signatures and appropriate power of attorney of the surety.

27.4 Rights to Bonds. No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than the Village of Brookfield.

Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Phone 708-485-7344
Fax 708-485-9508

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Supplier Name Temco Machinery, Inc. doing business as Global
 Emergency Products
Address 1 1401 North Farnsworth Avenue
City, State, Zip Aurora, Illinois 60505

Purchase Order Comments			
Delivery –11.5 – 12.5 months from receipt and acceptance of contract			

Exhibit "B"
Purchase Agreement

PERFORMANCE BOND

Temco Machinery, Inc. doing business as Global Emergency Products and Pierce Manufacturing, Inc., jointly and severally, as Principal, and

_____ as Surety is held and firmly bound unto the Village of Brookfield in the penal sum of Five Hundred Forty-Five Thousand Dollars (\$545,000.00), lawful money of the United States, well and truly to be paid unto Village of Brookfield, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, Temco Machinery, Inc. doing business as Global Emergency Products has been issued a Purchase Order and Pierce Manufacturing, Inc., has entered into a written Purchase Agreement and Amendment with the Village of Brookfield for the performance of work to produce and deliver one (1) Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper under the Purchase Order, Purchase Agreement and Amendment for which this bond is given and which Purchase Order, Purchase Agreement and Amendment are hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Purchase Order, Purchase Agreement and Amendment.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Purchase Order, Purchase Agreement and Amendment, and shall commence and complete the work in accordance with the said Purchase Order, Purchase Agreement and Amendment, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been completed, and shall hold the Village of Brookfield and its board of trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Purchase Order, Purchase Agreement and Amendment, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2016 A.D.

PRINCIPAL

Temco Machinery, Inc. doing business as Global Emergency Products

By: _____
(Name of Owner or Officer), (Title or Office)

Pierce Manufacturing, Inc.

By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*

as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2016.

Notary Public

My commission expires _____, 2016.



PERFORM. LIKE NO OTHER.

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and Brookfield Fire Department, IL ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 21 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price \$565,000.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by the Customer before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within **11.5 – 12.5** months of the Effective Date of this Agreement, F.O.B. Brookfield, IL. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
Brookfield Fire Department
Fire Chief
9001 Shields Ave.
Brookfield, IL 60513

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce’s own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce’s control which make Pierce’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

21. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

22. Additional Orders: The Company, at its sole discretion, will allow the terms of this contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by the Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, should it be required by the Purchaser, any new tag-on / additional orders will require a "separate" Performance bond. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Applicable Warranty.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

BROOKFIELD FIRE DEPARTMENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: May 16, 2016

Customer Name: Brookfield Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	PUC Pumper	\$565,000.00*

***Price is based off of and includes discounts provided by Pierce Mfg. through HGAC-Buy Program.**

Performance Bond Option:

If a Performance Bond is needed add \$1,695.00 to the contract price.

Initial here to accept: _____.

100% Prepayment Option:

If 100% prepayment is made with contract, deduct \$21,695.00 from contract price. Payment due with contract is \$543,305.00 OR \$545,000.00 with Performance Bond.

Initial here to accept: _____.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment terms – 100% of contract price or any balance is due upon customer pick up at the Pierce Manufacturing Plant. Net due at contract signing for prepay discount to be applicable.

Federal, State, and Local Taxes (if applicable) are not included in the contract price.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF May 16, 2016 BETWEEN PIERCE MANUFACTURING INC. AND Brookfield Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

SEE PROPOSAL NUMBER 680 DATED May 15, 2016 BY GLOBAL EMERGENCY PRODUCTS FOR Brookfield Fire Department FOR ALL APPLICABLE WARRANTIES.

EXHIBIT C

SEE PIERCE PROPOSAL NUMBER 680 DATED May 15, 2016 BY GLOBAL EMERGENCY PRODUCTS FOR Brookfield Fire Department.

RESOLUTION NO. R-2016 -1038

**A RESOLUTION ADOPTING THE VILLAGE OF BROOKFIELD
COMPLETE STREETS POLICY**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 23RD DAY OF MAY 2016

RESOLUTION NO. R-2016 -1038

**A RESOLUTION ADOPTING THE VILLAGE OF BROOKFIELD
COMPLETE STREETS POLICY**

WHEREAS, “Complete Streets” are defined as Village roadways and related surface transportation improvements that provide safe and convenient access for all roadway users, including pedestrians, bicyclists, transit users and motorists;

WHEREAS, the Village, pursuant to the *2020 Master Plan*, establishes a goal of having “a balanced transportation system which ensures the safe and efficient movement of vehicles, trains, pedestrians and cyclists”;

WHEREAS, Complete Streets support sustainable economic development by facilitating the movement of goods and people, reducing travel times and costs, providing opportunities for low-emission transportation, and maximizing the use of valuable transportation infrastructure;

WHEREAS, the Village of Brookfield views all transportation improvements as opportunities to connect neighborhoods, calm traffic and improve safety while providing greater access and mobility for users of the public way;

WHEREAS, numerous jurisdictions in the United States have adopted Complete Streets policies, including the cities of Champaign and Des Plaines and the villages of Arlington Heights, Oak Park, Forest Park and Lakemoor; and

WHEREAS, the Village strives to provide transportation options to maximize independence and mobility of various age groups, including elderly residents and school-age children;

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

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield adopt a Complete Streets Policy as described in Exhibit A.

Section 3: There is hereby adopted and approved by the Village of Brookfield a Complete Streets Policy as described in Exhibit A.

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

ADOPTED this 23rd day of May 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd day of May 2016.

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

ATTESTED and filed in my office,
this 23rd day of May 2016.

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

EXHIBIT A

COMPLETE STREETS POLICY

I. GOALS

The Village shall pursue the goal of having a balanced transportation system which ensures the safe and efficient movement of vehicles, trains, pedestrians and cyclists, as established in the *2020 Master Plan*.

Village policy decisions regarding the public right-of-way shall promote use by pedestrians, bicyclists, transit users and motorists in a safe and effective manner. Said decision shall take into account the surrounding community context and land uses.

Complete Streets can be achieved by implementation of Village-wide improvements, site-specific projects, or incrementally through a series of smaller improvements.

II. SCOPE

The Complete Streets Policy shall be applied to all projects involving roadway improvements and the movement of people, when feasible.

It is understood that there may be limiting circumstances in which it may not be practical or feasible to apply said Policy. Such limiting circumstances include one or more of the following:

- The scope of the relevant transportation projects is limited to maintenance activities intended to keep the roadway in a serviceable condition;
- There is documented evidence that it is not feasible to accommodate improvements for non-vehicular traffic within the project scope;
- There is no documented need for accommodation of non-motorized roadway users as it pertains to a given project;
- The project is not part of a pre-existing transit route;
- The cost for a particular Complete Streets design recommendation would be disproportionately high in relation to the benefit of that recommended improvement (with due consideration given to future users, potential demand, and the social and economic value of providing a safer and more convenient transportation system for all users); and
- Documented environmental constraints.

A written request justifying the reasons why a project cannot incorporate Complete Streets elements shall be reviewed by the Village's Complete Streets Committee. The Village Manager is charged with appointment of the members of the Complete Streets Committee, consisting of Village staff responsible for designing and implementing

transportation improvements including representatives from the Department of Public Works, Department of Community and Economic Development, Village Engineer, or others as designated by the Village Manager.

III. DEVELOPMENT REVIEW PROCESS

The following procedures shall be used in order to ensure that various projects within the Village advance the goals of the Complete Streets Policy.

- Village of Brookfield Projects. During the planning and design phase of any public transportation improvement project, the Complete Streets Committee shall conduct a review of the project relating to the incorporation of Complete Streets elements into the project. The review shall be made with reference to current best practices, as detailed in references materials and guidelines identified in Section 4. Any recommendation(s) resulting from the review shall be forwarded to the Village Manager. A Complete Streets Project Checklist shall be developed and used to assist with and to document the Complete Streets review (refer to Appendix A).
- Projects Involving Other Units of Government. The Village shall coordinate with external transportation agencies of other governmental units. Said units include the Illinois Department of Transportation and county and township highway departments. The Village will provide Complete Streets technical assistance as is accepted by the other governmental units. As with the review process for Village Projects, projects involving other governmental units will be reviewed by the Complete Streets Committee.
- Private Development Projects. The Village shall review private development proposals with reference to the incorporation of Complete Street elements and general conformance to the Complete Streets Policy herein. The review shall pertain to private development proposals that may potentially affect surface transportation improvements (and conversely, not pertain to narrowly scoped proposals that do not impact said improvements). Said review for conformance will be added to the existing Community & Economic Development Department (CEDD) review (e.g., zoning ordinance and building codes review), as determined by CEDD staff. Any private development that is unable to incorporate Complete Street elements and does not meet the applicability standards in Section 2 herein may seek relief by providing written justification that must be reviewed by the CEDD staff and approved by the Village Manager.

IV. STANDARDS

To create a connected network of facilities accommodating each mode of travel, the Village establishes herein Complete Streets standards, recognizing that all streets are different in function and that the needs of various users will need to be balanced in a flexible manner. Accordingly, the Village will follow accepted and/or adopted best practice standards when implementing improvements intended to fulfill the Complete Streets Policy. Said standards will take into account best practice guidance of regional, state,

and national organizations such as the Illinois Department of Transportation, American Association of State Highway and Transportation Officials, American Planning Association, and others as determined by the Complete Streets Committee (refer to Appendices B and C). The Village will also consider innovative design options that (a) fit within the context of the community, (b) provided needed flexibility based on the characteristics of the corridor, and (c) provide a comparable level of safety and connectivity.

Relevant Village staff, including members of the Complete Streets Committee, shall review and update as necessary guidelines (including manuals, rules, regulations and programs) to reflect the provisions of the Complete Streets Policy herein. Additionally, the guidelines would reflect the provisions of policy guidelines contained in the zoning ordinance or land use plans as they may be amended from time to time (including any future Zoning Modernization ordinance, bike/pedestrian plans or updates to the 2020 *Master Plan*.)

V. IMPLEMENTATION; PERFORMANCE CRITERIA

In order to evaluate the Village's progress towards implementation of the Complete Streets Policy, the Village will utilize the following business processes and performance criteria:

- Business Processes. Under the direction of the Village Manager, the Village staff shall:
 - Incorporate Complete Streets into the budgeting process (including capital budgeting) and project work plans and consider Complete Streets as a criterion in roadway planning and funding decisions.
 - Prioritize the safe movement of pedestrians, bicyclists, and transit users in decisions regarding the use of limited public rights-of-way, with consideration given to roadway context and land use. The Complete Streets Committee will take into consideration safety criteria in the implementation of roadway improvement projects.
 - Review and revise as necessary plans, manuals, processes and programs to encourage implementation of the Complete Streets Policy.
 - Convene annual (and if necessary mid-year) progress meetings of the Complete Streets Committee to review Policy implementation.
 - Track the following criteria and incorporate them into relevant plans, manuals, processes, and programs and conduct a review after a period of time (e.g., 3-5 years).
 - Qualitative Criteria
 - Improvements in safety for all roadway users.
 - Increased capacity for all modes of transportation.
 - Quantitative Criteria
 - Miles of new and repaired streets with defined bicycle routes (e.g., with signage and/or striping indicating bike route).
 - Location and linear feet of new and repaired sidewalks.

- Location of sidewalk “gaps.”
- Location and number of bike and pedestrian accidents.
- Number of new and repaired marked street crossings.
- Amounts of new and repaired signage.
- Number of bike racks.
- Numbers of new and repaired curb ramps.

The Village will provide training opportunities to staff and elected officials tasked with implementing the policy herein.

Appendix A

COMPLETE STREETS PROJECT CHECKLIST

Examples of Complete Streets Project Improvements

Sidewalk curb ramps
Crosswalks
Bike racks
Countdown pedestrian signals
Median refuges
Curb extensions
Pedestrian scale lighting
Bus shelters
Bike lanes
Bike lane striping

Appendix B

AMERICAN PLANNING ASSOCIATION BEST PRACTICE GUIDELINES

1. Vision - clearly articulated vision for complete streets
2. Uses - all roadway users identified
3. Connectivity – network that connects all users and all modes of travel
4. Governments - can be utilized by the municipal government and other public entities with which it partners
5. Projects – applies to new construction and rehab and other projects
6. Exceptions - specific exceptions identified
7. Design - flexible, modern design standards
8. Context - fits the context of the community (e.g., takes into account intensity of land use)
9. Metrics - specific and measurable performance outcomes
10. Implementation - identified steps for implementation (e.g., assignment of duties to specific staff members)

Appendix C

BEST PRACTICE GUIDELINES REFERENCES

1. American Association of State Highway and Transportation Officials
 - Guide for the Planning, Design and Operation of Pedestrian Facilities
 - Guide for the Development of Bicycle Facilities
2. Active Transportation Alliance
 - Complete Streets, Complete Networks: A Manual for the Design of Active Transportation
3. National Association of City Transportation Officials
 - Urban Bikeway Design Guide
 - Urban Street Design Guide
4. Illinois Department of Transportation
 - Bureau of Design and Environment Manual
5. The Access Board
 - Pedestrian Rights-of-Way Accessibility Guidelines
6. Federal Highway Administration
 - PEDSAFE: Pedestrian Safety Guide and Countermeasures Selection System
7. Institute of Transportation Engineers
 - Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
8. American Planning Association
 - U.S. Traffic Calming Manual
9. PACE
 - Transit Supportive Guidelines



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, May 23, 2016**

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

AGENDA

- A. **Discussion** – Pavement Maintenance Action Plan
- B. **Discussion** – Information Services Presentation
- C. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- D. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

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



COMMITTEE ITEM MEMO

ITEM: Pavement Maintenance Action Plan

COMMITTEE DATE: May 23, 2016

PREPARED BY: Keith R. Sbiral, Village Manager

PURPOSE: Staff requests authorization to bid two maintenance projects.

BUDGET:

BACKGROUND:

Staff has worked with Hancock Engineering to develop two 2016 maintenance contracts. The first is for striping of roadways with the following scope of work:

Maple (Brookfield to 31st)

Prairie (Brookfield to 31st)

Total Estimated Cost \$24,835.00

The second is for crack sealing and surface repair with the following scope of work:

Grand Blvd Grant – 31st Street

Maple Ave 47th – Burlington

Prairie Ave 47th – Burlington

Estimated length of crack filling = 42,000'

Estimated Cost = \$19,600

Staff will provide a brief presentation of overall changes in the street maintenance program.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Staff will present the course of action required to accomplish the 2016 maintenance plan. This is a budgeted scope of work.

REQUESTED COURSE OF ACTION:

Consensus to issue bid documents.



COMMITTEE ITEM MEMO

ITEM: Information Services Presentation

COMMITTEE DATE: May 23, 2016

PREPARED BY: Keith Sbiral, AICP, Village Manager

PURPOSE: Staff presentation of Information Services proposals.

BACKGROUND:

As many of you know since 2007 staff has been presenting a “State of the Information Services” presentation to give an overview of the changes to the Information Services department during the interim time periods. Structural reorganization, consultant changes, and hardware and software updates, have significantly improved employee efficiency and service levels for residents since that time.

In the last 12 months a multi-departmental information services team has met to outline organizational improvements necessary to ensure the long term efficiency and effective implementation of technology for the Village. The team has held meetings with AIS, the current IT provider as well as reviewed proposals from other providers. ProxIT will present a proposal for IT services to the Board of Trustees and staff will present the work of the information services team over the past year.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Staff will give a presentation at the Committee of the Whole, as will ProxIT, an IT vendor and respond to discussion.

REQUESTED COURSE OF ACTION:

This item is provided as information for the Board of Trustees, future action will be presented to restructure IT services and expand use of municipal technology.