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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, June 8, 2009
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

   Re-appointment – Sue Williams – Conservation Commission
   Term expires 11/13/2012

   Proclamation – Josephine Hagle
   Lyons Township High School – Twenty-One Years of Service

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS
    ON TONIGHT’S AGENDA

V. OMNIBUS AGENDA
   A. Approval of Minutes: Special Village Board Meeting, Tuesday, April 28,
      2009; Village Board Meeting Tuesday, May 26, 2009; Committee of the Whole
      Meeting, Tuesday, May 26, 2009

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.
VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall
Chamber of Commerce, Finance
- Corporate Warrant #926
- Recreation Warrant #206

Trustee Oberhauser
Library, Conservation

Trustee Edwards
Beautification, Plan Commission, Senior Liaison

Trustee Prause
Recreation

Trustee Towner
Public Works, Zoning, Administration

Trustee LeClere
Public Safety, Special Events

President Garvey
Economic Development, Brookfield Zoo, WCMC

VII. New Business

A. Ordinance 2009-32 — An Ordinance Adopting Prevailing Wage Rates for the Year 2009 to be paid to Laborers, Mechanics, and other workers performing Construction of Public Works in the Village of Brookfield, Cook County, Illinois

B. Ordinance 2009-33 — An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Create a Class 8 Liquor License

C. Ordinance 2009-34 — An Ordinance Establishing an Intergovernmental Police Service Assistance Agreement


VIII. Managers Report

IX. Adjournment
PROCLAMATION

WHEREAS, the President and the Village Board of Trustees are please to congratulate Josephine “Jo” Hagle on her twenty-first year of loyal and dedicated service to Lyons Township High School, District 204; and

WHEREAS, she is being recognized by Lyons Township High school as is their tradition when an employee attains their twenty-first year of service; and

WHEREAS, June 2009 marks her twenty-first year of service to the Lyons Township High School Community which includes the Village of Brookfield; and

WHEREAS, there is no more important service to our community than to educate our children which are the future of our Village, State and Nation; and

WHEREAS, she has personally mentored students, offered encouragement and unconditional assistance to them to attain their goals at Lyons Township High School and beyond, and

WHEREAS, her supportive efforts to the staff have contributed greatly to the education of our children and have contributed to making Lyons Township High School one of Illinois’ premiere high schools with National recognition for excellence in education,

THEREFORE, I, Michael J. Garvey ask the Village Board and residents of the Village of Brookfield to join me in congratulating Josephine “Jo” Hagle on achieving this milestone.

I have hereunto set my hand and caused the Seal of the Village of Brookfield to be affixed and present Josephine Hagle a copy as a symbol of our respect and esteem.

Michael J. Garvey, Village President

__________________________
Brigid Weber, Village Clerk
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 26, 2009 AT 6:34 P.M.  
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Michael J. Garvey, Trustees Catherine Edwards, Michael Towner, David P. LeClere, C.P. Hall II, Yvonne Prause, Brian Oberhauser and Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Tom Bastian and Deputy Village Clerk Theresa Mariani-Coady.

On Monday, May 26, 2009, President Garvey called the Village Board of Trustees meeting to order at 6:34 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Reappointment – Shawn Sinn – Conservation Commission

Motion by Trustee Edwards, seconded by Trustee Towner, to approve the reappointment of Shawn Sinn to the Conservation Commission. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Prause and Oberhauser. Nays: None. Absent: None. Village Clerk Brigid Weber administered the Oath of Office.

Certificates of Recognition for Adopt-A-Spot Volunteers

President Garvey commended the work of the Adopt-A-Spot volunteers. Trustee Catherine Edwards assisted in presenting certificates to volunteers who were present.

PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT’S AGENDA

OMNIBUS AGENDA


Motion by Trustee Oberhauser, seconded by Trustee LeClere, to approve the Omnibus Agenda of the May 26, 2009 Village Board of Trustees meeting. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Prause and Oberhauser. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Finance & Chamber of Commerce - Trustee Hall

rô Chamber Board to meeting May 28, 2009 at Brookfield Public Library.
rô Chamber Street Dance scheduled for May 30
rô Corporate Warrant No. 925, dated May 26, 2009 - $632,809.21

Motion by Trustee Hall, seconded by Trustee Towner, to approve Corporate Warrant No. 925 dated May 26, 2009 in the amount of $632,809.21. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Prause and Oberhauser. Nays: None. Absent: None.
Library and Conservation – Trustee Oberhauser

Library Board scheduled to meet May 27, 2009 at 7:00 P.M.
Conservation Commission meeting held May 26, 2009

Beautification and Plan Commission, Seniors Liaison - Trustee Edwards

Trustee Edwards advised the Board of the following events and activities:

- Beautification: No report.
- Senior Liaison: Aging Well Committee meets last Monday of each month at 9:30 A.M.
- Plan Commission: No report.

Playground and Recreation – Trustee Praise

Trustee Praise advised the Board of the results of recent meetings and other scheduled activities:

- Recreation Board: No report.

Public Works, Zoning Board of Appeals and Administration - Trustee Towner

Trustee Towner informed the board of recent Public Works activities and discussions during recent ZBA committee meetings which included:

- Public Works: Grand Avenue reconstruction project begun; alley work and street patching ongoing. Tree to be planted in Ehler Park to honor a fallen veteran.
- Zoning Board of Appeals: No report
- Administration: No Report

Public Safety and Special Events – Trustee LeClere

Trustee LeClere informed the Board of the following:

- Special Events: Good turnout for Battle of the Bands. First concerts scheduled for June 12th and June 18th. Movie Night scheduled.
- Public Safety: No report.

Economic Development, Library, Zoo and WCMC - President Garvey

President Garvey advised the Board of the following:

- Zoo: No Report
- WCMC: Attended annual dinner meeting honoring newly elected officers.
- Economic Development: Joint meeting scheduled with Plan Commission regarding TIF District planning.

NEW BUSINESS

Ordinance 2009-031 – An Ordinance Amend Chapter 3 of the Village of Brookfield Code of Ordinances to Create a Class 8 Liquor License.

Motion by Trustee Towner, seconded by Trustee Praise, to approve Ordinance 2009-031 – An Ordinance Amend Chapter 3 of the Village of Brookfield Code of Ordinances to Create a Class 8 Liquor License. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Praise and Oberhauser. Nays: None. Absent: None.
Resolution 2009-743 - A Resolution to Approve and Authorize the Execution of a Settlement Agreement, General Release and Covenant not to sue by and between J. Nardulli Concrete, Inc. and the Village of Brookfield for the 2007 Street Improvements

Village Manage Riccardo Ginex gave the Board an overview of the purpose of the Ordinance with regard to discrepancy in work done on water meter repair.

Motion by Trustee LeClere, seconded by Trustee Towner, to approve Resolution 2009-743 - A Resolution to Approve and Authorize the Execution of a Settlement Agreement, General Release and Covenant not to sue by and between J. Nardulli Concrete, Inc. and the Village of Brookfield for the 2007 Street Improvements. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Prause and Oberhauser. Nays: None. Absent: None.

MANAGER’S REPORT

Village Manage Riccardo Ginex informed the Board of the following activities or events:

- Tree dedication scheduled for 4:00 P.M. on Thursday, May 28, 2009 at Ehert Park.
- Special pumping work being done at Vernon and Lincoln due to ground water table problem.

ADJOURNMENT

Motion by Trustee Oberhauser, seconded by Trustee Edwards, to adjourn the Regular Village Board Meeting of May 26, 2009 at 6:57 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClere, Hall, Prause and Oberhauser. Nays: None. Absent: None

_________________________________
Brigid Weber
Village Clerk
Village of Brookfield

/ls
VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD – COMMITTEE OF THE WHOLE
MONDAY, MAY 26, 2009 – 6:59 P.M.

MEMBERS PRESENT: President Michael J. Garvey, Trustees Catherine Edwards, Michael Towner, David P. LeClere, C.P. Hall II, Yvonne Prause, Brian Oberhauser and Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbirai, Village Attorney Tom Bastian and Deputy Village Clerk Theresa Mariani-Coady.

President Garvey called the May 26, 2009 Committee of the Whole meeting to order at 6:59 P.M.

Discussion Items

Hollywood Citizens Association Neighborhood Picnic

Request for Class 8 license for event scheduled for June 28, 2009. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009.

Renewal Agreement GCI Financial, Inc.

Resolution to be adopted to continue contract with GCI Financial as Village’s insurance broker. Staff reports very favorable past experience with GCI and no increase in fees. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009.

Renewal Agreement Blue Cross/Blue Shield of Illinois

Adoption of Resolution to renew agreement with Blue Cross/Blue Shield of Illinois suggested by staff. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009.

Renewal Agreement Delta Dental

Adoption of Resolution to renew agreement with Delta Dental suggested by staff. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for June 8, 2009.
Joint Meeting of Village Board and Plan Commission

Assistant Village Manager Keith Sbiral led the discussion after the Special Plan Commission was officially called to order at 7:10 P.M.


MEMBERS ABSENT: None

The Village Board wishes to have joint meetings with every Commission to coordinate staff work that goes on during the year and to give direction and guidance to the various Commissions and address comments and concerns of the Commissions.

Agenda Review Process: Specific deadlines to allow publication on Village Website and to fax to newspapers.

Discussion of the direction of the Plan Commission for moving forward and outline of plans for 2009. Items for discussion include TIF development, further discussions regarding storm water retention and economic development of commercial corridors. The 20/20 plan is key to giving direction to the Plan Commissions decisions.

President Garvey stated that the Plan Commission is on the front line for any economic development and he wants to make sure that all members have the tools needed to discuss and understand each proposed project and with the understanding that each project is important. President Garvey further emphasized that the Plan Commission is a fact-finding body whose records the Village Board uses in order to make decisions and deal with issues that impact the 20/20 Master Plan and overall economic development of the Village of Brookfield.

Adjournment of Plan Commission Special Meeting

Motion by Commissioner Grund, seconded by Commissioner _________________. Upon voice vote the Special Plan Commission meeting of May 26, 2009 was adjourned at 7:46 P.M.

Adjournment

Motion by Trustee Oberhauser, seconded by Trustee Praise, to adjourn the Committee of the Whole Meeting of May 26, 2009 at 8:06 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Edwards, Towner, LeClerc, Hall, Praise and Oberhauser. Nays: None. Absent: None.

__________________
Brigid Weber
Village Clerk
Village of Brookfield

/ls

COW May 26, 2009 Page 2 of 2
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ORDINANCE NO. 2009- 32

AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2009 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 22ND DAY OF JUNE 2009

Published in pamphlet form by Authority of the Corporate Authorities of Brookfield, Illinois the 23rd day of June 2009
ORDINANCE NO. 2009 - 32

AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2009 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01 et seq.); and

WHEREAS, the aforesaid Act requires that the Village of Brookfield (the Village) investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

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

Section 1. To the extent and as required by the Prevailing Wage Act, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2009, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's previous June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act. Any new determination made by the
Department of Labor shall be substituted for the previous determinations.

**Section 2.** Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the aforesaid Act.

**Section 3.** The Village Clerk (the *Clerk*) shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**Section 4.** The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**Section 5.** The Clerk shall promptly file, or cause to be filed certified copies of this Ordinance with both the Secretary of State in Springfield, Illinois, and the Illinois Department of Labor.

**Section 6.** Within thirty (30) days after filing a certified copy of this Ordinance with the Secretary of State and Illinois Department of Labor, the Clerk shall cause to be published in a newspaper of general circulation within the area a notice that the determination is effective and that this is the determination of this public body as provided in this Ordinance.
Section 7. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 22\textsuperscript{nd} day of June 2009, pursuant to a roll call vote as follows:

AYES: ........................................

NAYS: ........................................

ABSENT: ....................................

ABSTENTION: ..............................

APPROVED by me this 22\textsuperscript{nd} day of June 2009.

\hspace{1cm} Michael J. Garvey, President of the
\hspace{1cm} Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 23\textsuperscript{rd} day of June 2009.

\hspace{1cm} Brigid Weber, Clerk of the Village
\hspace{1cm} of Brookfield, Cook County, Illinois
VILLAGE OF BROOKFIELD  )
COUNTY OF COOK  )
STATE OF ILLINOIS  )

CERTIFICATE

I, BRIGID WEBER, being the duly appointed and qualified Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 2009-32 entitled "AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2009 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS," passed and approved by the Board of Trustees of the Village of Brookfield in regular session on the 22nd day of June 2009, and on file in my custody.

WITNESS MY HAND and the corporate seal of said Village of Brookfield this 22nd day of June 2009.

Brigid Weber
Village Clerk, Village of Brookfield
ORDINANCE NO. 2009 - 33

AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO CREATE A CLASS 8 LIQUOR LICENSE

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 8TH DAY OF JUNE 2009

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 9th day of June 2009
ORDINANCE NO. 2009 - 33

AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO CREATE A CLASS 8 LIQUOR LICENSE

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

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

WHEREAS, Section 03-34, as amended by Ordinance 2009-031, of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed eight (8); and

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

WHEREAS, there is an application submitted by the Hollywood Citizens Association for a neighborhood picnic to be held on June 28, 2009, currently pending for the issuance of a Class 8 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;
NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

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

Section 2. Creation of a Class 8 Liquor License.

Subsection 9 of Section 03-34 entitled “Limitation on the Number of Licenses” of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

(9) The total number of Class 8 licenses shall not exceed nine (9).

Section 3. Effective Date.

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

ADOPTED this 8th day of June 2009, pursuant to a roll call vote as follows:

AYES: __________________________

NAYS: __________________________

ABSENT: ________________________

ABSTENTION: ____________________

APPROVED by me this 8th day of June 2009.

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

ATTESTED and filed in my office
And published in pamphlet form this 9th day of June 2009.

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

161294-2
BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

IN RE: THE MATTER OF )
Coljon, Inc. )
d/b/a Johnny B’s Bar & Grill ) Class 1 Liquor License No. 23
8436 Brookfield Avenue ) (Application for a Class 8 Liquor License)
Brookfield, Illinois 60513, )
) Respondent.
)

ORDER – FINDING – CLASS 8 PUBLIC FUNCTION

THIS MATTER coming on to be heard on the application of Coljon, Inc. d/b/a Johnny B’s Bar & Grill, located at 8436 Brookfield, Brookfield, Illinois, for the issuance of a Class 8 liquor license for a special event to be held June 28, 2009, to benefit the Hollywood Citizens Association by the Local Liquor Control Commissioner of the Village of Brookfield, Illinois, and the Local Liquor Control Commissioner being fully advised in the premises:

NOW, THEREFORE, the Local Liquor Control Commissioner finds that:

1. Hollywood Citizens Association is a charitable organization located and operating within the Village of Brookfield.

2. The Hollywood Citizens Association supports the operations of Hollywood Community House which provides a benefit to the community.

3. Coljon, Inc., d/b/a Johnny B’s Bar & Grill, located at 8436 Brookfield Avenue, Brookfield, Illinois, the holder of Class 1 liquor license No. 23, has applied for the issuance of a Class 8 liquor license to hold a neighborhood picnic on June 28, 2009, for the Hollywood Citizens Association on the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois.

4. Section 03-32 entitled “Classes, Hours and Fees” of Chapter 3 entitled “Alcoholic Liquor” of the Code of Ordinances, Village of Brookfield, Illinois, as amended, authorizes the issuance of a Class 8 liquor license to public functions deemed appropriate by the Local Liquor Commissioner.

5. The neighborhood picnic to be held on June 28, 2009, for the Hollywood Citizens Association on the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois, is an appropriate public function for the issuance of a Class 8 liquor license.

IT IS THEREFORE ORDERED:

1. The application of Coljon, doing business as Johnny B’s Bar & Grill, located at 8436 Brookfield, Brookfield, Illinois, the holder of Class 1 liquor license No. 23, for the issuance of a Class 8 liquor license to hold a neighborhood picnic on June 28, 2009, for the Hollywood Citizens Association on the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois, be and is hereby approved.
2. A Class 8 liquor license shall be issued to Coljon, Inc., doing business as Johnny B’s Bar & Grill, located at 8436 Brookfield, Brookfield, Illinois, the holder of Class 1 liquor license No. 23, to hold a neighborhood picnic on June 28, 2009, for the Hollywood Citizens Association on the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois, subject to the issuance of appropriate permission being obtained to use the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois.


4. In the event that Coljon, Inc., doing business as Johnny B’s Bar & Grill, fails to obtain appropriate permission to use the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois, on June 28, 2009, or fails to provide to the office of the Local Liquor Control Commissioner of the Village of Brookfield, Illinois, prior to the commencement of the event a copy of a State of Illinois Special Use Permit validly issued to Coljon, Inc., doing business as Johnny B’s Bar & Grill, for the neighborhood picnic to be held on June 28, 2009, on the Hollywood Community House premises located at the corner of Washington and Hollywood, Brookfield, Illinois, for the Hollywood Citizens Association, the Class 8 liquor license issued to Coljon, Inc., doing business as Johnny B’s Bar & Grill, be and is hereby revoked.

5. A copy of this Order shall be served upon Coljon, Inc., doing business as Johnny B’s Bar & Grill, contemporaneously with the issuance of the Class 8 liquor license.

Dated this _______ day of June, 2009.

ENTER:

________________________________________
Michael J. Garvey
Local Liquor Control Commissioner

RECEIVED a copy of this Order this _______ day of June, 2009.

Coljon, Inc., doing business as Johnny B’s Bar & Grill, Licensee

By: ____________________________________
 ORDINANCE NO. 2009 - 34

ORDINANCE ESTABLISHING AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS
THE 8TH DAY OF JUNE 2009

Published in pamphlet form by
authority of the corporate
authorities of Brookfield, Illinois,
the 9th day of June 2009
ORDINANCE NO. 2009 - 34

ORDINANCE ESTABLISHING AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

WHEREAS, fifteen suburban communities have formed an organization known as the Felony Investigative Assistance Team (FIAT); and

WHEREAS, the purpose of said organization is to establish procedures to follow in an emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a single unit of local government; and

WHEREAS, the President and Board of Trustees of the Village of Brookfield after due investigation have determined that membership in said organization will benefit the residents of said Village.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Brookfield, Cook County, Illinois as follows:

SECTION ONE: That the Village President be and is hereby authorized to execute and the Village Clerk be and is hereby authorized to attest an Agreement for membership in the Felony Investigative Assistance Team, a copy of said agreement is attached hereto and is made part hereof.

SECTION TWO: That the Village Clerk be and is hereby authorized and directed to forward a certified copy of this ordinance to the clerk of each participating unit of government within thirty (30) days of the passage and approval of this ordinance.
SECTION THREE: This ordinance shall be in full force and effect from after its passage and approval by the Board of Trustees of the Village of Brookfield as provided by law.

ADOPTED this 8th day of June 2009 pursuant to a roll call vote as follows:

AYES: ___________________________

NAYS: ___________________________

ABSENT: _________________________

ABSTENTION: ____________________

APPROVED by me this 8th day of June 2009.

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

ATTESTED and filed in my office and published in pamphlet form this 9th day of June 2009.

_____________________________________________________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
EXHIBIT A

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

The undersigned units of government, the Village of Brookfield, the Village of Burr Ridge, the Village of Clarendon Hills, the Village of Darien, the Village of Downers Grove, DuPage County, the Village of Hinsdale, the Illinois State Police, the Village of Lisle, the Village of Oakbrook, the Village of Warrenville, the Village of Westmont, the Village of Willowbrook, the Village of Wood Dale and the Village of Woodridge pursuant to Article VII, Section 10 of the Illinois Constitution, 65 ILCS 5/7-4-1 through 7-4-8 and 65 ILCS, 5/1-4-6 and 5/11-1.2.1 of the Illinois Compiled Statutes, agrees as follows:

Section One: Purpose of Agreement

It is recognized that in certain situations the use of police personnel and equipment to perform police duties outside of the territorial limits of the municipality where such police officers are legally employed, is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

Section Two: Power and Authority

a. Each participating municipality does hereby authorize and direct its Chief of Police or their designee to render and request mutual police aid to and from other participating municipalities to the extent of available personnel and equipment not required aid. The judgment of the Chief of Police or their designee of each municipality rendering aid, as to the amount of personnel and equipment available, shall be final.

b. A municipality requesting aid shall first seek aid from the nearest member municipalities possessing the needed personnel and equipment.

c. Personnel who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality which regularly employs such personnel shall be under the direction and authority of the Chief of Police or his designee of the member municipality requesting aid. Such personnel furnishing aid shall be under the direction and authority of officers of the local municipality in whose command they are placed and, if they are police officers in their own municipality, they shall have all the powers of police officers of the requesting municipality.

d. No municipality shall be liable to another municipality for a failure to render aid or the withdrawal of aid once furnished pursuant to this Agreement.
Section Three: Compensation

a. Cooperative police service and assistance shall be rendered without charge to a participating municipality during the normal conduct of police business.

b. Whenever a municipality anticipates unusual or burdensome costs in assisting another municipality under this Agreement, it shall inform the municipality requesting assistance of those anticipated unusual and burdensome costs, so that an agreement for reimbursement can be reached. No assisting municipality shall be obligated hereunder to incur unusual and burdensome costs without agreement for reimbursement.

Section Four: Indemnification

Each unit of government requesting aid under this agreement does hereby agree to indemnify, defend and hold harmless any unit of government, employee or officer thereof, rendering aid for any liability, cost, expense, claim, demand, judgment or attorney’s fees arising out of injury or damage caused by an employee or officer involved in rendering aid to the unit of government requesting aid under this agreement, including, but not limited to false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of the willful misconduct of any employee. Provided, however, that the total extent of such indemnification including the costs of defense shall be limited to the greatest of the following:

1. The limits of liability in 65 ILCS, 5/1-4-6 of the Illinois Compiled Statutes.

2. The limits of liability of such an occurrence established by a self-insurance pool of which the unit of government liable is a member.

The limits of liability of any insurance policy which provides coverage to the unit of government liable for the claim.

Upon a unit of government receiving written notice, pursuant to 65 ILCS 5/1-4-6, any other indemnification statute or any provision of this agreement providing for indemnification, from any police officer, or any person who, at the time of performing such an act complained of, was a police officer of that unit of government, who is made a party defendant to any action for which a unit of government requesting aid is required to provide indemnification under this agreement, the unit of government receiving notice shall, within 10 days of service of the notice upon the unit of government, notify, in writing, the unit of government which is required to provide indemnification, of the fact that the action has been instituted, and that the officer or former officer has been made a party defendant to the lawsuit. Such notice shall be in writing, and shall, in the case of a municipality, be filed in the office of the municipal attorney or corporation counsel, if there is a municipal attorney or corporation counsel, and also in the office of the municipal clerk. The notice shall state in substance, that such police officer,
(naming him or her), has been served with process and made a party defendant to an action wherein it is claimed that a person has suffered injury to his or her person or property caused by such police officer; stating the title and number of the case; the court wherein the same is pending; and the date such police officer was served with process in such action, and made a party defendant thereto. The unit of government which is or may be liable to indemnify the police officer shall have the right to intervene in the suit against the police officer, and shall be permitted to appear and defend. The duty of the unit of government to indemnify any such police officer or unit of government for any judgment recovered against him or it shall be conditioned upon receiving notice of the filing of any such action in the manner and form hereinabove described.

Section Five: Liability

All employee benefits, wage and disability payments, pension and worker’s compensation claims, damage to or destruction of equipment and clothing and medical expense of the municipality rendering aid shall be paid by the municipality regularly employing such person performing services pursuant to this agreement.

Section Six: Rules and Regulations

The Police Chiefs of the participating municipalities may establish by unanimous vote or agreement, uniform rules and regulations concerning the method, type and level of response to a request for aid, and the conduct of the officer while rendering aid, provided that the rules and regulations shall not be inconsistent with the terms of this Agreement. A copy thereof shall be filed with the Clerk of each participating municipality. The rules and regulations may be revised and amended from time to time by unanimous vote or agreement of the Police Chiefs, and a copy of each revision or amendment shall be filed with the Clerk of each participating municipality. Any violation shall result in loss of the rights and privileges of the violator under this agreement.

Section Seven: Felony Investigative Assistance Team (FIAT)

One or more of the participating municipalities have heretofore formed the Felony Investigative Assistance Team (FIAT). The purpose of FIAT is to pool investigative resources in order to expeditiously investigate and solve serious crimes. All participating municipalities shall be members of FIAT. Rules and regulations governing the operation of FIAT may be adopted in the same manner as the rules and regulations concerning the method, type and level of response to a request for aid, and the conduct of the officer while rendering aid. The rules and regulations governing the operation of FIAT shall not be inconsistent with the terms of this Agreement, except that such rules and regulations may provide for the joint funding of FIAT by the participating municipalities.

Section Eight: Effective Date of Agreement

a. This agreement shall be in full effect and legally binding at such times as an ordinance authorizing its execution has been passed and approved by at least four (4) municipalities located in whole or in part within Cook County, Illinois. This Agreement
may be executed in duplicate counterparts containing the authorized signatures of one or more municipalities.

b. Copies of such an ordinance entering into this Agreement shall be filed with the Clerk of each participating municipality within thirty (30) days of passage and approval.

Section Nine: Termination of Agreement

a. Any participating municipality may withdraw from this Agreement at any time, at its option, by ordinance of its Village Board.

b. Copies of such and ordinance withdrawing from the Agreement shall be filed with the Clerk of each participating municipality within Thirty (30) days of passage and approval.

Section Ten: Additional Participating Municipalities

a. Additional municipalities may be permitted to become a party to this Agreement upon the written consent of all participating chief law enforcement officers. Any municipality desiring to become a party to this Agreement shall adopt an ordinance authorizing the execution of this Agreement.

b. Copies of the ordinance provided for the above shall be filed with the Clerk of each participating municipality within thirty (30) days of passage and approval.

c. Upon becoming a party to this Agreement, any such additional municipality shall be deemed to be a participating municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed this 8th day of June 2009 by the following persons.

Municipality:
Village of Brookfield

Michael J. Garvey, Village President

ATTEST:

Brigid Weber, Village Clerk
RESOLUTION NO. 2009-744

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN GCG FINANCIAL, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 8th DAY OF JUNE 2009
RESOLUTION NO. 2009-744

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT BETWEEN GCG FINANCIAL, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield desires to engage GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Consulting Agreement with GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs;

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

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Consulting Agreement with GCG Financial, Inc. to provide strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs.

Section 2: The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on a Consulting Agreement with GCG Financial, Inc. to provide strategic
benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 8th day of June 2009, pursuant to a roll call vote as follows:

AYES: ________________________________

NAYS: ________________________________

ABSENT: ________________________________

ABSTENTION: ____________________________

APPROVED by me 8th day of June, 2009.

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

ATTESTED and filed in my office, this 8th day of June, 2009.

__________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
Exhibit A
CONSULTANT SERVICES AGREEMENT
AMENDMENT TO THE CONSULTING AGREEMENT
WITH
GCG FINANCIAL, INC.

This Amendment to the Consulting Agreement made this 8th day of June, 2009, between the Village of Brookfield, Illinois (the “Village”), an Illinois municipal corporation, and GCG Financial, Inc., an Illinois corporation (“GCG”), for strategic benefit planning, design, funding, administration and communication with respect to the village’s employee benefit programs amends and modifies the terms and conditions of the Consulting Agreement and the terms and conditions of this Amendment are hereby incorporated into the Consulting Agreement. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Consulting Agreement, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Consulting Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged GCG hereby agrees as hereinafter set forth:

1. Certifications.

1.1 GCG shall submit to the Village a certification that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of the GCG, its officers and directors are:

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

1.1.2 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);

1.1.3 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

1.2 In addition, GCG shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

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

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

Amendment to Consulting Agree
1.2.3 GCG is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

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

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

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

Village: GCG:

Village of Brookfield, Illinois GCG Financial, Inc.

By: ____________________________ By: ____________________________
    Michael J. Garvey,          Alan Levitz, President
    Village President

ATTEST:

By: ____________________________ By: ____________________________
    Brigid Weber, Village Clerk  David Levitz, Secretary
CONSULTANT’S CERTIFICATION

I, Alan Levitz, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the “Village”), as a condition of any Agreement with the Village that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of GCG, its officers and directors are:

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

2. 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);

3. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, GCG hereby represents and warrants to the Village as a condition of any Agreement with the Village that GCG:

Pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in GCG’s workplace.

2. Specifying the actions that will be taken against employees for violations of such prohibition.

3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:

   a. abide by the terms of the statement;

   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
B. Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. GCG’s policy of maintaining a drug-free workplace;

3. any available drug counseling, rehabilitation, and employee assistance program; and

4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.

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

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

2. During the performance of this Agreement, GCG agrees as follows:

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

B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job
classification for which employees are hired in such a way that minorities
and women are not underutilized.

C. In all solicitations or advertisements for employees placed by him or on his
behalf, it will state that all applicants will be afforded equal opportunity
without discrimination because of race, color, religion, sex, marital status,
national origin or ancestry, age, physical or mental handicap unrelated to
ability, or an unfavorable discharge from military service.

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

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

F. It will permit access to all relevant books, records, accounts and work sites
by personnel of the Village and the Illinois Department of Human Rights
for purposes of investigation to ascertain compliance with the Illinois
Human Rights Act and the Department’s Rules and Regulations.

G. It will not maintain or provide for its employees any segregated facilities at
any of its establishments, and not permit its employees to perform their
Services at any location, under its control, where segregated facilities are
maintained. As used in this section, the term “segregated facilities” means
any waiting rooms, work areas, restrooms and washrooms, restaurants and
other eating areas, time clocks, locker rooms and other storage or dressing
areas, parking lots, drinking fountains, recreation or entertainment areas,
transportation, and housing facilities provided for employees which are
segregated by explicit directive or are in fact segregated on the basis or
race, creed, color, or national origin because of habit, local custom, or
otherwise.

3. GCG has and will have in place and will enforce a written sexual harassment
policy in compliance with 775 ILCS 5/2-105 (A)(4).
4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of GCG.

5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, 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 GCG in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

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

Dated: June ____, 2009

GCG:

By: ________________________________

Alan Levitz, President

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Alan Levitz appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: June ____, 2009

______________________________
Notary Public
Consulting Agreement

This Consulting Agreement, hereinafter referred to as “Agreement” is between Village of Brookfield, hereinafter referred to as “Client” and GCG Financial, Inc., hereinafter referred to as “Consultant.”

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drugs
- Vision
- Dental
- Life Insurance

A. Strategic Benefit Planning. Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. Benefit Design. Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

C. Administration. Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator if appropriate.

D. Funding. Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.

E. Communication. Consultant will assist in drafting and implementing employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
F. **Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

G. **Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

- Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client’s organization.
- Consultant shall meet with Client, at a minimum, annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant’s fees for the next twelve month period.
- **Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client’s employees and management.

H. **Stewardship Report.** Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific goals and objectives for Consultant’s team relating to Client’s programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

I. **Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous [twelve month period];

2. **Disclosure and Record Keeping**

   A. **Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client’s insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

   B. **Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. **Term & Termination**

   A. **Term.** This initial term of this Agreement shall be one year, commencing on July 1, 2009 and ending June 30, 2010 ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.

   B. **Termination.** This Agreement may be terminated by either party only as follows:
a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or

c) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state. Client agrees to pay Consultant professional fees as outlined in Exhibit 1. These annual fees are payable in monthly installments and Consultant agrees to submit invoices to Client on a monthly basis.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials, and long-term care insurance. Commissions on ancillary lines of coverage will be retained by Consultant.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Catherine Loney, Vice President of Public Sector
Brad Shaps, Senior Benefits Consultant
Mary Wilson, Account Manager

Additional Key Resources: Patty Wells, Client Services Representative
Jeff Kolker, Vice President Employee Benefits

6. Client’s Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client’s personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best
efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. **Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans’ legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. **Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Village of Brookfield, Illinois

Date: ____________________________

By: ______________________________

Michael J. Garvey,
Village President

ATTEST:

By: ______________________________

Brigid Weber, Village Clerk

GCG Financial, Inc.

Date: ____________________________

By: ______________________________

Alan Levitz,
President

ATTEST:

By: ______________________________

David Levitz, Secretary
<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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| Develop a new program, including  
  • Develop a 3 year strategic plan  
  • Conduct cost analysis and market study  
  • Perform critical factor analysis  
  • Recommend plan design changes  
  • Evaluate retiree medical plans  
  • Prepare management for union negotiations  
  • Monitor plan performance       | $1,583.33 monthly fee    |
| Implementation Variables  
  • Establish an implementation time line  
  • Analyze current PPO networks  
  • Review alternative vendors/insurers/TPA’s  
  • Establish performance guarantees for TPA  
  • Communicate plan design changes*  
  • Provide Client with access to MyWave™ | *Printing costs not included |
| Employee Perception Variable  
  • Test employee perceptions using employee surveys  
  • Develop focus group questions  
  • Analyze results                |                          |
| Actuarial Analysis                                                      | Not included            |
VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, June 8, 2009

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

AGENDA

I. Discussion – Cook County Emergency Communications Inter-Operability Plan
II. Discussion – July 4th Parade
III. Discussion – Liens for Cutting Vegetation
IV. Discussion – Southview Avenue Stop Sign Review
V. Discussion – Cool Cities Designations
VI. Discussion – Water Service Contract for Brookfield Zoo
VII. Joint Meeting of the Zoning Board of Appeals and the Village Board
VIII. Addresses from the Audience – Any member of the audience who wishes to address the President and Village Board may do so at this time
IX. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.
**ITEM:** Cook County Emergency Communications Inter-Operability Plan  
**COMMITTEE DATE:** June 8, 2009  
**PREPARED BY:** Chief Steven Stelter & Chief Pat Lenzi  
**PURPOSE:** To bring emergency communications to the Brookfield Police and Fire Departments in the event of a man made or natural disaster.  
**BUDGET AMOUNT:** $1,200.00 annually  

**BACKGROUND:**  
In the beginning of 2006, the U.S. Department of Homeland Security’s Urban Area Security Initiative (UASI) Working Group, The Office of the Cook County Board of Commissioners, Cook County Sheriff’s Department and the City of Chicago presented a plan to provide an interoperable communications system for First Responders throughout Cook County.

This system is an easy-to-use radio system that will allow emergency responders from any jurisdiction in Cook County, who currently have different radio frequencies, to communicate with each other at all times during a man made or natural disaster. The initial cost to install this new system is covered by this initiative without charge to the Village. However, there is an annual shared radio maintenance fee of $1,200.00 annually. The following components that are now available for use and deployment are:

1) Four portable radio units, two for police and two for fire, with mobile mounted chargers (including installation). These radios will be in the field and tuned to the Interoperability call channel at all times, to be used in the event of any emergency.

2) A command center mounted base station set for communications with the above listed radio system.

**ATTACHMENTS:**
1. None

**STAFF RECOMMENDATION:**
In order to continue providing exceptional emergency services to the Village, staff recommends moving forward in obtaining this new interoperability radio system.

**REQUESTED COURSE OF ACTION:**
This is presented for board approval on June 22, 2009.
May 7, 2009

President Michael J. Garvey
Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513

Dear President Michael J. Garvey,

In an effort to improve radio communications for first responders throughout Cook County, the Cook County Homeland Security Urban Area Working Group (UAWG) in collaboration with the Office of the Cook County Sheriff, the Office of the President of the Cook County Board of Commissioners, and the City of Chicago, is providing a voice radio communications system that will enable immediate communications between all first responders in Cook County, should there be a man made or natural disaster.

As this year long initiative nears completion, we are pleased to let you know the primary components are available for use and deployment by your public safety agencies. Please review the attached information which explains the concept and cost of this project. If you have any questions, please call us at (708) 865-6520.

We know you will join us in expressing appreciation for the tireless efforts of the UASI Interoperable Radio Communications Subcommittee comprised of police, fire and first responders from throughout Cook County.

Our best personal regards to you,

Thomas J. Dart
Sheriff of Cook County

Mr. Albert Pritchett, Chairman
Cook County Urban Area Working Group
COOK COUNTY EMERGENCY COMMUNICATIONS INTEROPERABILITY PLAN

FACT SHEET

BACKGROUND

In the beginning of 2006, the U.S. Department of Homeland Security’s Urban Area Security Initiative (UASI) Working Group, The Office of the President of the Cook County Board of Commissioners, Cook County Sheriff’s Department, and the City of Chicago presented a plan to provide interoperable communications systems for First Responders throughout Cook County. The goal of this project is to establish an affordable, easy-to-use radio system that will ensure every municipality in Cook County can establish and maintain voice communication with neighboring jurisdictions during an emergency situation.

This collaborative initiative is near completion. The primary components that are now available for use and deployment by your municipality’s First Responders are as follows:

1.) Four Portable Radio units, two for police and two for fire, with mobile mounted chargers (including installation) that would be installed in first responder vehicles that you select. The radios would be in the field and tuned to the Interoperability call channel at all times, to be used in the event of an emergency requiring interoperable communications. These radios will also have select Cook County Sheriff’s Radio Channels, and the Starcom 21 channels, which allow for Statewide Interoperability.

2.) A command center mounted base station, or programming of the present ITTF base station), for communications on the channels described above.

COST

The initial cost to install the new County owned equipment in your four vehicles and base station, if required, will be covered by this initiative without charge to your Village. The equipment will remain titled to Cook County.

However, the annual shared radio network maintenance fee for each radio will be $240.00. If you have four portables and one base station the total annual fee will be $1,200.00 per year. During the initial years of this project, we may obtain funding that may reduce this fee, if received; we will reduce the fee accordingly.
The portable and base station equipment that we provide to you is covered under warranty for the first three (3) years, when a warranty plan is purchased after the three year term; the exact pass thru cost will be quoted and passed thru to the Village. We estimate the annual cost for each individual radio after the warranty has expired to be $85.00 per year.

These costs and charges are explained in the Memorandum of Understanding (MOU) that we have attached for your review and approval, if you decide to participate in this program.

Please review the attached MOU, and if you decide to participate in this program please forward the signed agreement as well as the Radio Request Form for each of four (4) portables and one (1) base station being requested. These requests will be reviewed and the Cook County Sheriff’s Department will be contacting you in order to fulfill this request.

WHAT’S NEXT?

We are presently working with the City of Chicago to establish UHF channels in the near future for interoperability, and will make notification to you when these channels are made available.

We will convene a radio users committee comprised of a diverse group of radio users from Suburban Cook County Agencies; that will provide input and monitor the on-going participation and costs of this program, and provide input to the Cook County Sheriff’s Department as the operator of this Radio Network.

We strongly urge you to continue the programming of your conventional VHF portable and mobile radios to the Cook County Sheriff’s Department channels as previously proposed, so that your present VHF equipment will be an additional form of radio communications in the event of an emergency.

We are pleased to offer this service, and continue to expansion of these resources to improve Radio Communications throughout Cook County. If you have any questions, please do not hesitate to contact the Office of the Sheriff at (708) 865-6520.
Radio Request Form

Date of Request:

Requesting:

Agency:  
Telephone:  
Contact:  
Fax:  
Address:  
Email:  
Town:  
Zip:  

Department Request

Police Department (  )
Fire Department (  )
Communications Center (  )

Memorandum of Understanding Executed and Attached (  )

Vehicle Description for Radio and Mobile Charger Installation

Year:  
Make:  
Model:  
Unit#:  

VIN:  
Vehicle Contact Person:  

Contact Telephone:  

Person Requesting:  
Title:  
Date:
INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into as of __________, 2009 (the “Effective Date”) by and between the County of Cook (the “County”), a public body corporate of the State and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Sheriff, (“Sheriff”), and ____________ (the “Recipient”), a unit of local government of the State of Illinois.

RECITALS:

WHEREAS, the County and Recipient are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency (“IEMA”) has received various grant funds from the U.S. Department of Homeland Security, to support interoperable communications projects within the State; and

WHEREAS, in 2007, the IEMA awarded grant funding to the County to accomplish certain projects, including: (1) Upgrading the County’s digital trunked radio system (“Digital Trunked System”) to be P25 standard compliant (including the connection of County and municipal radios to the State of Illinois’ StarCom 21 system, thereby allowing state-wide communication) and (2) Providing links from the County’s Digital Trunked System to achieve interoperability with radio systems belonging to participating entities such as Recipient; and

WHEREAS, the County and Recipient believe that the goal of enhancing interoperable public safety communications capabilities within Cook County would be served by the loan by the County to Recipient of certain portable radios belonging to the County for the use of Recipient’s public safety agencies, including, but not limited to, its police and fire departments on the terms more fully described herein; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.
SECTION 2: GRANT OF RIGHTS

Pursuant to this agreement, the County, acting through the Sheriff, shall make available to Recipient up to four (4) portable radios ("Radios"), which are and shall at all times be considered the property of the County. The specific quantity, type, model and any other pertinent characteristics of the Radios made available to Recipient shall be set forth on an addendum to this agreement, which shall be in the form and substance as Attachment 1, attached to this Agreement and be incorporated into this Agreement without need for further action by either party. At any time during the course of this Agreement, the County may request the return of less than all of the Radios made available to Recipient pursuant to this Agreement and Recipient shall promptly comply with the County’s request.

Accordingly, the County hereby grants to Recipient, upon the terms and conditions herein specified, permission to use the Radios for Recipient’s official purposes, including, but not limited to, the purpose of enhancing Recipient’s ability to achieve interoperable communications with the County and other public safety entities.

Recipient shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of the Radios to any third party without the written permission of the County.

SECTION 3: TERM AND TERMINATION; EFFECTS OF TERMINATION

3.1 Term and Termination

This Agreement shall commence upon the date upon which both parties have duly executed it (the “Effective Date”) and shall continue thereafter until terminated by either party. Either party wishing to terminate this Agreement may do so for any reason upon ninety (90) days written notice to the other.

A request by the County, pursuant to Section 2, Grant of Rights for a return of less than all of the Radios made available to Recipient pursuant to this Agreement shall not automatically operate to terminate this Agreement.

3.2 Effects of Termination

Effective upon the date of termination specified in writing by party terminating this Agreement: (1) Recipient’s right to use the Radios shall cease; (2) Recipient’s obligation to pay the Fees described in Section 5.2. Recipient, herein, shall cease; and (3) Recipient shall promptly return the Radios to the County.

SECTION 4: CONTROL OF RESPECTIVE RADIO SYSTEMS

The County and its Sheriff have ultimate authority with regard to the County’s Digital Trunked System. Recipient shall have ultimate authority over its own radio system. It is agreed by the parties that the County’s Digital Trunked System is and shall remain under full control and
supervision of the Sheriff and that the County is and shall be the sole owner of its existing Digital Trunked System as well as any new, added equipment that may in the future be made a part of the County’s Digital Trunked System and other County networks or property. This status shall include all towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

It is further understood and agreed that Recipient is and shall be the sole owner of all of its existing radio system as well as any new, added equipment that may in the future be made a part of the Recipient’s radio system and other Recipient networks or property, provided, however, that County-owned equipment that may be installed at Recipient locations to make connections to the Digital Trunked System is and shall remain the County’s property and shall not be disturbed.

SECTION 5: RESPONSIBILITIES OF THE PARTIES

5.1 The County

5.1.1 Delivery and Installation of Radios

Pursuant to a mutually agreed upon schedule, the County shall deliver the Radios described in Attachment 1 to Recipient and shall install the Radios in public safety first responder vehicles designated by Recipient. County shall not be responsible for any additional Radio installations and shall not be obligated to install a Radio if it determines, in its sole discretion, that the vehicle provided by Recipient is unsuitable for such installation.

5.1.2 Training

Pursuant to a mutually agreed upon schedule, the County shall provide training on the use and operation of the Radios to the appropriate Recipient personnel who will be responsible for such operation.

5.1.3 Radio Frequencies; Access Codes

The County shall provide Recipient with the appropriate licensed frequencies upon which the Radios shall be used and shall provide updated or alternative frequencies as such frequencies become applicable. County shall also provide Recipient with any applicable access codes pursuant to which the Radios may be used to access the Digital Trunked System.

5.1.4 Direct Costs

The County shall be responsible for those costs associated with the core operations of its Digital Trunked System (the “Direct Costs”), which include the following:

A. Maintenance costs for Digital Trunked System expenses that are directly billed to the County.
by the providers of such maintenance services;

B. Telephone and utility costs and expenses;

C. Direct labor costs of County Digital Trunked System technicians, engineers and other personnel assigned to the ongoing use of the Digital Trunked System;

D. Other costs which are directly attributable to the cost of the Digital Trunked System, excluding rental costs.

5.2 Recipient

5.2.1 Monthly Access Fee

Recipient shall pay the County a monthly fee in exchange for the right to access the Digital Trunked System. This fee shall be calculated as follows:

The total dollar-for-dollar amount of the Direct Cost items listed in Section 5.1.3, Direct Costs, above, divided by the total number of Users* on the Digital Trunked System multiplied by the total number of Recipient Users (Monthly Access Fee = Direct Costs ÷ total number of Users on Digital Trunked System × total number of Recipient Users). The actual costs and quantities employed in the formula used to calculate the Monthly Access Fee are set forth in Attachment 2, attached to this Agreement. Attachment 2 will be updated by the County from time to time as the applicable costs and quantities change, but no less than annually.

* For purposes of this Section 5.2, a “User” means an individual, active or assigned radio user identification number for a radio programmed to be operational on the Digital Trunked System, whether or not it is a Radio subject to this Agreement. Radio user identification numbers assigned to inactive or reserve radios that are not programmed to be operational on the Digital Trunked System are not included in this definition.

5.2.2 Reimbursements

Recipient shall reimburse the County for costs incurred by the County as a result of purchases made by the County at the request of and for the benefit of Recipient. These costs may either be billed to the Recipient by the County or billed directly to the Recipient by the applicable vendor and include, but are not limited to, the following:

A. Per unit maintenance costs associated with Recipient’s Users that are billed directly as a per-unit cost;

B. Programming, re-programming, or other expenses associated with the maintenance of Recipient’s Users;

C. Installation or re-installation costs of equipment that requires permanent installation;
D. Special equipment, service, or connections for which only Recipient directly benefits.

5.3 Use of Radios

Recipient shall use the Radios only for official purposes and shall keep each Radio tuned at all times to the licensed interoperable frequencies designated by the Sheriff. Recipient shall conduct a monthly test of each Radio that will evidence to the Sheriff that the Radio is operational and tuned to the correct frequency. Recipient shall ensure that any access codes provided by the County shall only be given to those authorized by the County to receive them.

5.4 Cooperation and Access

Throughout the term of this Agreement, Recipient shall provide the County with reasonable cooperation and access to its facilities to promote the delivery and installation of the Radios, the training of the Recipient’s personnel and any other purposes of this Agreement.

5.5 Risk of Loss; Insurance

Upon the installation of the Radios in Recipient’s vehicles or upon its premises, Recipient shall bear the risk of loss for any damage or loss to such Radios. Accordingly, throughout the term of this Agreement, Recipient shall procure and maintain property insurance that shall provide coverage against all risks of physical loss and/or damage on a full replacement cost valuation basis without deduction for depreciation. Such insurance shall list Cook County as a named insured and loss payee.

5.6 Release and Indemnification; Covenant not to Sue

A. Release and Indemnification

Recipient is not purchasing the Radios and is making any payment to the County to reimburse the County for the County’s purchase of the Radios. In entering into this Agreement, County seeks to enhance the ability of Recipient and its first responders to communicate and respond to threats or emergencies. Accordingly, in consideration of the terms and conditions of this Agreement, with the exception of intentional torts committed by County, Recipient hereby releases and agrees to indemnify and hold harmless the County, and all of its present, former and future officers, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys’ fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the Digital Trunked System.

B. Covenant Not to Sue
Recipient hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, shareholders, directors, partners, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

SECTION 6: MISCELLANEOUS TERMS

6.1 No Joint Venture

This Agreement shall in no event be construed in such a way that either County or Recipient constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

6.2 Notice

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Office of the Cook County Sheriff

1401 N. Maybrook Dr.

Maywood Dr.

Chicago, IL 60153

Attention: Chief of Police

Telephone: (708) 865-4808

Facsimile: (708) 865-4899

If to Recipient, to:
Telephone:
Facsimile:

6.3 Entire Agreement

This Agreement constitutes the entire agreement of the County and Recipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Recipient and County with respect to the subject matter hereof.

6.4 Approval Required and Binding Effect

This Agreement between County and Recipient shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Recipient and, once duly authorized and executed as set forth herein, against the County.

6.5 Representations

Recipient represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of Cook, State of Illinois.

FOR COUNTY: FOR RECIPIENT:

________________________ Date: __________ __________________________ Date: __________

Tom Dart
Cook County Sheriff

APPROVED AS TO FORM:

________________________
Assistant State’s Attorney
Every year the Village holds a parade in honor of Independence Day. This year due to the construction on Grand Boulevard, the route will be changed. The parade will start at 10:00 am from 31st and Grand and continue southbound to the circle and then proceed eastbound on Washington to Prairie. It will then travel southbound on Prairie to Brookfield Avenue, proceeding eastbound ending in Kiwanis Park.

Additionally, this year’s parade will be somewhat smaller than usual due to the fact a number of organizations and public safety agencies have declined to participate due to cut-backs they have had to make. Some neighboring communities have decided to either cut back or postpone 4th of July festivities this year, also.

North Riverside is cancelling all 4th of July festivities for this year which included their parade, festivities in their park and fireworks.

Riverside originally canceled their parade and festivities but recently, a private organization, “Friends of the Fourth”, has raised private donations to hold their picnic and parade. Per their website, “The Village will provide personnel and equipment during the normal course of business to help volunteer groups with such activities. Volunteer groups will then supplement these resources with volunteers as well as by raising funds to pay for additional Village costs that are particular to the event.”

Finally, Lyons has cancelled their parade but will still hold their fireworks display.

As you are aware, the Village has also made a number of reductions in operational expenses, staffing and delaying projects. Each year the Village has a large number of employees working and participating in the parade and follow-up festivities. Their participation presents a large expense for the Village in overtime costs for a single day. Last year, the Village incurred the following costs for these respective departments:

<table>
<thead>
<tr>
<th>Department</th>
<th>No. of Employees</th>
<th>Overtime Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>15</td>
<td>$3,531.00</td>
</tr>
<tr>
<td>Fire</td>
<td>21</td>
<td>$1,728.00</td>
</tr>
<tr>
<td>Public Works</td>
<td>11</td>
<td>$8,061.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$13,321.00†</td>
</tr>
</tbody>
</table>

†This total reflects a triple time payout to both Police and Public Works (payment for the holiday and then double time for working) and just time and one half for the Fire Department. These amounts reflect the fact that the parade has been held during the week the last few years.
In FY2009, the Board approved $14,420 for use toward organizations, clubs and bands to participate in our parade and the festivities afterward, plus some logistical amenities. A number of these organizations have declined to participate as they wanted more funding which the Village was unable to provide. Last year, the Village spent $6,850.00 for organizations and bands to participate in the parade and the entertainment in Kiwanis Park after the parade. This year the cost for parade participants will be $2,910.00. (See attached listing) Additionally, we will spend approximately $1,200.00 for the entertainment in Kiwanis Park after the parade. Therefore, since the parade will be somewhat smaller in size I am proposing we scale down the use of our personnel, also.

Historically, every member of our Fire Department was detailed to work this day. They would bring all the apparatus out to participate. I have had discussions with the Fire Chief and this year we would use our engine and ambulance from Station 2 on Broadway to participate. These firefighters would be on-duty and we would incur no additional overtime costs, therefore reducing our Fire personnel by 21 staff members.

The Police Department will utilize ten (10) officers rather than the fifteen (15) used last year, as well as a number of Auxiliary Officers. One regular on-duty officer will be utilized with an off-duty officer (on overtime) to monitor the activities at Kiwanis Park until 2:30pm. (Two officers were used last year on overtime). Two officers on overtime will be used from 2:30pm to 6:00pm. The Command Staff consisting of 2 Lieutenants and the Deputy Chief will be off on July 4th, also. All worked last year.

Public Works will reduce the number of staff utilized by two (2). These personnel will not participate in the set-up for the parade and the seasonal employees will be available during the festivities in the park to make sure the garbage is not an issue.

This reduction in staff will still allow the Village to provide the needed resources to make the event as memorable as past years.

ATTACHMENTS:

1. 2009 Parade Participants

STAFF RECOMMENDATION:

The reduction in staff for the parade is approved.

REQUESTED COURSE OF ACTION:

No formal Board action required.
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Accepted</th>
<th>Denied</th>
<th>Actual Fee</th>
<th>Accepted</th>
<th>Denied</th>
<th>Proposed Fee</th>
<th>Actual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st IL Light Artillery-Battery H</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Boliviamenta</td>
<td></td>
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</tr>
<tr>
<td>Boy Scout Drum &amp; Bugle Corp.</td>
<td></td>
<td>X</td>
<td>$450.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Chicago Stock Yards Kitty Band</td>
<td></td>
<td>X</td>
<td>$800.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Chicagoland Dalmatian Club</td>
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</tr>
<tr>
<td>Continental Militia</td>
<td></td>
<td>X</td>
<td>$200.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>District 103 Band</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Genies &amp; Their Flying Carpets</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$325.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Green Thunder</td>
<td></td>
<td></td>
<td>$850.00</td>
<td></td>
<td></td>
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<tr>
<td>Jesse White Tumblers</td>
<td></td>
<td></td>
<td>$900.00</td>
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<td>$700.00</td>
<td>$0.00</td>
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<tr>
<td>Lira Ensemble</td>
<td></td>
<td></td>
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<td>X</td>
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<td>$450.00</td>
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</tr>
<tr>
<td>Marsh-Mallo the Clown</td>
<td></td>
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<td></td>
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<tr>
<td>Medinah Marshal Unit</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medinah Motor Corps</td>
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<td>X</td>
<td>$600.00</td>
<td></td>
<td></td>
<td>$540.00</td>
<td>$0.00</td>
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<tr>
<td>Northwest Territory Alliance (Butler's Rangers)</td>
<td></td>
<td></td>
<td>$300.00</td>
<td>X</td>
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<td>$300.00</td>
<td>$300.00</td>
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<tr>
<td>Pockets the Clown</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBHS Summer Marching Band</td>
<td></td>
<td>X</td>
<td>$450.00</td>
<td>X</td>
<td>$400.00</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Rickover Naval Academy Drill Team</td>
<td></td>
<td></td>
<td>$450.00</td>
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<td></td>
<td>$400.00</td>
<td>$400.00</td>
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<tr>
<td>Rickover Naval Academy Marching Band</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$525.00</td>
<td>$525.00</td>
</tr>
<tr>
<td>Roaring 57's</td>
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<td></td>
<td>$400.00</td>
<td>X</td>
<td>Not Sent</td>
<td>$360.00</td>
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<tr>
<td>Thistle &amp; Heather Highland Dancers</td>
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<td>X</td>
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<td>Not Sent</td>
<td>$175.00</td>
<td>$175.00</td>
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<tr>
<td>Those Funny Little People</td>
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<td>X</td>
<td>$500.00</td>
<td></td>
<td></td>
<td>$200.00</td>
<td>$200.00</td>
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<tr>
<td>Tommy Twister</td>
<td></td>
<td>X</td>
<td>$200.00</td>
<td></td>
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<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>West Suburban Clown Club</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$6,850.00</strong></td>
<td></td>
<td></td>
<td><strong>$5,550.00</strong></td>
<td><strong>$2,910.00</strong></td>
</tr>
</tbody>
</table>

*Rickover Naval Academy Drill Team and Band will let us know by Monday June 1st.
If both accept the total Fees for the parade will be $3,835.00.
COMMITTEE ITEM MEMO

ITEM: LIENS FOR CUTTING VEGETATION
COMMITTEE DATE: June 8, 2009
PREPARED BY: Meena Beyers, AICP, Village Planner
PURPOSE: To provide the Board of Trustees with information liens for cutting vegetation on private property
BUDGET AMOUNT: N/A

BACKGROUND:

With the recent economic downtown, in addition to the ongoing challenges of property owners not maintaining their yards in the spring and summer, the Village is experiencing an increased number of vacant properties with an overgrowth of weeds and grass. In most cases, Staff is already aware of these properties, and has written a hang tag and/or citation, prior to neighbors or passers-by calling to report the violation.

The Village’s adopted property maintenance code requires that all exterior property be maintained free from weeds or plant growth in excess of 8 inches. Should a lot be overgrown, Staff provides the property owner with a warning, followed by a citation, resulting in fines up to $750 per day of violation. Like other property maintenance violations, this procedure takes time, as due notice is required for citations, adjudication, and court hearings. In the meantime, neighbors must endure the unsafe, unsanitary, and unsightly conditions left behind by the property owner.

Effective August of 2007, the Illinois General Assembly enacted a statute authorizing municipalities to cut, trim, or remove weeds, grass, trees, or bushes at the owner’s expense and to use liens to recover the cost (ILCS 65 11-20-7). In order to take advantage of this procedure, the Village must enact an ordinance invoking this section of the Illinois Municipal Code. Once the ordinance is in place, the owner of the delinquent property will be given notice to cut the vegetation, and subsequently given notice that the Village will cut the vegetation at the owner’s expense and file a lien for the cost incurred if noncompliance continues. Staff also prepared a lawn sign (attached) which will be posted at each property with maintenance enforcement in-progress. This sign serves as a tool to allow neighbors to understand that the Village is already aware of the violation and enforcement is in progress.

The benefit of adopting this procedure is that overgrowth on private property can be controlled, benefiting the appearance, safety, and general welfare of our neighborhoods. The procedure may still take 4 to 6 weeks before the Village is able to cut the vegetation and file the lien; however, neighbors can be assured that following the state-required procedure, the Village will hire someone to cut the vegetation. An added benefit is that this procedure would allow the Village to contract with the appropriate services to cut the vegetation, eliminating the liability issues associated with Village staff, elected officials, or other Village affiliates cutting grass, bushes, weeds, or any other vegetation on privately owned property.

The drawback of adopting this procedure is that the Village cannot recover the cost of cutting the vegetation unless the property is sold or otherwise transferred, or the Village files a lien.
foreclosure action in Circuit Court. This means that the Village would incur significant up-front costs in order to have the vegetation cut in each instance of growth over 8 inches.

While costs will be incurred up front, the Village may continue to cite the property for noncompliance, accumulate fines for violations, and file an additional lien for the cost of the fines with Cook County. This way, at the time of property transfer, not only would the Village recover our cost to maintain the property, but the Village would also collect the fines levied for the violation.

ATTACHMENTS:
1. Image of Code Violation Lawn Sign (to be printed 2’ x 4’)

STAFF RECOMMENDATION:

Staff recommends that the Board pass an ordinance invoking ILCS 65 11-20-7 allowing the Village to cut vegetation on delinquent properties at the owner’s expense.

REQUESTED COURSE OF ACTION:

Staff requests that the Board review the information provided and direct the staff to either prepare the Ordinance for the June 22nd Board Meeting, or take no further action.
This Property is Subject to

Code Violation

Proceedings by the Village of Brookfield Building and Planning Department for Violations of Chapter 6 of the Village Code.

2003 International Property Maintenance Code

Village of Brookfield Building and Planning Department – 708.485.7344 Option 3

This sign is property of the Village of Brookfield. It is illegal to remove or damage this sign.
COMMITEE ITEM MEMO

ITEM: Southview Avenue Stop Sign Request Review

COMMITTEE DATE: June 8, 2009
PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager

PURPOSE: Traffic Study Review.

BUDGET AMOUNT: N/A

BACKGROUND:
Following input from the Hollywood Neighborhood, the Village contracted with James J. Benes and Associates to conduct a traffic study to determine warrants for proposed Stop signs along Southview Avenue. A memo from Thomas Adomshick, P.E., PTOE, outlines a traffic count and speed study conducted in May.

Staff will review the results of the attached study with the Board of Trustees.

ATTACHMENTS:

STAFF RECOMMENDATION:
Staff recommends review of the memorandum and presentation and will answer any follow up questions.

REQUESTED COURSE OF ACTION:
No further action is required by the Board of Trustees.
MEMORANDUM

Date: May 26, 2009

To: Mr. Keith Sbiral
    Assistant Village Manager
    Village of Brookfield

From: Thomas Adomshick, P.E., PTOE
    Vice President

Re: Southview Avenue Stop Sign Requests
    Project No. 1303

In 2008 the Village of Brookfield repaved Southview Avenue from McCormick Avenue to Woodside Avenue. Since that time the Village has received complaints of individuals exceeding the posted 25 mph speed limit on Southview Avenue from Arden Avenue to Woodside Avenue. As a means of addressing speeds, the Village is considering installation of three-way stop sign control at the Southview Avenue intersections with McCormick Avenue and Hollywood Avenue.

At your request we have collected 24-hour vehicular traffic volume for each approach to the Southview/McCormick and Southview/Hollywood intersections. This data was used to determine if the vehicular volume on Southview is sufficiently high enough to warrant installation of three-way stop sign control in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD has been adopted by the State of Illinois as the standard for application of traffic control devices. The following is a summary of our findings.

Existing Conditions

Southview Avenue, McCormick Avenue and Hollywood Avenue are two-lane, two-way local residential street. All are under the jurisdiction of the Village of Brookfield. The posted regulatory speed limit is 25 miles per hour on each of these streets. Currently there is no posted intersection control signage at the two studied intersections.

The typical daily traffic volume on each approach to the two intersections was counted over a three day period from Tuesday, May 12 through Thursday May 14, 2009. The data was collected using automatic traffic counters. The average daily traffic is shown on the attached exhibit.

In addition to the vehicular volume data, the traffic counters collect vehicular speed data. The recorded average speeds over the four count locations on Southview Avenue ranged from 22 to 26 mph. The recorded 85th percentile speed, which is the speed at or below which 85% of vehicles traveled ranged from 26 to 31 mph. The traffic counters were placed at mid-block locations, where vehicular speeds tend to be highest.
Stop Sign Control

A review of the MUTCD traffic volume criteria for installation of all-way stop sign control was performed using the counted 24-hour traffic volumes. The criteria require an average of 300 vehicles per hour for eight hours of the day on the major street approaches, and an average 200 vehicles plus pedestrians (units) per hour for the same eight hours on the minor street approach.

In the three day count period, the recorded major street maximum hour traffic volume (sum of both approaches) on Southview was 23 vehicles at McCormick, and was 16 vehicles at Hollywood. The recorded minor street maximum hour approach traffic volume was 8 vehicles on McCormick, and was 10 vehicles on Hollywood. As there are no major pedestrian destinations or generators on the south side of Southview Avenue, it is clear that hourly pedestrian crossings of Southview will be very low.

The peak hour traffic and pedestrian volumes are far below the minimum volumes required for eight hours of the day. It is clear that installation of stop sign control does not meet the MUTCD criteria for installation of three-way stop sign control at the McCormick Avenue and Hollywood Avenue intersections with Southview Avenue.

Vehicular Speeds

The recorded speed data does not suggest that a speeding problem exists. The Illinois Department of Transportation Policy on Establishing and Posting Speed Limits uses the existing prevailing speed as the basis for establishing a reasonable speed limit. IDOT policy acknowledges that not every motorist will travel at or below the posted speed limit, but does take into account the anticipated violation rate. Following IDOT policy and using the collected existing speed data, the currently posted 25 mph limit on Southview Avenue is the appropriate speed limit.

The MUTCD explicitly states that stop signs should not be used for speed control. Stop signs are regulatory signs intended to be used to control conflicting traffic movements and to assign right-of-way. Excessive use of stop signs can foster disregard for the stop signs by motorists where the sign are not warranted.

Conclusion

It is our opinion that existing traffic volumes do not warrant installation of three-way stop sign control at the McCormick Avenue/Southview Avenue or Hollywood Avenue/Southview Avenue intersections. Collected speed data suggests that vehicles are traveling along Southview Avenue at speeds reasonably consistent with the posted speed limit in accordance with State policy on the establishment of speed limits. We do not recommend installation of three-way stop sign control at the Southview/Mccormick or the Southview/Hollywood intersections.

--END--
EXHIBIT 1: Existing Daily Traffic Volumes (by approach)
About Cool Cities
Cool Cities is a campaign that began in 2005 under the Sierra Club, intended to empower city residents, leaders, Village officials, and local organizations to work together to encourage the implementation of energy solutions in an effort to address global warming and climate change. The Cool Cities campaign is a grassroots effort based on community involvement and organization. According to the Sierra Club, the most successful Cool Cities campaigns are those that involve all facets of the community, and not just one community group or the Village independently. Many communities nationwide and throughout Illinois, including Oak Park, Evanston, Northbrook, and Carbondale, have become Cool Cities. Currently, neighboring communities, including LaGrange and LaGrange Park, are working towards becoming Cool Cities as well.

The Brookfield Cool Village Coalition is a grassroots community group stemming from the League of Women Voters, Village Board and Commission members, and interested residents. The Coalition first met on April 16, 2009, to discuss how community organizations and residents could promote clean energy solutions in the Village and through the library, faith organizations, Boy Scouts and Girl Scouts, and local businesses. The growing Coalition is interested in providing educational and activity opportunities community-wide, including during special events in the Village. Representatives from the Coalition met with Village Staff and Trustee Edwards to provide an overview of discussion and activities at the first meeting. During this meeting, Coalition members requested that Staff look into the requirements for being designated as a Cool City and to share this information with the Board of Trustees for discussion.

As the Coalition understands that the Village Board must learn more about and discuss Cool Cities prior to endorsing official designation, they are working not only toward Village designation, but also in an effort to raise general awareness and understanding of energy and climate issues by utilizing local organizations and expertise within the community. The Village designation is just one part of the Brookfield Cool Cities Coalition's overall effort to embrace becoming a green community.

Benefits of Cool Cities Designation
There are a number of benefits to attaining the Cool Cities designation. At a local level, in addition to raising awareness and implementing earth-saving strategies, the Village benefits by being a part of the grassroots effort to make green living a priority in the community. By standing in alliance with the community, the Village can lead by example and support the efforts
of the Brookfield Cool Village Coalition. At a global level, the Village benefits by joining numerous communities world wide in an effort to promote sustainable living. It should be noted that the Village can still support these efforts, even if the designation is not achieved.

Upon designation, the State additionally provides signage for community entry points showing that the Village is an Illinois Cool City, and an official graphic image for use on printed and electronic communications.

**Village Participation**
The Village has already begun “thinking green” in its facility and equipment management, including the retrofitting of fleet vehicles, and replacing lighting to energy-efficient compact fluorescent lighting. The inclusion of bioswales and native plantings in recently renovated Ehler Park furthered the Village’s standard for environmentally conscious design in local improvements. The Village encouraged the purchase of rain barrels provided through WCMC to conserve and recycle water and reduce runoff. The Village continually receives Tree City, USA designation manages tree protection and preservation. From a Planning perspective, the Village is already an extremely walkable community with three transit stations and two downtown areas, and continues to enhance walkability factors with appropriate land use and density considerations, infrastructure improvements, bike rack placement, and code enforcement to make streets and sidewalks safer for bicyclists and pedestrians. Staff continues to work on code improvements in the property maintenance, building, and zoning codes to promote renewable energy, conservation, and sustainability. Staff encourages redevelopment and new development to include sustainable features through adherence to existing codes, or improvements on existing codes. Staff is working to increase awareness of energy efficiency benefits under the Recovery Act. There continues to be a great deal the Village can accomplish in an effort to become green, such as encouraging recycling, reducing waste, which can be explored and further detailed as the Village moves forward.

**Achieving Cool Cities Designation**
The Village has a role in participating in the Brookfield Cool Cities Coalition. The Village may request designation as an Illinois Cool City by: (1) Endorsing the U.S. Conference of Mayors Climate Protection Agreement (attached), and (2) Preparing and approving an action plan to achieve a 7% reduction in greenhouse gas emissions from 1990 levels by the year 2012.

The Board may direct staff to evaluate the U.S. Conference of Mayors Climate Protection Agreement on a department-wide basis and provide an analysis of any costs that may be associated with endorsing the agreement, in order to determine whether or not it is feasible to for the Village to meet the terms of the agreement. The Agreement is a long term document, coming with the understanding that achieving the terms of the agreement takes many years and time, however some level of commitment. The Agreement itself does not require a specific timeline for completion of the terms; therefore it is possible to achieve the goals over time, with the exception of the action plan component.

The action plan to achieve a 7% reduction in greenhouse gas emissions from 1990 levels by the year 2012 requires further research and analysis of costs that may be involved. While the EPA provides technical assistance to municipalities to develop an inventory of greenhouse gas emissions and considerations for reduction benefits, to accomplish this by 2012 may be financially infeasible depending on the findings of the inventory. If it is the desire of the Board to learn more about this process, Staff can gather additional information from communities that have already worked with the EPA to conduct the inventory and write the plan.
Other Village Actions
The Board of Trustees may request that Staff explore opportunities to support the Brookfield Cool Village Coalition through alternative or additional actions, such as joining the International Council for Local Environmental Initiatives and the Metropolitan Mayors Caucus Greenest Region Compact of Metropolitan Chicago.

ATTACHMENTS:

1. U.S. Mayors Climate Protection Agreement
2. Illinois Cool Cities Act Summary Sheet
3. Initial invitation to Brookfield Cool Village Coalition meeting

STAFF RECOMMENDATION:

Staff recommends that the Board review and discuss the introductory information about Cool Cities provided in this memo.

REQUESTED COURSE OF ACTION:

Staff requests that the Board review and discuss the information provided and either direct staff to gather the additional information noted in this memo, or take no further action.
The U.S. Mayors Climate Protection Agreement
(As endorsed by the 73rd Annual U.S. Conference of Mayors meeting, Chicago, 2005)

A. We urge the federal government and state governments to enact policies and programs to meet or beat the target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;

B. We urge the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that 1) includes clear timetables and emissions limits and 2) a flexible, market-based system of tradable allowances among emitting industries; and

C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:

1. Inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan.
2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
4. Increase the use of clean, alternative energy by, for example, investing in "green tags", advocating for the development of renewable energy resources, recovering landfill methane for energy production, and supporting the use of waste to energy technology;
5. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
6. Purchase only Energy Star equipment and appliances for City use;
7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
10. Increase recycling rates in City operations and in the community;
11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO2; and
12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.
Illinois Cool Cities Act

Illinois enacted the Cool Cities Act in August 27, 2007, Public Act 095-0453. A summary of the Act is as follows:

1) Upon request by a local government, the EPA shall provide technical assistance to the local government that has endorsed the U.S. Conference of Mayors Climate Protection Agreement as follows:
   a. Assist on developing an inventory of greenhouse gas emissions.
   b. Assist in determining the emissions reductions benefits of measures under consideration to reduce greenhouse emissions.

2) A local government may request designation as an Illinois Cool City if the local government:
   a. Endorsed the U.S. Conference of Mayors Climate Protection Agreement; and
   b. Prepared and approved a plan to achieve a 7% reduction in greenhouse gas emissions from 1990 levels by the year 2012.

3) Upon a finding by the Director of the EPA that
   a. the plan developed by the local government accurately estimates the emissions reduction benefits of the measures it contains; and
   b. there is evidence of a commitment by the local government to implement the plan, the State shall provide the local government with
      a. signs for posting at major entry points to the local government noting its designation as an Illinois Cool City; and
      b. a graphic image for use by the local government in printed and electronic communications, noting its designation as an Illinois Cool City.
Greetings!

This is an invitation. We are starting a Brookfield Cool Village Coalition to ask the Brookfield village government to sign on to the U.S. Mayors Climate Protection Agreement, and to achieve designation as an “Illinois Cool City” under the Illinois Cool Cities Act. Cool Cities is a program under which a municipal government commits to save energy and reduce global warming emissions. We have attached a fact sheet about the Cool Cities Program to this email message, and you can learn even more at http://coolcities.us/.

To date, over 30 cities and towns in Illinois have signed on, from Chicago to Alton, and including Oak Park, Plainfield, Elmhurst, and Westmont. Our neighbors in LaGrange, LaGrange Park, and Western Springs are currently working on the Cool Cities program. Together, we can form the core group that will enlist help from schools, businesses, the Library, the Zoo, and village officials to get Brookfield to join this vital campaign.

We would love to have you join us at an organizational meeting on April 16, 2009, at 7:30 p.m., at the Brookfield Public Library, 3609 S. Grand. Please reply to let us know whether you can attend. If you can’t make it but you want to be involved, please let us know that, and we’ll provide you with notes and let you know about our future meetings.

Very truly yours,

Joann Day
Dave Lloyd
Sue Williams
COOL CITIES TAKE THE LEAD

Communities all over America are responding to the threat of global warming with smart energy solutions. These "Cool Cities" are taking decisive action to reduce heat-trapping emissions, lower energy bills, save taxpayer dollars, and protect our environment.

At a time when the federal government is failing to act, mayors and other local leaders are taking the lead to curb global warming. Beginning with Seattle Mayor Greg Nickels, more than 400 mayors representing 61 million Americans in 50 states have signed the U.S. Mayors Climate Protection Agreement to reduce global warming carbon dioxide (CO2) pollution in their cities to 7 percent below 1990 levels by 2012 (see seattle.gov/mayor/climate).

These Cool Cities are working to meet this goal with practical and innovative energy solutions that reduce energy waste and pollution, and thereby cut our dependence on oil, benefit public health, and save money.

GLOBAL WARMING: NOW IS THE TIME TO ACT

Scientists have concluded that burning fossil fuels—like oil, coal, and natural gas—to power our cars, homes, and businesses is causing global temperatures to rise. This heating of the earth poses a serious threat to our health, safety, economy, and environment.

The good news is that we have the tools today to reduce global warming pollution, and cities of all sizes are pursuing innovative energy solutions.

While each city's energy solutions plan will be unique, there are three key Cool City strategies: Green Vehicle Fleets, Energy Efficiency, and Renewable Energy.

GREEN VEHICLE FLEETS

The biggest single step we can take to curb global warming is making our cars, trucks, and SUVs go farther on a gallon of gas. Many cities are cutting their global warming emissions by purchasing gas-electric hybrid cars and SUVs for their city vehicle fleet.

By using less gasoline, hybrid vehicles release a fraction of the global warming and air pollution emitted by conventional vehi-
cles while saving money at the gas pump. Some cities are also providing incentives, such as free parking and lower registration fees, to encourage the purchase of hybrids by local residents and businesses.

ENERGY EFFICIENCY SOLUTIONS

Energy efficiency means using less energy through better technology to light streets and power buildings and industrial facilities. Reducing energy use is one of the most cost-effective and fastest ways to meet our energy needs. Lowering energy costs enables communities to invest more in schools, job creation, and new infrastructure.

Since fossil fuel power plants account for more than one-third of U.S. global warming emissions, saving energy also means less pollution. From high-tech interior and street lighting, energy-efficient building standards and retrofits, to efficient combined heat-and-power, cities in every region of the country are modernizing lighting, heating, cooling, and other systems.

COOL MAYOR: Mayor Joseph Adams, of University City, Missouri, accepts the Sierra Club’s Cool City award for signing the U.S. Mayors Climate Protection Agreement.

RENEWABLE ENERGY SOLUTIONS

Cities across the nation are investing in clean and renewable power like solar and wind energy to lower global warming emissions and create a reliable source of safe, homegrown electricity.

Many cities are adopting “renewable energy standards” that require a specific percentage of the electricity sold in a city or utility area to come from renewable sources by a specific target date.

Other cities are incorporating renewable energy technologies, such as solar photovoltaic panels, into the design of public buildings. Renewable power and energy efficiency are essential solutions for replacing electricity from dirty, fossil-fuel-burning power plants.

COOL CITIES: BRINGING COMMUNITIES TOGETHER

The most successful Cool Cities are engaging the entire community to help meet the goals of the U.S. Mayors Climate Protection Agreement. Local businesses, builders, faith groups, environmentalists, and labor unions are working together to make their cities more livable and vibrant while lowering energy bills, creating good jobs, and tackling a global problem.

RE-ENERGIZING YOUR CITY

As the news of successful city solutions spreads, more cities are joining in the Cool Cities movement to lead our country and our world into a new energy future. Cool Cities are literally re-energizing our nation, proving that we can solve global warming one city at a time.

Now it’s your city’s turn.

COOL CITIES

TAKE ACTION: BECOME A COOL CITY

1. Join the U.S. Mayors Climate Protection Agreement to reduce global warming pollution

2. Green your city’s vehicle fleets with hybrid and other cleaner cars

3. Modernize city buildings with money-saving energy-efficiency technology

4. Invest in clean and safe renewable energy

LEARN MORE:

For a list of cities that are becoming “cool,” and for resources and specific examples of smart energy city solutions and model action plans, go to sierraclub.org/coolcities.
COMMITTEE ITEM MEMO

ITEM: Water Service Contract for Brookfield Zoo

COMMITTEE DATE: June 8, 2009
PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager

PURPOSE: Renegotiation of Current Contract

BUDGET AMOUNT: N/A

BACKGROUND:
Staff has started the process of renegotiation of the water service contract for the Brookfield Zoo. The contract expires this year and was last negotiated 20 years ago. This item is provided for informational purposes and a contract will be brought to the board for approval in coming meetings.

ATTACHMENTS:
1. Previous Contract

STAFF RECOMMENDATION:
Staff will provide informational update on negotiations.

REQUESTED COURSE OF ACTION:
A contract will be presented at a future Board of Trustees meeting for approval.
WATER SUPPLY CONTRACT BETWEEN
THE VILLAGE OF BROOKFIELD AND
THE CHICAGO ZOOLOGICAL SOCIETY

This Agreement, effective on the first day of January, 1990, by and between
the Chicago Zoological Society, a not-for-profit corporation, existing under
the laws of the State of Illinois, hereinafter referred to as the "Society",
and the Village of Brookfield, a municipal corporation existing under the laws
of the State of Illinois, hereinafter referred to as the "Village",

W I T N E S S E T H:

1. That the Society and the Village do hereby agree that a supply of water
sufficient to meet all of the needs of the Society shall be furnished by
the Village to the Society suitable for domestic purposes, for public use
and for distribution within the grounds operated by the Society.

2. That water delivered to the Society will be measured by meters which have
been installed by the Village. The Village will cause, at the time of
execution of the Agreement, the meters to be flow-tested, calibrated if
necessary, and certified as accurate by an independent testing agency
acceptable to both parties. The Village and the Society shall each pay
half the cost of testing and certification. All future meters that
exclusively meter water used by the Society will be replaced or repaired
at the expense of the Society when it is mutually determined by the
Village and the Society that said meters are in need of replacement or
repair. The meters will be installed in the mains of the Village
connecting only with the mains of the Society. The Village and the
Society each have the right upon notice to the other, but not more than
once in thirty (30) days, to demand and have a test of the accuracy of
such meter or meters. If such test shows any meter to be registering
within three percent (3%) plus or minus of the correct quantity, it will
be considered as accurate. If such test shows any meter to be
registering inaccurately, plus or minus to an extent greater than three
percent (3%) of the correct quantity, an adjustment will be made in
respect to any amounts already paid or any amounts due to the Village for
water which has passed through such meter during the period lapsing
covered by the last prior statement rendered. If any test shows any
meter to be registering within three percent (3%) accuracy, the expense
of such test will be borne by the party who requires the test. The
expense of all other tests will be borne by the parties equally.

3. That the Society shall receive water exclusively from the Village as long
as the Village can meet the Society's potable water needs and do so under
the terms and conditions contained in this Agreement.

4. That for water service supplied by the Combined Waterworks and Sewerage
System of the Village to the Brookfield Zoo, the rate for service shall
be the actual price that the Village has paid for the water from the
Brookfield/North Riverside Water Commission.
5. That in addition to the direct cost of water, the Society shall pay the Village a set annual fee, as follows:

May 1, 1989 - April 30, 1994 ........................................... $90,000.00
May 1, 1994 - April 30, 1999 ........................................... $97,500.00
May 1, 1999 - April 30, 2004 ........................................... $100,000.00
May 1, 2004 - April 30, 2009 ........................................... $105,000.00

6. That the Society shall pay one-half (1/2) of the annual fee during the first ten (10) days of January of every year and the second one half (1/2) during the first ten (10) days of June of every year. These amounts shall be payable without regard to the amount of water the Society purchases.

7. That the Village may only acquire its water from a source other than the Brookfield/North Riverside Water Commission, if the quality of the water is equal to or better than that earlier supplied and if the price of that water is not higher than that which would have been charged by the Commission. The quantity, which the new supplier will provide the Village, must also be at least equal to the quantity which would have been supplied by the Brookfield/North Riverside Water Commission.

8. That the Village shall, within five (5) days after the first day of each calendar month, cause its meter or meters to be read, and within five (5) days after such reading will render the Society a statement of the total amount of water passing through such meter or meters since the last reading thereon a statement was rendered. The Society will, within twenty (20) days after receipt of such statement, make payment to the Village for such water so used as determined heretofore. If the Society is delinquent in this or any other financial payments due the Village, it shall pay interest upon the amount of any such delinquent payment at the then prime rate charged by the commercial bank in Chicago with the largest assets plus any costs of collection including but not limited to attorney's fees. In the event the Village overcharges the Society for any reason, the Society shall receive full reimbursement applying the same penalties and fees as provided for in the event of delinquencies in payment by the Society. Such overcharge shall not apply to credits which the Society is entitled to as a result of the retroactive application of this Contract. Commencing with the water bill for November 1989, the Society may pay the Village for the flat fee and water usage out of credits which it is entitled to as a result of the retroactive application of this Contract.

9. That the Village shall not be required to deliver water to the Society or permit the flow of water from its mains into those of the Society whenever and for so long as the Society will have failed to make payment within thirty (30) days after an accurate and undisputed statement has been rendered and received by the Society.
10. That the Village, from and after the date of this contract, shall deliver water to the Society continuously except during such times as strikes, fires, riots, acts of God, of nature or of a public enemy, or any cause beyond its control. The Village will endeavor to notify the Society in advance of any potential disruption in service. The Village will endeavor to abate any disruption as soon as possible and re-establish supply at the earliest possible time. The Society may acquire water from any other source available to it in the event of a disruption in service from the Village. The Village understands that it is to deliver such water at a minimum pressure of fifty (50) pounds per square inch as measured at the point immediately at the Society's side of the meter or meters.

11. That all previous agreements by and between the parties hereto for the sale of water are hereby terminated, rescinded and cancelled, except for any provisions relating to indemnification or the obligation to pay amounts due under prior agreements.

12. That this Agreement shall terminate in the event that the contract between the Society and the Forest Preserve District of Cook County is entirely cancelled and provided that the new entity which manages the Zoo is not merely a reconstituted version of the Society.

13. That this Agreement shall last for twenty (20) years retroactive to May 1, 1989, and shall be non-cancellable. The Society shall be entitled to a credit for amounts paid from May 1, 1989 to the effective date of this contract where such amounts exceed payments due in light of the retroactive date established herein.

CHICAGO ZOOLOGICAL SOCIETY

By: ____________________________
    President

VILLAGE OF BROOKFIELD

By: ____________________________
    President

ATTEST:

Secretary

ATTEST:

Deputy Village Clerk
COMMITTEE MEMO

ITEM: Joint Meeting of the Zoning Board of Appeals and the Board of Trustees

COMMITTEE DATE: June 8, 2009
PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager

PURPOSE: Joint Commission Meeting

BUDGET AMOUNT: N/A

BACKGROUND:
Over the past several months the Board of Trustees has indicated the desire to meet with each Board, Commission, and Committee to outline a work plan for the 2009 budget year. This, in addition to changes in the agenda/packet posting process, will be the subject of a brief staff presentation. As you recall we started with the Plan Commission and the Zoning Board of Appeals will meet on June 8.

The purpose of these meetings is to ensure everyone understands the direction of the Board of Trustees, coordinate Staff work, and give overall policy direction to appointed officials. This will help us manage and coordinate the work of the village efficiently and effectively in difficult economic times.

ATTACHMENTS:

STAFF RECOMMENDATION:
Staff will facilitate the discussion in the same general manner as with the Plan Commission.

REQUITED COURSE OF ACTION:
No further action is required by the Board of Trustees.
ZONING BOARD OF APPEALS
Special Joint Committee Meeting
with Village of Brookfield Board of Trustees
June 8, 2009 at 7:00 PM
Location: Edward Barcal Hall, 8820 Brookfield Avenue
Brookfield, Illinois

AGENDA

I. Call to Order

II. Roll Call

III. Public Hearings

IV. New Business

Special Meeting – Village of Brookfield Board of Trustees and Zoning
Board of Appeals Joint Meeting (Board of Trustees to lead meeting)

V. Old Business

VI. Next Meeting - No Meeting July 2, 2009
Next Regular Meeting – August 6, 2009 7:00 p.m.

VII. Adjournment

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